



# CITY OF GARDEN GROVE

## OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

**Steven R. Jones**  
Mayor

**Phat Bui**  
Mayor Pro Tem - District 4

**Kris Beard**  
Council Member - District 1

**John R. O'Neill**  
Council Member - District 2

**Thu-Ha Nguyen**  
Council Member - District 3

**Stephanie Klopfenstein**  
Council Member - District 5

**Kim Bernice Nguyen**  
Council Member - District 6

September 13, 2017

Redflex Traffic Systems, Inc.  
5651 W. Talavi Blvd., Suite 200  
Glendale, AZ 85306


Attention: Legal Department

Enclosed is a copy Amendment No. 3 to the Agreement by and between the City of Garden Grove and Redflex Traffic Systems, Inc., to furnish material, equipment, licenses, applications and back office processor related to the SMARTCAM digital red light traffic enforcement cameras for monitoring and enforcement of red-light running violations at up to 25 approaches within the City of Garden Grove.

The Agreement was approved by the City Council at their meeting on July 25, 2017.

Sincerely,

Teresa Pomeroy, CMC  
City Clerk

By:   
Liz Vasquez  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works Department/Engineering

**THIRD AMENDMENT  
TO THE  
PROFESSIONAL SERVICES AGREEMENT  
REDFLEX TRAFFIC SYSTEMS, INC.**

This Third Amendment to the Professional Services Agreement [with] Redflex Traffic Systems, Inc. ("Third Amendment") is executed this 25<sup>th</sup> day of July 2017 (the "Execution Date") by and between Redflex Traffic Systems, Inc. ("Redflex") and the City of Garden Grove, California (the "City") (individually a "Party"; collectively, the "Parties").

**RECITALS**

- A. On February 13, 2007, Redflex and the City entered into the Professional Services Agreement [with] Redflex Traffic Systems, Inc. (the "Original Agreement");
- B. The Original Agreement was amended on February 13, 2012 ("First Amendment") and July 24, 2012 ("Second Amendment") (the Amendments together with the Original Agreement referred to as the "Agreement");
- C. The Agreement is set to expire on August 13, 2017; and
- D. Redflex and the City desire to extend the term of the Agreement and otherwise modify the Agreement as set forth below.

The parties agree as follows:

**TERMS AND CONDITIONS**

- 1. **Definitions.** The following definitions shall apply to the Agreement:

"Designated Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) Redflex System has been installed for the purposes of photo enforcement within the City.

"Redflex System" means, collectively, all of the equipment, applications, software, hardware, back office processes, servers, off-site backup systems, cameras, sensors, components, motor vehicles and other related tangible and intangible property to enable SERVICE PROVIDER to enforce a minimum of one lane of travel at a designated location.

- 2. **Term of Agreement.** The Parties agree to extend the term of the Agreement as outlined in Section 1 of the Original Agreement and previously extended by Section 1 of the First Amendment and Section 1 of the Second Amendment for an additional four (4) year period commencing on August 14, 2017 and ending on August 13, 2021.

**3. Road Repairs and Construction.** The following shall be added as Section 3.7 to the Original Agreement:

**3.7 ROAD REPAIRS AND CONSTRUCTION PROJECTS.** The City shall not be responsible for the payment of the monthly fixed fee per Designated Intersection Approach for each Designated Intersection Approach that is rendered inoperable due to road repairs, street improvements, or stop work orders that interrupts, impedes, obstructs or interferes with the successful performance of the Redflex System at the applicable Designated Intersection Approach for a period of fourteen (14) or more calendar days within the same month. This waiver of payment is per Designated Intersection Approach, and in no event shall the waiver of payment for an inoperable Designated Intersection Approach be considered a waiver of payment for any other operational Designated Intersection Approach. The City's obligation to pay the monthly fixed fee per Designated Intersection Approach shall resume in the month in which the applicable Designated Intersection Approach resumes operation for at least sixteen (16) calendar days within the same month.

The addition of Section 3.7 to the Original Agreement does not take effect until August 14, 2017.

**4. Section 3.1.** Section 3.1 to the Original Agreement shall be deleted in the entirety and the following substituted in place thereof:

**3.1** The City agrees to pay SERVICE PROVIDER a monthly fixed fee per Designated Intersection Approach as outlined in Exhibit "A."

The amendment to Section 3.1 of the Original Agreement shall take effect August 14, 2017.

**5. Pricing Changes.** The "Tier One" fixed fee outlined on Exhibit "A" attached and incorporated into the Second Amendment shall be reduced from the rate of Two Thousand Nine Hundred Dollars (\$2,900) per Designated Intersection Approach per month to Two Thousand Eight Hundred Dollars (\$2,800) per Designated Intersection Approach per month.

The reduction to the "Tier One" fixed fee as outlined above does not take effect until August 14, 2017, and the current monthly rate per Designated Intersection Approach of Two Thousand Nine Hundred Dollars (\$2,900) shall apply until August 13, 2017. Other than as expressly stated in this Third Amendment, all other terms of Exhibit "A" attached and incorporated into the Second Amendment shall remain in full force and effect.

**6. Brookhurst Street and Westminster Avenue Pricing.** Consistent with the changes identified in Section 5 of this Third Amendment, the pricing for the intersection of

Brookhurst Street and Westminster Avenue as outlined in the introductory paragraph of Section 3 of the Original Agreement shall be reduced from Two Thousand Nine Hundred Dollars (\$2,900) per month to Two Thousand Eight Hundred Dollars (\$2,800) per month, subject to the terms and conditions of Exhibit A attached and incorporated into the Second Amendment and amended by this Third Amendment.

The reduction in price as outlined above does not take effect until August 14, 2017, and the current price of Two Thousand Nine Hundred Dollars (\$2,900) per month shall apply until August 13, 2017.

7. **Records Retention.** The following shall be added as Section 34 to the Original Agreement:

34. **RECORDS RETENTION.** SERVICE PROVIDER shall retain data captured by the Redflex System in accordance with applicable law.

The addition of Section 34 to the Original Agreement shall take effect immediately.

8. **Notices.** Section 12(a) of the Original Agreement is amended to change the notice address for Redflex to the following:

Redflex Traffic Systems, Inc.  
Attn: Legal Department  
5651 W. Talavi Blvd., Suite 200  
Glendale, AZ 85306  
Facsimile: (623) 207-2056  
Email: [legaldepartment@redflex.com](mailto:legaldepartment@redflex.com)

9. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this Third Amendment conflicts with the terms and conditions of the Agreement, this Third Amendment shall control. Any capitalized terms not defined in the Third Amendment shall have the meanings ascribed to them in the Agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]


**CITY OF GARDEN GROVE,  
CALIFORNIA**

  
\_\_\_\_\_  
Scott C. Stiles  
City Manager

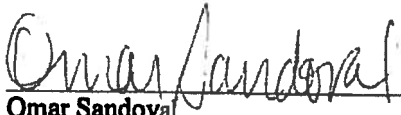
**REFLEX TRAFFIC SYSTEMS, INC.**

  
\_\_\_\_\_  
Michael Finn  
President and CEO

**Attest:**

  
\_\_\_\_\_  
Teresa Pomeroy  
City Clerk

**Approved as to Form:**

  
\_\_\_\_\_  
Omar Sandoval  
City Attorney

## **EXHIBIT "A"**

### **COMPENSATION & PRICING**

#### **Fixed Monthly Fee**

##### **Tier One**

Commencing on the effective date of this Second Amendment, the Customer shall be obligated to pay Redflex a fixed fee of \$2900.00 each month per Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement and for the continued operation of the following approaches:

Brookhurst Street and Chapman Avenue, Southbound  
Brookhurst Street and Orangewood Avenue, Northbound  
Brookhurst Street and Westminster Avenue, Northbound  
Brookhurst Street and Westminster Avenue, Southbound  
Harbor Boulevard and Trask Avenue, Southbound  
Magnolia Street and Trask Avenue, Northbound  
Trask Avenue and Harbor Boulevard, Eastbound  
Trask Avenue and Magnolia Street, Westbound  
Valley View Street and Chapman Avenue, Northbound  
Valley View Street and Chapman Avenue, Southbound  
Valley View Street and Lampson Avenue, Southbound

##### **Tier Two**

Commencing on the effective date of this Second Amendment, the following Designated Intersection Approaches shall continue operation with all of the services contemplated in this Agreement without fee, and shall be identified on invoicing thereafter as being without fee:

Chapman Avenue and Brookhurst Street, Westbound  
Trask Avenue and Brookhurst Street, Westbound  
Trask Avenue and Brookhurst Street, Eastbound

##### **Tier Three**

Compensation for Designated Intersection Approaches constructed after execution of this Agreement shall be a fixed fee mutually agreed upon by both parties.

The fee paid to Redflex Traffic Systems under this contract are for full a turnkey program, inclusive of all hardware, software and support services required to implement and maintain functional photo enforcement safety program, including but not limited to a program and process by which the monitoring, identification and enforcement of Violations is facilitated by the use of

certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles and/or their drivers. Redflex Traffic Systems shall have and maintain a valid California contractor's license prior to the installation of equipment or facilities, and shall use California licensed subcontractors. Services include Training Services, Citation Processing, Expert Witness, and System Maintenance.

**BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:**

1. Each year, on the anniversary date of the contract, the pricing will increase by the Consumer Price Index ("CPI"), as published by the Bureau of Labor Statistics for the United States Department of Labor for U.S. City average. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. Any increase in compensation, other than as provided in the Agreement, shall be limited to the aforementioned CPI increase.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/31/2017

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.   LIC #0726293 3697 Mt. Diablo Blvd., Suite 300 Lafayette CA 94549	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C. No. Ext):</b> 925-299-1112 <b>E-MAIL ADDRESS:</b> CertRequests@ajg.com	<b>FAX (A/C. No.):</b> 925-299-0328
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REDFTRA-02 Redflex Traffic Systems, Inc. 5651 W. Talavi Blvd., Suite 200 Glendale, AZ 85306	<b>INSURER A:</b> Liberty Insurance Corporation <i>A, XV</i> 42404	<b>NAIC #</b>
	<b>INSURER B:</b> Westchester Surplus Lines Insurance <i>AH, XV</i> 10172	
	<b>INSURER C:</b> Liberty Mutual Fire Insurance Compa <i>A, XV</i> 23035	
	<b>INSURER D:</b> First Liberty Insurance Corporation <i>A, XV</i> 33588	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1730400639                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25K BI/PD DED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CAP of \$25M	Y	Y	TB5Z91453980037	4/1/2017	4/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP/COLL <input checked="" type="checkbox"/> DED*: \$5,000	Y	Y	AS2Z91453980027	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <- *HAPD Ded \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000			TH7Z91453980047	4/1/2017	4/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6Z91453980077	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
B	<input checked="" type="checkbox"/> PROFESSIONAL & CYBER LIABILITY			G27435075004	4/1/2017	4/1/2018	Each Claim \$2,000,000 Aggregate \$2,000,000 SIR - Each Claim \$50,000

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

RE: Activities performed by or on behalf of the permittee or contractor as required by contract. ADDITIONAL INSURED(S):  
 The City of Garden Grove, CA as required by written contract.

Revised and approved as to insurance language and/or requirements.  
*Heidi M. Jay*  
 9-12-17 Risk Management

<b>CERTIFICATE HOLDER</b> City of Garden Grove 11222 Acacia Pkwy. Garden Grove CA 92842 USA	<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 <i>Robert M. Moore</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_**

**THIRD PARTY CRIME/FIDELITY COVERAGE**

Carrier: TRAVELERS CAS & SURETY CO OF AMER [A+,XV] NAIC # 31194 Policy #: 105581296 | Effective: 04/01/2017-04/01/2018 ' Limit \$500,000  
 Aggregate limit for Employee Theft of Client Property | Retention: \$50,000

**PROPERTY COVERAGE**

Carrier: LIBERTY MUTUAL FIRE INS CO [AM BEST: A,XV] NAIC# 23035 Policy#: YU2Z91453980067  
 Effective 04/01/2017-04/01/2018 Blanket Personal Property: \$19,120,000 | Installation- PP/PPO: \$1,000,000 Transit: \$10,000  
 (Blanket Personal Property includes Personal Property of Others and Valuable Papers and records at insured locations). Misc. Locations \$2,000,000  
 per occurrence Mobile Equipment \$100,000 (1) item/\$1,000,000 Any one occurrence.

**GENERAL LIABILITY: Liberty Insurance Corporation (AM Best Rated A XV)**

- Additional Insured if required by written contract per attached form LC0443 0512
- \*Coverage is Primary & Non-Contributory if required by written contract per form LC0443 0512
- \*Waiver of Subrogation if required by written contract per attached form LC0443 0512
- \*Notice of Cancellation if required by written contract per attached form LM9901 0511
- Separation of Insureds applies per policy form. (Severability of Interest/Cross Liability Clause)

**AUTOMOBILE LIABILITY: Liberty Mutual Fire Ins. Company (AM Best Rated A XV)**

- Designated Insured if required by written contract per attached form CA2048 1013
- Coverage is primary on owned autos only per policy form CA 00 01(03/10)
- \*Waiver of Subrogation if required by written contract per attached form CA 04 44 10 13
- \*Notice of Cancellation if required by written contract per attached form LIM 99 02 08 11
- Separation of Insureds applies per policy form. (Severability of Interest/Cross Liability Clause)
- CA 99 48 10 13 and MSC90 Endorsements included.
- \*Medical Payments \$5,000 Limit- Subject to Statutory Laws

**WORKERS' COMPENSATION: First Liberty Insurance Corporation (AM Best Rated A XV)**

- Waiver of Subrogation if required by written contract per attached form WC04036 0484 (California)
- Waiver of Subrogation if required by written contract per attached form WC000313 484 (Other States)
- \*Waiver of Subrogation if required by written contract per attached form WC4203 04B (Texas)
- \*Notice of Cancellation if required by written contract per attached form WM9018 0611

**EXCESS LIABILITY: Liberty Insurance Corporation (AM Best Rated A XV)**

- \*Underlying Policies: General Liability, Automobile Liability, and Employers' Liability
- \*Notice of Cancellation if required by written contract per attached form LM9901 0511
- \*Separation of Insureds applies per policy form. (Severability of Interest/Cross Liability Clause)

**DOMESTIC TRANSIT:**

Carrier: Liberty Mutual Ins. Co. [Am Best Rated A,XV] NAIC # 23043  
 Policy# SFOMC10043108  
 Transit Limit: \$250,000

Policy Number TB5Z91453980037 ✓  
Issued by Liberty Insurance Corporation

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

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You - Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence**
- Item 7. **Notice Of Occurrence**
- Item 8. **Unintentional Errors And Omissions**
- Item 9. **Bodily Injury Redefinition**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Property In Your Care, Custody Or Control**
- Item 12. **Mobile Equipment Redefinition**
- Item 13. **Newly Formed Or Acquired Entities**
- Item 14. **Blanket Additional Insured Where Required By Written Contract**
  - Lessors of Leased Equipment
  - Managers or Lessors of Premises
  - Mortgagees, Assignees or Receivers
  - Owners, Lessees or Contractors
  - Architects, Engineers or Surveyors
  - Any Person or Organization
- Item 15. **Blanket Additional Insured – Grantors Of Permits**
- Item 16. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 17. **Other Insurance Amendment**
- Item 18. **Contractual Liability - Railroads**

Item 1. **Reasonable Force**

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. **Expected Or Intended Injury**

"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

Item 2. **Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

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

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

**Item 3. Damage To Premises Rented To You - Expanded Coverage**

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. 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 in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- 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 or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

**Item 4. Bodily Injury To Co-Employees**

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);

- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

- B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.
- C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

#### **Item 5. Health Care Professionals As Insureds**

- A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.
- B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;
- (4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

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

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

**Item 6. Knowledge Of Occurrence**

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

**Item 7. Notice Of Occurrence**

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

**Item 8. Unintentional Errors And Omissions**

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Item 9. Bodily Injury Redefinition**

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

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

**Item 10. Supplementary Payments - Increased Limits**

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

**Item 11. Property In Your Care, Custody Or Control**

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

**Item 12. Mobile Equipment Redefinition**

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

**Item 13. Newly Formed Or Acquired Entities**

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. **Blanket Additional Insured Where Required By Written Contract**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. **Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

(a) In connection with your premises; or

(b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

(a) In the performance of your ongoing operations; or

(b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;

2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or

3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

(1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy.

Reviewed and approved as to insurance language  
9-12-17  
[Signature]



- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

**Item 15. Blanket Additional Insured – Grantors Of Permits**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

**Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement**

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

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

**Item 17. Other Insurance Amendment**

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**Item 18. Contractual Liability – Railroads**

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b> Blanket as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Reviewed and approved as to insurance language  
and/or requirements.

*Neeraj Jay*  
Risk Management  
9-12-17