



1350399_00

CANBER CORPS

File Location

Vendor Name

CANBER CORPS
12/31/2017

Document Type: Contract Amendment

Vendor Name: CANBER CORPS

PO# Location: 1350399-001

Effect Date: 1/1/2016

Term Date: 12/31/2017

CR#: 57274

Related CR#: 50883

Ordinance:

Resolution:

Leg Date: 12/21/2003 13240

Vendor #: 35005

Description: AMD#1 2014-2017 ROUTINE STREETSCAPE MAINTENANCE
PO 1350399-001 X-REF 50883

Notes:

1350399_00
CANBER CORPS
12/31/2017

31121039

1350399.001

CR# 57274 DATE 1-6-16 LOC 1350399-001

EXERCISE OF OPTION FOR RENEWAL AND CONTRACT AMENDMENT # 1

**Canber 2014-2017 Routine Streetscape Maintenance
General Service Contract Landscape Maintenance**

The City of Bellevue, having entered an agreement under PO number 1350399.000 hereby exercises its option to renew the aforementioned contract for a period of two years, as specified in Attachment "A", Section 1.3 of the General Services Contract. As a result the contract is updated as follows:

- 1. Section 2.0 Contract renewal shall be effective January 1st, 2016 through December 31st, 2017.
- 2. Section 3.0 Compensation shall be \$63,805.00 (including applicable sales tax) for routine services for both 2016 and 2017. Plus any additional contingency balance for on call extra services not to exceed \$11,450.00 for the 4 year duration for additional work requested by and approved by the contract administrator. Total 4 year contract value with contingency shall not exceed \$132,532.50.
- 3. Attachment "A-1" Attachment "A-1" to the Contract shall be amended to include a modified scope of work. West Lake Sammamish Parkway site is amended to add the Sunset Elementary landscape beds addition.
- 4. Attachment "A-2" Updated contractors proposals are included for all sites, the Sunset landscape beds addition and extra services proposal is modified to reflect L&I prevailing wage categories and includes the addition of traffic control supervisor.
- 5. Attachment "A-3" Attachment "A-3" to the Contract shall be amended to include an annual maintenance schedule and map for the Sunset Elementary beds addition as West lake Sammamish Parkway revised sheet 10.

All other terms and conditions shall remain the same.

Acknowledged & Accepted

Canber Corps:

By: [Signature]
 Printed Name: KEITH VAN DOREN
 Date: 12-18-15
 Title: MAINT. MGT
 UBI #: 007303399
 Tax ID #: 911541441
 Phone #: _____

City of Bellevue:

By: [Signature]
 Printed Name: PATRICK FOZAN
 Date: 1/4/2016
 Title: DIRECTOR-PARKS&COMMUNITY SERVICES
 Approved as to form _____
 By: [Signature]
 Assistant City Attorney

ATTACHMENT "A-2"
Renewal Proposal

To: City Manager
City of Bellevue

LANDSCAPE MAINTENANCE:
Main Street - 140th Ave NE to
156th Ave NE

CONTRACTOR CANBER CORPS

DATE 12/15/2015

Pursuant to and in compliance with our Invitation for Proposal and all other documents relating thereto, the undersigned hereby certifies that he/she has examined the location for the landscape maintenance of Main Street in Bellevue, Washington, that he/she has read and thoroughly understands the terms of the contract and the cost of the complete work at the place where the work is to be done, and that he/she proposes and agrees to perform the contract, and provide and furnish any and all labor, materials, tools, expendable equipment, utility and transportation services necessary to perform the complete contract, in a professional manner, and as required by and in strict conformance with the Specifications, Special Provisions, Addendum and Plans, all for the attached rates and lump sum price.

The Proposal/Service Contract, together with Contract Documents, Specifications and Addenda, when endorsed by the Manager of the City of Bellevue, Washington, shall become a Contract binding on both parties thereto, whereby the Contractor agrees to perform the complete contract work, as specified, and the City of Bellevue agrees to make payments to the Contractor, as specified for said completed work.

OVERHEAD AND PROFIT

The attached Proposal includes overhead, profit and other expenses involved.

CONTRACTOR CANBER CORPS

ADDRESS PO BOX 2668
RENTON, WA 98056

TELEPHONE 425-271-8272 LICENSE # 041091


Signature

12/15/2015
Date

JEFF CANDLER
Printed Name

OWNER/PRESIDENT
Title

Main Street
 140th Ave NE to 156th Ave NE
 Duration: January 1st through December 31st, 2016

FUNCTION	YEARLY FREQUENCY	LABOR-HOURS/ YEAR	COST PER FREQUENCY	ANNUAL COST
<u>TURF</u>				
Mowing	35	70.0	\$70.00	\$2450.00
Trimming	35	26.25	\$26.25	\$918.75
Edging	16	16.0	\$35.00	\$560.00
Fertilize	3	6.0	\$75.00	\$225.00
<u>TREES, SHRUB AND GROUND COVER BEDS</u>				
Weeding	36	45.0	\$43.75	\$1575.00
Trimming Ground Cover	4	32.0	\$280.00	\$1120.00
Pruning Shrubs	4	32.0	\$280.00	\$1120.00
<u>HARD SURFACES</u>				
Sweeping	39	58.5	\$52.50	\$2047.50
Weeds	AS NEEDED	4.0	\$40.00	\$160.00
<u>OTHER</u>				
Leaf Removal	9	108.0	\$420.00	\$3780.00
Litter	AS NEEDED	26.0	N/C	N/C
Garbage Collection	52	13.0	\$8.75	\$455.00
Encroachment	5	20.0	\$140.00	\$700.00
Windfall Debris	AS NEEDED	1.0	\$17.50	\$35.00
2016 TOTAL		457.75		\$15,146.25

Main Street
 140th Ave NE to 156th Ave NE
 Duration: January 1st through December 31st, 2017

YEARLY FUNCTION	LABOR-HOURS/ FREQUENCY	COST PER YEAR	ANNUAL FREQUENCY	COST
<u>TURF</u>				
Mowing	35	70.0	\$70.00	\$2450.00
Trimming	35	26.25	\$26.25	\$918.75
Edging	16	16.0	\$35.00	\$560.00
Fertilize	3	6.0	\$75.00	\$225.00
<u>TREES, SHRUB AND GROUND COVER BEDS</u>				
Weeding	36	45.0	\$43.75	\$1575.00
Trimming Ground Cover	4	32.0	\$280.00	\$1120.00
Pruning Shrubs	4	32.0	\$280.00	\$1120.00
<u>HARD SURFACES</u>				
Sweeping	39	58.5	\$52.50	\$2047.50
Weeds	AS NEEDED	4.0	\$40.00	\$160.00
<u>OTHER</u>				
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Windfall Debris	AS NEEDED	1.0	\$17.50	\$35.00
2017 TOTAL		457.75		\$15,146.25

Renewal Proposal

To: City Manager
City of Bellevue

Landscape Maintenance
West Lake Sammamish Parkway

CONTRACTOR CANBER CORPS

DATE 12/15/2015

Pursuant to and in compliance with our Invitation for Proposal and all other documents relating thereto, the undersigned hereby certifies that he/she has examined the location for the landscape maintenance of West Lake Sammamish Parkway in Bellevue, Washington, that he/she has read and thoroughly understands the terms of the contract and the cost of the complete work at the place where the work is to be done, and that he/she proposes and agrees to perform the contract, and provide and furnish any and all labor, materials, tools, expendable equipment, utility and transportation services necessary to perform the complete contract, in a professional manner, and as required by and in strict conformance with the Specifications, Special Provisions, Addendum and Plans, all for the attached rates and lump sum price.

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OVERHEAD AND PROFIT

The attached Proposal includes overhead, profit and other expenses involved.

CONTRACTOR CANBER CORPS

ADDRESS PO BOX 2668

RENTON, WA 98056

TELEPHONE 425- 271-8272 ~ LICENSE # 041091



Signature

12/15/2015

Date

JEFF CANDLER
Printed Name

OWNER/PRESIDENT
Title

West Lake Sammamish Parkway
Duration: January 1st through December 31st, 2016

Function	Yearly Frequency	Labor-Hours Year	Cost Per Frequency	Annual Cost
<u>TURF</u>				
Rough Mowing/ String-line Mowing	16	24.0	\$52.50	\$840.00
<u>TREES, SHRUB AND GROUND COVER BEDS</u>				
Weeding	36	72.0	\$70.00	\$2520.00
Pruning Shrubs	4	16.0	\$140.00	\$560.00
Herbicide (Glyphosate)	AS NEEDED	6.0	\$80.00	\$240.00
<u>HARD SURFACES</u>				
Sweeping	37	37.0	\$35.00	\$1295.00
Weeds	AS NEEDED	3.0	\$40.00	\$120.00
<u>OTHER</u>				
Leaf Removal	9	54.0	\$210.00	\$1890.00
Litter	43	43.0	N/C	N/C
Encroachment	5	30.0	\$210.00	\$1050.00
Windfall Debris	AS NEEDED	2.0	\$35.00	\$70.00
2016 TOTAL		287.0		\$ 8585.00

