

## **SECOND AMENDMENT TO CONSULTING AGREEMENT**

This Amendment of the Consulting Agreement, entered into this 20<sup>th</sup> day of June 2017, between the City of Alameda, a municipal corporation ("City") and BKF Engineers., a California corporation, whose address is 1646 N. California Blvd., Suite 400, Walnut Creek, CA 94596, ("Consultant"), is made with reference to the following:

### **RECITALS:**

A. On April 21, 2015, City and Consultant entered into an agreement (the "Agreement") by which Consultant would provide design services for the Cross Alameda Trail through Jean Sweeney Open Space Park.

B. On December 6, 2015, City and Consultant amended the Agreement to include Construction Administration services for the Cross Alameda Trail through Jean Sweeney Open Space Park.

C. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Section 2 ("Services to be Performed") of the Agreement is modified to read as follows:  
"Consultant agrees to perform all necessary work at its own expense, to furnish all labor, tools, equipment, materials, except as otherwise specific, and to do all necessary work included in Exhibit A, Exhibit A-1 and Exhibit A-2, both of which are attached hereto and incorporated herein by this reference. The Consultant agrees that the documents specific in the scope of work in Exhibit A, Exhibit A-1, and Exhibit A-2 will confirm to the satisfaction of City, and if applicable, the State and FHWA.

2. Section 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

First Paragraph: "Consultant shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit B in the amount not to exceed \$178,698 for the services described in Exhibit A and in the amount not to exceed \$50,000 for the services described Exhibit A-1 and in the amount not to exceed \$42,461 for the services described in Exhibit A-2 for a total not to exceed \$297,964. Payment shall be made by checks drawn on the treasury of the City, to be taken from the Cross Alameda Trail – Sweeney Park (CIP) fund."

Paragraph H: The total amount payable by City shall not exceed \$297,964, which includes:

- (1) the fixed fee and the reimbursable expenses (totaling \$178,698) in Exhibit A;
- (2) a 15% contingency in the amount of \$26,805;
- (3) fees set forth in Exhibit A-1 (totaling \$50,000);
- (4) Fees set forth in Exhibit A-2 (totaling \$42,461).

3. 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.

\*Signatures on next page\*

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

BKF Engineers

A California Corporation

By *Darla LaVelle*

Title *Pres/CEO*

By *[Signature]*

Title *Principal/VP*

CITY OF ALAMEDA

A Municipal Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By *[Signature]*

Title *Recreation & Parks Director*

APPROVED AS TO FORM:

City Attorney

By *Alto H. Smith 6/1/12*

Title *Chief Real Estate Counsel*

THE UNIVERSITY OF CHICAGO  
DIVISION OF THE PHYSICAL SCIENCES  
DEPARTMENT OF CHEMISTRY

REPORT OF THE  
COMMISSION ON THE  
STRUCTURE OF THE  
ATOMIC NUCLEUS  
AND THE  
PROPERTIES OF  
THE ELEMENTS

BY  
J. J. THOMSON  
AND  
P. M. S. BLACKETT

BKF No. 2015-5028-10  
December 23, 2016  
*Revised April 20, 2017*

Amy Wooldridge  
Recreation and Parks Director  
City of Alameda  
2226 Santa Clara Avenue  
Alameda, CA 94501  
510.747.7570  
*Transmitted Via Email*

**Subject: Jean Sweeney Cross Alameda Trail (JS CAT) / Jean Sweeney  
Open Space Park (JSOSP)**

Dear Ms. Wooldridge:

As discussed, the following scope of work and fee pertains to additional services regarding the re-route of the Cross Alameda Trail (CAT) at the western end of Jean Sweeney park.

**I. SCOPE OF SERVICES**

**TASK 1: TEMPORARY TRAIL DESIGN AND BID ADDENDUM**

1. **Description:** BKF will prepare a layout for the portion of the trail that will be temporary to avoid the Union Pacific owned property. This linework will be incorporated into the background of the current Jean Sweeney Cross Trail Plans. The old layout in this area will be archived and ultimately inserted into the design drawings for phase C of the Jean Sweeney Open Space Park Plans. It is also anticipated that the design of the entrance Plaza at the intersection of Constitution and Atlantic will be updated to accommodate the new connection point to the trail. The current scope is to incorporate this new design into the set as a change to the original plan. This work will not be processed as an add alternate as it is not anticipated that the UP property will be acquired in time for the project bid.

