

ORIGINAL

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 30th day of May, 2018, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and **TRIMACS MAINTENANCE & LANDSCAPE CONSTRUCTION, INC.**, a California Corporation, whose address is **80 HEGENBERGER LOOP, OAKLAND, CALIFORNIA 94621**, (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: Marina Village Landscape & Lighting District Landscape Maintenance. City staff issued a RFQ on February 14, 2018 and after a submittal period of 15 days received one submitted proposal. The City has previously contracted with Trimacs Maintenance & Landscape Constructions, Inc. for this work and desire to have them perform the scope of work through FY 2018/2019.
- 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 Marina Village Landscape & Lighting District Landscape Maintenance, 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 21st day of May 2018, and shall terminate on the 31st day of May 2019, 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 and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

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:

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. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from CIP 275600.

Total compensation for work under this agreement is \$55,620, with a fifteen percent contingency in the amount of \$8,343 for a total not to exceed of \$63,963. **Use of contingency shall be at the City's sole discretion 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:	\$2,000,000 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
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Liz Acord, Public Works Coordinator
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

Trimacs Maintenance & Landscape Construction, Inc.
80 Hegenberger Loop
Oakland, CA 94621

Attention: Stephen B. McAuliffe, President
Ph: (510) 569-9660 _____

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. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited

exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

26. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

27. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the

City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

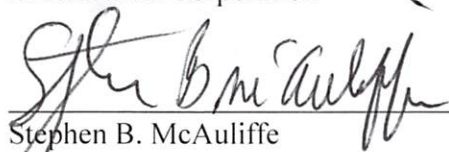
28. CAPTIONS:

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.

TRIMACS MAINTENANCE & LANDSCAPE
CONSTRUCTION, INC.
A California Corporation


Stephen B. McAuliffe
President

CITY OF ALAMEDA
A Municipal Corporation


Elizabeth D. Warmerdam
Acting City Manager


Jeff McAuliffe
Vice President

RECOMMENDED FOR APPROVAL


Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Janet Kern
City Attorney

EXHIBIT A

SCOPE OF WORK

A. **WORK TO BE DONE.** The work to be done consists of furnishing all licensing, all labor, equipment transportation, materials, monthly reports and supervision necessary to provide complete and continuous management and maintenance of all turf, ground covers, trees, shrubs within the Public Right of Way (streets and medians) and public park land within the SteelWave Marina Village Business Park, and all other work connected thereto as specified below. All work shall be performed in accordance with the attached Tentative Frequency of operations schedule in Section VI.

The Contractor shall provide a detailed Landscape Maintenance Schedule and approved SWPPP and project schedule for review at the time of the preconstruction meeting. Contractor shall not commence work in the field until the PW Coordinator has approved the final or tentative Landscape Maintenance Schedule and SWPPP and project schedule.

B. **AREA OF WORK.** The area of work consists of maintaining all landscaped areas within publicly owned land and within the public right-of-way of the following streets:

Marina Village Parkway

Challenger Drive

Independence Drive

Triumph Drive – east side of Independence to Atlantic

Atlantic Ave – Railroad Track at Sherman to Constitution

Alameda Park - From lagoon edge to the Estuary shoreline and extending from the Yacht Club parking to the Harbor Master Offices. Park area includes smaller park/landscaped area behind 1080 Marina Village Parkway.

1. Maintain the turf area between curb and sidewalk along both sides
2. Maintain the shrubs, ground cover and trees within all medians.
3. Maintain landscaping surrounding 3 Utility Easement which consist of the transformer installation directly in back of the paved sidewalk
4. Maintain turf, shrubs, hedges and ground cover within the Alameda Park

1. Personnel/Supervision

1.1 All Included work shall be performed by persons directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision. A qualified foreman/Supervisor on site at all times with the ability to direct, make technical recommendations, attend city meetings, respond to emergencies and residents' concerns as well as manager and oversee the implementation of the Landscape Maintenance Schedule along with the SWPP and project schedule.

1.2 Subcontractors may be utilized to perform certain specialized

functions within this contract and will be directly supervised by Contractor. No subcontract or other assignment hereunder shall be made without prior written consent of City, and when consent is granted it shall not relieve Contractor of any obligation to City hereunder.

1.3 Recognizable uniformed employees shall be the standard during normal operating hours is subject to the approval of the City as to professional appearance and performance.

1.4 All work shall be conducted in a manner so as to cause the least possible interference with or annoyance to others.

2. Materials

2.1 Materials shall be of the highest quality available.

2.2 All chemicals used shall be City approved as per the label application as regulated by EPA government approved and applied in accordance with manufacturer's instructions and government regulations. All chemicals shall be non-corrosive, non-staining, and shall not leave a flammable residue.

3. Turf Care

All turf shall be maintained in accordance with the Frequency of Operations Schedule by the following:

3.1 Turf shall be mowed to a height of two inches or as appropriate using sharp, adjusted mowing equipment using a rotary mower with a mulching deck and sharp mulching blades mowing above the shoot collar or a seven blade reel mower while managing to avoid turf clumps that dry and leave a poor appearance. Additional passes with the mower shall be performed as necessary to pulverize and eliminate the poor appearance. No grass clippings shall be left on the turf that will not dry up and fall below growing level within 24 hours. Contractor shall trim around sprinkler heads, shrubs and trees as necessary.

3.2 Turf shall be edged back from paved areas, buildings, walkways and utility fixtures to maintain a neat, attractive appearance.

3.3 Turf shall be fertilized using sound horticultural management practices, with consideration given to visual appearance. Slow release fertilizer with an analysis of 32-2-4 shall be applied to the turf at the rate of one pound of actual Nitrogen per 1,000 square feet four times per year.

3.4 Trash, leafs, twigs, and other undesirable materials shall be removed from turf prior to mowing and shall result in a clean well defined mow pattern turf.

3.5 Post-emergent herbicides shall be used to suppress undesirable weeds and grasses under the supervision of a PCA and State Licensed qualified Applicator following the pre-approval of City representative and implementing the approved Landscape Maintenance Plan. All other pesticide application to the turf is EXCLUDED. Pest populations shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pest control necessary to maintain plant health, appearance, and general safety. The Contractor shall recommend to City the proper actions to be taken along with suggested timing and cost of the work at time and materials. Work will only be performed upon approval of a separate Work Order at an agreed cost.

3.6 All turf areas shall be aerated two (2) times annually. The operator shall make two ninety degree passes of all turf areas. Soil plugs resulting from aeration operations may be allowed to remain on turf but must be ground on same day with the use of mulching deck rotary mower or a seven blade reel mower.

All precautions will be taken to prevent damages to the irrigation system, including: Valve covers, piping, and sprinklers. The contractor shall flag all the irrigation components to avoid damaging and shall verify no damages after aeration by running the system and repairing all damages caused by the operation.

3.7 All turf areas shall be dethatched annually. The operator shall cover all the turf to remove the excessive thatch build up and then remove and dispose of the waste.

4. Ground Cover Care and Flowering Fascicles.

Ground cover shall be maintained in accordance with the Frequency Schedule by the following:

4.1 Ground covers shall be edged back from paved areas, buildings, walkways and utility fixtures to maintain a neat, natural attractive appearance. Ground covers shall not be allowed to grow onto shrubs or trees planted in ground Cover beds.

4.2 Ground covers shall be mowed or selectively pruned to achieve a natural appearance one (1) time annually to reduce height by approximately 30% and promote health and vigor. Ground cover shall be maintained at a height 12 inches or less.

4.3 Ground covers shall be fertilized using sound horticultural management practices, consideration given to visual appearance. Fertilizer used on ground covers will have an analysis of 16-6-8 and shall be applied at a rate of 1 pound of actual nitrogen per 1,000 square feet, annually.

4.4 Trash, leaves, twigs, surface rocks and other undesirable materials shall be removed from beds.

4.4.1 Undesirables materials include but are not limited to: Mammal waste, unsightly/expired flower stocks, all other debris

4.5 Weed Control shall be maintained so that all areas are reasonably weed free and no obvious weeds are left visible. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides as approved by the City within the Landscape Maintenance Plan. Hand pulling and/or mechanical removal may also be necessary. (see IPM)

4.6 Use of snail bait is not authorized.

5. **Tree and Shrub Care**

Trees and shrubs no greater than fifteen (15) feet in height and/ or greater than six (6") inch Diameter at Breast Height shall be maintained, in accordance with the Frequency Schedule, by the following:

5.1 Pruning shall be done to select and develop permanent scaffold branches; to eliminate diseased or damaged growth; to eliminate weak branch attachment angles, to reduce wind damage by thinning out the canopy and to encourage a natural growth pattern of each specific variety within space limitations.

5.2 All included trees and shrubs shall be kept pruned back to clear all roads, drives and walkways towards achieving safety or all pedestrians and vehicles. Pruning shall be done to keep plants clear of all doorways and important windows. Any limbs or branches touching or brushing buildings or other structures shall also be headed back.

5.3 Major structural pruning of trees and shrubs shall be done when trees are most dormant.

5.4 Light pruning of trees and shrubs for shape, size, and clearance shall be done as necessary.

5.5 Trees and shrubs shall be fertilized using sound horticultural management practices, with consideration given to visual appearance. Fertilizer used for tree and shrub areas shall have an analysis of 16-6-8 and shall be applied at a rate of 1 pound of available nitrogen per 1,000 square feet.

5.6 Lower branches of young trees shall not be removed but shall be retained in a "tipped back" condition to attain maximum trunk caliper

growth until trees are able to stand without artificial support.

5.7 All pruning cuts are to be made using sound, generally accepted horticultural practices.

1.8 Trees over fifteen (15) feet in height that require pruning are EXCLUDED but may require maintenance for the necessary clearances over pedestrian walks, sitting and other such locations. Pruning needs for trees over fifteen (15) feet shall be monitored by the Contractor. The Contractor is responsible to notify the City of all pruning necessary (including removal) to maintain tree health, appearance, and general safety.

1.9 Sucker growth shall be removed at source soil level.

5.10 The objective of shrub pruning is the same as for trees: to thin, shape, to maximize ornamental qualities (i.e., flowers, fruit or berries) and to attain a natural, healthy appearance. Hedges shall be selectively pruned to maintain an even height. Hedges are not to be sheared.

5.11 Staking and guying shall be eliminated as rapidly as trees become self-supporting under normal environmental conditions. If still unstable after trunk caliper exceeds four inches (4") or in two years after planting, tree replacement shall be recommended to the City. While in place, stakes and guys shall be inspected and adjusted to prevent girdling or rubbing damage to trunk or limbs, as needed. All tree ties and guys shall be loosened to allow tree to flex with the wind to allow for strengthening of the trunk.

5.12 Cabling, staking or guying new or existing trees is EXCLUDED. If necessary, City may request Contractor to provide a cost estimate for work at Time and Materials. Work will only be performed upon approval of a separate Work Order.

5.13 A ring of bare earth/ wood bark 16-18 inches in diameter on new trees, greater on larger root flared trees shall be maintained weed and grass free around each tree in turf areas. Trunk damage resulting from mechanical weed control (i.e., weedwackers) will be grounds for a penalty of \$75.00 per incidence or the full replacement value of a replacement tree as like size to be charged to the Contractor.

5.14 Weed Control shall be maintained so that all areas are reasonably weed free and no obvious weeds are left. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides. Mechanical or hand pulling may also be necessary.

5.15 Pest populations shall be monitored by the Contractor. The

Contractor is responsible to notify the City of all pest control necessary to maintain plant health, appearance, and general safety. The Contractor shall recommend the proper actions to be taken along with suggested timing of work to the City. Work will be performed upon approval of a separate Work Order. (see IPM)

5.16 Debris and leaf litter shall be removed from beds.

5.17 Dead plants and those in a state of decline shall be brought to the City's attention immediately. Contractor agrees to replace all plant materials that decline or die due to negligence of the Contractor at the Contractor's expense. Replacement plants shall be of a size variety and condition acceptable to the City.

6. Irrigation

The irrigation system(s) shall be maintained in accordance with the Frequency Schedule by the following:

6.1 Contractor shall complete preventative maintenance inspect all irrigation systems for correct operation and coverage in dry and wet. System shall be adjusted as necessary and the contractor will complete all adjustments and labor on laterals up to the valves, wiring and controllers weekly including monthly reports at no additional cost to the owner;

6.2 Extensive repairs shall be reported to City along with estimated costs of the work at time and materials. Work will only be performed upon approval of a separate Work Order at an agreed cost.

6.3 Accidental damage resulting from Contractor's operation shall be repaired without charge, within one watering period, trees, turf, shrubs or ground cover decline/demise caused by delayed repairs to irrigation system will be replaced at the contractor's cost.

6.4 Needed repairs resulting from vandalism, accident, animals, normal wear or other cause shall be reported to the City and shall be performed upon approval of a separate Work Order. However, Contractor shall use good judgment to make such immediate repairs as may be required to prevent unnecessary expense, water-waste and/or prevent damage to the landscape. In all cases, a detailed statement of charges will be submitted to the City for payment subject to inspection of said repairs.

6.5 The sprinkler heads shall be checked, cleaned, adjusted, and trimmed around to ensure proper coverage.

6.6 All adjustments and settings of automatic controllers shall be made to established frequency and length of watering periods, striving for maximum benefit with minimum water usage.

6.7 Watering will be done preferably at night or early morning. Care shall be taken to reduce runoff, ponding, or erosion. Overspray onto vehicles, pavement or buildings shall be avoided.

6.8 Contractor shall check all systems for proper operation on a weekly basis and provide a monthly performance report but making all the necessary repairs as outline herein special attention to the process shall be done in late winter. All lateral lines shall be flushed free of grit and gravel at the same time by removing or opening the last head on each line.

7. Paved Areas

Paved areas shall be maintained in accordance with Frequency Schedule by the following:

7.1 Cracks in sidewalks, curbs, gutters, and other paved areas shall be sprayed to control weeds in accordance with Frequency Schedule.

7.2 Sidewalks shall be blown free of maintenance and seasonal related debris.

7.3 Decomposed granite and bark surfaces shall be kept weed free and properly graded to avoid wrought and offsets.

8. Integrated Pest Management

8.1 Contractor shall implement an Integrated Pest Management program, emphasizing a preventive approach to disease and insect problems, maintaining optimum health and vigor for the plants. Whenever possible, the least toxic products available will be used, which will also be consistent with good pest management practices and results.

8.2 Contractor shall pre-notify client of all pest control activities 48 hours prior to application, with the exception of routine monthly herbicide spraying and snail bait applications.

9. General Conditions

9.1 Contractor shall walk the entire site each month with the Manager or at the Manager convenience, to ensure that all operations are being done in accordance with Frequency Schedule. The City shall be notified when the schedule is changed and provide a written notice as per the Landscape Maintenance Plan.

9.2 Any removal and/or replacement of plant material, or extra cleanup of the landscape caused by storm damage, acts of God, or other conditions outside of Contractor's control, will be performed upon approval of a separate Work Order. However, the Contractor shall use

good judgment in taking necessary immediate actions to prevent or eliminate safety hazards; a detailed statement of charges will be submitted to the City for payment subject to inspection of said repairs.

9.3 Contractor shall obtain all licenses and permits required by City, County and State authorities.

9.4 All clippings or cuttings or other debris collected during Contractor's maintenance operations shall become the Contractor's property and removed from site by the Contractor.

9.5 City shall be notified immediately of any existing or potential problems and/or safety concerns noticed on site by the Contractor or Contractor's personnel.

9.6 An emergency service shall be made available on a 24-hour a day, seven-day per week basis.

9.7 All labor will be provided for the following services while the City will provide the supplies that are warranted by the scope of work:

- Graffiti Abatement
- Additional bark to play/exercise areas
- Decomposed Granite wrought repairs
- Trash liner rotation
- Power washing
- Sand bagging
- Securing with barricades

TABULATION OF PRELIMINARY ESTIMATE OF QUANTITIES

Frequency by Month		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Item No.	Activity													
A.	Park Maintenance Including													
	Mow	2	2	3	3	4.3	4.3	4.3	4.3	4.3	4.3	3	2	40.8
	Edge	2	2	2	2	2	2	2	3	2	3	2	2	26
	Fertilize - slow release		1		1		1		1		1		1	6
	Leaf/Debris/Trash Removal	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	51.6
	Irrigation PM and Programming		1	1	4.3	4.3	4.3	4.3	4.3	4.3	4.3	1		33.1
	Prune Shrubs size/structure			1	1	1	1	1	1	1	1			8
	Post Emerg. Weed app. - if needed			1			1			1				3
	Aerate		1			1			1					3
	Dethatch													1
	Weed Control on pavement	2	2	2	2	2	2	2	2	2	2	2	2	1
	Monthly Inspection Punchlist	1	1	1	1	1	1	1	1	2	2	1	1	14
B.	Maintain Planter strip between curb and sidewalk Including													
	Mow	2	2	3	3	4.3	4.3	4.3	4.3	4.3	4.3	3	2	40.8
	Fertilize		1		1		1		1		1		1	6
	Leaf/Debris/Trash Removal	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	51.6
	Aerate		1			1			1					3
	Dethatch													1
	Irrigation PM and Programming		1	1	4.3	4.3	4.3	4.3	4.3	4.3	4.3	1		33.1
	Check/Trim trees for ped clearance												1	1
	Weed control on pavement	2	2	2	2	2	2	2	2	2	2	2	2	24
	Monthly Inspection Punchlist	1	1	1	1	1	1	1	1	2	2	1	1	14
C.	Maintain Medians Including													
	Prune Shrubs size/structure			1	1	1	1	1	1	1	1			8
	Fertilize			1					1					2
	Leaf/Debris/Trash Removal	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	51.6
	Post Emerg. Weed app. - if needed	2	2	2	2	2	2	2	2	2	2	2	2	24
	Pre Emerg. Weed app - if needed		1								1			2
	Adjust/Remove Stakes & Ties			1							1			2
	Irrigation PM and Programming		1	1	4.3	4.3	4.3	4.3	4.3	4.3	4.3	1		33.1
	Weed control on pavement	2	2	2	2	2	2	2	2	2	2	2	2	24
	Monthly Inspection Punchlist	1	1	1	1	1	1	1	1	2	2	1	1	14
NOTE: 4.3 is equal to the average number of weeks per month														

EXHIBIT B
BID PROPOSAL

EXHIBIT B

BIDDER'S PROPOSAL

Specifications and Special
Provisions

Proposal to the COUNCIL of the
CITY OF ALAMEDA:

Filed:

Landscape Maintenance for
Marina Village Landscape & Lighting District
Alameda, California

The undersigned declares that he has carefully examined the location of the proposed work and the Plans, Specifications, and Special Provisions therefore, referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Plans, Specifications and Special Provisions for the unit prices set forth in the following schedule:

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
A. PARK MAINTENANCE				
		As outlined in Preliminary Quantities		
		@ <u>Twenty Thousand</u>		
		<u>Seven Hundred Dollars</u>	<u>\$ 1,725.00</u>	<u>\$ 20,700.00</u>
		Lump Sum		
B. PLANTER STRIP MAINTENANCE				
		that area between curb and sidewalk/ with work as outlined in Preliminary Quantities		
		@ <u>Ten Thousand</u>		
		<u>Five Hundred Dollars</u>	<u>\$ 875.00</u>	<u>\$ 10,500.00</u>
		Lump Sum		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
C. MEDIAN MAINTENANCE as outlined in Preliminary Quantities				
		@ <u>Seven Thousand Nine</u>		
		<u>Hundred Twenty Dollars</u>	<u>\$ 660.00</u>	<u>\$ 7,920.00</u>
		Lump Sum		

D. IRRIGATION REPAIRS

1.	300 Heads Labor/Materials	@ <u>Twenty One Dollars</u>		
		<u>and Fifty Cents</u>	<u>\$ 21.50</u>	<u>\$ 6,450.00</u>
		Each Head		
2.	40 Irrigation Line Repairs	@ <u>Ninety Five Dollars</u>		
			<u>\$ 95.00</u>	<u>\$ 3,800.00</u>
		Each Repair		
3.	50 Irrigation Valve Repairs	@ <u>One Hundred Twenty</u>		
		<u>Five Dollars</u>	<u>\$ 125.00</u>	<u>\$ 6,250.00</u>
		Each Valve		

TOTAL BID: ~~\$ 65,620.00~~ 55,620 gpa

TOTAL BID WRITTEN IN WORDS: Sixty Five Thousand Six Hundred Twenty Dollars

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Trimancs Maintenance &
Firm Name (Please Print) Landscape Construction, Inc.

Signature of Person on Behalf of Firm _____

Business Address 80 Hegenberger Loop

City, State, Zip Oakland, CA 94621

Dated: 03/08/2018

Phone No 510-569-9660

Name	Title	Address
(Of Officers or Partners)		
Stephen B. McAuliffe	President	80 Hegenberger Loop Oakland, CA 94621

Incorporated under the laws of the State of California

Contractor's License No. 319315 Expiration Date: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion Of Work Subcontracted</u>
N/A	

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certified that he has _____.
has not _____. participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: Marina Village Landscape & Lighting District Landscape Maintenance

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Stephen B. McAuliffe

President


(Signature of Bidder)

Trimacs Maintenance & Landscape Construction, Inc.

