

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)
J&S Striping Company, Inc.**

Annual Traffic Striping Maintenance Program Project No. Z10004

This Amendment No. 2 to Agreement for Contractor Services ("Amendment No. 2") is made and entered into as of June 13, 2017 by and between the City of Lake Elsinore, a municipal corporation ("City"), and J&S Striping Company, Inc., a California corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of August 11, 2015 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount not to exceed One Hundred Seventy Five Thousand dollars (\$175,000) for Fiscal Year 2015/2016.

C. The term of the Original Agreement was for seven (7) months and allows the City to extend the term on a 12-month basis, not to exceed three (3) additional 12 month renewals.

D. Amendment No. 1 dated July 1, 2016 extended the agreement a further 12-month term for Fiscal Year 2016/2017.

E. The parties now desire to extend the term for such services as set forth in this Amendment No 2.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 2, subpart C, Term, of the Original Agreement is hereby amended to add the following:

Unless earlier terminated as provided elsewhere in the Original Agreement, this Amendment No. 2 shall continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2017 and ending on June 30, 2018. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed one (1) additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

2. Section 3, Compensation, is hereby amended to add the following:

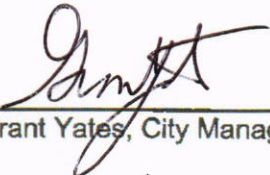
In no event shall Contractor's compensation exceed One Hundred Seventy-Five Thousand Dollars (\$175,000) for Fiscal Year 2017/2018 without additional written authorization from the City.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

"CITY"


CITY OF LAKE ELSINORE, a municipal corporation


Grant Yates, City Manager

Date: 7/24/17

"CONTRACTOR"

J&S STRIPING COMPANY, INC., a California corporation

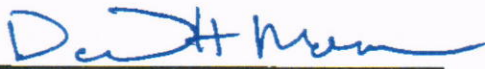

By: ROBERT ARAGON
Its: PRESIDENT

Date: 7-7-17

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2017

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 Patriot Risk & Insurance Services 100 Spectrum Center Drive, Suite #400 Irvine, CA 92618 www.patrisk.com INSURED J & S Striping, Inc. 1544 S. Vineyard Avenue Ontario CA 91761	CONTACT NAME: PHONE (A/C, No. Ext): (949) 486-7900 FAX (A/C, No): (949) 486-7950 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
OK07568	NAIC # 16535

COVERAGES**CERTIFICATE NUMBER:** 36617543**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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLO027665500	3/29/2017	3/29/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAP027665600	3/29/2017	3/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist comb \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			AUC027667100	3/29/2017	3/29/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	WC027665700	3/29/2017	3/29/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Job #Z10004 Amendment No. 2 / JSJN #4033-S, Annual Traffic Striping Maintenance Program / Lake Elsinore, CA
City of Lake Elsinore, its elected or appointed officers, officials, employees, agents and volunteers are named as Additional Insured, includes Primary and Non-contributory respects to General Liability and Auto Liability per endorsement attached where required by written contract. Waiver of subrogation applies to GL, Auto and Workers' Compensation per attached endorsements. 30 days notice of cancellation, 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Lake Elsinore
130 S. Main Street
Lake Elsinore CA 92530

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

Leonard E. Ziminsky

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ACORD 25 (2016/03)

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Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO027665500	3/29/2017	3/29/2018				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: J & S Striping, Inc.

Address (including ZIP Code):

1544 S. Vineyard Avenue
Ontario CA 91761

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

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

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. 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 Declarations.

All other terms and conditions of this policy remain unchanged.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP027665600	3/29/2017	3/29/2018	7/10/2017			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **a.** and **b.** above.
- d. Any person(s) or organization(s) where required by written contract or written agreement executed prior to any "accident" provided the "accident" arises out of operations contemplated by such contract or agreement.

2. The following is added to the **Other Insurance** Provision in the **Conditions** Section:

Coverage for any person(s) or organization(s) where required by written contract or written agreement executed prior to any "accident" will apply on a primary basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the coverage form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (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.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the coverage form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

The following is added to Paragraph A.2. of the **Physical Damage Coverage** Section:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Loss Of Use Expenses** Provision of the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and

- (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form do not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form do not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or coverage form and by another policy or coverage form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or coverage form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or coverage form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this coverage form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this coverage form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this coverage form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph (5)(a) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (a) A covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less; and

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

All other terms and conditions of this policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

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

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

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

WHERE REQUIRED BY WRITTEN CONTRACT

Job Description

WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement is executed by the

Premium \$

Effective Date 3/29/2017

Expiration Date 3/29/2018

For attachment to Policy No. WC027665700

WC 04 03 06
ED: 4/1984

Page 1 of 1

CITY OF LAKE ELSINORE

PROPOSAL - SCHEDULE

PROJECT NO. Z10004
ANNUAL TRAFFIC STRIPING MAINTENANCE PROGRAM
FY 15/16

PROPOSER: J&S STRIPING COMPANY, INC
 (Contractor Name)

PROPOSAL ITEMS AS FOLLOWS:

ITEM NO.	CODE	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	S	4" Center Line Yellow Caltrans Std Detail 1, 4" Center Line White Caltrans Std Detail 8	97,000	L.F.	0.05	4,850 ⁰⁰
2	S	4" Solid Line White Caltrans Std Detail 27B, 4" Solid Line Yellow Caltrans Std Detail 24	18,000 103,000	L.F.	0.06	6,180 ⁰⁰
3	S	No Passing Zone - Two direction (No RPM) Caltrans Std Detail 21	130,000	L.F.	0.14	18,200 ⁰⁰
4	S	No Passing Zone - Two direction with RPM Caltrans Std Detail 22	10,000	L.F.	0.29	2,900 ⁰⁰
5	S	Bike Lane Line 6" Solid Line Caltrans Std Detail 39	28,000	L.F.	0.11	3,080 ⁰⁰
6	S	8" Solid Line Caltrans STD Detail 38A	20,000	L.F.	0.13	2,600 ⁰⁰
7	S	8" Solid Line with RPM Caltrans STD 38	4,000	L.F.	0.23	920 ⁰⁰
8		Thermoplastic 12" Solid Line, White or Yellow Crosswalk and Limit Line Caltrans STD Detail A24E	32,000	L.F.	2 ²⁵	72,000 ⁰⁰
9		4" Solid line w/ skip Yellow per Caltrans STD Detail 15	15,000	L.F.	0.12	1,800 ⁰⁰
10		4" Solid line w/ skip Yellow and RPM Caltrans STD Detail 16	5,000	L.F.	0.23	1,150 ⁰⁰
11		Thermoplastic Pavement Marking Words Caltrans STD A24D, A24E	15,000	S.F.	2 ⁸⁵	42,750 ⁰⁰
12		Thermoplastic Pavement Marking Symbols and Numerals Caltrans STD A24C	75,000 5,000	S.F.	2 ⁸⁵	14,250 ⁰⁰
13		Thermoplastic Pavement Marking Arrows Caltrans STD A24A, A24B	25,000	S.F.	2 ⁸⁵	71,250 ⁰⁰
TOTAL FOR ITEMS (Based on estimated quantities of items 1 through 13)						\$ 241,930 ⁰⁰

CITY OF LAKE ELSINORE

PROPOSAL - SCHEDULE

PROJECT NO. Z10004

**ANNUAL TRAFFIC STRIPING MAINTENANCE PROGRAM
FY 15/16**

**PROPOSER: J&S STRIPING COMPANY, INC
(Contractor Name)**

NOTE:

- a. The lowest responsible Proposer will be determined by comparing the cumulative total of all items (PCC 20103.8 b).
- b. The City has the discretion to select any or all items for the Award of the Contract.
- c. The City reserves the right to add or subtract items by Contract Change Order at the prices proposed.

Estimated quantities are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed.

The line item cost include, but not be limited to, sales tax and all other applicable taxes and fees.

Codes:

(D) Deduct
(F) Final Pay Quantities
(S) Specialty Item

Units of Measurement:

LF lineal foot
SF square foot

Total amount in WORDS for Items only (Based in Estimated Quantities of Items 1 through 13:

Two Hundred Forty One Thousand Nine Hundred Thirty \$ ^{no}/₁₀₀



ADDENDUM NO. 2
REQUEST FOR PROPOSALS
ANNUAL TRAFFIC STRIPING MAINTENANCE PROGRAM
JULY 9, 2015

Q1: Is there a Bid Bond Required?

A1: NO

Q2: If this is a maintenance/re-stripe contract, will one (1) or two (2) coats of paint be Required?

A2: a) REPAINTING OF EXSISTING LINES OR MARKINGS WILL ONLY REQUIRE ONE (1) COAT OF PAINT

b) PAINTING OF NEW LINES AND/OR MARKINGS WILL REQUIRE TWO (2) COATS OF PAINT

Q3: I have found that the contract mentions layout, removals and curb markings but I Do not see line items for them. Should there be line items?

A3: YES THERE SHOULD BE ADDITIONAL LINES ITEMS

14	LAYOUT OF MARKINGS	PER HOUR	260 ⁰⁰	260 ⁰⁰
15	CURB PAINTING/MARKING (1 COAT)	L.F.	125	125
16	REMOVAL OF PAINTED STRIPING	L.F.	0.27	0.27
17	REMOVAL OF THERMOPLASTIC STRIPING	L.F.	0.27	0.27
18	REMOVAL OF PAINTED MARKINGS	S.F.	0.82	0.82
19	REMOVAL OF THERMOPLASTIC MARKINGS	S.F.	0.82	0.82

Q4: Is there an exception to the required rapid set epoxy adhesive for the pavement Markers, such as hot melt bituminous adhesive?

A4: YES, PROVIDED THE MATERIAL USED IS THE SAME AS or EQUIVALENT TO THE STATED RAPID SET EPOXY ADHESIVE

Q6: Line Item 2 seems low, is it accurate?

A6: NO, THE ESTIMATED QUANTITY SHOULD BE CLOSER TO 103,000 L.F.

Q7: Line Item 12 seems like a high number of symbols and number markings, is it an Accurate number?

A7: NO, THE ESTIMATED QUANTITY SHOULD BE CLOSER TO 5,000 S.F.

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: J & S STRIPING COMPANY INC

Business Location: 1544 S VINEYARD AVE
ONTARIO, CA 91761-7756

Owner Name(s): ROBERT ARAGON

J & S STRIPING COMPANY INC
1544 S VINEYARD AVE
ONTARIO, CA 91761-7756

CITY OF LAKE ELSINORE

Administrative Services - Licensing

130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 022371

Business Type: P/H IMPROVEMENT CONTRACTOR

Description: PARKING & HIGHWAY IMPROVEMENT

Issue Date: 9/1/2016

Expiration Date: 8/31/2017

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE