

## 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.

May 17, 2018

AAA Oil, Inc. dba California Fuel and Lubricants 11621 Westminster Avenue Garden Grove, CA 92843

Attention: Efrain Davalos

Enclosed is a copy of Amendment No. 1 to the Agreement by and between the City of Garden Grove and AAA Oil, Inc. dba California Fuels and Lubricants, to provide and deliver fuel on an emergency basis to the Municipal Service Center and Garden Grove Police Department.

The amendment was approved by the City Council at their meeting held on May 8, 2018.

Sincerely,

Teresa Pomeroy City Clerk

By: Liz Vasquez

Deputy City Clerk

Enclosure

c: Finance Department

Finance Department/Purchasing

Public Works Department

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

#### **CITY OF GARDEN GROVE**

#### **AMENDMENT NO. 1**

To: CITY desires to utilize the services of CONTRACTOR on an emergency basis to Provide and Deliver fuel to the City of Garden Grove for vehicles and equipment to the following locations:

- 1. Municipal Service Center located at 13802 Newhope Street, Garden Grove, CA 92843
- 2. Garden Grove Police Department located at 11301 Acacia Parkway, Garden Grove, CA 92843

This Amendment No. 1 is made and entered into this 17 day of 2016, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and AAA Oil, Inc. dba California Fuels and Lubricants hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 158371 effective April 26, 2018.

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 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$50,000.00 to a new Firm Fixed Price of \$150,000.00. This is an increase of \$100,000.00 to cover emergency fuel needs while a new procurement is in process.

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. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

"CITY" **CITY OF GARDEN GROVE** 

ATTESTED:

Incorporated

September 2004

"CONTRACTOR"

AAA Oil, Inc. dba California Fuels and

Lubricants

Name:

Title:

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

APPROVED AS TO FORM:

Grove City Attorney

CASSIER

ACORD

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 04/26/2018

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

· ·	SUBROGATION IS WAIVED, subje	o the	cert	ificate holder in lieu of su	<u>uch end</u>	orsement(s	).	/ require an endorsemen	It. A SI	atement on
PRODUCER License # 0252636					CONTACT Cassandra Ramos					
United Agencies 5210 Lewis Road, Suite 14				PHONE (A/C, No	PHONE (A/C, No, Ext): FAX (A/C, No):					
Agoura Hills, CA 91301					E-MAIL ADDRESS: cassie@churchillrisk.com					
					INSURER(S) AFFORDING COVERAGE			NAIC#		
					INSURER A: Philadelphia Indemnity Insurance Company				18058	
INSURED  AAA OIL, INC  DBA: CALIFORNIA FUELS & LUBRICANTS  11621 WESTMINSTER AVE				INSURER B:						
				ANTS	INSURER C:					
				INSURER D:						
	GARDEN GROVE, CA 92843					INSURER E :				
-					INSURE	RF:				
				E NUMBER:				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PFR	IKEMI TAIN	ENT, LERM OR CONDITION THE INSURANCE AFFORM	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPE	OT TO	MALIOUETLUC
NSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)				
A	X COMMERCIAL GENERAL LIABILITY	11430	7770			(MM/DD/YYYY)	(MM/UD/YYYY)	LIMIT		1,000,000
	CLAIMS-MADE X OCCUR	x	x	PHPK1811891		05/01/2018	05/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	0
					1			PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  PRO- JECT LOC		1					GENERAL AGGREGATE	\$	2,000,000
								PRODUCTS - COMP/OP AGG	\$	2,000,000
A	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ <b>\$</b>	1,000,000
	X ANY AUTO	Х	X	PHPK1811891		05/01/2018	05/01/2019	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS  X HIRES ONLY X AUTOS ONLY						,	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
	X HIRED AUTOS ONLY X AUTOS ONLY X MCS90 INCLUDED							(Per accident)	\$	
Α	X UMBRELLA LIAB X OCCUR								\$	4,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB626858		05/01/2018	05/01/2019	EACH OCCURRENCE	\$	4,000,000
	DED X RETENTIONS 10,000								\$	
*	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						3	PER OTH-	\$	
									s	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		Reviewed and approved	as to in	ourence fano	1000	E.L. DISEASE - EA EMPLOYEE		-
	If yes, describe under DESCRIPTION OF OPERATIONS below			andler rec					s	
				Deidi	m	Ja	11.1	E.E. DISEASE - POLICY LIMIT	3	···
				5-10-18	magamén					
ITY DD RIN VAIV ICS XCI	RIPTION OF OPERATIONS / LOCATIONS / VEHICL 13650 HARBOR BLVD GARDEN GROVE OF GARDEN GROVE, ITS RESPECTIVE TIONAL INSUREDS WITH RESPECTS T IARY AND NON-CONTRIBUTORY WOR! /ER OF SUBROGATION APPLIES TO GI -90 AND CA9948 INCLUDED IN THE AU ESS LIABILITY FOLLOWS FORM TO UN AY NOTICE OF CANCELLATION / 10 DA	OFF OFF ONG ONG ENEF TO LI	9284 FICIAI ENER APPI RAL L IABIL LYIN	3 LS, OFFICERS, EMPLOYEI AL LIABILITY AND AUTO I LIES TO GENERAL LIABIL IABILITY AND AUTO LIAB IS GENERAL LIABILITY AN	ES, ATTO LIABILIT LITY AND BILITY.	ORNEYS, CO Y O AUTO LIAE	ONSULTANT		EERS .	ARE
CEF	RTIFICATE HOLDER				CANCE	LLATION				
CITY OF GARDEN GROVE 11222 ACACIA PKWY 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.				
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ACORD 25 (2016/03)

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

## ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE** 

Effective Date: 05/01/2018

Name of Person or Organization (Additional Insured):

Blanket for all additional insured's if required in a written contract

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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evidenced and approved as to insurance language

person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- I. Duties in the Event of Occurrence, Offense, Claim or Suit
  - 1. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a. the requirement that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
    - a. You, if you are an individual;
    - b. A partner, if you are a partnership; or
    - c. An "executive officer" or insurance manager, if you are a corporation.
  - 2. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.b. the requirement that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
    - a. You, if you are an individual;
    - b. A partner, if you are a partnership; or
    - c. An "executive officer" or insurance manager, if you are a corporation.
- J.) Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer of Rights of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

#### K. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

### 10. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

L. Unintentional Failure To Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

11. Unintentional Failure To Disclose Hazards

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Risk Management

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

## ADDITIONAL INSURED BY CONTRACT 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 Coverage Form apply unless modified by the endorsement.

A. SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who is An Insured is amended by adding the following:

The following are also "insureds":

Any person or organization other than a joint venture, for which you have agreed by written contract to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- 1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
- 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
- 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours:
- 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto": or
- 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- **B.** The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

- **C.** The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- **D.** The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

- 1. Which occurs prior to the date your contract is effective with such person or organization;
- 2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or

Page 1 of 2

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3. For any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

#### L. One Comprehensive Coverage Deductible

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

#### **III. BUSINESS AUTO CONDITIONS**

## A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

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) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

## B. Blanket Waiver Of Subrogation

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

However, 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."

### C. Unintentional Errors or Omissions

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

Page 7 of 8

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Risk Management

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. PRIMARY AND NON-CONTRIBUTORY CLAUSE 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 Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement attached to this policy is primary when primary coverage is required in a written contract.

We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss."

Reviewed and approved as to insurance tengua

Risk Management

Page 1 of 1

USDOT Number: 2007610 Date Received: 10/22/2015

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

## **FORM MCS-90**

Issued to	AAA Oil, Inc.	of	Ca.	lifornia	
(Motor Carrier name)			(Motor Carrier	state or province)	
Dated at 11:53 a.m.	on this <u>26th</u> day of	April ,	2017		
Amending Policy Number:	PHPK1811891	Effective Date:	05/01/	2018	
Name of Insurance Company:	Philadelphia	Indemnity Insu	rance Comp	eany	
	Countersigne	ed by: (authorized con	pany representati	ve)	
The policy to which this endorse	ment is attached provides p	rimary or excess insi	rance, as indic	ated for the limits shown	(check only one):
This insurance is primary and	the company shall not be liable	for amounts in excess of	\$1,000,	000 for each accident	
This insurance is excess and the		amounts in excess of \$_			
Whenever required by the Feder said policy and all its endorseme to verify that the policy is in force	nts. The company also agree	es, upon telephone r	equest by an au	uthorized representative	CSA a duplicate of of the FMCSA ,
Cancellation of this endorsemen the other party (said 35 days not and (2) if the insured is subject t the FMCSA (said 30 days notice t	ice to commence from the or the formal the f	date the notice is ma equirements under <u>4</u>	iled, proof of m 9 U.S.C. 13901,	nailing shall be sufficient by providing thirty (30)	proof of notice), days notice to
Filings must be transmitted or	nline via the Internet at <u>ht</u>	tp://www.fmcsa.do	ot.gov/urs.	5	

Risk Management

(continued on next page)

## **DEFINITIONS AS USED IN THIS ENDORSEMENT**

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

in consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PublicLiability means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition. insolvency or bankruptcy of the insured. However, all terms. conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

## **SCHEDULE OF LIMITS — PUBLIC LIABILITY**

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

<sup>\*</sup>The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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 the endorsement.

## A. Liability Coverage is changed as follows:

- Paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
- With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

#### **B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

Risk Management

POLICY NUMBER: PHPK1811891

	SCHEDU	LE OF UNDE	RLYING INSURANCE	
Employers' Liabili				
Company:				
Policy Number:				<u> </u>
Policy Period:				
Minimum Applicable	e Limits			
Bodily injury by accident Bodily injury by disease Bodily injury by disease				Each Accident
				_ Each Employee
				_ Policy Limit
Commercial Gene	_		M Occurrence	☐ Claims-Made
Company:	Philadelphia Ind	lemnity Ins	urance Company	
Policy Number:	PHPK1811891			
		05/01/2019		
Retroactive Date: 1				
Minimum Applicable				
General Aggreg		\$_	2,000,000	_
	leted Operations Aggre	gate     \$ _	2,000,000	<b>_</b>
	dvertising Injury	\$_	1,000,000	_
Each Occurrent	ce	\$_	1,000,000	_
Commercial Auto	Liability			1
Company: Philadelphia Indemnity Insurance Company				
Policy Number: PHPK1811891				
Policy Period: 05/01/2018 05/01/2		5/01/2019		
Minimum Applicable	Limits			
Garage Aggrega	ate Limit For Other Thar			
(if applicable)		\$ _	Not Applicable	_
Each Accident		\$ _	1,000,000	_
Professional Liability Company:			☐ Occurrence	☐ Claims-Made
Policy Number:		·		
Policy Period:				
Retroactive Date:				
Minimum Applicable	Limits			
-j- j		\$		
			<del></del>	-
		<del>-</del> _		-





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT NAME: Colony West Financial Insurance Services PHONE (A/C, No, Ext): E-MAIL ADDRESS: CO (714) 542-4870 FAX (A/C, No): (714) 542-4871 License # 0C42420 certificates@colony-west.com 201 East Sandpointe Dr #360 INSURER(S) AFFORDING COVERAGE NAIC # Santa Ana CA 92707 StarNet Insurance Company INSURER A : INSURED INSURER B AAA Oil, Inc, DBA: California Fuels & Lubricants INSURER C: 11621 Westminster Ave INSURER D : INSURER E : Garden Grove CA 92843 INSURER F: **COVERAGES** Master Cert **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. ADDLISUBI POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE LTR INSD WVD POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY Loc PRODUCTS - COMP/OP AGG OTHER s **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT s ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E L EACH ACCIDENT NIA BNUWC0143909 05/01/2018 05/01/2019 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. CITY OF GARDEN GROVE 11222 ACACIA PKWY AUTHORIZED REPRESENTATIVE **GARDEN GROVE** CA 92840

(Ed. 04-84)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (Specific)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be <u>5</u>% of the California workers' compensation premium otherwise due on such remuneration.

#### Schedule

Person or Organization	Job Description				
KIEWIT INFRASTRUCTURE WEST CO	SANTA ANITA DAM SPILLWAY MODIFICATION JOB # 103552				
CITY OF GARDEN GROVE	City of Garden Grove/delivering fuel to their tanks on jobsite				

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date:

Policy Number: BNUWC0143909

**Endorsement No.:** 

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Insured Name: AAA OIL INC

Insurance Company:

LM 15/1

StarNet Insurance Company

Countersigned By

Restaured and approved as to incurance language

andler requirements.

Risk Menagement