

**AMENDMENT NO. 5  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
A & B FIRE PROTECTION AND SAFETY, INC.**

**THIS AMENDMENT NO. 5** to the Standard Agreement No. A-13441 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and A & B Fire Protection and Safety, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Standard Agreement No. A-13441 with County on December 17, 2014 (hereinafter, "Agreement") to provide annual inspections and testing of fire sprinkler suppression systems and on-call maintenance services and repairs for County owned buildings and facilities (hereinafter, "services") through December 1, 2015 for an amount not to exceed \$37,325; and

**WHEREAS**, Agreement was amended by the Parties on December 8, 2015 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through December 1, 2016 and to increase the amount by \$50,000 which resulted in a total not to exceed amount of \$87,325; and

**WHEREAS**, Agreement was amended by the Parties on November 1, 2016 (hereinafter, "Amendment No. 2") to extend the term for three (3) additional months through March 1, 2017 with no associated dollar amount increase; and

**WHEREAS**, Agreement was amended by the Parties on February 23, 2017 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through March 1, 2018 and to increase the amount by \$92,675 which resulted in a total not to exceed amount of \$180,000; and

**WHEREAS**, Agreement was amended by the Parties on March 7, 2018 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through March 1, 2019 and to increase the amount by \$40,000 which resulted in a total not to exceed amount of \$220,000; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, additional time and funding are necessary to allow County staff to prepare and process a new Request for Proposals; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for nine (9) additional months to December 1, 2019 and to increase the amount by \$121,770 for a total not to exceed amount of \$341,770 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

Amendment No. 5 to Standard Agreement No. A-13441  
A & B Fire Protection and Safety, Inc.  
Fire Sprinkler Suppression Systems  
RMA – Public Works, Parks & Facilities  
Term: December 1, 2014 – December 1, 2019  
Not to Exceed: \$341,770

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Section 2.01 under Paragraph 2.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 341,770.

2. Amend the first sentence of Section 3.01 under Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from December 1, 2014 to December 1, 2019, unless sooner terminated pursuant to the terms of this Agreement.

3. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference Multi-Year Agreement (MYA) number MYA 3000\*1522, the services or Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

County of Monterey  
Resource Management Agency (RMA)  
1441 Shilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

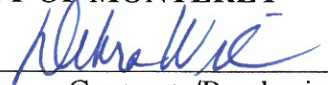

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

Amendment No. 5 to Standard Agreement No. A-13441  
A & B Fire Protection and Safety, Inc.  
Fire Sprinkler Suppression Systems  
RMA – Public Works, Parks & Facilities  
Term: December 1, 2014 – December 1, 2019  
Not to Exceed: \$341,770

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By:   
Contracts/Purchasing Officer 

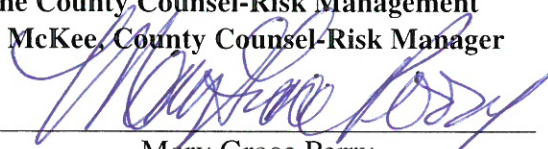
A & B Fire Protection and Safety, Inc.  
Contractor's Business Name

Date: 3/1/2019

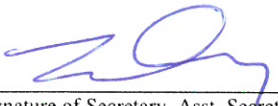
By:   
(Signature of Chair, President or Vice President)

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

Its: TODD FLORY / PRESIDENT  
(Print Name and Title)

By:   
Mary Grace Perry  
Deputy County Counsel

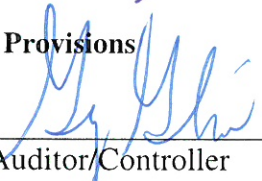
Date: 1-30-19

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Date: 2-11-19

Its: TODD FLORY / SECRETARY  
(Print Name and Title)

Approved as to Fiscal Provisions

By:   
Auditor/Controller

Date: 1-30-19

Date: 2-12-19

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2018

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

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

<b>PRODUCER</b> Leavitt Central Coast Insurance Services, Inc. License #0G39781 950 East Blanco Rd, Suite 103 Salinas CA 93901	<b>CONTACT NAME:</b> Candi Renteria <b>PHONE (A/C, No, Ext):</b> (831) 424-6404 <b>FAX (A/C, No):</b> (831) 424-0140 <b>E-MAIL ADDRESS:</b> candi-renteria@leavitt.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> A & B FIRE PROTECTION & SAFETY INC A & B FIRE EXTINGUISHER & FIRST AID P. O. Box 1211 Salinas CA 93902	<b>INSURER A:</b> First Specialty Insurance Company	<b>NAIC #</b> 34916
	<b>INSURER B:</b> MAPFRE Insurance Company	<b>NAIC #</b> 23876
	<b>INSURER C:</b> National Union Fire Ins Co of PA	<b>NAIC #</b> a19445
	<b>INSURER D:</b> Preferred Professional Insurance	<b>NAIC #</b> 36234
	<b>INSURER E:</b> Ohio Security Insurance Company	<b>NAIC #</b> 24082

