

ORIGINAL

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 16th day of October, 2019, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **PANTHER INDUSTRIES**, a sole proprietor, whose address is **23782 CONNECTICUT STREET, HAYWARD, CALIFORNIA, 94544**, hereinafter referred to as (the "**Provider**"), is made with reference to the following:

RECITALS:

A. On October 16, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") to Clean, Repair, and perform Graffiti Removal for Bus Shelters (Various locations) in the amount not to exceed \$45,714.64.

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 1, TERM of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 1st day of July, 2018, and shall terminate on the 30th day of June 2023, unless terminated earlier as set forth herein.

2. Paragraph 3b, COMPENSATION TO PROVIDER of the Agreement is modified to read as follows:

Compensation for work done under this Agreement, shall not exceed as follows:

FY 18-19 total compensation shall not exceed \$45,714.64.

FY 19-20 total compensation shall not exceed \$45,714.64.

FY 20-21 total compensation shall not exceed \$46,628.93.

FY 21-22 total compensation shall not exceed \$47,561.51.

FY 22-23 total compensation shall not exceed \$48,512.74.

Total five year compensation shall not exceed **\$234,132.46**.

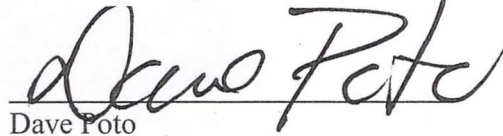
3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

Signatures on following page

PANTHER INDUSTRIES

A Sole Proprietor



Dave Foto
Owner

CITY OF ALAMEDA

A Municipal Corporation

Eric J. Levitt
City Manager


RECOMMENDED FOR APPROVAL



Liam Garland
Public Works Director

APPROVED AS TO FORM:

City Attorney



Lisa Maxwell
Assistant City Attorney

EXHIBIT A1

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.

Emergency Calls

On occasion the City of Alameda may request the Service Provider perform corrective, emergency service that is outside the scope of routine service activities. Emergency service will be requested verbally or in writing when the safety of the public or employees may imminently be threatened.

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

Avenue and Oak Street	Friday	Friday	Aug, Oct, Nov, Jan, Feb, April and May	Sept, Dec, March & June	
EB Santa Clara Avenue and Oak Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB High Street and Encinal Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB High Street and Encinal Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Park Street and Otis Drive	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Park Street and Encinal Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB Park Street and Encinal Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Park Street and Santa Clara Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB Park Street and Santa Clara Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue and Park Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue and Park Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue and Oak Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue and Oak Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue and Walnut Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and 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 and May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue and	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed

Chestnut Street			Feb, April and May	March & June	
EB Santa Clara Avenue and Chestnut Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
WB Santa Clara Avenue and 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 and 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 and Bay Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue and Bay Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and 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 and Ninth Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue and Eighth Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
WB Atlantic Avenue and Constitution Way	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB Main Street and Atlantic Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
EB W. Midway Avenue and Pan Am Way	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Webster Avenue and Central Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Webster Avenue and Santa Clara Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB Webster Avenue and Santa Clara Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
EB Santa Clara Avenue and Webster Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed

NB Webster Avenue and Lincoln Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB Webster Avenue and Lincoln Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Webster Avenue and Buena Vista Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB Webster Avenue and Buena Vista Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Webster Avenue and Atlantic Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB Webster Avenue and Atlantic Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and 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 and 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 and May	First Week of Sept, Dec, March & June	As Needed
NB Blanding Avenue and Broadway	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
Shore Line Drive and Kitty Hawk Road	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
Shore Line Drive and Grand Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
Marina Village Parkway	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and 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 and 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 and 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 and May	First Week of Sept, Dec, March & June	As Needed

NB Webster Avenue and Lincoln Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
SB Webster Avenue and Lincoln Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Webster Avenue and Buena Vista Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
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NB Webster Street at Stargell Avenue	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
NB Blanding Avenue and Broadway	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
Shore Line Drive and Kitty Hawk Road	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
Shore Line Drive and Grand Street	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and May	First Week of Sept, Dec, March & June	As Needed
Marina Village Parkway	Tuesday/ Friday	Tuesday/ Friday	First week of July, Aug, Oct, Nov, Jan, Feb, April and 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 and 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 and 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 and May	First Week of Sept, Dec, March & June	As Needed



CERTIFICATE OF LIABILITY INSURANCE

PANTH-2

OP ID: CT

DATE (MM/DD/YYYY)

09/25/2019

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 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: Callie Torresan	
	PHONE (A/C, No, Ext): 800-989-8712 FAX (A/C, No): 408-429-8460	
	E-MAIL ADDRESS: calliet@dbinsurance.com	
INSURED Panther Industries David Poto 41215 Skyline Dr. Sweet Home, OR 97386	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Burlington Insurance Co.	23620
	INSURER B : California Automobile Ins Co	38342
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner/Cont Prot. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	539B013391	05/20/2019	05/20/2020	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	BA040000054929	09/20/2019	09/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$
						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 and Volunteers as included as an additional insured on General Liability & Commercial Automobile policies per the attached endorsements. Insurance is primary and non-contributory per the 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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NOTEPAD:

HOLDER CODE CITYOFA
INSURED'S NAME Panther Industries

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OP ID: CT

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Date 09/25/2019

non-contributory per the attached endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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 the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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 location of the covered operations has been completed; or
- b. 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.

C. 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 is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

All operations at locations at which the insured was at any time:

- 1. Covered, offered Coverage, or denied coverage; or**
- 2. Enrolled, offered enrollment, or not allowed to enroll under a wrap-up program**

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;**
- (2) Has limits adequate to cover all claims; or**
- (3) Remains in effect.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations where required by written contract.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. 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.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

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

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

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

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

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

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

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

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

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