PlaceWorks will revise the irrigation out of the UP parcel and through the City owned parcel to the entrance Plaza at Constitution and Atlantic. The Plaza will be re-designed to move the raingarden interfering with the interim trail layout. This will be achieved by splitting the raingarden into at least two additional locations. The revised Plaza will feature revised tree locations, planting, and wall redesign. PlaceWorks will place irrigation sleeves as necessary to ease installation in future phases of the park and trail. It is intended that revised Plaza design will be the permanent condition with no removal necessary in subsequent phases.

The Engineering Enterprise will revise the electrical plans to stop at the beginning of the interim portion of the trail. The conduits will be stubbed at this location to provide a future connection point when the trail is reconfigured in the future. An additional pedestrian light will be added to the future Urban Agriculture



area of the Jean Sweeney Park. In addition, one irrigation controller will be removed from the Electrical Drawings.

All of the above work will be incorporated into a bid addendum to the previously permitted plans and specifications.

2. **Property Line Layout/Interim Trail Exhibits:** BKF will draft the property lines, based on record data, designating the limits of the City-owned and Union Pacific Railroad parcels. This set the limits of the interim improvements. Once the limits were defined, BKF prepared exhibits of the interim trail layout. This layout was distributed to the design team and City for review and preliminary approval.
3. **Drawings:** Based on the changes to the trail BKF will update the following plans with the new layout.
  - Demolition Plan
  - Typical Sections
  - Horizontal Control and Striping Plan
  - Grading and Utility Plan
  - Details
  - Erosion Control Plan
  - Landscape Plans (by PlaceWorks)
  - Irrigation Plans (by PlaceWorks)
  - Electrical Plans (by The Engineering Enterprise)
4. **Approvals:** It is anticipated that another review of the this portion of plans will be required by the following City Agencies:
  - Public Works

It is also anticipated that only BKF will require scope for this work which generally will include the update of the C.3 report previously prepared as a portion of the permitting process. BKF has also allotted time for one (1) resubmittal to address comments from the Public Works department.
5. **Project Manual:** BKF will update the quantities in the project manual to include the work removed from the project scope as well as the work added for the temporary trail. PlaceWorks will provide updates to specifications regarding their scope.
6. **Cost Estimate:** BKF will update the cost estimate for Civil items affected by the above changes. PlaceWorks will quantify changes to Landscape items and irrigation.
7. **Meetings:** BKF will attend one (1) kickoff meeting and (1) coordination meeting between the 95% and 100% submittals for a total of two (2) meetings. PlaceWorks will attend two (2) meetings with City staff during this phase. It is assumed that the initial kickoff meeting to discuss this scope has already occurred. This meeting was split between the Jean Sweeney Trail project and the Jean Sweeney Park project

## II. SCOPE QUALIFICATIONS AND ASSUMPTIONS

All qualifications and assumptions from the original base contract shall be maintained for this scope of additional services.

## III. SCHEDULE



An initial meeting has already taken place in relation to these add services, as well as preparation of the record property lines and interim trail layout. However, it is anticipated that the rest of the work described above will commence on January 3<sup>rd</sup>, 2017. It is understood this work will be substantially completed by mid-February, 2017. For inclusion in a bid addendum.

#### IV. COMPENSATION

##### 1. BASE SCOPE OF WORK:

BKF proposes to provide the services on a time and materials basis. A breakdown of hours is provide as an attachment (Exhibit A) to the this additional services request. We will invoice for our services on a monthly basis as follows:

Task	Description	Fee
1	Temporary Trail Design and Bid Addendum	\$ 38,661
	Reimbursable Expenses	\$ 3,800
	<b>Total Fee</b>	<b>\$ 42,461</b>

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 925.940.2206 if you have any questions regarding our scope of services.

Respectfully,  
**BKF Engineers**



Eric Swanson, PE  
Project Manager

1. The first part of the report  
describes the general situation  
of the country in 1950.

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of the country in 1951.

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10. The tenth part of the report  
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11. The eleventh part of the report  
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12. The twelfth part of the report  
describes the general situation  
of the country in 1961.

13. The thirteenth part of the report  
describes the general situation  
of the country in 1962.

# Exhibit B

Cross Alameda Trail Jean Sweeney AS1		BKF Engineers				Placeworks				The Engineering Enterprise			
		Principal	Project Manager	Project Engineer	Design Engineer	Principal	Associate Principal	Associate	Project Landscape Designer	Electrical Designer	BIM Technician		
Fee Matrix													
TASK 1. TEMPORARY TRAIL DESIGN AND BID ADDENDUM													
1.1	Revise Drawings		2	16	40	1	6	12	32	6	6		
1.2	Property Line Layout/Interim Trail Exhibits	2			30								
1.3	Cost Estimates		2	8	12		2		5				
1.4	Project Manual			12		1	2		1				
1.5	Project Approval		8	22.5	12	1	8						
1.6	Meetings		4				3						
1.7	Project Management	3	8			1	4						
Project Labor Hours		5	24	59	94	4	25	12	38	6	6	0	0
Labor Rate		\$200	\$184	\$157	\$120	\$200	\$180	\$135	\$105	\$170	\$140	\$0	\$0
Project Labor Fee		\$ 25,881				\$ 10,910				\$ 1,860			
Reimbursable Expenses													
RE		\$ 1,900				\$ 1,910				\$ -			
Fee Subtotal		\$ 27,781				\$ 12,820				\$ 1,860			
Contingency Fee (10%)		\$ -				\$ -				\$ -			
BASE TOTAL LABOR AND REIMB EXPENSES (Optional services excluded)		\$ 27,781				\$ 12,820				\$ 1,860			



Client#: 45

BKFENGINE

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/07/2016

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com	
INSURED BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City, CA 94065-1428		INSURER(S) AFFORDING COVERAGE INSURER A: American Automobile Ins. Co. NAIC # 21849 INSURER B: XL Specialty Insurance Co. 37885 INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MZG80972255	09/01/2016	09/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	MZG80972255	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	X	X	CGX58059999	09/01/2016	09/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		WZP81033735	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			DPR9806501	07/01/2016	07/01/2017	\$5,000,000 per Claim \$7,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Policy excludes claims arising out of the performance of professional services.

30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).

PROJECT NAME/LOCATION: Cross Alameda Trail through Jean Sweeney Open Space Park.

The City of Alameda, its City Council, boards, commissions, officials and employees are additional insureds to general & auto liability. A waiver of subrogation applies to general & auto liability. 30 Days (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda  
Attn: Amy Wooldridge  
2226 Santa Clara Avenue  
Alameda, CA 94501

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

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## DESCRIPTIONS (Continued from Page 1)

Notice of Cancellation (10 Days for Non-Payment of Premium).

GL ✓

**ABC MultiCover - AB 91 89 08 07****This endorsement modifies insurance provided under the following:****American Business Coverage**

Your policy is broadened and clarified as follows:

**1. Non Employment Discrimination Liability**Unless **Personal Injury** or **Advertising Injury** is excluded from this policy:**A. Section III - Definitions, Item 17. Personal Injury** is amended to include:**f. Discrimination****B. Section III - Definitions, Item 2. Advertising Injury** is amended to include:**e. Discrimination****C. Section III - Definitions** is amended to include:

**30. Discrimination** means the unlawful treatment of individuals based on race, color, ethnic origin, gender, religion, age, or sexual preference.

**D. Section II - Liability Coverage, Part H. Exclusions, Item 1.p Personal Injury or Advertising Injury** is amended to include:

(11) Arising out of **discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

(12) Arising out of **discrimination** directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling,

permanent lodging, or premises by or at the direction of any insured; or

(13) Arising out of **discrimination**, if insurance thereof is prohibited by law; or

(14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of **discrimination**.

✗

**2. Blanket Additional Insured**

**Section II - Liability Coverage, Part I. Who Is An Insured, Item 2.** is amended to include:

f. Any person or organization that you are required by a written **insured contract** to include as an insured, subject to all of the following provisions:

(1) Coverage is limited to their liability arising out of:


(a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or


(b) your ongoing operations performed for that insured; or

(c) that insured's financial control of you; or


(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

  
Secretary

  
President

**CITY OF ALAMEDA**  
Risk Management

  
Date 11-10-16  
Lueretia Akil, City Risk Manager

5/31/17

- (e) a state or political subdivision permit issued to you.
- (2) Coverage does not apply to any occurrence or offense:
  - (a) which took place before the execution of, or subsequent to the completion or expiration of, the written **insured contract**, or
  - (b) which takes place after you cease to be a tenant in that premises.
- (3) With respect to architects, engineers, or surveyors, coverage does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the rendering or the failure to render any professional services by or for you including:
  - (a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

### 3. Blanket Additional Insured for Vendors

Unless the **Products-Completed Operations Hazard** is excluded from this policy, **Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.** is amended to include:

- g. Any vendor but only with respect to **Bodily Injury or Property Damage** arising out of your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - 1. The insurance afforded the vendor does not apply to:
    - a. **Bodily Injury or Property Damage** for which the vendor is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

4. Blanket Waiver of Subrogation

**Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions**, is amended to include:

6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

5. Broadened Named Insured

**Section II - Liability Coverage, Part I. Who Is An Insured**, Item 4. is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:
  - (a) you have the responsibility of placing insurance for each such entity; and
  - (b) coverage for the entity is not otherwise more specifically provided; and
  - (c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

- (a) Coverage under this provision is afforded only until the end of the policy period, or the 12 month anniversary of the policy inception date, whichever is earlier;
- (b) Coverage C does not apply to **bodily injury or property damage** that occurred

before you acquired or formed the organization;

- (c) Coverage C does not apply to **personal injury or advertising injury** arising out of an offense committed before you acquired or formed the organization.

6. Medical Payments

Unless **Coverage D. Medical Payments** is excluded from this policy:

A. **Section II - Liability Coverage, Part H. Exclusions**, Item 2.f. is replaced with:

- f. Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

B. **Section II - Liability Coverage, Part G. Coverage**, Item 2., is amended to include:

- c. **Coverage D. Medical Payments** is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. Tenant's Legal Liability

A. **Section III - Liability Coverage, Part J. Liability and Medical Payments Limits of Insurance**, Item 3. is replaced with:

3. The most we will pay under Coverage C - Liability for damages because of **property damage** to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner:

- a. arising out of any Covered Cause of Loss shall be the greater of:

- (1) \$1,000,000; or
- (2) The Tenant's Legal Liability limit shown in the Declarations.

8. Chartered Aircraft

**Section II - Liability Coverage, Coverage C, Part H. Exclusions**, Item 1.g. is amended to include:

- (5) An aircraft in which you have no ownership interest and that you have chartered with crew.

9. Coverage Territory Broadened

Section III - Definitions, Item 5.a. is replaced with:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

10. Broadened Advertising Injury

Unless Advertising Injury is excluded from this policy:

A. Section III - Definitions, Item 2. is replaced with:

2. Advertising Injury means injury arising out of one or more of the following offenses:

- a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of trademark, copyright, title or slogan.

B. Section II - Liability Coverage, Coverage C, Part H. Exclusions, Items 1.p.(1) and (2) are replaced with:

- (1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

11. Broadened Personal Injury

Unless Personal Injury is excluded from this policy, Section III - Property, Liability and Medical

Payments Definitions, Items 17.b., d. and e. are replaced with:

- b. Malicious prosecution or abuse of process;
- d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

12. Broadened Personal or Advertising Injury

Unless Personal Injury or Advertising Injury is excluded from this policy, Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.p.(4) Exclusions is deleted in its entirety.