Renewal Proposal

To: City Manager
City of Bellevue

Landscape Maintenance
West Lake Sammamish Parkway

CONTRACTOR CANBER CORPS

DATE 12/15/2015

Pursuant to and in compliance with our Invitation for Proposal and all other documents relating thereto, the undersigned hereby certifies that he/she has examined the location for the landscape maintenance of West Lake Sammamish Parkway in Bellevue, Washington, that he/she has read and thoroughly understands the terms of the contract and the cost of the complete work at the place where the work is to be done, and that he/she proposes and agrees to perform the contract, and provide and furnish any and all labor, materials, tools, expendable equipment, utility and transportation services necessary to perform the complete contract, in a professional manner, and as required by and in strict conformance with the Specifications, Special Provisions, Addendum and Plans, all for the attached rates and lump sum price.

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OVERHEAD AND PROFIT

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CONTRACTOR CANBER CORPS

ADDRESS PO BOX 2668

RENTON, WA 98056

TELEPHONE 425- 271-8272 LICENSE # 041091

Signature

12/15/2015
Date

JEFF CANDLER
Printed Name

OWNER/PRESIDENT
Title

West Lake Sammamish Parkway
Duration: January 1st through December 31st, 2017

Function	Yearly Frequency	Labor-Hours Year	Cost Per Frequency	Annual Cost
<u>TURF</u>				
Rough Mowing/ String-line Mowing	16	24.0	\$52.50	\$840.00
<u>TREES, SHRUB AND GROUND COVER BEDS</u>				
Weeding	36	72.0	\$70.00	\$2520.00
Pruning Shrubs	4	16.0	\$140.00	\$560.00
Herbicide (Glyphosate)	AS NEEDED	6.0	\$80.00	\$240.00
<u>HARD SURFACES</u>				
Sweeping	37	37.0	\$35.00	\$1295.00
Weeds	AS NEEDED	3.0	\$40.00	\$120.00
<u>OTHER</u>				
Leaf Removal	9	54.0	\$210.00	\$1890.00
Litter	43	43.0	N/C	N/C
Encroachment	5	30.0	\$210.00	\$1050.00
Windfall Debris	AS NEEDED	2.0	\$35.00	\$70.00
2017 TOTAL		287.0		\$ 8585.00

Renewal Proposal

To: City Manager
City of Bellevue

Landscape Maintenance
120th Ave NE Phase One

CONTRACTOR CANBER CORPS

DATE 12/15/2015

Pursuant to and in compliance with our Invitation for Proposal and all other documents relating thereto, the undersigned hereby certifies that he/she has examined the location for the landscape maintenance of 120th Ave NE Phase One in Bellevue, Washington, that he/she has read and thoroughly understands the terms of the contract and the cost of the complete work at the place where the work is to be done, and that he/she proposes and agrees to perform the contract, and provide and furnish any and all labor, materials, tools, expendable equipment, utility and transportation services necessary to perform the complete contract, in a professional manner, and as required by and in strict conformance with the Specifications, Special Provisions, Addendum and Plans, all for the attached rates and lump sum price.

The Proposal/Service Contract, together with Contract Documents, Specifications and Addenda, when endorsed by the Manager of the City of Bellevue, Washington, shall become a Contract binding on both parties thereto, whereby the Contractor agrees to perform the complete contract work, as specified, and the City of Bellevue agrees to make payments to the Contractor, as specified for said completed work.

OVERHEAD AND PROFIT

The attached Proposal includes overhead, profit and other expenses involved.

CONTRACTOR CANBER CORPS

ADDRESS PO BOX 2668

RENTON, WA 98056

TELEPHONE 425-271-8272 , LICENSE # 041091



Signature

12/15/2015

Date

JEFF CANDLER

Printed Name

OWNER/PRESIDENT

Title

120th Ave NE Phase One

Duration: January 1st through December 31st, 2016

Function	Yearly Frequency	Labor-Hours Year	Cost Per Frequency	Annual Cost
<u>TREES, SHRUB AND GROUND COVER BEDS</u>				
Weeding	36	54.0	\$ 52.50	\$ 1890.00
Pruning Shrubs	4	12.0	\$ 105.00	\$ 420.00
Pruning Groundcovers	4	12.0	\$ 105.00	\$ 420.00
Herbicide (Glyphosate)	AS NEEDED	4.0	\$ 40.00	\$ 160.00
<u>HARD SURFACES</u>				
Sweeping	37	18.5	\$ 17.50	\$ 647.50
Weeds	AS NEEDED	1.0	\$20.00	\$40.00
<u>OTHER</u>				
Leaf Removal	9	27.0	\$105.00	\$945.00
Litter	43	21.5	\$ N/C	N/C
Encroachment	5	10.5	\$70.00	\$350.00
Windfall Debris	AS NEEDED	1.0	\$17.50	\$35.00
2016 TOTAL		161.0		<u>\$ 4907.50</u>

