

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



July 7, 2022
Amended July 15, 2022

SENT VIA E-MAIL (TGood@coopercityfl.org)

Mr. Thomas Good
City of Cooper City Florida
9070 SW 51 Street
Cooper City, FL 33328

Re: Cooper City - Landscape Master Plan
CMA Proposal No. 22-0016.P0001.003

Mr. Good:

Chen Moore and Associates (CMA) is grateful for the opportunity to submit the attached Proposal for Professional Services to assist you with the preparation of a Landscape Master Plan with supporting Design Guidelines for the City of Cooper City, Florida.

PROJECT INTRODUCTION

The City requests that CMA develop a Scope of Services to develop and implement a landscape master plan thematically uniting the City's public spaces. The Scope of Work will include working with the City commission, staff and citizens to select a branding identity for the City; identifying and analyzing the City's parks, thoroughfares, streets and miscellaneous public spaces for opportunities to implement the selected improvements; to develop standardized design guidelines to be used for each project as they are executed; and to develop a phasing strategy for implementation based on anticipated costs.

The terms/conditions and rate schedule shall adhere to the Continuing Professional Services Agreement for General Engineering Services Contract between the City of Cooper City and Chen Moore & Associate.

The "Client" is the City of Cooper City Florida
The "Consultant" is Chen Moore and Associates (CMA)

SCOPE OF SERVICES

This scope of services has been prepared based on a virtual meeting held on April 12th, 2022 between CMA staff and Cooper City staff. In attendance were Cristobal Betancourt, Daniel Davila and Tanya McCormick of CMA and Tim Flemming and Thomas Good of the City of Cooper City.

Task 1 – Public Engagement

- The work of this task includes gathering public input prior to design and presenting Preliminary and Final Landscape Master Plans to the City, elected officials, and local citizens. Venues can be in person or virtual (Microsoft teams, Zoom, or similar) based on current City policy. The project will have three milestones. The first is information gathering prior to design, the second is the presentation of Preliminary Landscape Master Plan, and the third is a presentation of the Final

Landscape Master Plan to the City Commission.

- Consultant shall hold regular monthly progress meetings with the City staff to review progress and request input, as necessary. City should anticipate up to six (6) progress meetings for a six (6) month project schedule.
- Phase I: Information Gathering
 - CMA shall hold stakeholder interviews with the Mayor and Commission in a workshop.
 - CMA shall hold stakeholder interviews with other City departments (i.e. public works, planning, parks, art in public places, etc.) impacted by the project. City to identify departments and number of meetings. Consultant will budget up to two (2) meetings.
 - CMA shall hold up to two (2) public workshops for information gathering prior to design. One virtual and one in-person. These two (2) meetings may be held simultaneously – conducted in person and broadcasted virtually. An optional task item is below for conducting an additional/second meeting if necessary or if the meetings cannot be scheduled or conducted simultaneously.
- Phase II: Preliminary Landscape Master Plan and Branding
 - CMA shall review Preliminary Landscape Master Plan with City departments. CMA will budget up to two (2) meetings.
 - CMA shall hold a Commission Workshop.
 - CMA shall hold up to two (2) public workshops to review Preliminary Landscape Master Plan. These two (2) meetings may be held simultaneously – conducted in person and broadcasted virtually. An optional task item is below for conducting an additional/second meeting if necessary or if the meetings cannot be scheduled or conducted simultaneously.
- Phase III: Final Landscape Master Plan and Branding
 - CMA shall review Final Landscape Master Plan with City departments. Consultant will budget up to two (2) meetings.
 - CMA shall review Final Landscape Master Plan in individual meetings with Mayor and Commissioners prior to final public presentation at Commission.
 - CMA shall present the Final Landscape Master Plan at public Commission Meeting.

Task 2 – Preliminary Landscape Master Plan and Branding

A. Information Gathering

- CMA shall develop base information for the project using publicly available data such as aerial photography, surveys from previous projects, etc.
- CMA shall work with the City to identify public rights-of-way, parks, and other public spaces. These spaces shall then be categorized from higher visibility areas (high priority) to lower visibility areas (low priority).
- CMA shall conduct up to two (2) site visits to gather information on existing conditions to develop the basis of design. City shall assist CMA with MOT for studies in public rights-of-way.
- CMA shall develop an existing conditions site analysis and develop exhibits for use in Task 1 - Phase I.

B. Schematic Design

- CMA shall prepare up to three (3) unique landscape branding options for improving the public realm. These concepts shall include landscape, hardscape, signage, lighting, public artwork

installations or other similar treatments to establish a common aesthetic and sense of place within Cooper City.

- CMA shall develop plans, renderings, and exhibits for up to three (3) public spaces to be selected with City staff as representational examples to demonstrate the application of the branding options to residents, elected officials, and City staff.
- The exhibits will be shared with the public in the work of Task 1 - Phase II above, to solicit feedback from residents, elected officials, and City staff.

Task 3 – Final Landscape Master Plan and Branding

- CMA shall refine the feedback received in the work of Task 2 into a Final Design Guidelines Manual (FDGM) to be applied to the public spaces identified the study. The FDGM will contain guidance on landscape, hardscape, wayfinding, lighting, and site furnishings that brand the City's identity.
- The FDGM will identify and categorize the City's public spaces to receive improvements as funding becomes available.
- The FDGM will include preliminary cost estimates for landscape improvements throughout the community and establish a priorities list to aid the City in developing a Capital Improvements Plan for the individual projects.

BASIS OF SCOPE

The basis for the above scope of services and associated fee(s) are based on the following:

- The Project is in the City of Cooper City, Florida.
- The work of this project constitutes a study. No construction documents shall be developed or provided.
- The base plans for this project shall be compiled from publicly available data. No survey is anticipated for this phase of the project.
- Design for individual projects resulting for the study shall require Additional Services on a project by project basis.
- Client shall provide submittal fees for government agencies, if applicable.
- No known environmental concerns on the subject property.
- Work shall comply with all regulating agency requirements.

INFORMATION TO BE PROVIDED BY THE CLIENT

- Copies of all relevant data, including correspondence, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- A letter from the property owner(s) granting access to the site and giving approval for Consultant to perform the services listed herein.
- Previous construction documents if available.
- Any available As-Builts of existing utilities that may impact the project.

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SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval for this project as required.

The total lump sum fee for this project will be divided as follows:

Task(s)	Task Description	Lump Sum Fees	Hourly Fees	Total Fees
Planning Services				
Task 1A	Public Engagement	\$15,353.00	\$0.00	\$15,353.00
Task 1B (Optional)	Public Engagement	\$2,322.00	\$0.00	\$2,322.00
Task 2	Preliminary Landscape Master Plan	\$60,146.00	\$0.00	\$60,146.00
Task 3	Final Landscape Master Plan	\$14,420.00	\$0.00	\$14,420.00
TOTAL		\$92,241.00	\$0.00	\$92,241.00

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above.

The total fees quoted in this proposal constitute a guaranteed price for the scope of services set forth herein. CMA commits that the scope of services shall be completed for the quoted price and that no change orders or additional compensation shall be requested by CMA during the performance of its duties and responsibilities pursuant to this proposal.

Tasks requested by the City in addition to the original Scope of Services may be subject to additional compensation.

Should you have any questions, please do not hesitate to contact me at my office at +1 (561) 746-6900, Ext. 1194, my cell phone at +1 (850) 209-8569 or send me an electronic message at tmccormick@chenmoore.com.

Respectfully submitted,

Tanya McCormick, PLA, AICP
Senior Landscape Architect

TM/cab

cc: Cristobal Betancourt, PLA, AICP – CMA
Daniel Davila, PE – CMA

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
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AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: Cooper City - Landscape Master Plan
Client Name: City of Cooper City
Client Contact: Mr. Thomas Good, Cooper City Public Works Director
Client Address: 9070 SW 51 Street, Cooper City, FL 33328
Client Phone: (954) 434-2300
Client E-mail: TGood@coopercityfl.org

CMA Proposal No. 22-0016.P0001.003

Agreement Date: July 7, 2022
August 2, 2022

FEE: Lump Sum for Landscape Architecture is \$92,241.00

RETAINER: N/A

Notice to Owner: The Client is the owner of the site.

The undersigned agree to the Scope of Work made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Tanya McCormick
Authorized Signature

Tanya McCormick, PLA, AICP

Print Name/Title

7/14/2022

Date

CITY OF COOPER CITY (CLIENT)

[Signature]
Authorized Signature

[Signature]
Print Name/Title

8-2-22
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2022

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 Lassiter-Ware Insurance 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607	CONTRACT NAME: Wendy Tyree PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8880 E-MAIL ADDRESS: wendytl@lassiterware.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Chen Moore & Associates, Inc. 500 W. Cypress Creek Road Suite 630 Fort Lauderdale FL 33309	INSURER A : Crum & Forster Specialty Insurance Co INSURER B : Old Dominion Insurance Co.	NAIC # 44520 40231
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	


COVERAGES **CERTIFICATE NUMBER:** 22-23 Cert **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	ADDITIONAL INSURED (NSD) / WAIVED (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	EPK138072	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B1T2667W	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EFX119437	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER SITUATE OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made) Limits included with General Liability		EPK138072	01/01/2022	01/01/2023	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

The attached page(s) noting additional terms, conditions, coverage and/or comments applies.

CERTIFICATE HOLDER City of Cooper City 9070 SW 51th Street Cooper City FL 33328-4227	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. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 00037454

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY LassiterWare LLC		NAMED INSURED Chen Moore & Associates, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The City of Cooper City, its employees, agents, volunteers, independent contractors, successors and assigns, and other authorized representatives are included as additional insured under the terms and conditions of the attached forms on the General Liability policy, on a primary and non-contributory basis, when additional insured status is required by written contract. Blanket Waiver of Subrogation is included as part of the General Liability policy and apply when required by written contract, provided the contract is executed prior to any loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an 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”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
--

Blanket when specifically required in a written contract with the named insured.
--

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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

5. 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.

6. 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.**

7. LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, we will pay in the event of a total "loss" your additional legal obligation to the lessor 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.

8. 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.

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

The requirement in 2.a of A. Loss Conditions, 2. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits 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.

17. FIRE DEPARTMENT SERVICE CHARGE

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.