13. Fellow Employees Coverage

Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.a.(1) is amended as follows:

- (1) Personal Injury to you or to a co-employee while in the course of his or her employment, or the spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of such Personal Injury, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

14. Mental Anguish Is Included in Bodily Injury

Section III - Definitions, Item 4. is replaced with:

4. Bodily injury means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. Unintentional Failure to Disclose Hazards

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

16. Supplementary Payments, Increase Limits

**Section II - Liability Coverage, Part G. Coverage.** Items 1.e. (2) and (4) are replaced with:

- (2) The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to \$500 a day because of time off work.

17. Per Location Aggregate

A. **Section II - Liability Coverage, Part J. Limits of Insurance,** Item 4. is amended to include:

The Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

B. **Section III - Property, Liability and Medical Payments Definitions,** is amended to include:

31. **Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of railroad.

18. Amended Duties in the Event of an Occurrence, Offense Claim or Suit

**Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions,** Items 2.a. and b. are replaced with:

- a. In the event of an occurrence, offense, claim, or suit, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or

legal representatives are aware of the General Liability occurrence, offense, claim, or suit. Knowledge of an occurrence, offense, claim, or suit by other employee(s) does not imply you also have such knowledge.

- b. To the extent possible, notice to us should include:

- (1) How, when and where the occurrence or offense took place;
- (2) The names, addresses, and telephone numbers of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the occurrence, offense, claim, or suit.

19. **Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance,** Item 2. is replaced with:

2. Coverage C - Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance, or;
- b. Except for the circumstance described in 2.a., above, the insurance provided under this policy is excess over any other liability insurance available to any insured whether such other insurance is written as primary, excess, contingent or any other basis. An exception applies when any insured specifically has purchased excess insurance to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part for Coverage C.

20. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage

The policy applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lesser of the actual cash value of the damaged automobile as of the time of the loss; or the cost of repairing or replacing the damaged automobile with another automobile of like

kind and quality; subject to a limit of \$25,000 in any one policy period; and

5. This coverage is not subject to the General Liability General Aggregate Limit.

21. Expected or Intended Injury - Amendment to Exclusion

SECTION 1. - 2. EXCLUSIONS a. Expected or Intended Injury, is replaced by the following:

a. Expected or Intended Injury

**Bodily injury or property damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

All other terms and conditions of the policy apply.

# FleetCover® Endorsement - CA 70 18 03 10

Policy Amendment(s) Commercial Business Auto Coverage Form - Motor Carrier Coverage Form

## A. Broadened Named Insured

**Section II - Liability Coverage, A. Coverage, 1. Who Is An Insured**, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury or property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an insured with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered

as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

## B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and d. is added as follows:

d. Your employee while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

2. Form CA0020 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and f. is added as follows:

f. Your employee or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that **auto**.

## C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**; the following is added as item g.:

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

*Sally P. Hargis*  
Secretary

*Lucretia D. Forchi*  
President

**CITY OF ALAMEDA**  
Risk Management

*Lucretia Akil*

Date

11-10-16

Lucretia Akil, City Risk Manager

5/31/17

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**

However, such person or organization is an **insured**

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
- (2) Only for **bodily injury or property damage** caused by an **accident** which takes place after:
  - (a) You executed the **insured contract** or written agreement; or
  - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

#### Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered **auto**.

#### D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto

Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations

#### E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

##### Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and
3. The most we will pay for any one loss in any one **accident** is the lesser of the following:
  - a. Actual cash value of the damaged or stolen property as of the time of the loss as determined by us; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of \$500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and

CITY OF ALAMEDA  
Risk Management  
5-31-17  
Date  
Lucretia Akil, City Risk Manager

2. If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your employees, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

#### **Hired Auto Loss of Use Expenses**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses;** and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses;** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an Insured becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered auto;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered auto; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered auto.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

#### **F. Coverage Territory - Hired Auto**

Form CA 0001, (if attached to this policy), **Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5).(a)** is replaced by the following:

- (a) A covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions, B. General**

