

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 16th day of October, 2018, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and **PANTHER INDUSTRIES**, a sole proprietor, whose address is **23782 CONNECTICUT STREET, HAYWARD, CALIFORNIA, 94544**, hereinafter referred to as (the "**Provider**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Clean, Repair, and Graffiti Removal for Bus Shelters (Various locations). City staff issued a RFP on June 21, 2018 and after a submittal period of 26 days received one submitted proposals. Staff reviewed the proposal and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for Clean, Repair, and Graffiti Removal for Bus Shelters (Various locations), upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 16th day of October 2018, and shall terminate on the 30th day of June 2018, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the compensation adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

2. SERVICES TO BE PERFORMED:

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 A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. 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 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.

b. Total compensation for work is \$41,558.76, with a ten percent contingency in the amount of \$4,155.88 for a total not to exceed of \$45,714.64. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race,

religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$1,000,000 each occurrence
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B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-

providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501
ATTENTION: Ricardo De La Torre
Ph: (510) [747-7900] / Fax: (510) [521-8762]

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Panther Industries
Dave Poto
23782 Connecticut Street #6
Hayward, CA 94545
541-409-6961

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws,

ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

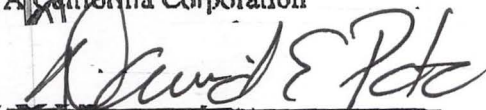
25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

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

PANTHER INDUSTRIES
A California Corporation



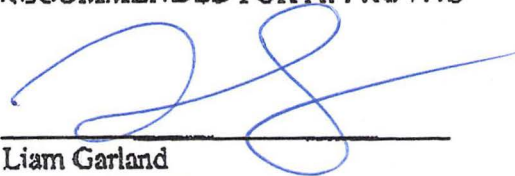
Dave Poto
Owner

CITY OF ALAMEDA
A Municipal Corporation



Dave L Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL




Liam Garland
Public Works Director


APPROVED AS TO FORM:
City Attorney

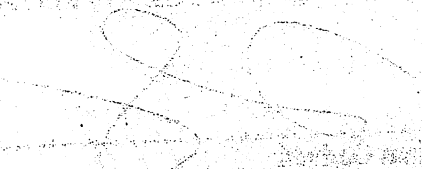


Janet Kern
City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, at the City of New York, this 1st day of January, 1900.

JOSEPH A. CANNON
Clerk of the Court

1900

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Clerk of the Court

1900

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Clerk of the Court

1900

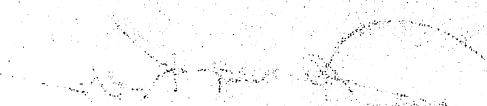
JOSEPH A. CANNON
Clerk of the Court

1900

Exhibit "A" BID

SCOPE OF WORK

A. WORK TO BE DONE. Service Provider will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that each Bus Shelter and a ten-foot perimeter will be free of litter, graffiti, and any unsightly upkeep, which discourages public transportation use. Service Provider shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Service Provider hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Service Provider shall keep the property free and clear at all times of litter and interferences. Service Provider shall provide the following services within the boundaries of each facility:

1. MAINTENANCE SERVICES - The following maintenance services will be provided to the identified bus shelters within the City of Alameda two times per week.
 - a. Task 1 - Graffiti abatement will be done on a weekly basis as directed by the Public Works Supervisor. The abatement is to take part within 48 hours of request. Acceptable methods are: using a graffiti removal aerosol, gel or scrub, which will not remove the structure's paint, imbed into the poly or glass panels. Heat pressure washer targeting the subject vandalism. Painting over the vandalism matching the original painted surface. No alterations of color or painting a non-painted surface are accepted.
 - b. Task 2 - Standard Trash Removal: Trash removal to be done within a ten-foot radius of the shelter including sticky spills, transmittable stains or slough.
 - i. Trash Can Liners: The removal and replacement of trash liners with the debris at subject sites. All litter is to be transported and disposed of appropriately. Containers are to be kept clean and properly placed. All hazards are to be reported to the Public Works Supervisor immediately for mitigation.
2. MAINTENANCE SERVICES - The following maintenance services will be provided to the identified shelters within the City of Alameda approximately two times during every three (3) month period. This service will not be provided during the month when the shelters are pressure washed.
 - a. Task 3 - Wipe off and clean shelter including benches and all visible surface areas. Remove webs, stains and all irregularities, which discourage public transportation use.
3. MAINTENANCE SERVICES - The following maintenance services will be provided to the identified shelters within the City of Alameda approximately four times per year, with a specific schedule to be developed by the City staff or Public Works Supervisor.
 - a. Task 4 - Pressure wash shelters in its entirety addressing grit, silt, tree sap and all hard to remove graffiti stains. The pressure process shall not peel or remove the paint or cause damage to the rapid transit route posters. No run-off of water will breach into the storm water system. All potential slip risks will be eliminated. A posted notice of 72 hours will be practice prior to the pressure cleaning. Hot water

is preferred but a biodegradable solute can be used with a pressure washer operating pressure of 2,000 psi at the nozzle.

4. **MAINTENANCE SERVICES** - The following maintenance services will be provided to any bus shelter within the City of Alameda on an as needed basis when requested by the City of Alameda.
 - a. Task 5 - Replace panel/glass installation, City will furnish materials or cover the costs for purchase of required materials. No tools or other equipment are subject to this agreement. Other maintenance items will be negotiated between the City and Service Provider prior to initiation of work, and will be performed on a time and material basis based on submitted hourly rates.
 - b. Remove existing and install bus shelter schedules behind security glass at specified bus shelters.
 - c. On Call pressure washing for urgent situations.

Shelter Location	Graffiti Abatement	Trash Removal	Wipe off, Clean Shelter	Pressure Wash	Replace panel/glass
SB High Street & Encinal Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week Sept, Dec, March & June	As Needed
NB Park Street & Otis Drive	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue & Oak Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue & Walnut Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue & Willow Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue & Chestnut Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue & Chestnut Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue & Grand Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue & Stanton Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue & Bay Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue & Bay Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed

WB Santa Clara Avenue & Ninth Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue & Ninth Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue & Eighth Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
WB Atlantic Avenue & Constitution Way	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
SB Main Street & Atlantic Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
EB W. Midway Avenue & Pan Am Way	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
NB Webster Avenue & Atlantic Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
SB Webster Street at Stargell Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
NB Webster Street at Stargell Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
NB Blanding Avenue & Broadway	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
Shore Line Drive & Kitty Hawk Road	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
Shore Line Drive & Grand Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
950 Marina Village Parkway	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
1000 Marina Village Parkway	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
1250 Marina Village Parkway	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed
2020 Challenger Drive	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April & May	First Week of Sept, Dec, March & June	As Needed

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price
1a.	2 times per week	Graffiti Abatement for 27 Shelters Each Tuesday and Friday	<u>\$9.38</u>
2a.	8 times per year	Wipe off and Clean Shelter for 27 Shelters First Week of July, August, October, November, January, February, April, and May	<u>\$ 6.07</u>
3a.	4 Times Per Year	Pressure Wash 27 Shelters First Week of September, December, March and June	<u>\$60.74</u>
4a.	10 Hours	Replace Panel/Glass Installation City to Furnish Materials or Cover Costs	<u>\$ 60.74</u>
5a.	4 Times Per Year	Pressure Wash Shelter for Park Street and Webster Street Shelters (see list below). First Week of September, December, March and June <ul style="list-style-type: none"> Northbound Park at Encinal Northbound Park at Santa Clara Westbound Santa Clara at Park Westbound Santa Clara at Oak Southbound Webster at Stargell Southbound Webster at Atlantic Southbound Webster at Buena Vista Southbound Webster at Lincoln Southbound Webster at Santa Clara Eastbound Santa Clara at Webster Southbound Park at Encinal Southbound Park at Santa Clara Eastbound Santa Clara at Park Eastbound Santa Clara at Oak Northbound Webster at Stargell Northbound Webster at Atlantic Northbound Webster at Buena Vista Northbound Webster at Lincoln Northbound Webster at Santa Clara Westbound Webster at Central 	<u>\$60.74</u>
5a.	4 Times Per Year	Pressure Wash Shelters for Marina Village (see list below). First Week of September, December, March and June <ul style="list-style-type: none"> 950 Marina Village Parkway 1250 Marina Village Parkway 1000 Marina Village Parkway 2020 Challenger 	<u>\$117.63</u>
			\$26,339.04
			\$ 1,311.12
			\$ 6,559.92
			\$ 607.40
			\$ 4,859.20
			<u>\$ 1,882.08</u>
TOTAL:			<u>\$41,558.76</u>



PANTH-2

OP ID: CT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2018

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 Bozzuto & Associates Insurance 34 S. Second St Campbell, CA 95008 Jennifer Anderson	CONTACT NAME: Jennifer Anderson	
	PHONE (A/C, No, Ext): 800-989-8712	FAX (A/C, No): 408-429-8460
INSURED Panther Industries David Poto 41215 Skyline Dr. Sweet Home, OR 97386	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Underwriters at Lloyds London	
	INSURER B : Nationwide Mutual Insurance Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		
NAIC #		
15792		
23787		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CISDTW003885 18	05/20/2018	05/20/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Owner/Cont Prot.						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY	X		ACP7812520963	02/05/2018	02/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						CLAIMS-MADE
DED RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y/N			WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				N/A			OTH-ER
If yes, describe under DESCRIPTION OF OPERATIONS below				Date 10-15-18			E.L. EACH ACCIDENT \$
				Lucretia Akil, City Risk Manager			E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Job: Bus shelter maintenance for the City of Alameda.
City of Alameda, it's city council, boards, commissions, officers and employees are named as additional insured as required by contract for all work performed by named insured per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

CITYOFA

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

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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CITY OF ALABAMA
HIGHWAY DEPARTMENT

10-12-01

LUCILLE ANN CIVIL SERVICE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions


This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed;

or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CITY OF ALAMEDA
Risk Management

 Date 10-15-18
Lucretia Akil, City Risk Manager

MEMORANDUM FOR THE RECORD TO: THE BOARD OF DIRECTORS FROM: THE CITY MANAGER

RE: [Illegible Title]

SUBJECT: [Illegible Subject]

[Illegible body text paragraph 1]

[Illegible body text paragraph 2]

[Illegible body text paragraph 3]

[Illegible body text paragraph 4]

[Illegible body text paragraph 5]

[Illegible body text paragraph 6]

[Illegible body text paragraph 7]

[Illegible body text paragraph 8]

CITY OF ALAMEDA
Risk Management
10-21-91
[Signature]
Lucinda Ann City Risk Manager

--

POLICY NUMBER	EFFECTIVE DATE AND TIME	INSURED
CISDTW003885 18	05/20/2018	David Poto DBA: Panther Industries

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND PROTECTIVE LIABILITY COVERAGE FORM

The following is added to the Owner Insurance conditions of **SECTION IV - CONDITIONS**::

Other Insurance:

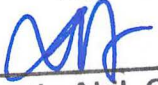
Third Party

It is agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

CITY OF ALAMEDA
Risk Management
 Date 10-15-18
Lucretia Akil, City Risk Manager

CITY OF ALABAMA
Risk Management

12/12/14

Director and City Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART


SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management

Date 10-15-18
Lucretia Akil, City Risk Manager

MEMORANDUM FOR THE CITY MANAGER

DATE: 10/12/2010

TO: THE CITY MANAGER

FROM: THE CITY MANAGER

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

CITY OF ALABAMA
Risk Management
10/12/10
LUCETTA ARI, City Risk Manager

Auto

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. CHANGES FOR TRAILERS AND FARM EQUIPMENT

- Under SECTION I - COVERED AUTOS, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
- "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
- Farm wagons or farm implements while being towed by a covered "auto".

C. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

Paragraph B.2 of SECTION I - COVERED AUTOS is replaced by the following:

- If Symbol 7 is entered next to coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

D. AUTOS HIRED OR RENTED BY EMPLOYEES

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

A. Changes In Covered Autos Liability Coverage

The following is added to the Who Is An Insured Provision in SECTION II - COVERED AUTOS LIABILITY COVERAGE:

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

B. General Conditions

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

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

- Any covered "auto" you lease, hire, rent or borrow; and
- Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. EMERGENCY LOCKOUT - PRIVATE PASSENGER VEHICLES

Added in SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2 Coverage Extensions:

CITY OF ALAMEDA
Risk Management

10-15-16
Date
Lucy Akil, City Risk Manager

AC 70 07 03 16

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Page 1 of 4

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Handwritten signature or initials at the top of the page.

TO THE HONORABLE SECRETARY OF THE
NAVY
WASHINGTON, D. C.

Dear Sir:
I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the above subject.
The Bureau is at present unable to furnish the information requested, as the same is not available at this time.
I am, Sir, very respectfully,
Yours very truly,
[Signature]

Very truly yours,
[Signature]
[Title]
[Department]

RECEIVED
NAVY DEPARTMENT
JAN 15 1904
[Stamp]

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

F. REPLACED EXCLUSIONS

In SECTION II – COVERED AUTOS LIABILITY COVERAGE B.1. Expected or Intended Injury is replaced by the following:

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree than initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

G. ADDITIONAL EXCLUSIONS

The following exclusions are added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions:

Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
 - 1) Employment;
 - 2) Investigation;
 - 3) Supervision;
 - 4) Reporting to the proper authorities, or failure to so report; or
 - 5) Retention;

of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

Explosives

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

Rolling Stores

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

Wrong Delivery of Liquid Products

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

Professional Services

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.
- c. "Bodily injury" or "property damage" resulting from the handling of corpses.

H. ACCIDENTAL AIRBAG DISCHARGE COVERAGE

Under Paragraph B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

I. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.

2. \$1,000 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 "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.

5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

J. GLASS REPAIR –WAIVER OF DEDUCTIBLE

Under Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

K. MOTOR HOME OR RECREATIONAL VEHICLE CONTENTS NOT COVERED

1. For a covered "auto" that is a motor home the following exclusions are added to the SECTION III – PHYSICAL DAMAGE COVERAGE

2. Motor Home Contents

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".
- b. "Loss" to TV antennas, awnings or cabanas.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if coverage has been added to the policy elsewhere by endorsement.

L. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

The requirement in Loss Condition 2.a. Duties In the Event Of Accident, Claim, Suit Or Loss – of Section IV - BUSINESS AUTO CONDITIONS SECTION

that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to:

- 1. You, if you are an individual
- 2. A partner, if you are a partnership;
- 3. An executive officer or the employee designated by you to give such notice if you are a corporation; or
- 4. A member, if you are a limited liability company.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Section IV - BUSINESS AUTO CONDITIONS SECTION is amended by the addition of the following:

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 nonrenewal.

N. LIBERALIZATION

Paragraph 3 of the General Conditions is replaced by the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

AC 70 07 03 16

**O. SECTION V – DEFINITIONS of the
BUSINESS AUTO COVERAGE FORM is
amended as follows:**

The definition of "bodily injury" is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.