

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 17th day of December, 2019, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **TRIMACS MAINTENANCE & LANDSCAPE CONSTRUCTION, INC.**, a California Corporation, whose address is **80 HEGENBERGER LOOP, OAKLAND, CALIFORNIA 94621**, (the "Provider"), is made with reference to the following:

RECITALS:

A. On May 30, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in the amount of \$63,963.

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

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

1. Item No. 1, **TERM**, of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 21st day of May 2018, and shall terminate on the 30th day of June 2020, unless terminated earlier as set forth herein."

2. Item No. 3, **COMPENSATION TO PROVIDER**, Paragraph 2 of the Agreement is modified to read as follows:

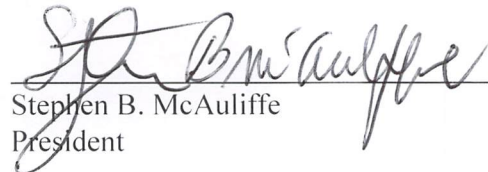
"Total compensation for work under this first amendment to agreement is \$57,288.60, with a fifteen percent contingency in the amount of \$8,593.29 for a total not to exceed of \$65,881.89. The total compensation for this agreement is \$129,844.89. **Use of contingency shall be at the City's sole discretion for items of work outside the original scope and requires prior written authorization by the City.**"

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

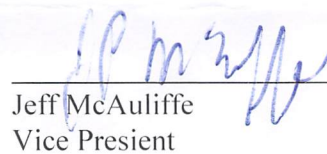
Signatures on following page

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

TRIMACS MAINTENANCE & LANDSCAPE
CONSTRUCTION, INC.
A California Corporation



Stephen B. McAuliffe
President

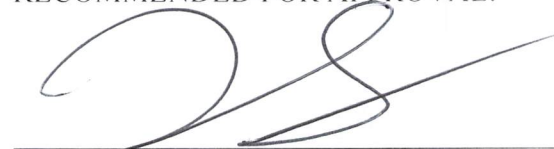


Jeff McAuliffe
Vice President

CITY OF ALAMEDA
A Municipal Corporation

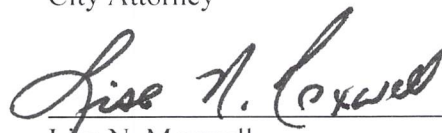
Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Lisa N. Maxwell
Assistant City Attorney

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, leaves, 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			
		@ Twenty Thousand		
		Seven Hundred Dollars	\$ 1,725.00	\$ 20,700.00
		Lump Sum		
B. PLANTER STRIP MAINTENANCE				
	that area between curb and sidewalk/ with work as outlined in Preliminary Quantities			
		@ Ten Thousand		
		Five Hundred Dollars	\$ 875.00	\$ 10,500.00
		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>Each Repair</u>	<u>\$ 95.00</u>	<u>\$ 3,800.00</u>
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 gpn

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)

07/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	Stanley M. Davis & Company Insurance Brokers 250 Juana Avenue, Suite 201 San Leandro, CA 94577 License #: 0D60878	CONTACT NAME: Luis Quinteros PHONE (A/C, No, Ext): (510)895-4800 E-MAIL ADDRESS: luis@smdinsurance.com FAX (A/C, No): (510)895-3995
INSURED	Trimacs Maintenance & Landscape Construction, Inc. 80 Hegenberger Loop Oakland, CA 94621	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company 22322 INSURER B: XL Specialty Insurance Company 37885 INSURER C: Praetorian Insurance Company 37257 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-6608861

REVISION NUMBER: 20

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NPC-1000989-00	07/15/2019	07/15/2020	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 \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	NBA-1000996-00	07/15/2019	07/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NEC-6005753-00	07/15/2019	07/15/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	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 Y	N/A	EQB9102745	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

*** READ NEXT PAGE ***

R7 0 11/19/19

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

(LEQ)



ADDITIONAL REMARKS SCHEDULE

AGENCY Stanley M. Davis & Company Insurance Brokers		NAMED INSURED Trimacs Maintenance & Landscape Construction, Inc.
POLICY NUMBER N/A		
CARRIER Multiple Carriers	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Project: All Landscape Operations performed by or on behalf of the named insured.