120th Ave NE Phase One

Duration: January 1st through December 31st, 2017

Function	Yearly Frequency	Labor-Hours Year	Cost Per Frequency	Annual Cost
<u>TREES, SHRUB AND GROUND COVER BEDS</u>				
Weeding	36	54.0	\$52.50	\$1890.00
Pruning Shrubs	4	12.0	\$105.00	\$420.00
Pruning Groundcovers	4	12.0	\$105.00	\$420.00
Herbicide (Glyphosate)	AS NEEDED	4	\$40.00	\$160.00
<u>HARD SURFACES</u>				
Sweeping	37	18.5	\$17.50	\$647.50
Weeds	AS NEEDED	1.0	\$20.00	\$40.00
<u>OTHER</u>				
Leaf Removal	9	27.0	\$105.00	\$945.00
Litter	43	21.5	N/C	N/C
Encroachment	5	10.0	\$70.00	\$350.00
Windfall Debris	AS NEEDED	1.0	\$17.50	\$35.00
2017 TOTAL		161.0		\$4907.50

CONTRACTORS PROPOSAL FOR LANDSCAPE MAINTENANCE

Extra Services On Call Maintenance

LABOR ACTIVITY	LABOR RATE PER HOUR
GENERAL LANDSCAPE LABOR	\$ 40.00
IRRIGATION LABOR	\$ 45.00
GENERAL PRUNING cleanup ground person	\$ 40.00
GENERAL PRUNING TECNITIAN small eq, no climbing, bucket or boom	\$ 40.00
SPECIALTY PRUNNING	\$ 75.00
PESTICIDE APPLICATIONS	\$ 50.00
LANDSCAPE CONSTRUCTION	\$ 40.00
HEAVY EQUIPMENT OPPERATOR	\$ 85.00
TRUCK DRIVER	55.00/82.50
DANGEROUS TREE REMOVAL	\$ 100.00
TRAFFIC CONTROL SUPERVISOR	\$ 75.00
MATERIALS MARKUP PERCENTAGE	14%

CONTRACTOR

CANBER CORPS

ADDRESS

PO BOX 2668

TELEPHONE

425-271-8272

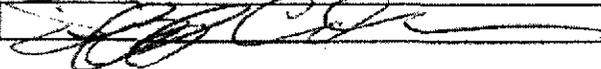
LICENSE #

41091

NAME AND TITLE

JEFF CANDLER, OWNER/PRESIDENT

SIGNATURE AND DATE

 11/2/12



Legend

- Right of Way
- Water Meter
- Backflow Assembly
- Controller
- Bed
- Hard Surface
- Turf Rough Mow

80
Feet

Source: City of Bellevue



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2015

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

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

PRODUCER WA#712152 1-206-343-2323
AssuredPartners of Washington, LLC dba MCM
MCM Benefits and Insurance Services, LLC, CA Lic #0782099
1325 Fourth Avenue, Suite 2100

CONTACT NAME _____
PHONE (A/C No. Excl) _____ FAX (A/C, No) _____
E-MAIL ADDRESS _____

Seattle, WA 98101

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	OHIO SECURITY INS CO	24042
INSURER B	Ohio Cas Ins Co	14B1
INSURER C		
INSURER D		
INSURER E		
INSURER F		

INSURED
Canbar Corporation

PO Box 2668

Renton, WA 98055

COVERAGES

CERTIFICATE NUMBER: 45060899

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 INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SECY <input type="checkbox"/> LOC		BKS1656328661	10/01/15	10/01/16	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 - PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAS1656328661	10/01/15	10/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO1656328661	10/01/15	10/01/16	EACH OCCURRENCE \$ 3,000,000- AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Landscape Maintenance and Construction; The City of Bellevue, its Officials, Employees and Volunteers are named as Primary Additional Insureds. Includes Pesticide Application

CERTIFICATE HOLDER

City of Bellevue
450 110th Ave NE
Bellevue, WA 98004

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

USA

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ACORD 25 (2010/05)
schellbach
45060899

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured,
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot, and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to

- (2) A watercraft you do not own that is
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to

- (i) Premises rented to you for a period of 7 or fewer consecutive days, or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6, under Section III - Limits Of Insurance is replaced by the following.

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you, or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, or

- b. Contents that you rent or lease as part of a premises rental or lease agreement

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract"

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows.

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following.

- (b) The expenses are incurred and reported within three years of the date of the accident, and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following.

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement, or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions.
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures, or
 - (b) The construction, erection, or removal of elevators, or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when

- (1) 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
- (2) 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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage"

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or

- (2) 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.

- d. "Bodily injury" or "property damage" occurring after

- (1) 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

- (2) 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 other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement, or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaration.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us,
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured, and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following.

(1) "Bodily injury" or "personal and advertising injury"

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above,
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above, or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

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

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you,
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following.

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1 -WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy, or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization,

- (2) If the Limits of Insurance of any other insurance policy have been exhausted, or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph A.1 –WHO IS AN INSURED is amended to include the following as an insured.

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph A.1. –WHO IS AN INSURED is amended to include the following as an insured.

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you, and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following.

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

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion B.5 FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows.

6. HIRED AUTO PHYSICAL DAMAGE

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

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos"

- a. You hire, rent or borrow, or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual 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.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver, or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value

7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A.2 Towing, is amended by the addition of the following.

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement
- b. For "light trucks", we will pay up to \$50 per disablement "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds

However, the labor must be performed at the place of disablement

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4 a., Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. 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 under Paragraph 4. Coverage Extension
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a to exclusions 4.c. and 4.d. is deleted and replaced with the following.

Exclusion 4.c. and 4.d do not apply to

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A Paragraph C., LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V – DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. **Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

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

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. **Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following.

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked, and
- c. Unoccupied

The "loss" must be reported to the police authorities within 24 hours of known damage

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership,
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place,
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following.

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also

20. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V – DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V – DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A.– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



COMMERCIAL PESTICIDE APPLICATORS FINANCIAL RESPONSIBILITY INSURANCE CERTIFICATE (FRIC)

Washington State Department of Agriculture
Pesticide Management Division
PO Box 42660 • Olympia, WA 98504-2660
Toll Free 877-301-4555
FAX (360) 902-2083
E-Mail: license@agr.wa.gov

Important: This FRIC is for Commercial Applicators who apply pesticides. There are separate forms used to verify coverage for individuals who perform wood destroying organism (WDO) inspections. A Commercial Applicator who applies pesticides and conducts complete WDO inspections must meet the financial coverage requirements of both the Commercial Applicator and the Structural Pest Inspector license. Complete WDO inspections are done for the purpose of determining evidence of infestation, damage, or conducive conditions as part of the transfer, exchange, or refinancing of any structure. For further information on the financial coverage requirements and options for both licenses, go to <http://agr.wa.gov/PestFert/LicensingEtc/CSpInfo.aspx>.

WSDA accepts faxes, e-mails and copies of this completed form.

Instructions: This form is only valid when completed by the Commercial Applicator's Insurance Agent. For new licenses, this form must be submitted BEFORE the Commercial Applicator license can be issued. For existing licenses, it must be submitted by the expiration date of the Commercial Applicator's insurance policy or that license is automatically suspended.

Washington Pesticide law (Chapter 17.21 RCW) requires that all Commercial Applicators submit proof of financial responsibility. Commercial Pesticide Applicators must have a surety bond or liability insurance policy that covers the pesticide applications of the business in the amount of at least \$50,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage including loss of damage arising out of the actual use of any pesticide not excluded below, including chemical drift damage onto property other than the property to which the chemical is being applied. The maximum deductible is \$5,000. Use this form if reporting a liability insurance policy; there is a separate form for reporting a surety bond.

The following described insurance policy has been issued and is in full force and effect as set forth below:

NAME AND ADDRESS OF INSURED BUSINESS Cauber Corps PO Box 2668 Renton, WA 98056	NAME OF INSURANCE COMPANY Ohio Security Ins. Co. POLICY NUMBER BKS165632661 LIMIT OF COVERAGE COMPLETE A OR B A. BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ B. COMBINED SINGLE LIMIT (CSL) \$ 1,000,000 DEDUCTIBLE (MUST BE COMPLETED) -0- POLICY PERIOD: FROM 10-01-2015 TO 10-01-2016
NAME AND ADDRESS OF LOCAL AGENT MCM Insurance Don Bacic 1325 Fourth Avenue, Suite 2100 Seattle, WA 98101 TELEPHONE NUMBER (206) 343-8765	

EXCLUSIONS: FRIC not valid unless one of the following is checked:

- No pesticides are excluded from this policy.
- The following pesticides are excluded: _____
- Only the following pesticides are covered: Washington State Approved Only

List all aerial equipment covered by this Policy:

Aircraft Number N- _____	N- _____	N- _____
N- _____	N- _____	N- _____

Agent Declaration

I certify that I have legal authority to act for Ohio Security Ins. Co; that said company is a direct representative of the Underwriters and that said company is qualified to do business in the state of Washington, and that the insurance coverage is placed through a properly licensed agent in Washington.

It is agreed that the company will file with the Department of Agriculture WITHIN TEN DAYS copies of any and all endorsements extending, restricting, changing, cancelling or renewing the aforementioned coverage. Whenever requested by the Department, the company agrees to furnish a copy of said policy and all endorsements thereon.

Authorized Agent (please print): Don Bacic

Signature: Don Bacic Date: 9-22-15

NOTE: Fax, e-mail or mail the completed form to the Department of Agriculture (addresses above).



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

December 15, 2015

WA UBI No.	601 363 399
L&I Account ID	597,894-01
Legal Business Name	CANBER CORPORATION
Doing Business As	CANBER CORPORATION
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 3 of Year 2015 "21 to 30 Workers"
Account Representative	T0 / GARY HONC (360)902-4823 - Email: HONC235@lni.wa.gov
Licensed Contractor?	Yes
License No.	CANBEC*085MP
License Expiration	12/30/2016

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

Back to search results

If "Non-revenue" appears after Tax Registration Number, the account is not registered with the Department of Revenue. However, it may be registered with other agencies in the state.

Washington State Department of Revenue State Business Records Database Detail

TAX REGISTRATION NO : 601363399
UBI : 601363399
ENTITY NAME : CANBER CORP
BUSINESS NAME :

ACCOUNT OPENED :1/15/1992 12:00:00 AM
ACCOUNT CLOSED : OPEN

MAILING ADDRESS :
PO BOX 2668
RENTON, WA 98056-0668

BUSINESS LOCATION :
13020 LAKE KATHLEEN RD SE
RENTON, WA 98059-8729

ENTITY TYPE : CORPORATION

RESELLER PERMIT NO: A18 4201 15

NAICS CODE : 221310

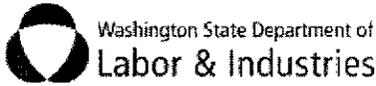
PERMIT EFFECTIVE: 1/1/2014

NAICS DEFINITION WATER SUPPLY AND
IRRIGATION SYSTEMS

PERMIT EXPIRES: 12/31/2015

FOR NON-COMMERCIAL USE ONLY

12/14/2015 2:41 PM



CANBER CORPS

Owner or tradesperson
Principals
CANDLER, JEFF D, PRESIDENT
Doing business as
CANBER CORPS

**PO BOX 2668
RENTON, WA 98056-2668
425-271-8272
KING County**

WA UBI No.
601 363 399

Business type
Corporation

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor **Active.**
Meets current requirements.

License specialties
GENERAL
License no.
CANBEC*085MP
Effective — expiration
07/17/1992— 12/30/2016

Bond
RLI Ins Co \$12,000.00
Bond account no.
LSM0415720
Received by L&I
11/29/2012
Effective date
12/14/2012
Expiration date
Until Canceled

Bond history
Insurance
Ohio Security Ins Co \$1,000,000.00
Policy no.
BKS1656328661
Received by L&I
09/22/2015
Effective date
10/01/2015
Expiration date
10/01/2016

Insurance history
Savings
No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings
Cause no
15-2-12025-5KNT **Dismissed**
Complaint filed by
TRAFFIC CONTROL SERVICES Complaint against bond(s) or savings
LSM0415720

Complaint date
05/27/2015

Complaint amount
\$4,011.75

Cause no.
10-2-26354-3KNT

Dismissed

Complaint filed by
NORTHWEST CASCADE INC

Complaint against bond(s) or savings
100035378,100107395

Complaint date
07/23/2010

Complaint amount
\$627.70

Cause no.
10-2-15971-1KNT

Dismissed

Complaint filed by
JB INSTANT LAWN INC

Complaint against bond(s) or savings
100035378,100107395

Complaint date
05/03/2010

Complaint amount
\$1,217.88

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
597,894-01

Account is current.

Doing business as

CANBER CORPORATION

Estimated workers reported

Quarter 3 of Year 2015 "21 to 30 Workers"

L&I account representative

T0 / GARY HONC (360)902-4823 - Email: HONC235@lni.wa.gov

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

SAM Search Results
List of records matching your search for :

Search Term : Canber* Corps*
Record Status: Active

No Search Results

DATE: December 16th, 2015.

TO: Dan DeWald, Natural Resources Manager

FROM: Michael Hauer, Street Tree Program Contract Administrator
Tom Kuykendall, Street Tree Program Supervisor

SUBJECT: Contract Renewal and Amendment Routing for Canber Corps 2014-2017 routine landscape maintenance Contract #1350399.001

The attached contract documents, when signed by the Parks and Community Services Natural Resources Manager, will provide regular landscape maintenance services for Main Street 140th to 156th, West lake Sammamish Parkway SE and the Sunset Elementary addition and 120th Ave NE phase one. Canber Corps has performed satisfactorily and has presented a cost-effective proposal for maintenance in 2016 and 2017 maintaining original annual costs plus the addition of new landscape beds near Sunset Elementary for 2016 and 2017.

Original contractor selection for this contract was based on proposal amount, proposed labor-hours and experience with similar sites, overall qualifications, financial standing and past performance on this and other City sites. The selection process for this contract was consistent with purchasing procedures outlined in the Purchasing Cookbook Chapter 3, Bids and Contracts concerning contracted landscape maintenance services.

The Scope of Work has changed from the previous contract;

Sunset Elementary landscape beds have been added to the West Lake Sammamish Parkway site.

It is my recommendation that the contract with Canber Corps be renewed for an additional two years for \$63,805.00. The annual cost for this two-year contract renewal is \$31,902.50 for 2016 and \$31,902.50 for 2017. This contract contains an original contingency balance for non-routine extra services of \$11,450.00 for emergency work and additional services. This contract renewal will not require Council approval. The duration of this contract will be January 1, 2014 through December 31, 2017 and the total maximum 4 year cost will not exceed \$132,532.50 which is under the Council approved amount due to not adding to the contingency at renewal.

Michael Hauer

Tom Kuykendall

1350399 Renewal Pricing Spreadsheet

Canber

Site	2013 Original Contract 1 year	2013-2014 Original Contract 2 Year	2015 Renewal 1 year	2015-2016 Renewal 2 year	% increase/decrease	4 year total
Main Street	\$ 15,146.25	\$30,292.50	\$ 15,146.25	\$ 30,292.50	0.00%	\$ 60,585.00
West lake Samammish parkway	\$ 8,585.00	\$17,170.00	\$ 8,585.00	\$ 17,170.00	0.00%	\$ 34,340.00
Sunset addition 2016	\$ -	\$0.00	\$ 3,263.75	\$ 6,527.50	#DIV/0!	\$ 6,527.50
120th Ave NE Phase 1	\$ 4,907.50	\$9,815.00	\$ 4,907.50	\$ 9,815.00	0.00%	\$ 19,630.00
Extra service		\$11,450.00		-		\$ 11,450.00
	\$28,638.75	\$88,727.50	\$31,902.50	\$63,805.00	-7.16%	\$182,532.50

Council Approval Amount **\$ 137,455.00**

Estimated total with contingency \$132,532.50

2928-RES
11/25/2013

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8659

A RESOLUTION authorizing execution of a two-year General Services Contract with Canber Corps, with the option to renew for an additional two years, for a total amount of \$137,455, for landscaping services at various street tree and arterial landscape sites.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a two-year General Services Contract with Canber Corps, with the option to renew for an additional two years, for a total amount of \$137,455, for landscaping services at various street tree and arterial landscape sites, a copy of which general services contract has been given Clerk's Receiving No. 50883.

Passed by the City Council this 2nd day of December, 2013, and signed in authentication of its passage this 2nd day of December, 2013.

(SEAL)



Conrad Lee, Mayor

Attest:



Myrna L. Basich, City Clerk

Related Contract Information:

Amendment/change order/renewal? Yes
Amendment #: 1
Amendment Effective Date: 1/1/2016
Original PO #: 1350399
Original Contract Value: \$68,727.50
Total value of Previous Change Orders: \$0.00

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
1	2016 Budget Distribut...	01/01/2016	61830.548000.7680	\$31,902.50	No	\$31,902.50
2	2017 Budget Distribut...	01/01/2017	61830.548000.7680	\$31,902.50	No	\$31,902.50
3	remaining balance of ...	01/01/2014	61599.548000.7610			

↓
\$ 68,005.00

Additional Comments:

CR# 57274 Date: 1-6-16 PO # & Loc: 1350399.001



City of Bellevue
Finance Department - Procurement Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Canber 2014-2017 Routine Streetscape maintenance
Contract Description: routine landscape maintenance services at 3 street tree and arterial sites
Total Contract Value: \$132,532.50 ✓
This Amendment Value: \$63,805.00 ✓
Department: Parks RM, Golf, NR - 540
Contract Manager: Michael Hauer
Contract Type: General Service
Contract Form: Standard COB document with no changes
Budget Expenditure: Expenditure Contract - Sufficient Funds
Maximo User: Yes

Vendor Information:

New Vendor?	No	COB License #:	41091
Vendor Name:	Canber Corps	UBI #:	601363399
JDE Vendor Number:	35005	Contractor's Lic. #:	CANBEC*085...
Independent Contractor?	Yes		

Contract Term:

Original Effective Date: 01/01/2014 **End Date:** 12/31/2017
Subject To: No Renewal

Council Approval:

Does this contract require council approval? No

Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>A. Carlson</u>	<u>12/22/15</u>	<u>12/22/15</u>
Information Technology:	Not Required		
Legal:	<u>Attide</u>	<u>12/22/15</u>	<u>12/29/15</u>
Insurance Reviewed By:	<u>A. Carlson</u>	<u>12/22/15</u>	<u>12/22/15</u>
Department Director:	<u>see contract</u>		
Procurement Services:	<u>A. Carlson</u>	<u>1/6/16</u>	<u>1/6/16</u>
Return To:	Michael Hauer		
City Clerk's Office:	<u>M. Tompew</u>	<u>1-6-16</u>	<u>1-6-16</u>

CONTRACT REVIEW CRITERIA

Dept.	PS	
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contract Routing/Approval Form and Contract have consistent information? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contract Type and template appropriate for the services performed? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is the JDE vendor name and number accurate? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does the Company have a Bellevue Business License? If not, date Tax Office was notified? <i>NA</i>
<input type="checkbox"/>	<input type="checkbox"/>	Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is this an amendment or renewal? If so, are the original contract #'s and values indicated? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Has the Selection Method been explained in Additional Comments? Are results attached? <i>RFP original</i>
<input type="checkbox"/>	<input type="checkbox"/>	If there is an ordinance/resolution/petition for this contract, are the date and # noted and a copy attached? <i>12/2/13 - 8059</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does the contractor meet requirements of the Independent Contractor Threshold question? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is Attachment "A" (Scope of Work and/or Services) attached? <i>w/ original</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is Attachment "B" (Insurance Requirements) attached? <i>w/ original</i>
<input type="checkbox"/>	<input type="checkbox"/>	Are any additional riders required? If so, which one's? <i>FRICK</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does Insurer have a Best rating of A- or better? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is the Contractor identified as the insured? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
<input type="checkbox"/>	<input type="checkbox"/>	Are the policy expiration date(s) on the Certificate of Insurance current? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have a self-insured retention? Is it above \$50,000? <i>NOK</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is the City listed as the Certificate Holder? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is the Certificate signed? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does the Contractor have an open account with the Washington State Department of Revenue? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Are the Contractor's worker's compensation premiums current? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing? <i>Y</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is the Vendor on the Federal Debarred Suspended List? <i>N</i>

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?



CONTRACT FACE SHEET

Document Type:

- Contract (checked), MOU, Interlocal Agreement, Notice of Acceptance, Retainage, Franchise Agreement, Right of Way Use Agreement, Lien, Correspondence, Collective Bargaining Agreement

Status:

- New, Amendment (checked), Change Order, Renewal, Cancellation

*Vendor Name: Canber Corps

*JDE PO Number: 1350399 . 001

*Effective Date: 01/01/2014

*Termination Date: 12/31/2017 date change

Amendment Effective Date: 01/01/2016

*Clerk's Receiving Number:

Related Receiving Number: PK

Bid/RFP/RFQ/ITQ Number:

Ordinance Number:

Resolution Number:

CIP Number:

Project Name: Canber 2014-2017 Routine Streetscape maintenance

Site Name:

Vendor Number: 35005

File Location:

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date:
Scan Date:
Index Date: