

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department:	City Project Manager:
City Project Manager E-mail:	City Project Manager Phone No:
Vendor No:	Contract No:
Description of Services:	
Amendment No. ___ modifies the (check all that apply):	
<input type="checkbox"/> Term <input type="checkbox"/> Payment Limit <input type="checkbox"/> Service Plan	
<i>Complete the Amendment History page if this Amendment is the 2nd or subsequent amendment.</i>	

The parties to this Contract Amendment do mutually agree and promise as follows:

- Parties. The parties to this Contract Amendment are the City of Richmond, a public body corporate and politic, and the following named Contractor:

Contractor Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

- A California: corporation, limited liability corporation, general partnership,
 limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____
 other [specify:] _____

- Purpose. This Contract Amendment is being entered into to amend the following Contract between City and Contractor (list terms in effect on the date of initial Contract approval):

City Council Approval Date/City Manager Execution Date: _____

Effective Date: _____; Termination Date: _____

Payment Limit: _____.

- [check box if applicable]** The Contract was previously amended, as described in the amendment history attached to this Contract Amendment, and the terms and conditions of any amendments shall be deemed to be a part of the Contract.

- Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Contract, including any amendments thereto, which are unaffected by this Contract Amendment, and which shall remain in full force and effect.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Contract.
5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.
6. Insurance Coverage Updated and Maintained. Pursuant to the Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.
7. Authority; Counterparts; Signatures. Each of the signatories hereto represents and warrants that he or she has the authority to execute this Contract Amendment for the Party on whose behalf he or she is executing this Contract Amendment. This Contract Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties may rely on electronic or scanned signatures as originals. Delivery of an executed signature page of this Contract Amendment by electronic format (including pdf) shall be the same as delivery of an original executed signature page.

CITY OF RICHMOND,
a municipal corporation

By: _____

Title: _____

Date Signed: _____

I hereby certify that this Amendment has been approved by the City Council or executed by the City Manager.

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

[CONTRACTOR NAME]

(*If applicable, the Corporation Chairperson of the Board, President, or Vice-President should sign below.)

By: _____

Title: _____

Date Signed: _____

(*If applicable, the Corporation Chief Financial Officer or Assistant Treasurer, or Secretary or Assistant Secretary should sign below.)

By: _____

Title: _____

*(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer or Assistant Treasurer, or Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.)

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

If no prior amendments, skip to next page.

The **first** Contract Amendment was approved by City Council or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____
- Term Amendment (insert new termination date): _____
- Service Plan

The **second** Contract Amendment was approved by City Council or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____
- Term Amendment (insert new termination date): _____
- Service Plan

The **sixth** Contract Amendment was approved by City Council or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____
- Term Amendment (insert new termination date): _____
- Service Plan

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND/OR SERVICE PLAN)

Check all that apply:

TERM

Paragraph 2 (Term) of the Contract is hereby amended to extend the Contract term. Paragraph 2 of the Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

_____.
(Insert Contract Effective Date)

and it terminates

_____.
(Insert new Contract termination date)

unless sooner terminated as provided herein."

PAYMENT
LIMIT

Paragraph 3 (Payment Limit) of the Contract is hereby amended to increase the payment limit by \$_____. Paragraph 3 of the Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$_____ including expenses."

"The City shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Council or executed by the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

SERVICE
PLAN

The Service Plan (Exhibit A) of the Contract is hereby amended to include the following tasks and/or services:

(Insert description of additional tasks/services. Use additional pages if necessary.)

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2025

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 (HD) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596 License#: 0564249 LANDECO-02	CONTACT NAME: Melanie Markwood PHONE (A/C No. Ext): 925-934-8500 E-MAIL ADDRESS: melaniema@heffins.com	FAX (A/C, No): 925-934-8278	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Land Econ Group LLC One Sansome Street, Suite 3500 San Francisco CA 94104	INSURER A : Aspen American Insurance Company		43460
	INSURER B : Hartford Underwriters Insurance Company		30104
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1372787717

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57 SBA BE9C5W	10/11/2024	10/11/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input 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			57 SBA BE9C5W	10/11/2024	10/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AAAE100693-06	4/30/2025	4/30/2026	Limit per Claim 2,000,000 Aggregate Limit 2,000,000

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

The City of Richmond, its officers, officials, employees, agents and volunteers are included as an additional insured and primary with respects to the General Liability Policy per the attached endorsements, if required. Waiver of Subrogation is included on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**

City of Richmond
 450 Civic Center Plaza
 Richmond CA 94804

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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Policy Change: Business Owner's Policy

Policy Number: 57 SBA BE9C5W

Policy Period: 10/11/2024 to 10/11/2025

Named Insured and Mailing Address:
LAND ECON GROUP,
ONE SANSOME STREET SUITE 3500,
SAN FRANCISCO, CA 94104

Policy Change Number: 001

Policy Change Effective Date: 05/02/2025,
Effective hour is the same as stated in the
Declarations Page of the Policy.

Insurer:

Hartford Underwriters Insurance Company, a
property and casualty company of The
Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:

HEFFERNAN INSURANCE BROKERS
PO BOX 5608
WALNUT CREEK, CA 94596

Code: 57102216

Coverage Parts Affected:

Property
Liability
Common

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is an additional
premium in the amount of:

\$11

*Price is subject to fees and surcharges

Countersigned by:

Susan S. Castaneda

05/07/2025

Authorized Representative

Date



Policy Change: Business Owner's Policy

The following Additional Insured has been added as an Additional Insured - Owners, Lessees or Contractors - Completed Operations.

Name of Additional Insured(s) Person or Organization:	Location:	Description of Completed Operations:
City of Richmond , 450 CIVIC CENTER PLAZA, RICHMOND, CA 94804	450 Civic Center Plaza, Richmond, CA 94804	Professional Services

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common
SL 30 36 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS	Liability

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SL 30 03 10 18	WAIVER OF SUBROGATION	Liability
SP 30 29 10 18	ELECTRONIC DATA	Property
SP 30 30 10 18	INTERRUPTION OF COMPUTER OPERATIONS	Property

Premium associated with this Policy Change has pro rata factor 0.443.



ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions:**

Electronic Data

- (1) We will pay for the cost to replace or restore your "electronic data" or "electronic data" of others which is in your care, custody or control which has been destroyed or corrupted, or access to such "electronic data" has been prevented, by a:
 - (a) Covered Cause of Loss; or
 - (b) "Computer" virus, malware, harmful code or similar instruction introduced into or enacted on a "computer" system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.
- (2) **Valuation**
 - (a) Loss or damage to "electronic data" will be valued at the actual, reasonable and necessary costs you incur to restore or replace the "electronic data". But we will not pay the cost or expenses you incur to:
 - (i) Identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain or improve any "computer" or computer system;
 - (ii) Update, replace, restore or improve any "electronic data" to a level beyond the condition in which it existed immediately preceding the loss or damage; or
 - (iii) Duplicate research that led to the development of your "electronic data" or any proprietary or confidential information or intellectual property in any form.
 - (b) To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.
 - (c) If you recover from a licensor, lessor or any other party for loss or damage to "electronic data", our loss payment to you will be reduced by the amount of such recovery.
- (3) Paragraph **1.j.**, **Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer(s)"**, of Section **B.**, **EXCLUSIONS**, does not apply to the coverage provided in Paragraph **(1)(b)** of this Coverage Extension.
- (4) We will not pay for:
 - (a) Loss or damage caused by or resulting from manipulation of a "computer" system (including "electronic data") by any "employee", including a temporary or leased "employee", or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system;
 - (b) Loss or damage caused by theft, observation, publication, unauthorized access to or loss of confidentially of your "electronic data" or "electronic data" of others in your care, custody or control.
- (5) This Coverage Extension does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (6) The most we will pay for all occurrences in any one "policy year" under this Coverage Extension is the Limit of Insurance shown in the Declarations for Electronic Data.

If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that "policy year". With respect to an occurrence which begins in one "policy year" and continues or results in additional loss or damage in a subsequent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



“policy year(s)”, all loss or damage is deemed to be sustained in the “policy year” in which the occurrence began.

B. The following definition is added to Section **G.**, **PROPERTY DEFINITIONS**:

“Policy year” means the period of time that:

- a.** Begins with the inception or anniversary date of this Coverage Part; and
- b.** Ends at the expiration or at the next anniversary date of this Coverage Part.



INTERRUPTION OF COMPUTER OPERATIONS

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Paragraph **A.6.**, **Coverage Extensions:**

Interruption Of Computer Operations

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur during the "computer operations period of restoration" due to a suspension of your "computer operations" caused by destruction or corruption of, or inability to access, retrieve, or process your "electronic data" or "electronic data" of others in your care, custody or control due to a:
 - (a) Covered Cause of Loss; or
 - (b) "Computer" virus, malware, harmful code or similar instruction introduced into or enacted on your "computer" system (including "electronic data") or connected network, or a "computer" system or connected network of others in your care, custody or control, designed to damage or destroy such systems or disrupt their normal operation.
- (2) Business Income means the:
 - (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if "computer operations" had not been interrupted, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
 - (b) Continuing normal operating expenses incurred, including payroll expenses.
- (3) Payroll expenses include:
 - (a) Payroll;
 - (b) Employee benefits; if directly related to payroll;
 - (c) FICA payments you pay;
 - (d) Union dues you pay; and
 - (e) Workers' compensation premiums.
- (4) Extra Expense means expense incurred:
 - (a) To avoid or minimize the interruption of business and to continue "computer operations"; or
 - (b) To minimize the interruption of business if you cannot continue "computer" operations"; or to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.
- (5) Extra Expense does not apply to:
 - (a) Any deficiencies in insuring Building or Business Personal Property; or
 - (b) Any expense related to any recall of products you manufacture, handle or distribute.
- (6) With respect to the coverage provided in this Coverage Extension, suspension means the partial slowdown or complete cessation of your "computer operations".
- (7) We will deduct from the total Extra Expense to be paid:
 - (a) The salvage value that remains of any property bought for temporary use during the "computer operations period of restoration", once "computer operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance.



- (8)** You must resume all or part of your “computer operations” as quickly as possible. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume “computer operations”, in whole, or in part, by using any other available means to continue your “computer operations”.
- (9)** We will not pay for any loss of Business Income or incurred Extra Expense related to:
 - (a)** An interruption related to manipulation of a “computer” system (including “electronic data”) by any “employee”, including a temporary or leased “employee”, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
 - (b)** Theft, observation, publication, unauthorized access to or loss of confidentially of your “electronic data” or “electronic data” of others in your care, custody or control.
 - (c)** Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the interruption of “computer operations”, we will cover such loss that affects your Business Income during the “computer operations period of restoration”.
 - (d)** Any other consequential loss.
- (10)** Paragraph 1.j., **Electronic Vandalism or Corruption of “Electronic Data” or Corruption of “Computer(s)”**, of Section B., **EXCLUSIONS**, does not apply to the coverage provided in Paragraph **(1)(b)** of this Coverage Extension.
- (11)** This Coverage Extension does not apply when the suspension of your “computer operations” involves only “electronic data” which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (12)** A waiting period may apply; however, no other deductible applies to this Coverage Extension.
- (13)** The most we will pay for all occurrences in any one “policy year” under this Coverage Extension is the Limit of Insurance shown in the Declarations for Interruption Of Computer Operations.
If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that “policy year”. With respect to an occurrence which begins in one “policy year” and continues or results in additional loss or damage in a subsequent “policy year(s)”, all loss or damage is deemed to be sustained in the “policy year” in which the occurrence began.

B. The following changes are made to Section G., PROPERTY DEFINITIONS:

- 1. The following definition is added:
“Computer operations” means the use of your “computer” or “computers” or others in your care, custody or control that enables you to conduct your business activities whether such “computer” is located at or away from the “scheduled premises”.
- 2. The following definition is added:
“Computer operations period of restoration” means:
 - a.** The period of time that:
 - (1)** Begins:
 - (a)** The number of hours stated in the Declarations after the destruction or corruption of “electronic data” for Business Income Coverage; or
 - (b)** Immediately upon (or after) the destruction or corruption of “electronic data” for Extra Expense Coverage;
 - and;
 - (2)** Ends on the earlier of:
 - (a)** The date when the “electronic data” should be replaced or restored with reasonable speed and similar quality; or
 - (b)** The exhaustion of the number of consecutive months as shown in the Declarations.

The expiration date of this Policy will not cut short the “computer operations period of restoration”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



3. The following definition is added:
"Policy year" means the period of time that:
 - a. Begins with the inception or anniversary date of this Coverage Part; and
 - b. Ends at the expiration or at the next anniversary date of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- a.** Any person or organization shown in the Declarations, or
- b.** Any person or organization with whom you have a contract that requires such waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

POLICY NUMBER: 57 SBA BE9C5W

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **C. WHO IS AN INSURED:**

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

- a.** The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in the "products-completed operations hazard".
- b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to "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, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;
 - (2)** Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
 - (3)** Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
 - (4)** Monitoring, sampling, or testing service necessary to perform any of the services included in **(1)**, **(2)** or **(3)** above;
 - (5)** Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in **(1)**, **(2)** or **(3)** above;
- c.** The insurance afforded to these additional insureds only applies to the extent permitted by law.
- d.** If coverage provided to these additional insureds is required by a written contract, agreement or written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement or permit to provide for these additional insureds.