The City of Alameda, its City Council Boards and Commissions, officers & employees, GS Commercial Management dba GS Management Company are named as Additional Insureds under the General Liability and auto liability policies as coverage applies when required by written contract per forms CG2010 0413 & XIC421 1013. Primary and Non-Contributory wording is included under the General Liability and auto liability policies as stated on forms CG2001 0413 & XIC421 1013. Waivers of Subrogation are included under the general liability and auto liability policies per forms XIL436 1208 & XIC421 1013.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

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.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
 - 1. Broad Form Insured
 - 2. Employees As Insureds
 - 3. Additional Insured By Contract, Agreement or Permit
 - 4. Employee Hired Autos
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
 - 1. Rental Reimbursement
 - 2. Extra Expense – Broadened Coverage
 - 3. Personal Effects Coverage
 - 4. Lease Gap
 - 5. Glass Repair – Waiver Of Deductible
- F. Physical Damage Coverage Extensions**
 - 1. Additional Transportation Expense
 - 2. Hired Auto Physical Damage
- G. Business Auto Conditions**
 - 1. Notice Of Occurrence
 - 2. Waiver Of Subrogation
 - 3. Unintentional Failure To Disclose Hazards
 - 4. Primary Insurance
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. Employees As Insureds

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.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

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.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is replaced with 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".

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item (2) is deleted and replaced by the following:

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item (4) is deleted and replaced by the following:

- (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.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision D. is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$50 any one day per private passenger "auto";
\$100 any one day per truck;
\$1,500 any one period per private passenger "auto";
\$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, 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.

2. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

3. Personal Effects Coverage

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. Lease Gap

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a 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 purchases with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

5. Glass Repair – Waiver Of Deductible

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

F. Physical Damage Coverage Extensions

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

1. Additional Transportation Expense

Sections a. and b. are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

2. Hired Auto Physical Damage

The following section is added:

Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" for physical damage coverage. The most we will pay for each covered "auto" is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered "auto" a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an "employee" to your workers' compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under such contract with that person or organization.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. "Bodily injury" is replaced by the following:

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

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT # 1

This endorsement, effective 12:01 a.m. 07-15-2019, forms a part of Policy No.

NPC-1000989-00 issued to Insured by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

XLPlus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force – Bodily Injury or Property Damage**
- B. Damage To Premises Rented To You Extension**
 - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
 - Limit increased to \$300,000
- C. Aircraft Chartered with Crew**
- D. Non-Owned Watercraft**
- E. Personal and Advertising Injury – Assumed by Insured Contract**
- F. Increased Supplementary Payments**
 - Cost for bail bonds increased to \$5,000
 - Loss of earnings increased to \$1,000 per day
- G. Broadened Named Insured**
- H. Blanket Additional Insured – Managers or Lessors of Premises**
- I. Blanket Additional Insured – Lessor of Leased Equipment**
- J. Injury to Co-Employees and Co-Volunteer Workers**
- K. Knowledge and Notice of Occurrence or Offense**
- L. Unintentional Omission**
- M. Liberalization**
- N. Blanket Waiver of Subrogation**
- O. Incidental Medical Malpractice Injury**
- P. Extension of Coverage – Bodily Injury**
- Q. Coverage Territory**

A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Exclusion a. Expected Or Intended Injury of Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

Expected or Intended Injury or Damage

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

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I - Coverages is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section III- Limits of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of Section III- Limits of Insurance is deleted in its entirety and replaced by the following:

6.a. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.

- b. The Damage to Premises Rented to You Limit will be the higher of:

(1) \$300,000; or

(2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph 9.a. of the definition of "insured contract" under Section V- Definitions, is deleted in its entirety and replaced by the following:

["Insured contract" means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an "insured contract".
5. This Article B. does not apply if coverage for Damage to Premises Rented to You of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is excluded by endorsement.

C. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in Exclusion g., Aircraft, Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage of Section I – Coverages:

[This exclusion does not apply to:]

Aircraft chartered with crew to any insured.

2. This Article C. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Article C. shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

D. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of Exclusion g. Aircraft, Auto or Watercraft in Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

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

(a) 50 feet long or less; and

(b) Not being used to carry persons or property for a charge;

2. This Article D. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. This insurance provided by this Article D. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT

1. Exclusion e. Contractual Liability in Part 2., Exclusions of Coverage B. Personal And Advertising Injury Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

e. Contractual Liability

"Personal and Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the insured would have in the absence of the contract or agreement; or
 2. Assumed in a written contract or agreement that is an "insured contract"; provided the "personal and advertising injury" is caused by an offense which occurs subsequent to the execution of the contract or agreement.
2. Subparagraph f. of the definition of "insured contract" Section V.- Definitions is deleted in its entirety and replaced by the following:
- f. That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. This Article E. does not apply if Coverage B. Personal And Advertising Injury Liability is excluded by endorsement.

F. INCREASED SUPPLEMENTARY PAYMENTS

Subparagraphs 1. b. and d. of Supplementary Payments – Coverages A And B of Section I - Coverages are amended as follows:

1. In Subparagraph b., the amount we will pay for the cost of bail bonds is increased up to \$5,000.
2. In Subparagraph d., the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

G. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organizations named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.

2. This Article G. does not apply to any person or organization for which coverage is excluded by endorsement.

H. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - (2) Any premises for which coverage is excluded by endorsement; or
 - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
2. The insurance afforded to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. Section II-Who Is An Insured is amended to include an "additional insured" (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such "additional insured", subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the "additional insured" does not apply to:
 - (1) Any "occurrence" that takes place after the equipment lease expires; or
 - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
2. The insurance provided to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have a written contract for this insurance to apply on a primary or contributory basis.

J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Section II- Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Section II – Who Is An Insured is amended to include your “volunteer workers” as insureds with respect to “bodily injury” to a co-“volunteer worker” while performing duties related to the conduct of your business, or to your “employees” employment by you, provided that this coverage for your “volunteer workers” does not apply while performing duties unrelated to the conduct of your business.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit of the Section IV - Commercial General Liability Conditions:

Notice of an “occurrence” or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any “employee” (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other “employee(s)” of an “occurrence” or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an “employee” (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the “occurrence”, offense or claim may involve this policy.

L. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of Section IV- Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

M. LIBERALIZATION

The following is added to Section IV-Commercial General Liability Conditions:

Liberalization

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

N. BLANKET WAIVER OF SUBROGATION

The following is added to Section IV-Commercial General Liability Conditions:

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

O. INCIDENTAL MEDICAL MALPRACTICE INJURY

1. For insurance applicable to this Article O, the definition of "bodily injury" in Section V - Definitions is amended to include, "Incidental Medical Malpractice Injury".

2. The following definition is added to Section V- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - c. First aid; or
 - d. "Good Samaritan Services". As used in this Article O., "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of Section II -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
 4. The following exclusion is added to Paragraph 2. Exclusions of Coverage A. – Bodily Injury And Property Damage Liability of Section I – Coverages:
[This insurance does not apply to:]

Willful Violation of Penal Statute

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph 2.a. through 2.d. above to any one person, will be considered one "occurrence".
6. This Article O. does not apply if you are in the business or occupation of providing any of the services described in Paragraph 2. above.

7. The insurance provided by this Article O. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

P. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" Section V- Definitions is deleted in its entirety and replaced by the following:

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

Q. COVERAGE TERRITORY

The definition of "coverage territory" Section V- Definitions is deleted in its entirety and replaced by the following:

4. "Coverage territory" means anywhere in the world.

This insurance does not apply to:

- a. "bodily injury" or "property damage" that takes place; or
- b. "personal and advertising injury" caused by an offense committed

outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a "suit" on the merits (to determine the insured's responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.