



# 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

**Kris Beard**  
Mayor Pro Tem - District 1

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

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

**Patrick Phat Bui**  
Council Member - District 4

**Stephanie Klopfenstein**  
Council Member - District 5

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

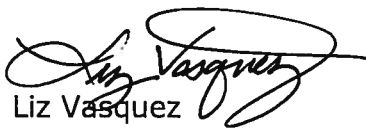
February 7, 2018

Stommel Inc. dba LEHR  
4707 Northgate Blvd.  
Sacramento, CA 95834

Enclosed is a copy of Amendment No. 2 to the Agreement by and between the City of Garden Grove and Stommel Inc. dba LEHR, to furnish all labor, material, and equipment to provide new installation and change out of equipment to safety vehicles on an as-needed basis.

Sincerely,

Teresa Pomeroy, CMC  
City Clerk

By:   
Liz Vasquez  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Public Works Department

**CITY OF GARDEN GROVE**

**AMENDMENT NO. 2**

**To:** Furnish all labor, material, and equipment to provide new installation and change out of equipment to safety vehicles on an as-needed basis.

This Amendment No. 2 to Furnish all labor, material, and equipment to provide new installation and change out of equipment to safety vehicles on an as-needed basis for the City of Garden Grove is made and entered into this 7<sup>th</sup> day of February 2018, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Stommel Inc. dba LEHR**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 156319 effective January 26, 2017.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from January 26, 2018 to January 25, 2019.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$49,998.00 to a new Firm Fixed Price of \$74,997.00. This is an increase of \$24,999.00 to cover the second option year.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 2/6/18

**"CITY"**  
**CITY OF GARDEN GROVE**

By:   
**City Manager**

**ATTESTED:**

  
**City Clerk**

Date: 2/7/18

**"CONTRACTOR"**  
**Stommel Inc. dba LEHR**

By: 

Name: Jim Stommel

Title: President

Date: 1/29/18

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
Garden Grove City Attorney

2-1-18  
Date



# CERTIFICATE OF LIABILITY INSURANCE

LEHRA-1 OP ID: PC

DATE (MM/DD/YYYY)  
06/13/2017

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

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

<b>PRODUCER</b> <b>Members Edge Insurance Service Inc</b> 1101 Investment Blvd. Ste 110 El Dorado Hills, CA 95762	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	
<b>INSURED</b> <b>Stommel, Inc. dba</b> <b>Lehr Auto Electric</b> <b>4707 Northgate Blvd</b> <b>Sacramento, CA 95834</b>	<b>INSURER A : Colony Insurance Company</b> <i>A XIII</i>		<b>39993</b>
	<b>INSURER B : Nationwide Mutual Ins. Co.</b> <i>A XIV</i>		<b>23787</b>
	<b>INSURER C : National Union Fire Ins</b> <i>A XV</i>		<b>19445</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER: 1**

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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>		<b>ACA-2624-4</b>	<b>05/01/2017</b>	<b>05/01/2018</b>	EACH OCCURRENCE       \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)   \$ <b>100,000</b> MED EXP (Any one person)   \$ <b>5,000</b> PERSONAL & ADV INJURY   \$ <b>1,000,000</b> GENERAL AGGREGATE   \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG   \$ <b>2,000,000</b> <b>Garage</b> \$ <b>2,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>X</b>		<b>ACP 3017624195</b>	<b>05/01/2017</b>	<b>05/01/2018</b>	COMBINED SINGLE LIMIT (Ea accident)   \$ <b>1,000,000</b> BODILY INJURY (Per person)   \$ BODILY INJURY (Per accident)   \$ PROPERTY DAMAGE (Per accident)   \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED       RETENTION \$			<b>27306230</b>	<b>05/01/2017</b>	<b>05/01/2018</b>	EACH OCCURRENCE       \$ <b>5,000,000</b> AGGREGATE       \$ <b>5,000,000</b> \$ PER STATUTE       OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b>	<b>N/A</b>				E.L. EACH ACCIDENT       \$ E.L. DISEASE - EA EMPLOYEE   \$ E.L. DISEASE - POLICY LIMIT   \$
<b>A</b>	<b>Garage Keepers CA</b>			<b>ACA-2624-4</b>	<b>05/01/2017</b>	<b>05/01/2018</b>	<b>SpecCause</b> <b>3,560,000</b> <b>Collision</b> <b>3,560,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*This Certificate replaces and supersedes the one issued 04/28/17\*  
 The City of Garden Grove, its Officers, Officials, Employees, Agents and Volunteers are named as Additional Insured with respect to liability arising out of operations performed by the Named Insured. General Liability Additional Insured per endorsement forms CG2026 0704, CG2037

Reviewed and approved as to insurance language and/or requirements.  
*Heidi M. Jay*  
 Risk Management  
 1-30-18

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>City of Garden Grove</b> <b>11222 Acacia Parkway</b> <b>Garden Grove, CA 92840</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>Philip</i>
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**NOTEPAD:**HOLDER CODE  
INSURED'S NAME Stommel, Inc. dbaLEHRA-1  
OP ID: PCPAGE 2  
Date 04/28/2017

0704 and CA2048 0299 attached. Primary and Non-Contributory per endorsement form GG2001 0413 attached. Commercial Auto Additional Insured per endorsement form AC7005 0316 attached.

If we cancel this policy, we will send written notice of such cancellation to the person or organization shown below referencing the certificate holders name and address. The notice will be mailed at least thirty (30) days before the effective date of the cancellation. If notice is mailed, proof of mailing will be sufficient proof of notice. However, the terms of this endorsement shall not apply if the reason for cancellation of this policy is non-payment of premium, or if we send written notice of non-renewal of this policy for any reason.

ATTN: Heidi Janz  
heidij@ci.garden-grove.ca.us

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED 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):**

City of Garden Grove, it's officers, officials, employees, agents and volunteers

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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 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.

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

*Neilson Jay*  
Risk Management  
1-30-18

POLICY NUMBER: ACA-2624-4 ✓

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
City of Garden Grove, it's officers, officials, agents, employees and volunteers	City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

*Heidi M. Jay*  
Risk Management  
1-30-18

POLICY NUMBER: ACA-2624-4 ✓

COMMERCIAL AUTO  
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS 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" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05/01/2017	Countersigned By: <i>Suzanne Patton,</i>  (Authorized Representative)
Named Insured: Stommel Inc. dba Lehr Auto Electric; Pursuit North; Stommel Properties, LLC Auto Additions	

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> City of Garden Grove 11222 Acacia Parkway, Garden Grove 92840
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Reviewed and approved as to insurance language  
and/or requirements.  
*Neidim Jay*  
Risk Management  
1-30-18



POLICY NUMBER: ACA-2624-4 ✓

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**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.

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

*Heidi Jay*  
Risk Management

1-30-18

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

## **BUSINESS AUTO PROTECTION - GOLD**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

**COMMERCIAL AUTO  
AC 70 05 03 16**

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSURED – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

d. 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.

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(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.

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(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.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows:

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

**J. HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

**K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

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

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

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

**L. EXPANDED TOWING COVERAGE**

1. We will pay up to:

- a. \$100 for a covered "auto" you own of the private passenger type, or
- b. \$500 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**M. AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:

- a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this 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 refunded by a lessor;
  - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

**COMMERCIAL AUTO  
AC 70 05 03 16**

- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

**N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

**O. DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

**P. RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. 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.
3. 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 lesser of the following number of days:
  - a. 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.
  - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred.
  - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. 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 SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

**Q. EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

covered "auto" of the private passenger type. We will only pay for those 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 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".

**R. EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

**S. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in 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", or
  - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

- 5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

**COMMERCIAL AUTO  
AC 70 05 03 16**

ously titled and which you purchased less than 365 days before the date of the "loss".

**U. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

**6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

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

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

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

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

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If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.





# CERTIFICATE OF LIABILITY INSURANCE

LEHRAU1

OP ID: BH

DATE (MM/DD/YYYY)

04/25/2017

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

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

<b>PRODUCER</b> Automotive Aftermarket Svcs 0B82045 151 N Sunrise Ave #1016 Roseville, CA 95661	<b>CONTACT NAME:</b> Brandon Ceccardi
	<b>PHONE (A/C, No, Ext):</b> 888-383-2274 <b>FAX (A/C, No):</b> 916-676-0828 <b>E-MAIL ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Oak River Insurance Company	AAHX/34630
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**    Lehr Auto Electric  
 Stommel Inc  
 4707 Northgate Blvd  
 Sacramento, CA 95834

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	STWC817369	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

All California Operations.

Reviewed and approved as to insurance language and/or requirements

*Deidra M Jay*  
 Risk Management  
 1-30-18

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYGAR</b>  City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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