80 Hegenberger Loop, Oakland, CA 94621

Business Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2017

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 Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Debbie Cerkueira PHONE (A/C, No, Ext): (559) 650-3555 FAX (A/C, No): (559) 650-3558 E-MAIL ADDRESS: dcerkueira@lcisinc.com
INSURED Trimacs Maintenance and Landscape Construction Inc 80 Hegenberger Loop Oakland CA 94621	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 17/18 Pkg & Auto **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Pd Ded GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X Y	618-00-07-32-0002	7/15/2017	7/15/2018	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 \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X Y	618-00-07-32-0002	7/15/2017	7/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		618-00-07-32-0002	7/15/2017	7/15/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

CITY OF ALAMEDA
Risk Management

[Signature]
Date 5-16-18
Lucrotia Akil, City Risk Manager

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: All landscape operations performed by or on behalf of the named insured
Primary Insurance/Non Contributory Blanket Additional insured AI & Waiver per attached OBPGL04340414 & VCA2010109
The City of Alameda, its City Council Boards and Commissions, officers & employees, GS Commercial Management dba GS Management Company (Excluding Professional Liability) are named as additional insured

CERTIFICATE HOLDER City of Alameda Public Works Department Alameda Point Building 1 950 West Mall Square Room 110 Alameda, CA 94501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Cerkueira/ACOMBE <i>[Signature]</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2018

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

PRODUCER Stanley M. Davis & Company Insurance Brokers 250 Juana Avenue, Suite 201 San Leandro CA 94577		CONTACT NAME: NeCole Farrell PHONE (A/C, No, Ext): (510) 895-4800 FAX (A/C, No): (510) 895-3995 E-MAIL ADDRESS: necole@smdinsurance.com	
INSURED Trimacs Maintenance & Land Construction, Inc. 80 Hegenberger Loop Oakland CA 94621		INSURER(S) AFFORDING COVERAGE INSURER A: Praetorian Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2018-19

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EQB9102745	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CITY OF ALAMEDA
Risk Management
Date 5-16-18
Lucretia Akil, City Risk Manager

CERTIFICATE HOLDER

CANCELLATION

City of Alameda, Public Works Department 950 West Mall Sq RM 110 Alameda CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>NeCole Farrell</i>
---	--

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following is added to Paragraph 2. In SECTION II - WHO IS AN INSURED:

Any person or organization you are required by written contract or agreement to name as an additional insured subject to the following: ✓

Any such person or organization must be approved in writing by us as an additional insured. Coverage for such person or organization will begin on the date of our approval.

- a. No such person or organization is an additional insured for your acts, errors or omissions if such acts, errors or omissions are not also covered under such person or organization's liability insurance.
- b. No such person or organization is an additional insured for "bodily injury" or "property damage" for acts, errors or omissions of any additional insured.

B. With respect to the insurance afforded to the additional insureds under Paragraph A. above, 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:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

C. With respect to the insurance afforded to the additional insureds under Paragraph A. above, Paragraph I. Damage To Your Work in Paragraph 2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES is replaced by the following

This insurance does not apply to:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

D. With respect to the insurance afforded to the additional insureds under Paragraph A. above, The following is added to Paragraph 4. Other Insurance in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary if required by the contract or agreement. If there is no such requirement, this insurance will be excess and paragraph b. Excess Insurance applies.

CITY OF ALAMEDA
Risk Management

Date 5-16-18
Lucretia Akil, City Risk Manager

COMMERCIAL GENERAL LIABILITY



- E. With respect to the insurance afforded to the additional insureds under Paragraph A. above, the following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**, in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, we will waive our rights to recover against any additional insured for payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under the contract or agreement and included in the "products completed operations hazard"

if such waiver is required by the contract or agreement.



Policy Number: 618-00-07-32-0001

Name Insured: Trimacs Maintenance and Landscape Construction Inc

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date: 7/15/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

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

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
 2. Two-way mobile radio or telephone;
 3. Scanning monitor receiver; or
 4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a. their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS** – the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer of the corporation or insurance manager, if you are a corporation; or
- d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

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

For purposes of this coverage grant, paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form 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".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. 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.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph **C. Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph **a.** of this provision **18.** does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph **a.** of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE Coverage Extensions**, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.