**COVERAGES** CERTIFICATE NUMBER: 18-19 MASTER 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	IRG200063406	12/16/2018	12/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROF. LIABILITY \$ 250,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP \$1000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COLL \$1000	X	8004010005291	12/16/2018	12/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EBU066003326	12/16/2018	12/16/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
D	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	N/A	ON0843101	5/4/2018	5/4/2019	<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
E	INSTALLATION FLOATER EQUIPMENT FLOATER		BKS56415208	12/16/2018	12/16/2019	INSTL FLTR \$ 25,000 R/B/L \$ 25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Job #5923K - Various Locations Fire System Testing.**  
 County of Monterey, its officers, agents and employees are included as Additional Insureds per attached endorsement form.

<b>CERTIFICATE HOLDER</b> mariscaldm@co.monterey.ca. The County of Monterey 168 W. Alisal St., 3rd Floor Salinas, CA 93901	<b>CANCELLATION</b> 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 Francis Svedas/CARENT <i>Francis Svedas</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR**  
**CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

Not eligible to be provided when requested additional insured, for whom the insured is performing operations, is the project owner or a general contractor, contractor, developer, owner controlled insurance program, wrap up, architect or engineering firm, or homeowners association and the work is for a residential project.

A residential project is one defined as including but not limited to single family dwellings, duplexes, three and four family dwellings, timeshares, or non-apartment complexes, townhomes and condominiums.

Further it is agreed and understood that the Additional Insured form CG 20 33 (07-04) is applicable when this form is not eligible to be provided.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

# **First Specialty Insurance Corporation**

## **PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party)**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Section IV: **Conditions, Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:

### **Section IV: Conditions**

#### **Other Insurance:**

With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

The Third Party to whom this endorsement applies is:

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

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Policy Number: IRG200063406

Named Insured: A&B Fire Protection & Safety

Endorsement Effective Date: 12/16/2018

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

## **ENHANCED COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the BUSINESS AUTO COVERAGE FORM apply unless modified by the endorsement.

#### **A. BROAD FORM NAMED INSURED**

SECTION II - LIABILITY COVERAGE, A.1., **Who Is An Insured** is amended by adding the following paragraph:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not otherwise insured for Business Auto Coverage. Coverage is extended up to a maximum period of 180 days following completion of acquisition or the legal formation of the business entity.

#### **B. EMPLOYEES AS ADDITIONAL INSURED**

SECTION II - LIABILITY COVERAGE, A.1., **Who Is An Insured** is amended by adding the following paragraph:

- e. An "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

#### **C. ADDITIONAL INSURED BY CONTRACT**

Under SECTION II – LIABILITY COVERAGE, A.1., **Who Is An Insured** is amended by adding the following paragraph:

- f. Any person or organization, with whom you have a written contract, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:
  - 1. You, while using a covered "auto."
  - 2. Any other person, while using a covered "auto" with your permission.

#### **D. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

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

- (2) Up to \$2,500 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.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$300 a day because of time off from work.

#### **E. LIMIT OF INSURANCE**

With respect to this endorsement, SECTION II - LIABILITY COVERAGE, C. **Limit Of Insurance** is amended by adding the following:

- 1. The insurance provided by this endorsement is excess over any other collectible insurance available to you.

**F. PHYSICAL DAMAGE - TRANSPORTATION EXPENSE**

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

We will pay up to \$30 per day to a maximum of \$900 for temporary transportation expense incurred by you as a result of a total theft of a covered "auto" of the private passenger type. We will pay only for covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of policy expiration, when the covered "auto" is returned to use or we pay for its "loss".

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

**G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions b. Loss of Use Expenses is amended as follows:

However, the most we will pay for any expenses for loss of use is \$65 per day subject to a maximum limit of \$975.

**H. PERSONAL EFFECTS COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

**5. Personal Effects**

The most we will pay is up to \$400 for loss of wearing apparel and other personal effects which are:

- a. owned by an "insured"; and
- b. in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto", or a total loss caused by fire, windstorm, vandalism or flood. We will pay only for covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

No deductibles apply to this coverage.

**I. AIRBAG COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.a. is replaced by the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The mechanical breakdown exclusion does not apply to the repair of an airbag due to accidental discharge.

**J. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV - BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss, paragraph a. is amended by adding the following:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. any partner, if you are a partnership; or
- 3. any executive officer or insurance manager, if you are a corporation.



**K. BLANKET WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property 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.

**L. UNINTENTIONAL ERRORS OR OMISSIONS; OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**M. HIRED CAR - WORLDWIDE COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Policy Period, Coverage Territory is amended by adding the following:

We will pay all sums an "Insured" legally must pay as damage because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for 30 days or less.

With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (1) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions;
- (2) You will not make any settlement without our consent; and
- (3) We will reimburse you for:
  - (a) the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies;
  - (b) all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits"; and

Our reimbursement obligation for the sum of all damages imposed on you and expenses incurred by you shall be limited to the amount stated in the policy as the applicable limit of our liability for damages.



**COMMERCIAL AUTO**

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

**ENHANCER PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of **the BUSINESS AUTO COVERAGE FORM** and the **ENHANCED COVERAGE ENDORSEMENT CA 957** apply unless modified by this endorsement.

For any coverage listed below, this endorsement supersedes the **BUSINESS AUTO COVERAGE FORM** and/or the **ENHANCED COVERAGE ENDORSEMENT CA 957**. Coverages are not cumulative.

**A. EMPLOYEE HIRED AUTO**

Under **SECTION II – LIABILITY COVERAGE, A.1., Who Is An Insured**, is amended by adding the following paragraph:

- g. When hired “autos” are covered for Liability Coverages under the Business Auto Coverage Form, an “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**B. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

Under **SECTION II – LIABILITY COVERAGE, A.2., Coverage Extensions, a. Supplementary Payments**, paragraphs **(2)** and **(4)** are replaced by the following:

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

**C. AMENDED FELLOW EMPLOYEE EXCLUSION**

Under **SECTION II – LIABILITY COVERAGE, B.5., Fellow Employee**, is amended by adding the following:

This exclusion does not apply if the “bodily injury” arises from the use of a covered “auto” you own or hire.  
This coverage is excess over any other collectible insurance.

**D. TOWING AND LABOR**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.2., Towing** is amended to the following:

We will pay towing and labor costs incurred, up to the limit shown below, each time a covered “auto” of the private passenger type or truck with a gross vehicle weight of 12,000 pounds or less is disabled by a cause other than Collision. However, the labor must be performed at the place of disablement.

The most we will pay is \$100 per disablement.

**E. PHYSICAL DAMAGE – EXTENDED TRANSPORTATION EXPENSES**

**a. Transportation Expenses**

We will pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type or a truck with a gross vehicle weight of 12,000 pounds or less. We will pay only for those covered "autos" for which you carry Comprehensive and Collision Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss" or the exhaustion of the coverage limit.

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type or a truck with a gross vehicle weight of 12,000 pounds or less, the most we will pay is the amount it costs to rent an "auto" which is of like kind and quality as the covered "auto".

If you choose not to rent an auto, we will reimburse you up to the same amounts for other alternative transportation expenses.

**F. RENTAL REIMBURSEMENT COVERAGE**

1. We will pay up to \$75 per day for rental reimbursement expenses, not including any mileage or gasoline charges, incurred by you for the rental of an "auto" of equivalent type and purpose because of "accident" or "loss", to a covered "auto" of the private passenger type or a truck with a gross vehicle weight of 12,000 pounds or less. We will pay only for those covered "autos" for which you carry Comprehensive and Collision Coverage. Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the earlier of the repair or replacement of the covered "auto", or the exhaustion of the coverage limit.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day with a maximum of \$1,500 in any one period.
4. This coverage does not apply while there are spare or reserve autos available to you for your operations.
5. If a covered "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 Paragraph **A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section **E.** of this endorsement.

**G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **A.4., Coverage Extensions b. Loss of Use Expenses** is amended as follows:

However, the most we will pay for any expenses for loss of use is \$75 per day subject to a maximum limit of \$1,200.

**H. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **A.4** is amended as follows:

**c. Hired Auto Physical Damage**

Comprehensive and Collision Coverages are extended to "autos" you, your partner (if you are a partnership), a member (if you are a limited liability company), or your "employee" lease, hire, or rent without a driver, for the purpose of conducting your business.

1. This coverage does not apply unless:
  - a. Hired "autos" are covered for Liability Coverages under the Business Auto Coverage Form,
  - b. Comprehensive and Collision coverages are provided under the Business Auto Coverage Form for an "auto" you own or lease,
  - c. The leased, hired, or rented "auto" is the subject of a written contract in the name of the insured for a period of 30 days or less and requires that you provide Comprehensive and/or Collision coverage; and
  - d. The weight of the leased, hired, or rented, "auto" does not exceed 26,000 pound gross combined vehicle weight.
2. The most we will pay for "loss" to any leased, hired, or rented "auto" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$50,000 per vehicle.
3. Our obligation to pay for repairing or replacing the damaged or stolen property will be reduced by a \$500 deductible.
4. The most we will pay is \$100,000 annual aggregate for losses within the applicable policy period as shown in the Declarations.
5. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
6. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### I. **AUTO LOAN/LEASE GAP COVERAGE**

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

##### **d. Auto Loan/Lease Gap Coverage**

In the event of a total "loss" to a covered "auto" you own or lease, we will pay any unpaid amount due on the loan or lease for a covered "auto," less:

1. The amount paid under the Physical Damage Coverage Section of the policy;
2. The applicable deductible; and
3. Any:
  - a. Overdue loan/lease payments, penalties, taxes, interest or charges resulting from overdue payments or lease termination fees at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance or any other insurance purchased with the loan or lease;
  - e. Carry-over balances from previous loans or leases or increases to your loan balance occurring after the date of purchase, and
  - f. Amount by which your original loan balance exceeded the overall purchase or lease price of your covered "auto".

Coverage is limited to "new vehicles" of the private passenger type and "new trucks" with a gross vehicle weight of 12,000 pounds or less. We will pay only for those covered "autos" for which you carry Comprehensive and Collision Coverages.

"New vehicles" and "new trucks" mean one which is 5 model years old or less.

**J. COMMUNICATIONS EQUIPMENT COVERAGE**

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

**e. Communications Equipment Coverage**

1. We will pay, with respect to a covered "auto" you own or lease, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is PERMANENTLY INSTALLED in the covered "auto" at the time of the "loss". Equipment that is removable from a housing unit which is permanently installed in the covered "auto" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", is considered permanently installed.
2. We will pay, with respect to a covered "auto" you own or lease, for "loss" to any accessories used with the electronic equipment. However, this does not include tapes, records or discs.
3. We will pay only for the equipment permanently installed in a covered "auto" for which you carry Comprehensive and Collision Coverages.
4. The most we will pay for all "loss" to audio, visual or data electronic equipment and accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$1,500.

A \$250 deductible applies to this coverage.

**K. SIGN COVERAGE**

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

**f. Signs**

We will pay for loss to signs, murals, paintings or graphics which are displayed on a covered "auto" you own or lease for which you carry Comprehensive and Collision Coverages.

The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The cost of repairing or replacing the damaged or stolen sign with other property of like kind and quality; or
- b. \$2,000.

A \$250 deductible applies to this coverage.

**L. WAIVER OF COLLISION DEDUCTIBLE**

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

The deductible amount shown on the Declarations for Collision Coverage does not apply to "loss" to any "auto" if:

1. That "auto" was legally parked when struck by another "auto" owned by an identified person.
2. That "auto" was struck in the rear by another "auto" moving in the same direction and owned by an identified person.
3. The operator of the other "auto" was convicted of any of the following violations:
  - a. Operating under the influence of alcohol, marijuana, or a narcotic drug.
  - b. Driving the wrong way on a one-way street.
  - c. Operating at an excessive rate of speed.
  - d. Any similar violation of any similar law of another state in which the accident occurs.

However, we will not pay if the operator of the "auto" insured under this Coverage was also convicted of one of the violations.

4. You are entitled to recover in court against an identified person for some reason other than those listed above.

**M. AMENDED DEFINITION OF BODILY INJURY**

Under **SECTION V – DEFINITIONS, C., Bodily Injury** is amended to include the following:

“Bodily Injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these. Mental anguish damages are considered the direct result of and payable only to the person who sustains the physical injury.

**N. ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY WITH OTHER INSURANCE**

The following is added to Paragraph **B.5. Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS** 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:

- a. The additional insured is a Named Insured under such other insurance;
- b. 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 up to our limit of coverage available to the additional insured for liability arising out of your operations; and
- c. The written contract or agreement is executed prior to an “accident” that causes “bodily injury” or “property damage” and is in effect during the policy period.