**Conditions, 7. Policy Period, Coverage Territory, b.(5).(a);** is replaced by the following:

- (a) A covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less; and

#### **G. Communication Equipment Coverage**

1. Form CA 0001 (if attached to this policy), **Section III - Physical Damage Coverage, C. Limit of Insurance, Paragraph 2.** is deleted and replaced by the following:

2. \$1,500 is the most we will pay for loss in any one accident to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of the loss, is:

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, Limits of Insurance, Paragraph 2.** is deleted and replaced by the following:

2. \$1,500 is the most we will pay for loss in any one accident to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of the loss, is:

#### **H. Tapes, Records, CDs and DVD Coverage**

- A. Under Comprehensive Coverage, we will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

1. Are your property, or that of a family member; and
2. Are in a covered auto at the time of a loss.

- B. The most we will pay for loss is \$250.

- C. Physical Damage Coverage provisions apply to this coverage, except that no deductible applies.

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

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** and form CA0020 (if attached to this policy), **Section IV - Physical**

**Damage Coverage, A. Coverage, 4. Coverage Extensions;** item d. is added as follows:

**d. Personal Effects Coverage**

We will pay up to \$500 for loss for clothing items or other personal effects that are owned by an insured and are in an Owned auto at the time of a covered loss.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

**J. Airbag Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, B. Exclusions, 3.a.;** and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, B. Exclusions, 3.a.;** the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

**K. Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions;** item c. is added as follows:

**c. Rental Reimbursement or Transportation Expenses**

If loss occurs to a covered auto described or designated in the Declarations or Schedule and covered for **Physical Damage Coverage**, we will pay for rental expenses for the rental of a similar replacement auto and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered auto. No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.

- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

- (a) The number of days reasonably required to repair or replace the covered auto. If loss is caused by theft, this number of days is added to the number of days it takes to locate and return the covered auto to you; or

- (b) 45 days from the date this coverage begins.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred by you; or

- (b) \$1,500.

- (4) This coverage does not apply while there are spare or reserve autos available to you for your operations.

- (5) If loss results from the total theft of a covered private passenger type auto (if CA0020 is attached to this policy), or a covered private passenger auto (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

**L. Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage, 2. Towing,** is replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the 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.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

- 2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos, is replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the 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.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered

under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. Duties in the Event of Accident, Claim, Suit or Loss - Amended

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.; is replaced by the following:

- a. In the event of accident, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:
  - (1) You, if you are an individual;

- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an accident, claim, suit or loss by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (1) How, when and where the accident or loss occurred; and
- (2) The insured's name and address; and
- (3) To the extent possible, the names and address of any injured persons and witnesses.

**P. Unintentional Failure to Disclose Hazards**

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Q. Fellow Employee Coverage**

Section II - Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the bodily injury results from the use of a covered auto you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

**R. Limited Mexico Coverage**

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- a. For accidents or losses occurring within 25 miles of the United States border; and
- b. For trips into Mexico of 10 days or less; and
- c. If the covered auto is principally garaged and principally used in the United States; and
- d. If the insured is a resident of the United States.

If a loss to a covered auto occurs in Mexico, we pay for such loss in the United States. If the covered auto must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such loss as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

**S. Extended Glass Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, A. Coverage**, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, A. Coverage**, item 3.a.; is replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**T. Broadened Definition of Bodily Injury**

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and Form CA0020 (if attached to this policy), **SECTION VI - DEFINITIONS**, item C.; is replaced by the following:

- C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**U. Customer Lease or Loan Physical Damage Coverage Extension**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage, C. Limit Of Insurance**; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage, C. Limits Of Insurance**; item 5. is added as follows:

5. If your covered owned auto is:

- (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
- (2) Shown in this policy as having a loss payee or additional-insured-lessor; and
- (3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The **outstanding indebtedness** under the initial finance agreement for the covered auto and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

**V. Two or More Deductibles**

**Section III - Physical Damage Coverage, D. Deductible**, the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

- (1) If the deductible under this **Business Auto Coverage Form** is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this **Business Auto Coverage Form** is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.