



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Joseph Barbarotta  
**Date:** 07/06/2021  
**Re:** On-call flooring, fix, repair or replace all types of floors as needed

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**Contractor Name:** Tim's Enterprises

**Contractor Address:** 39 Myrtle Avenue, Ansonia, CT 06401

**Is the contractor a Minority or Women Owned Small Business?** Yes

**Renewal or Award of Contract/Agreement?** Renewal

**Total Amount of Contract/Agreement and the Hourly or Service Rate:** Not to exceed \$25,000

**Contract or Agreement #:** 50545R

**Funding Source & Account #:** 3C22-2261-58101

**Key Questions:** (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:** Providing flooring repairs and maintenance throughout the NHPS district.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** The contractor was selected via the RFP process and presented the lowest bid.
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** Yes. The vendor has performed all duties and responsibilities as required by the contract.
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much? No increase.** All rates remain the same as the previous year.

5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much?** N/A
  
6. **Is this a service existing staff could provide? Why or why not?** This contractor supplements the trades workforce as needed.



**DISCLOSURE &  
CERTIFICATION AFFIDAVIT**

**EVERY SECTION MUST BE COMPLETED**  
For help completing this form contact 203-946-8201

Contractor/Vendor Name:	TIM'S ENTERPRISES LLC
Address:	6 GRACE STREET, NEW HAVEN, CT 06511 / 39 MYRTLE AVE, ANSONIA, CT 06511
Telephone and/or Fax #:	203-410-5189 / 203-772-2982
Email Address:	tims.enterprises@yahoo.com
Contact Person:	TIMOTHY WASHINGTON

**For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:**

(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	CONNECTICUT	County of	NEW HAVEN
I,	<b>TIMOTHY WASHINGTON</b> <small>(type or print your name above)</small>	<b>being first duly sworn, hereby deposes and says that:</b>	
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	TIM'S ENTERPRISES LLC Insert Company Name above	
2b.	Or I am an individual and my name is:	if an individual, insert your name above	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	<input checked="" type="checkbox"/>	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.	
4b.	<input type="checkbox"/>	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.	
4c.	<input type="checkbox"/>	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
5.	<input type="checkbox"/>	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	0818370 Insert State Registration # above
6b.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	TIM'S ENTERPRISES LLC	NONE	50521-1-5	7/1/2020
2	TIM'S ENTERPRISES LLC	NONE	50525-1-4	7/1/2020

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	N/A	N/A	N/A
2	N/A	N/A	N/A

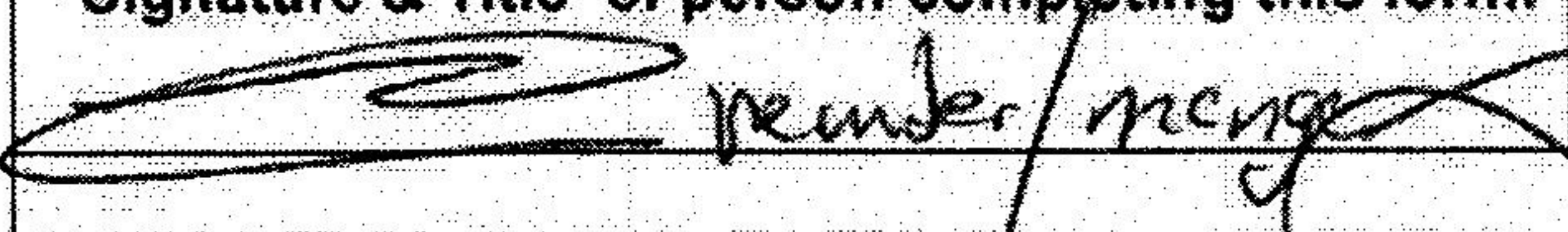
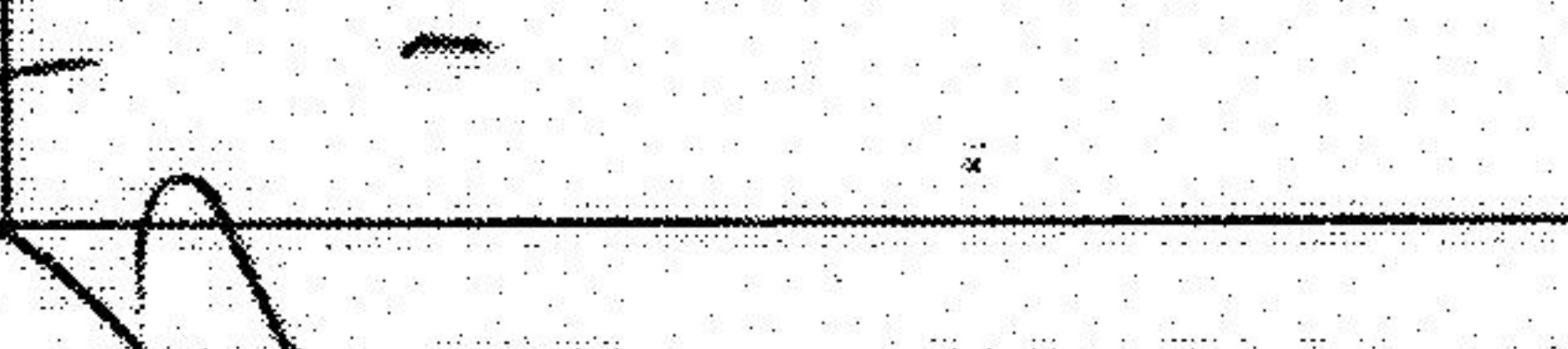
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	TIM'S ENTERPRISES LLC	39 MYRTLE AVE, ANSONIA, CT 06511	39 MYRTLE AVE, ANSONIA, CT 06511
2	TIM'S ENTERPRISES LLC	6 GRACE STREET, NEW HAVEN, CT 06511	6 GRACE STREET, NEW HAVEN, CT 06511

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:			
			
<b>THIS FORM MUST BE NOTARIZED</b>		<b>NOTARY SEAL (if available)</b>	
Signature of Notary:			
Subscribed and sworn to, before me on this:		Day of	2021
My Commission Expires:		Jennifer Affron Notary Public, State of Connecticut My Commission Expires March 31, 2022	

*This form should be mailed or emailed to the contracting department or included with a specific solicitation.*

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)



# TIM'S ENTERPRISES LLC

39 Myrtle Avenue  
Ansonia, CT 06401-3140  
Cell (203)410-5189  
Tel/Fax (203)772-2982  
[tims.enterprises@yahoo.com](mailto:tims.enterprises@yahoo.com)

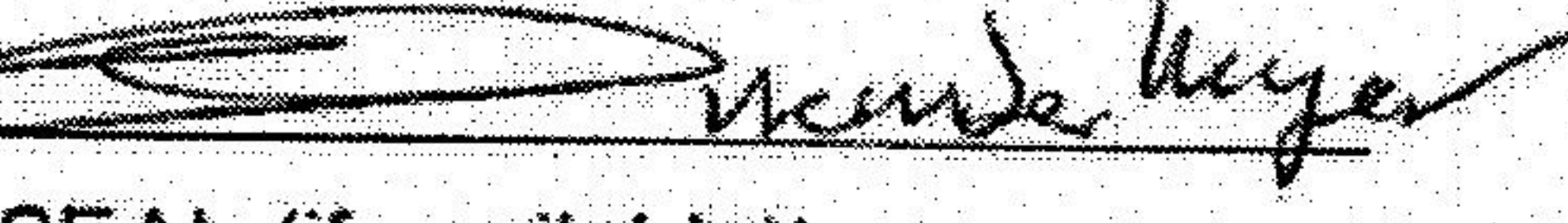
SBE/MBE/Section3/RRP/D.A.S Certified

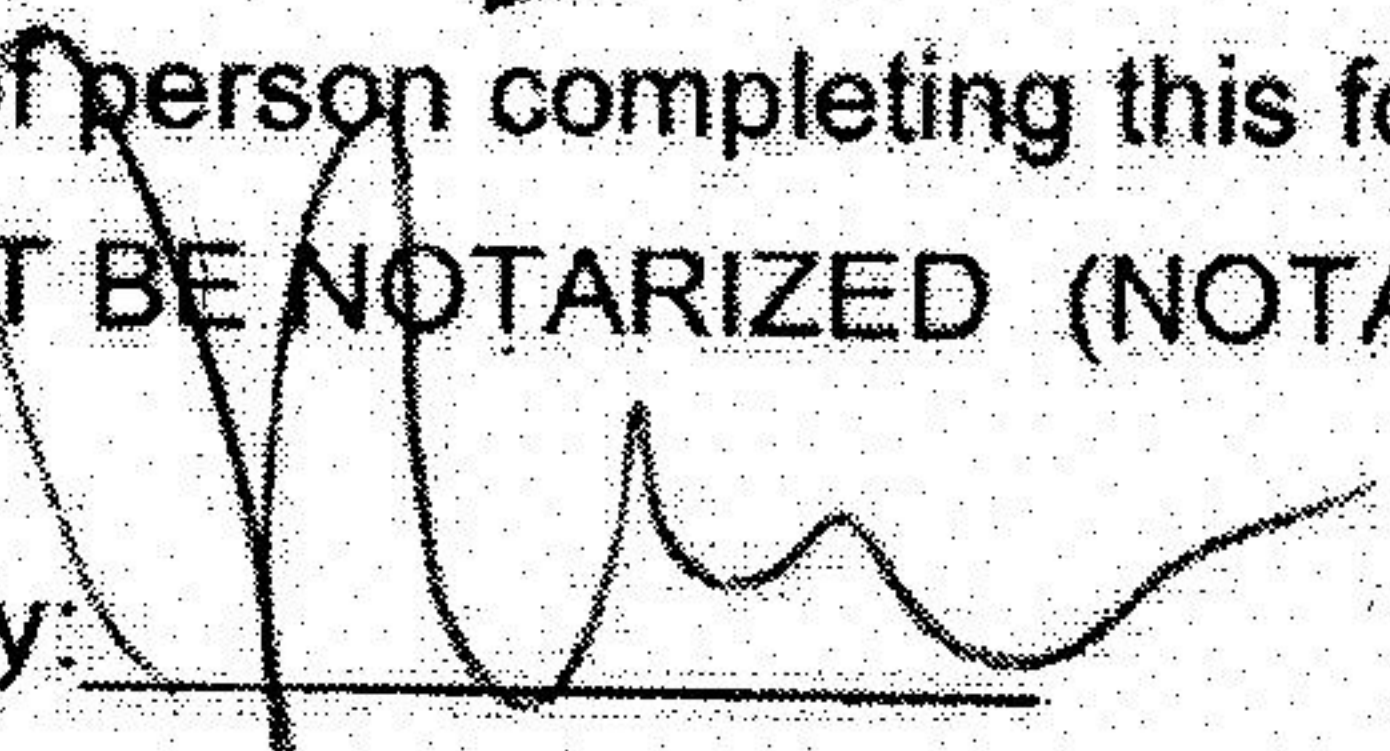
## Disclosure & Certification Affidavit

8. continue

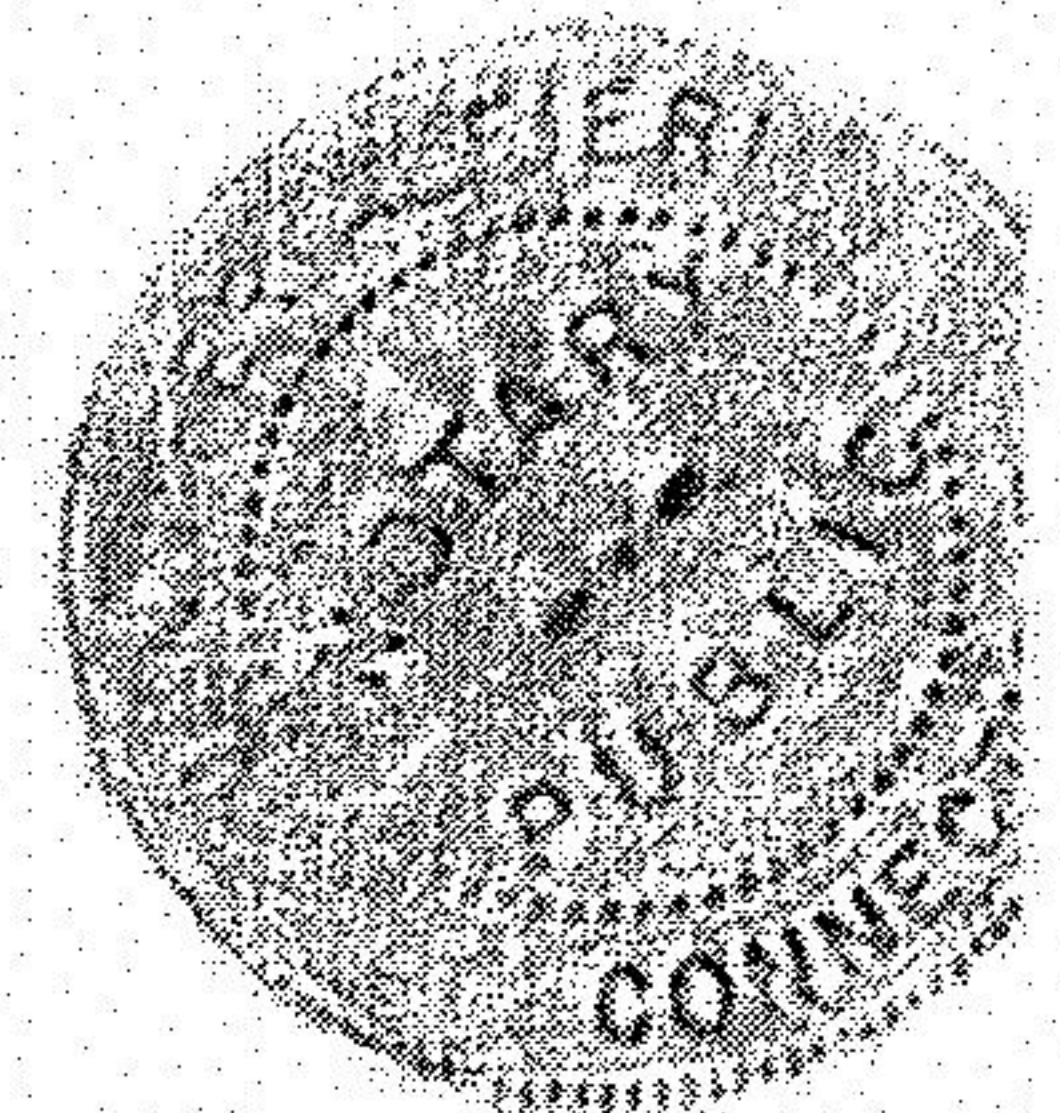
The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
TIM'S ENTERPRISES LLC	NONE	21641-2-2	7/1/20
TIM'S ENTERPRISES LLC	NONE	50488B-2-2	7/1/20

Signature & Title of person completing this form:   
THIS FORM MUST BE NOTARIZED (NOTARY SEAL (if available))

Signature of Notary:   
Subscribed and sworn to, before me on this: 4<sup>th</sup> Day of JUN 2021  
My Commission Expires:

Jennifer Alfieri  
Notary Public, State of Connecticut  
My Commission Expires March 31, 2022



(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2021

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> <b>MBI Company Group LLC.</b> 280 State Street North Haven, CT 06473	<b>CONTACT NAME:</b> Carolyn Delahunt <b>PHONE (A/C, No, Ext):</b> (203) 288-3401 <b>E-MAIL ADDRESS:</b> carolyn.delahunt@mbi-ins.com	<b>FAX (A/C, No):</b> (203) 281-0414	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  <b>Tim's Enterprises LLC</b> 39 Myrtle Ave Ansonia, CT 06401	<b>INSURER A : Gotham Insurance Company</b>		<b>25569</b>
	<b>INSURER B : NGM Insurance Company</b>		<b>14788</b>
	<b>INSURER C : BerkleyNet Underwriters</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**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>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Snow Removal Liabili  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL2021SIM00518	1/22/2021	1/22/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
<b>B</b>	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	B1P9199K	1/14/2021	1/14/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>C</b>	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			BNUWC015207320	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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)**  
 50545R- On-call Flooring Repair Services  
 Go Services, LLC 117 Kendall Street, New Haven CT 06415 and the City of New Haven shall be named additional insured with respect Auto liability coverage as required by written contract or agreement. A waiver of subrogation is included in favor of the City of New Haven on Auto and Worker's compensation policies.

<b>CERTIFICATE HOLDER</b>  City of New Haven 200 Orange Street New Haven, CT 06519	<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 
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by: \_\_\_\_\_

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

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT (OTHER THAN CONSTRUCTION)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement, or permit, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured or in connection with your premises rented to you.
- However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
  3. Only applies to "occurrences" or coverages not otherwise excluded under this policy.
- B.** Status as an additional insured for the person or organization to which this endorsement applies:
1. Commences during the policy period and after such written contract, written agreement or written permit has been executed; and
  2. Ends when:
    - a. Your ongoing operations for that additional insured are completed; or
    - b. The lease of premises expires, or
    - c. This policy is cancelled or otherwise terminates,whichever occurs first.
- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "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.This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
  2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.



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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured;  
or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement will not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE ELITE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**1. BROAD FORM INSURED****A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary:
  - (a) That is an "insured" under any other automobile policy or
  - (b) That would be an "insured" under such a policy but for (i) its termination or (ii) the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph **A.1 - WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE** is amended to add:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph **A.1 - WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE** is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
- (2) The "auto" is leased without a driver. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

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

The following is added to **A.1 WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE**:

Any person or organization for whom 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 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.

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.

### 3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **OTHER INSURANCE** Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

**EXCLUSION 5. - FELLOW EMPLOYEE OF SECTION II - LIABILITY COVERAGE** does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire or borrow, subject to the following limit. The most we will pay for "loss" to any hired "auto" is:

- (1) \$50,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 6. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. OF SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of \$75 per day and a maximum limit of \$2,250.

### 7. EXTRA EXPENSE – BROADENED COVERAGE

Under paragraph **A. OF SECTION III – PHYSICAL DAMAGE COVERAGE**, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph C. Limit of Insurance.

### 8. LOAN/LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if a long-term leased or financed "auto" is a covered "auto", we will pay in the event of a total "loss" your additional legal obligation to the lessor or loss payee for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges;

excess wear and tear charges; lease termination fees.

#### 9. AIRBAG COVERAGE

Under Paragraph **B. Exclusions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

#### 10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

The requirement in **LOSS CONDITIONS 2.a – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS – of SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an “accident” applies only when the “accident” is known to:

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

#### 11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### 12. WAIVER OF SUBROGATION

**Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – BUSINESS AUTO CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 13. RESULTANT MENTAL ANGUISH COVERAGE

The definition of “bodily injury” in **SECTION V – DEFINITIONS** is replaced by the following:

“Bodily injury” means bodily injury, sickness, or disease sustained by any person, including mental anguish or death resulting from any of these.

