RESOLUTION

No. 14-667

Date of Adoption NOV 2 5 2014

Approved as to Form and Legality

DAVID L. MICHELLO, ESQ., CITY ATTORNEY

Factually content certified by

JACQUELINE KOUHNE, P. E., DIRECTOR, DEPARTMENT OF PUBLIC WORKS

Councilman /woman presents the following Resolution:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO KENNEDY CULVERT AND SUPPLY, COMPANY, 112 W. ATLANTIC AVENUE, P.O. BOX 706, CLEMENTON, NEW JERSEY 08021 TO FURNISH AND DELIVER WATER MAIN AND ACCESSORIES FOR TRENTON WATER WORKS IN AN AMOUNT NOT TO EXCEED $56,305.00 - BID2014-50

WHEREAS, three (3) sealed bids were received on August 7, 2014 to furnish and deliver water main and accessories for the Department of Public Works, Trenton Water Utility; and

WHEREAS, the bid of Kennedy Culvert and Supply, Company, 112 W. Atlantic Avenue, P.O. Box 706, Clementon, New Jersey 08021 in an amount not to exceed $56,305.00 for a period of one year made pursuant to advertisement, be and is now hereby accepted and legally was deemed the lowest bidder complying with the terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed $56,305.00 have been certified to be available in account 5-05- 55-5500-835-011 contingent upon the approval of the 2015 temporary and final budget.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Kennedy Culvert and Supply, Company, 112 W. Atlantic Avenue, P.O. Box 706, Clementon, New Jersey 08021 for the said purposes in the manner prescribed by law.

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<th>Aye</th>
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<th>Aye</th>
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<td>REYNOLDS JACKSON</td>
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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on NOV 2 5 2014

President of Council

City Clerk
CITY OF TRENTON
DEPARTMENT OF FINANCE

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Janet Schoenhaar, Chief Financial Officer of the City of Trenton, do hereby certify, to the best of my knowledge and belief, that there are now adequate funds to contract with:

Vendor Name: Kennedy Culvert & Supply
Address: 1112 W. Atlantic Avenue-P.O Box 706
City/State/Zip: Clementon, New Jersey 08021
Purpose: Furnish and Deliver Water Main & Accessories
Fund: Operating
Account Number: 5-05- -55-5500-835-011
Vendor ID: KENNE010
Requisition Number: R4-06779
Amount not to exceed: $56,305.00

[Signature]
Chief Financial Officer

10/30/14
Date
CITY OF TRENTON, NEW JERSEY

BID 2014-50
RESOLUTION NO. 14-667

This Agreement, entered into this 25TH Day of NOVEMBER between the City of Trenton, a municipal corporation of the State of New Jersey, (319 EAST STATE STREET), 08608 and KENNEDY CULVERT AND SUPPLY COMPANY, 112 W. ATLANTIC AVENUE, P.O. BOX 706, CLEMENTON, NEW JERSEY 08021 (Contractor”), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services described below for a period of one year in an amount not to exceed $56,305.00.

NOW, THEREFORE, in consideration of the premises and of the payment by the City to Contractor.

FIRST, Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO KENNEDY CULVERT AND SUPPLY COMPANY, 112 W. ATLANTIC AVENUE, P.O. BOX 706, CLEMENTON, NEW JERSEY 08021 TO FURNISH AND DELIVER WATER MAIN AND ACCESSORIES FOR TRENTON WATER WORKS IN AN AMOUNT NOT TO EXCEED $56,305.00 FOR THE CITY OF TRENTON,
DEPARTMENT OF PUBLIC WORKS, TRENTON WATER WORKS

RESOLUTION NO. 14-667

in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed $2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.
office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3)(a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3)(a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3)(a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1)(a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1)(b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1)(c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1)(d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereof, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35)(a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made
available by public entities, and the rules and regulations promulgated pursuant thereto, are made a
part of this contract. The contractor agrees to conduct all activities in compliance with the
provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age
 Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S.
Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with
nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the
City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise
caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:  
City Clerk

Eric E. Jackson, Mayor

KENNEDY CULVERT AND SUPPLY COMPANY, 112 W. ATLANTIC AVENUE, P.O. BOX 706,
CLEMENTON, NEW JERSEY 08021

Attest:  
Secretary

Denise Poller

Robert A. Kennedy, Jr.

President

Ass't Secretary
# Certificate of Liability Insurance

**Certificate Date:** 01/12/15

**Insured:** Kennedy Culvert & Supply Co.
8000 Midland Drive Suite 200
Mt Laurel, NJ 08054

**Producers:**
Brown & Brown of the LV
3001 Emrick Blvd, Suite 120
Bethlehem, PA 18020

Barbara L. Corle
610-974-9490
610-974-9791

- **Barbara L. Corle**
  - Phone: 610-974-9490
  - Fax: 610-974-9791

**Coverages**

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tr>
<td><strong>General Liability</strong></td>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>$1,000,000</td>
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<tr>
<td>OCCUR</td>
<td>$300,000</td>
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<tr>
<td>CLAIMS-MADE</td>
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<tr>
<td><strong>Automobile Liability</strong></td>
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<tr>
<td>ANY AUTO</td>
<td>$1,000,000</td>
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<tr>
<td>OCCUR</td>
<td></td>
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<tr>
<td>CLAIMS-MADE</td>
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**Description of Operations / Locations / Vehicles**

Certificate holder is additional insured as per form #00GL0733000712 on the general liability and form #00CA0136000712 on the auto liability if required by written contract.

**Certificate Holder**

City of Trenton
319 East State Street
Trenton, NJ 08608

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

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The ACORD name and logo are registered marks of ACORD.
C) LEGAL LIABILITY EXTENSION – FIRE, LIGHTNING, EXPLOSION, SMOKE, AND LEAKS FROM SPRINKLERS

1. The last paragraph of Section I – Coverages A – 2. Exclusions, is deleted and replaced by the following:
   Exclusions c. through n. does not apply to:
   a. damage by fire, lightning, explosion, smoke or leaks from automatic fire protective systems; and
   b. damage caused by a resident;
   to premises rented to you or temporarily occupied by you with the permission of the owner.

2. Paragraph 6. of Section III – Limits of Insurance is deleted and replaced by the following:
   6. Subject to 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":
      a. resulting from fire, lightning, explosion, smoke or leaks from automatic fire protective
         systems, or any combination thereof; and
      b. caused by a resident;
      to premises, rented to you or temporarily occupied by you with the permission of the owner.
      Damage To Premises Rented To You Limit is the greater of:
      a. $500,000 for damages due to fire, lightning, explosion, smoke or leaks from automatic fire
         protective systems, or any combination thereof; or
      b. The Damage To Premises Rented To You Limit shown in the Declarations.

D) WHO IS AN INSURED
Paragraph 2. of Section II – Who Is An Insured is deleted and replaced by the following:

2. Each of the following is also an insured, but only while working within the scope of their duties
   for the insured:
   (a) "Employees";
   (b) "Volunteer Workers";
   (c) Independent Contractors

   However, no "employees", "volunteer workers" or independent contractors are insured’s for:

(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 an 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.

(2) "Property damage" to property:
   (a) Owned, occupied or used by,
   (b) Rented to, in the care, custody or control of, or over which physical control is being
       exercised for any purpose by you, any of your "employees", "volunteer workers", any
       partner or member (if you are a partnership or joint venture), or any member (if you are a
       limited liability company).

   b. Medical directors and administrators, including professional persons;
   c. If you are an organization other than a partnership or joint venture, your managers and
      supervisors are also insured’s;
shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

2) Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "Occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED OR VIDEOTAPED PUBLICATION

1) The definition of “Personal and Advertising Injury” items 14. (d), (e), (f) and (g) are changed to read:
   "Personal and Advertising Injury” means injury arising out of one or more of the following offenses:
   a) Oral, written, televised, or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
   b) Oral, written, televised, or videotaped publication of material that violates a person's right of privacy;
   c) Misappropriation of advertising ideas or style of doing business; or
   d) Infringement of copyright, title, or slogan.

2) Exclusions a. (2) and a. (3) of Coverage B., Personal and Advertising Injury Liability, are changed to read:
   a) (2) Arising out of oral, written, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
   b) (3) Arising out of oral, written, televised, or videotaped publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of “bodily injury” is changed to read:
   "Bodily Injury":
   a) Bodily injury, sickness, or disease sustained by a person, and includes mental anguish resulting from any of these; and
   b) Except for mental anguish, includes death resulting from the foregoing (item above) at any time.

H) UNINTENTIONAL FAILURE TO DISCLOSURE HAZARDS

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the revision is effective in your state.

J) EXTENDED “PROPERTY DAMAGE”

SECTION I – Coverages, Coverage A, 2. Exclusions a. is deleted and replaced by the following:

1) Expected or Intended Injury;
   "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

Exclusion j. of the General Liability exclusions is amended as follows:
Paragraph (2) is replaced by the following:
(2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have
4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION
SECTION III – Limits of Insurance, paragraph 2. is amended to the following:
The General Aggregate Limit is the most we will pay for the sum of:
1) Medical expenses under Coverage C;
2) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
3) Damages under Coverage B.
A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V – DEFINITIONS, is amended by adding the following:
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS
1) This insurance applies to "Bodily Injury," "Property Damage," and "Personal and Advertising Injury" arising out of all your special events WITH THE FOLLOWING EXCEPTIONS:
   a) Parades
   b) Aircraft
   c) Motorcycle runs and automobile rallies
   d) Fireworks
   e) Firearms
   f) Animals
   g) Carnivals and fairs with mechanical rides
   h) Concerts
   i) Events including contact sports
   j) Rodeos
   k) Political rallies
   l) Any event lasting more than three (3) days (including otherwise acceptable events)
   m) Any event with greater than 500 people in attendance (including otherwise acceptable events)

Separate coverage may be available at the company's discretion for the events excluded above. Possible additional charges may apply if coverage is provided.

Q) NON-OWNED WATERCRAFT
SECTION I – Coverages. 2. Exclusions, paragraph g.(2) is amended to read as follows:
1) A watercraft you do not own that is:
   a) Less than 65 feet long, and
   b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.
This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) WAIVER OF SUBROGATION
We will waive our right of subrogation in the event of a loss. We must be advised, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets the underwriting criteria it will be done at no additional charge.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO BUSINESS AUTO ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverage's, consult the policy contract wording.

A) Temporary Substitute Vehicle Physical Damage
B) Broadened definition of Who is an Insured
C) Coverage Extensions – Increased Supplementary Payments – Bail bonds increased to $3,000 / Loss of Earnings increased to $500 each day
D) Fellow Employee Coverage
E) Audio, Visual, and Data Electronic Equipment Coverage Extension
F) Expanded Towing Coverage
G) Expanded Transportation Expense
H) Extra Expense – Stolen Autos
I) Hired Auto Physical Damage Coverage
J) Accidental Airbag Discharge
K) Loan/Lease Gap Coverage
L) Personal Effects Coverage
M) Rental Reimbursement Coverage
N) Fire Extinguisher Recharge
O) Waiver of Deductible – Glass
P) Fuel in Vehicle Coverage
Q) Blanket Waiver of Subrogation
R) Unintentional Errors or Omissions
S) Amended definition of Bodily Injury to include mental anguish

A) TEMPORARY SUBSTITUTE VEHICLE PHYSICAL DAMAGE

The following is added to item C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any auto you do not own while used with permission of its owner as a temporary substitute for a covered auto you own that is out of service because of its breakdown, repair, servicing, loss or destruction is a covered auto for Physical Damage Coverage.

B) WHO IS AN INSURED

The following is added to item A.1. Coverage - WHO IS AN INSURED under Section II – Liability Coverage:
D) FELLOW EMPLOYEE COVERAGE

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

E) AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

F) EXPANDED TOWING COVERAGE

In addition to the towing and labor limit shown in the Declarations for private passenger type or light truck type "autos," we will pay up to $75 for towing and labor costs incurred each time the covered auto is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an auto covered on this policy for other physical damage coverage.

G) EXPANDED TRANSPORTATION EXPENSE

Coverage Extensions - Transportation Expenses is deleted and replaced by the following:

We will pay up to $60 per day to a maximum of $1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger or light truck type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss.

H) EXTRA EXPENSE - STOLEN AUTOS

We will pay up to $1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

I) HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser 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 actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

   a) The operational safety of the vehicle might otherwise be impaired;
amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

   b) The number of days shown in the Schedule.

3. This coverage applies only to a covered "auto" for which there is Comprehensive, Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."

4. Our payment is limited to the lesser of the following amounts:

   a) Necessary and actual expenses incurred.

   b) $75 for any one day or for a maximum of 30 days.

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

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

7. This coverage only applied to private passenger or light truck type "autos".

N) FIRE EXTINGUISHER RECHARGE

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered auto that are intentionally discharged in an attempt to extinguish a fire.

O) WAIVER OF DEDUCTIBLE - GLASS

Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

P) FUEL IN VEHICLE COVERAGE

We will also pay, with respect to a covered loss, the actual loss sustained for the loss to the fuel used to operate your vehicle, but only with respect to a covered auto. You must provide documentation supporting your claim for damages.

Q) BLANKET WAIVER OF SUBROGATION

Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following: