

## **FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT**

This First Amendment to the Service Provider Agreement, entered into this \_\_\_\_ day of October 2019, between the CITY OF ALAMEDA, a municipal corporation ("City") and AVINEON, INC. (a Delaware corporation), whose address is 1430 SPRING HILL RD. STE 300, MCLEAN, VA 22102 ("Provider"), is made with reference to the following:

### **RECITALS:**

A. On August 8, 2019, City and Provider entered into Service Provider Agreement ("the Agreement") with compensation for such services not to exceed \$25,000

B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 2 SERVICES TO BE PERFORMED is modified to read as follows:

Provider agrees to do 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 B to the Agreement and Exhibit C to this First Amendment, as requested. Provider acknowledges that the work plan included in Exhibit B to the First Amendment and Exhibit C to this First Amendment is tentative and does not commit the City to request Provider to perform all tasks included therein.

2. Paragraph 3 COMPENSATION of the Agreement is modified to read as follows:

By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B to the Agreement and Exhibit C to this First Amendment and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B to the Agreement and Exhibit C to this First Amendment.

Total compensation for this Amendment is not to exceed \$69,900.

The total compensation for the Agreement is not to exceed \$94,900.

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 following page*

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Service Provider Agreement to be executed on the day and year first above written.

AVINEON, INC.  
A Delaware corporation

  
\_\_\_\_\_  
Joel Campbell  
Vice President – Commercial Systems


CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Eric Levitt  
City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Gerry Beaudin  
Assistant City Manager

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Michael Roush  
Assistant City Attorney

## **ATTACHMENT A – SCOPE OF WORK**

### **Background**

Avineon, Inc. (Avineon) understands that the City of Alameda (City or Alameda) desires to update its existing address datasets with the most current data from authoritative sources (City, County, et al.), and make all data conform to standard formatting for use in any CAD or RMS. The City desires to supplement its internal Information Technology (IT) and GIS technical resources in order to accomplish these goals.

Avineon has worked for years with dozens of public safety clients large and small, guiding their addressing management efforts to successful outcomes and implementation. Avineon proposes to apply this proven process to assist the City in meeting its goals.

This proposal will ensure the City is prepared to use, manage, and apply a National Emergency Number Association (NENA)-compliant and United States Postal Service Publication 28 (USPS) addressing standard compliant dataset for either its existing CentralSquare system or any new CAD or RMS system the City may select in the future.

Upon notice to proceed, Avineon and the City will schedule a remote kickoff meeting using a web sharing platform (Skype, Teams, etc.). The purpose of this meeting will be to solidify the project team, communication methods, and status meetings schedule; discuss the overall goals, expectations, sources, and outcomes for the project; arrange for any transmittal of source data; and initiate the steps for Avineon to gain secure and remote access to the city's computing environment, as needed.

The following is a basic outline of project activities.

- Review addressing procedures in place at the City and recommend and potentially implement address quality control processes to ensure data integrity.
- Gather necessary authoritative 911 spatial and address-oriented data sources.
- Analyze, compare, and report issues with address standardization against nationally published and recognized NENA and USPS addressing standards.
- Apply necessary NENA and USPS addressing standards in which to standardize the spatial and applicable tabular 911 source data.
- Geolocate address point features on addressed structures in the GIS using data references and image interpretation.
- Provide necessary recommendations for address-based GIS data verification (streets and/or address points) where applicable.



These efforts will result in GIS streets and address point features map layers which, when integrated into the CAD system, will enable reliability and efficiencies for NG911 event geolocation. As this GIS data may be utilized for other City or organizational applications, there are also many other benefits to City operations at large.

### **Task 1: City of Alameda Addressing**

Through sampling and review of the current GIS streets, address points, and other supporting Alameda 911 data (parcels, premise/points of interest alias table, etc.), it was found that enhancement to the physical GIS streets and address points features as well as the framework (schema) of the GIS data and supporting alias tables could be spatially enhanced and enriched to provide important efficiencies in 911 event geolocation as well as prepare the data for NG911 by applying national standards for NENA and USPS standards which current CAD systems require.

#### ***Task 1a: Addressing Procedures Review and Recommendations***

Avineon staff will meet with Alameda Information Technology and Police Departments to review the project initiatives and carefully review the current addressing process with City staff. This will be a face-to-face meeting to discuss how addresses are initiated, assigned, recorded, and developed in the GIS (and potentially other databases such as asset and work order management, permitting, etc.) and ultimately migrated to 911. Avineon staff will take detailed notes and potentially acquire copies of supporting sample materials and data in which to analyze and produce recommendations. Our recommendations will most efficiently leverage authoritative address data to support the organization as a whole, but specifically the addressing needs for 911. These recommendations will be relayed to Alameda Information Technology and Police Departments for their review and comment.

#### ***Task 1b: Authoritative Addressing Data Gathering***

While onsite at the City, Avineon staff will coordinate with Alameda Information Technology and Police Departments to gather authoritative GIS address-based data to support the remainder of the project, specifically 911-based streets and address points data. Other data will also be gathered at this time if found applicable, such as the most current digital orthophotography and other pertinent GIS data used for 911 Agency Response Areas, Emergency Service Number areas, Neighborhoods Areas, Fire Response Areas, EMS Areas, parcels, building footprints, etc. as well as premise/points of interest alias, master street address guides, or similar tabular data. This data will be utilized to support recommendations in the previous task as well as the subsequent tasks below.

***Task 1c: GIS Streets and Address Points Standardization***

The combination of accurate and data rich street centerlines and spatially accurate address point locations data are considered the “gold standard” to assist in NG911 event location mapping. When used together with composite geocoding in a 911 CAD environment, such a system produces reliability, efficiencies, and more accurate geolocations of incoming 911 events.

Accurate address point locations increase the level of spatial accuracy of incoming geocoded 911 events by pin-pointing the event location at the address source (in this case, addressed structured) instead of a location as interpolated along street segments utilizing block-style address ranges.

Avineon will review and analyze the address-based streets and address points data sources which were gathered at the City in the previous task and report any inadequacies compared to the nationally published NENA NG911 and USPS Publication 28 standards. A summary of results will be compiled and delivered to the City of Alameda Information Technology and Police Departments for their review and comment.

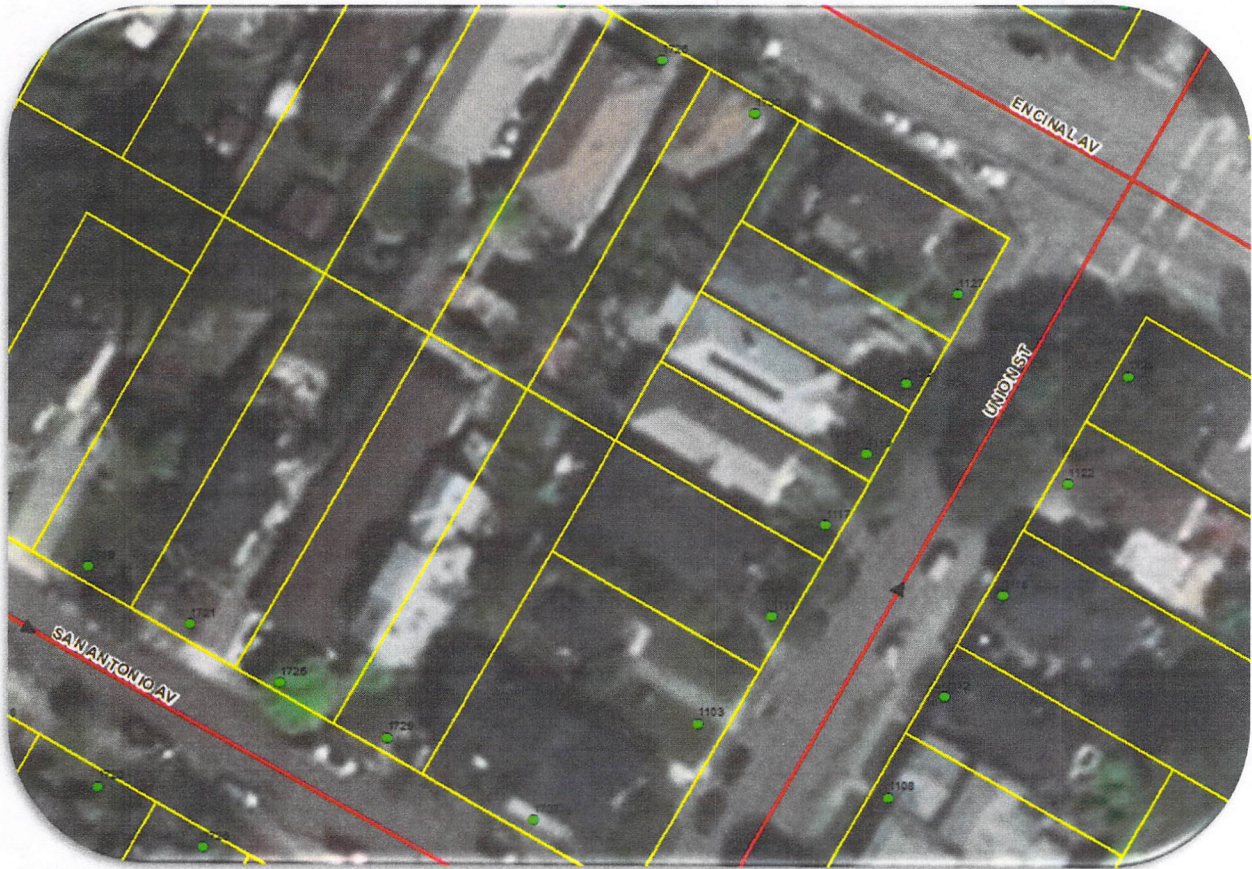
Taking into account input from the City of Alameda Information Technology and Police Departments, Avineon will migrate applicable 911 streets and address points data into a database schema which complies with the NENA (NG911) and USPS (Publication 28) standards. Existing feature attribution will be maintained and transferred to appropriate standardized fields and, where not matching the standards, retained as legacy fields in the feature data.

***Task 1d: GIS Address Points Mapping***

After the GIS data migration process is complete, Avineon will geographically move/place the address point features to the interpreted physical addressed structures on the map. If available, Avineon staff will utilize any available GIS building footprints and parcel data (ideally containing place information for address) and the most recent and accurate digital orthophotography (as supplied by the City) and apply image interpretation to the place address point features on top of targeted structures as visible on the provided imagery. If City supplied digital orthophotography is not available, Avineon staff will utilize the best publicly available digital orthophotography to aide in this task.



*Current Address Points Data Locations (Green Points)*





*Address Points Data Locations After Relocation Processes (Green Points)*



These processes will result in an overall GIS dataset of street and address point locations which may require additional efforts to verify (field verification or other) such things as missing addresses, erroneous address values, questionable or unknown physical addressed locations of mapped GIS street and address point features, and additional mapping of one-to-many type address locations where multiple addresses may exist in a single parcel or structure(s) such as apartments, condominiums, commercial buildings, etc. Throughout the development process, any potential instances and recommendations where verification may be necessary will be recorded by Avineon staff and relayed to Alameda Information Technology and Police Departments and in the GIS address points data (and streets data if found applicable). The City can access these GIS records to target, and in part, perform further investigation to verify and reconcile these instances in the GIS address points data (and streets data if applicable).



These project tasks will result in an overall GIS dataset of streets, address point locations, and any other address-oriented tabular source data (such as premise/point of interest alias tables) which will be delivered to Alameda IT and Police Departments in the form of an Esri File geodatabase. As dictated by the City, this File geodatabase may serve as the location of the “master” 911 GIS streets and address points data which will be maintained by Alameda IT and Police Department staff moving forward and leveraged by other City departments in the organization.

### **Task 2: GIS Address Mapping Support**

Prior to implementing this enhanced GIS data into a live CAD environment, it is strongly recommended that the data first be integrated into the CAD staging environment and undergo extensive geo-verification testing to ensure CAD software and format compatibility, geocoding, and NG911 information accuracy.

Pursuant to the efforts of this project, there is a need to maintain and update this valuable NG911 GIS data. Avineon can provide ad-hoc services to provide training and support for the Alameda Police and City Information Technology Departments to promote GIS address data maintenance tasks as needed.

### **Project Exclusions**

The scope of this project and associated tasks does not include any geocoder or locator services development, web application development, ArcGIS Online or Enterprise Portal administration or application development, or mobile application administration and application development. However, Avineon is ready and willing to include any tasks associated with the above systems of engagement, and will make recommendations for them to be included in subsequent projects.

### **Project Timeframe**

Avineon estimates a Task 1 timeframe of approximately four months from notice to proceed, depending on City staff availability and other factors. Every effort will be made to accelerate this schedule whenever possible to address critical needs or scheduling demands.

Task	Description	Start Date	End Date
	Kick off meeting (Remote)	Jul. 29, 2019	Jul. 29, 2019
1	911 GIS Data Review and Reconciliation	Aug. 5, 2019	Dec. 5, 2019
2	GIS Address Mapping Support	Dec 6, 2019	June 30, 2020



### ATTACHMENT B – COST PROPOSAL

The following table presents Avineon's firm-fixed pricing for the proposed project. All expenses are included in the figures for these tasks. Any changes to this proposal and the scope of work (including any unforeseen contingencies) will be made in writing and signed by both parties.

Task/Title	Price
Task 1: City of Alameda Addressing	\$59,900
Task 2: GIS Address Mapping Support (Post project)	\$10,000
Total	\$69,900

#### **Assumptions**

1. Please note that costs assume one two day trip to the City of Alameda. Any additional authorized travel and other direct costs will be billed at cost plus G&A.
2. In order to leverage Avineon's experience and provide a lower cost to the City of Alameda, our price assumes that we will re-use some existing Avineon materials in developing our tools, reports, and documentation for this project. Ownership of these "tools of the trade" will not be transferred to the City under *Clause 15* of the Service Provider Agreement but Avineon will grant to the City of Alameda a perpetual, irrevocable license to use such materials. New materials prepared for the City of Alameda under this Agreement will transfer to the City as specified in *Clause 15* of the Service Provider Agreement



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/24/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Kirkman & Conway Inc. 1300 Piccard Drive Suite LL4 Rockville MD 20850		<b>CONTACT NAME:</b> Lettie Bellve <b>PHONE (A/C, No, Ext):</b> (301) 670-0500 <b>FAX (A/C, No):</b> (301) 921-9275 <b>E-MAIL ADDRESS:</b> lballeve@kirkmanconway.com																						
<b>INSURED</b> Aveion, Inc., Aveion Canada Inc. & InfoGeographics, Inc. 1430 Spring Hill Road, Suite 300 McLean VA 22102-3018		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Hanover American Ins Co</td><td>36064</td></tr><tr><td>INSURER B:</td><td>Hanover Insurance Co</td><td>22292</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover American Ins Co	36064	INSURER B:	Hanover Insurance Co	22292	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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## COVERAGES

CERTIFICATE NUMBER: CL1952008144

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	ZZR A311506 05	05/21/2019	05/21/2020	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	ZZR A311506 05	05/21/2019	05/21/2020	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMPROP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y		UHR A311515 05	05/21/2019	05/21/2020	BODILY INJURY (Per person) \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						BODILY INJURY (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHR A288129 05	05/21/2019	05/21/2020	PROPERTY DAMAGE (Per accident) \$
	Y/N <input checked="" type="checkbox"/> Y						\$
							EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
B	Cyber Liability & Professional Liability			LHR A312181 05	05/21/2019	05/21/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Each Claim \$2,000,000
							Aggregate \$2,000,000
							Retention Each Claim \$25,000

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

Re: City of Alameda Headstart Project

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are Additional Insureds with respects to General Liability, Auto Liability, and Umbrella Liability (follows form) as required by written contract. The blanket Additional Insured forms #421-2915 06/15 for General Liability and #CA2048 0299 for Auto Liability (attached) is equivalent to the General Liability form CG2010 1093 and Auto Liability form CG2048 0299, with the exception of being "blanket as required by written contract".

*OK mthl 8/1/19*

## CERTIFICATE HOLDER

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda CA 94501-7558
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## CANCELLATION

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 <i>Marking / [Signature]</i>

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AGENCY CUSTOMER ID: 00002133

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Kirkman & Conway Inc.		NAMED INSURED Avineon, Inc., DBA: Avineon Canada Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

General Liability coverage applies on a primary and non-contributory basis in favor of the Additional Insured. The policy language includes Separation of Insureds, applies to each named insured as if that named insured was the only named insured and the policy applies separately to each insured against whom claim is made or suit is brought.

A Waiver of Subrogation applies to the General Liability and Auto Liability in favor of the Additional Insured as required by written contract. Blanket Waiver for General Liability is included in the GL Broadening Endorsement #421-2915 0615 and Auto Blanket Waiver form #461-0500 1113 (attached)

Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide 30 days written notice; 10 days if cancelled for non-payment of premium to the City of Alameda. Attention: Risk Manager.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to SECTION II – WHO IS AN INSURED:

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.



(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V – DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
    - b. used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments – Extended Reporting Period**
- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
  - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for 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.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

**ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.**

POLICY NUMBER: ZZR A311506 05

COMMERCIAL AUTO

CA 20 48 02 99

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS 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" 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.

Endorsement Effective: 05/21/2019	Countersigned By:          (Authorized Representative)
Named Insured: AVINEON INC	

**SCHEDULE**

<b>Name of Person(s) or Organization(s):</b> <b>BLANKET ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT</b>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

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

**Named Insured:** AVINEON INC

**Endorsement Effective Date:** 05/21/2019

**SCHEDULE**

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

BLANKET ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