#### 14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

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

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

#### 15. NOTICE OF CANCELLATION TO THIRD PARTY

The following is added to **A.2., Cancellation of COMMON POLICY CONDITIONS**

If we initiate a cancellation or non-renewal for any reason, other than non-payment of premium, we will mail notice of cancellation to the person or organization scheduled on the policy as an additional insured 30 days before the effective date of cancellation. We will mail such notice to the address of the Additional Insured scheduled on the policy and in at least 30 days before the effective date of the cancellation or non-renewal.

If the Insured initiates the cancellation or in case of non-payment of premium, we will not mail advance notice but, a final cancellation notice will be sent to the person or organization scheduled on the policy as an additional insured. We will mail such notice to the additional insured address upon final cancellation of the policy.

#### 16. VEHICLE WRAP COVERAGE

Paragraph **A. Coverage** of **Section III – PHYSICAL DAMAGE COVERAGE** is amended to include the following additional paragraph:

##### Vehicle Wrap

In the event of a “loss” to a covered “auto”, we will provide the following coverage if such “loss” is caused by:

- a. Other than collision only if the Declarations indicates that comprehensive Coverage is provided for the covered “auto”;
- b. Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for the covered “auto”; or
- c. Collision only if the Declarations indicates that Collision Coverage is provided for the covered “auto”.

We will pay for “loss” to a “vehicle wrap” that is installed on the covered “auto”. The most we will pay for “loss” is \$5,000 per policy period.

We will not pay for “loss” due to and confined to wear and tear; or damage to paint or the vehicle caused by faulty installation of a “vehicle wrap”.

The "vehicle wrap" is subject to the Comprehensive deductible for the covered "auto", except in the event of a "loss" to a covered "auto" for which such vehicle is involved in a collision and there is both:

- (1) Collision damage to the vehicle; and
- (2) Damage to the "vehicle wrap"

Then the collision deductible will apply.

If the "vehicle wrap" is damaged in a collision the lesser of replacement cost or original purchase cost of the "vehicle wrap" will apply.

**SECTION V. DEFINITIONS** is amended to include the following additional definition.

"Vehicle Wrap" means self-adhesive vinyl decals or sheets applied to the exterior body or window of a covered "auto". Signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

## 17. GARAGEKEEPERS

The most current version of endorsement CA 99 37 that is approved in your state is added to the policy on an Excess insurance basis with a maximum limit of \$10,000 and a \$500 deductible for each Customer's Auto for all perils. The limit is applicable on a blanket basis to all Insured owned locations.

## 18. ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance**, Paragraph 1. Is amended to include:

However, if the covered "auto" has less than 36,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

## 19. FIRE DEPARTMENT SURCHARGE

Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

- c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,500 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance

No deductible applies to this additional coverage.

## 20. LOSS OF USE TO RENTAL CAR

Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add the following:

### d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$1,000 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement

## 21. EXTENDED COVERAGE – BAIL BONDS

Paragraph **A.2.a. (2) of SECTION II – LIABILITY COVERAGE** is replaced by the following:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds

## 22. EXTENDED COVERAGE – LOSS OF EARNINGS

Paragraph **A.2.a. (4) of SECTION II – LIABILITY COVERAGE** is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**23. LOCKOUT REIMBURSEMENT COVERAGE**

We will reimburse up to \$75 per occurrence to cover your actual expenses incurred when a locksmith must be called:

- (1) To open a covered "auto" because the keys are locked inside the auto; or
- (2) To make a key for a covered "auto" because the key has been lost or stolen.

No deductible applies

**24. NON-OWNED TRAILER – INCREASED LOAD CAPACITY**

The following is added to C. of **SECTION I – COVERED AUTOS**:

Non-owned "trailers" with a load capacity of 5,000 pounds or less designed primarily for travel on public roads

**25. EXTENDED COVERAGE – BUSINESS PERSONAL PROPERTY AND PERSONAL EFFECTS**

Paragraph **A.4** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the following:

Physical Damage Coverage on a covered "auto" may be extended to "loss" to your "business personal property" or "personal effects", not otherwise covered in the policy or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss". The most we will pay for any one "loss" under this coverage extension is \$500.

**SECTION V - DEFINITIONS** is amended by adding the following:

"Business Personal Property" and "Personal Effects" means tangible property that is worn or carried by an "insured". It does not include tools, jewelry, money or securities.

**26. RENTAL REIMBURSEMENT COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

- (1) 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.

- (2) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the 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; or

- (b) 30 days.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or

- (b) \$50 per day.

- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (5) If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE EXTENSION**.

If Rental Reimbursement Coverage is already on the policy at higher limits, then that coverage replaces, and is not added to, the coverage provided above.

**27. TEMPORARY SUBSTITUTE PHYSICAL DAMAGE**

Paragraph **C.** of **SECTION I – COVERED AUTOS** is amended by the addition of the following:

If Physical Damage Coverage is provided by this Coverage Form, the following type of vehicle is also a covered "auto" 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

## 28. TOWING AND LABOR COVERAGE

Paragraph **A.2.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" of the private passenger type or a truck of less than 20,000 pounds gross vehicle weight is disabled. However, the labor must be performed at the place of disablement.

## 29. NEW AUTO REPLACEMENT

In the event of a total loss to your "new" "auto" of the private passenger type or a truck of less than 10,000 pounds gross vehicle weight to which this coverage applies, as show in the Declarations, we will pay at your option:

1. The verifiable new "auto" purchase price of your damaged auto, not including any insurance or warranties purchased;
2. The purchase price, as negotiated by us, of a new "auto" of the same or similar make, model and equipment, not including any furnishing, parts or equipment not installed by the manufacturer or manufacturer's dealership;

This coverage is provided without deduction for depreciation.

### CONDITIONS

"New" means an "auto" in which you are the original owner and the "auto" has not been previously titled.

Coverage under this endorsement shall be applicable:

1. for no more than 365 days from the date of purchase of the "auto" to which it applies, plus the remainder of the policy term in which the 365th day from purchase ends, and;
2. When the "auto" has less than 15,000 miles

All other provisions of this policy apply.

## 30. DRIVE OTHER CAR FOR EXECUTIVE OFFICERS

- A.** This endorsement changes only those coverages where a premium is shown in the Schedule.

## B. Changes In Covered Autos Liability Coverage

Any "auto" you do not own, hire or borrow is a covered "auto" for Liability Coverage while being used by any of your "executive officers", except:

- a. Any "auto" owned by that "executive officer" or any "family member", or
- b. Any "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos".

## C. Changes In Auto Medical Payments and Uninsured and Underinsured Motorists Coverage

The following is added to **Who Is An Insured**:

Any "executive officer" is "insured" while "occupying" or while a pedestrian when being struck by any "auto" you do not own except:

Any "auto" owned by that "executive" or by any "family member".

## D. Changes In Physical Damage Coverage

Any private passenger type "auto" you do not own, hire or borrow is a covered "auto" while in the care, custody or control of any of your "executive officers" except:

- (1) Any "auto" owned by that "executive officer" or any "family member".
- (2) Any "auto" owned by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos".

## E. Additional Definitions:

As used in this endorsement:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and that person's spouse, while a resident of the same household.

"Family member" means a person related to the "executive officer" by blood, marriage or adoption who is a resident of the "executive officer's" household including a ward or foster child.

- F.** The Insurance provided under this provision will be:

Equal to the broadest of those coverages afforded any covered "auto", and Excess over any other collectible insurance.