

# ORIGINAL

## FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 29th day of September, 2015, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and ENGINEERING MAPPING SOLUTIONS, INC., a (S-Corporation) whose address is 2330 WEST MISSION LANE, SUITE 1, PHOENIX, AZ 85021, is made with reference to the following:

### RECITALS:

- A. On July 1, 2015, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") for software support, maintenance and professional services to ensure the continued success of the EMS Webmap software.
- B. City and Consultant desire to modify the Agreement to add compensation to supply professional services in support of the GIS, on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Page 1, Item 2, SERVICES TO BE PERFORMED, of the Agreement is modified to add the following:

"Consultant agrees to perform all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A1 as requested. The Consultant acknowledges that the work plan included in Exhibit A1 is tentative and does not commit the City to request Consultant to perform all tasks included therein."

2. Page 2, Item No. 3, COMPENSATION TO CONTRACTOR, Paragraph 1, 2 and 3 of the Agreement is modified to add the following:

"Consultant shall be compensated for services performed pursuant to this First Amendment to Agreement in the amount set forth in Exhibit "A1" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from Asset Mapping 91608.

"Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "A1" unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "A1" schedule."

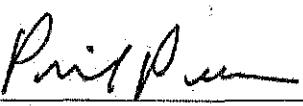
"Compensation for this first amendment to agreement shall not exceed \$8,000."

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

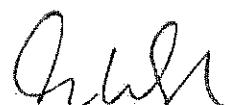
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

ENGINEERING MAPPING SOLUTIONS  
A S-Corporation

  
\_\_\_\_\_  
Martin Shaefner  
President

  
\_\_\_\_\_  
Phil Ponce  
V.P. Director of Marketing

CITY OF ALAMEDA  
A Municipal Corporation

  
\_\_\_\_\_  
Elizabeth D. Warmerdam  
Interim City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Liam Garland  
Acting Public Works Director

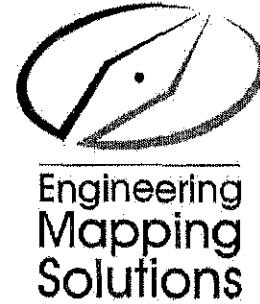
APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Andrico Penick  
Assistant City Attorney

# Proposal

Ms. Erin Smith  
Acting Deputy Public Works Director  
950 W Mall Square #110  
Alameda, CA

May 28, 2015



## Background

Engineering Mapping Solutions, Inc. (EMS) is under contract to supply Professional Services in support of the GIS. This proposal identifies specific scope that will be added to that contract.

## Tasks and Level of Effort

EMS will perform the following tasks:

Remap Lucy Sewer Main Planref	4 Hrs
Associate Situs Address from parcels to Sewer Laterals	8 Hrs
Populate Lift Station ID values	5 Hrs
Remap Sewer Easement Field	4 Hrs
Repurpose the "Managed By" field	4 Hrs
Add fields to Sewer Mains and map to Lucy	6 Hrs
Other Lucy implementation tasks as assigned	T&M

### **Schedule & Fees**

The total fees for these additional tasks is \$8,000. All tasks will be billed on a Time and Materials basis be defined and approved by the City prior to EMS commencing the work using the following hourly billing rates (effective for the 15/16 Fiscal year):

Senior Engineer	\$125
Staff Engineer	\$100
GIS Technician	\$ 85
Administrative	\$ 65

EMS shares your commitment to delivering quality services and data to your colleagues. We thank you for your consideration of this proposal and look forward to your review. Should you have questions, please do not hesitate to call.

### ***EMS Consulting Group***

*Engineering Mapping Solutions, Inc.*



**Phil Ponce, PE**

Vice President



ENGIN-8

OP ID: JM

DATE (MM/DD/YYYY)

06/09/2015

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Underwriters of Arizona, Inc. P.O. Box 5419 Scottsdale, AZ 85261-5419 Prof. Underwriters of Arizona	CONTACT NAME: Prof. Underwriters of Arizona	
	PHONE: (A/C. No. Ext): 480-483-0440	FAX (A/C. No.): 480-948-7752
INSURED Engineering Mapping Solutions Inc. 2330 W. Mission Lane, Suite 1 Phoenix, AZ 85021	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLI Insurance Company	NAIC # 13056
	INSURER B: Tru Cas&Surety Co America	31194
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERS		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS			
A	COMMERCIAL GENERAL LIABILITY	X	X	PSB0001040	02/24/2015 02/24/2016	EACH OCCURRENCE \$ 1,000,000		
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 1,000,000		
	X Blkt Al & WOS					MED EXP (Any one person) \$ 10,000		
	X Contractual Liab.					PERSONAL & ADV INJURY \$ 1,000,000		
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000		
A	AUTOMOBILE LIABILITY	X	X	PSA0001822	02/24/2015 02/24/2016	PRODUCTS - COMP/OP AGG \$ 2,000,000		
	ANY AUTO ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000		
	X HIRED AUTOS					BODILY INJURY (Per person) \$		
	X Blkt Al					BODILY INJURY (Per accident) \$		
	SCHEDULED AUTOS NON-OWNED AUTOS Blkt WOS					PROPERTY DAMAGE (Per accident) \$		
A	UMBRELLA LIAB	X	X	PSE0001103	02/24/2015 02/24/2016	EACH OCCURRENCE \$ 1,000,000		
	EXCESS LIAB					AGGREGATE \$ 1,000,000		
	X DED. RETENTION \$ 0					\$ Follow Form		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					N/A	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
		E.L. DISEASE - EA EMPLOYEE	\$					
		E.L. DISEASE - POLICY LIMIT	\$					
B	Professional Liab.	X	105413256	02/24/2015 02/24/2016	Per Claim 1,000,000			
	Architect/Engineer				Ann. Agg. 2,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
RE: Block book conversion to GIS The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers are additional insured for work done on their behalf by the named insured. Coverages afforded are primary and non-contributory basis. Waiver of subrogation included. (Cont'd)								
CITY OF ALAMEDA Risk Management Lucretia Akil, City Risk Manager 9-24-15 Date								

CERTIFICATE HOLDER		CANCELLATION	
City of Alameda Public Works Dept Alameda Point, Building 1 950 W Main Sq, Room 110 Alameda, CA 94501-7558		CITYA04	
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE Jeffrey D. Genie	

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**NOTE PAD:**

HOLDER CODE CITYA04  
INSURED'S NAME Engineering Mapping Solutions

ENGIN-8  
OP ID: JM

PAGE 2  
Date 06/09/2015

**Attached:**

PPB313 02 12  
PPA300 03 13  
CA2048 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM – SECTION II – LIABILITY

### Schedule

Name of Person(s) or Organization(s):

The City of Alameda, its City Council, boards and commissions, officers, employees & volunteer

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - b. In connection with premises owned by or rented to you; or
  - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply to the rendering of or failure to render any "professional services".
  - b. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a

primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

CITY OF ALAMEDA

Risk Management

PPB 313 02 12

Page 1 of 1

  
Lucretia Akil, City Risk Manager  
Date 9-24-15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Engineering Mapping Solutions, Inc

**Endorsement Effective Date:** 02-24-2015

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

City of Alameda

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

*Lucretia Akil, City Risk Manager*  
CITY OF ALAMEDA  
Risk Management  
9-24-15  
Date: 9-24-15  
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® BUSINESS AUTO ENHANCEMENT

### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured ✓
- B. Employees As Insureds
- C. Blanket Additional Insured ✓
- D. Blanket Waiver Of Subrogation ✓
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**A. Broad Form Named Insured**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. Who Is An Insured Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

**B. Employees As Insureds**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Blanket Additional Insured**

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

**D. Blanket Waiver Of Subrogation**

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS**, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or

"loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**E. Employee Hired Autos**

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the Other Insurance Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**F. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

**G. Auto Loan Lease Gap Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE**, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:

a. Overdue lease/loan payments at the time of the loss;

**CITY OF ALAMEDA**

Risk Management



9-24-15

Date

Lucretia Akil, City Risk Manager

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

#### **H. Glass Repair – Waiver Of Deductible**

#### **SECTION III – PHYSICAL DAMAGE COVERAGE,**

**D. Deductible** is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **I. Personal Effects Coverage**

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### **c. Personal Effects Coverage**

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

#### **J. Hired Auto Physical Damage Coverage**

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### **d. Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
  - (a) \$60,000
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

(5) This Coverage Extension will not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or

- (b) Any "auto" that is hired, rented or borrowed from your "employee".

#### **K. Hired Auto Physical Damage – Loss Of Use**

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto"; provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";

- (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

#### **L. Hired Car – Worldwide Coverage**

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

##### **f. Hired Car – Worldwide Coverage**

(1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.

(2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

#### M. Temporary Transportation Expenses

**SECTION III – PHYSICAL DAMAGE COVERAGE**  
**A.4. Coverage Extensions, subparagraph a. Transportation Expenses** is deleted and replaced by the following:

##### a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

#### N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

#### O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

#### P. Amended Insured Contract Definition – Railroad Easement

**SECTION V – DEFINITIONS** paragraph H. "Insured contact" is modified as follows:

1. Paragraph H.3. is replaced by the following:
  3. Any easement or license agreement.
2. Paragraph H.6.a. is deleted.

#### Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

**SECTION III – PHYSICAL DAMAGE COVERAGE**  
**B. Exclusions**, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "autos"; or

**R. Notice Of And Knowledge Of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss**, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner if you are a partnership; or

- (3) An executive officer or insurance manager, if you are a corporation.

**S. Unintentional Errors Or Omissions**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**T. Towing Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - a. All labor must be performed at the place of disablement; and
  - b. If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**