

33864

AGREEMENT FOR COMPLIANCE MANAGEMENT SERVICES
Between
City of Long Beach Gas and Oil Department
And
VeriForce, LLC

This agreement (hereinafter "Agreement") is by and between VeriForce, LLC, (hereinafter "Contractor") whose address is 19221 I-45 South, Suite 200, Shenandoah, TX 77385 and The City of Long Beach Gas and Oil Department with their principal corporate office located at 2400 East Spring Street, Long Beach California, 90806.

PURPOSE AND SCOPE

LBGO hereby retains Contractor for compliance management services. Such services are defined, and rates identified in Exhibit A: Scope of Services/Fee Schedule. Applicable services will be conducted and/or performed in accordance with contractor-defined procedures, which shall be made available to LBGO. The parties may add or amend any services not set forth by mutual agreement.

TERM

The effective date of this agreement is 04/21/2015 and shall continue in full force and effect until terminated by either party in its sole discretion without cause upon sixty (60) days written notice.

INDEPENDENT CONTRACTOR STATUS

In performing its duties and responsibilities Contractor shall act as and be an independent contractor and not an employee, agent or servant of LBGO. The employees of Contractor involved in performing Contractor's duties and responsibilities shall remain employees of Contractor, and shall not be deemed to be employees of LBGO. Contractor shall be an "Independent Contractor" at all times during the term of this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes including Federal, state, local and employment taxes arising out of Contractor's activities in accordance with this Agreement.

PAYMENT

LBGO shall pay and Contractor shall accept as full and complete compensation for the performance of the work the prices and sums enumerated in Exhibit "A" and in accordance with the terms and conditions set forth herein. LBGO agrees that the prepaid annual fee is non-refundable. LBGO shall pay Contractor's invoices within thirty (30) days of the invoice date. All rates specified in this Agreement are guaranteed to remain as set forth in the Agreement unless mutually agreed upon by the parties. Subject to the prior approval of LBGO, and upon receipt of proper documentation, LBGO shall reimburse Contractor for any reasonable expenses incurred in connection with services performed under this Agreement, all in accordance with rates identified in Exhibit A. In the event of a termination of this Contract, Contractor shall be entitled to all moneys which were due and payable as of the effective date of such termination.

Contact information for LBGO is:

Eric Stachowiak
562-570-2123
2400 E. Spring Street
Long Beach, California 90806
Eric.stachowiak@longbeach.gov

All Invoices for LBGO will be directed to:

Long Beach Gas & Oil
Attn: Accounts Payable
2400 E Spring Street
Long Beach, California 90806

INSURANCE

Contractor will carry or cause to be carried and maintain in force throughout the entire term of this Agreement, insurance coverage described below with insurance companies acceptable to LBGO. Non-renewal or cancellation of policies described below will be effective only after written notice is received by LBGO from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. All policies, with the exception of Workers' Compensation, shall be endorsed to include LBGO as additional insured. Worker's Compensation and Employer's Liability Policy shall contain a waiver of the right of subrogation against LBGO.

Workers' Compensation and Employer's Liability

Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Contractor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

General Liability

Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and explosion, collapse and underground.

Auto

Not applicable

INDEMNIFICATION

SUBJECT TO THE LIMITATIONS SET IN THE LIMITATION OF LIABILITY SECTION BELOW, LBGO SHALL INDEMNIFY AND SAVE HARMLESS CONTRACTOR AND ITS MEMBERS, OFFICERS, AGENTS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S

FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OR OMISSIONS OF LBGO AND ITS AGENTS OR EMPLOYEES, INCLUDING WITHOUT LIMITATION, ANY ACT OR OMISSION OF ANY QUALIFIED INDIVIDUAL, EVALUATOR, OR PROCTOR WHO IS AN EMPLOYEE OR AGENT OF LBGO. LBGO FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF CONTRACTOR AND IN THE NAME OF CONTRACTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SUBJECT TO THE LIMITATIONS SET IN THE LIMITATION OF LIABILITY SECTION BELOW CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS LBGO AND ITS TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OR OMISSIONS OF CONTRACTOR AND ITS AGENTS OR EMPLOYEES, INCLUDING WITHOUT LIMITATION, ANY ACT OR OMISSION OF ANY QUALIFIED INDIVIDUAL, EVALUATOR, OR PROCTOR WHO IS AN EMPLOYEE OR AGENT OF CONTRACTOR. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF LBGO AND IN THE NAME OF LBGO, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

LIMITATION OF LIABILITY

CONTRACTOR, ITS AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO LBGO, OR TO ANYONE WHO MAY CLAIM ANY RIGHT DUE TO ITS RELATIONSHIP WITH LBGO, FOR ANY ACTS OR OMISSIONS ON THE PART OF CONTRACTOR OR ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR WITH RESPECT TO THE KIND AND QUALITY OF SERVICES PROVIDED UNDER THIS AGREEMENT, EXCEPT WHEN THE ACTS OR OMISSIONS ARE DUE TO THE WILLFUL MISCONDUCT OF CONTRACTOR, ITS EMPLOYEES OR AGENTS. FURTHERMORE, THE LIABILITY OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, SHALL BE LIMITED TO DIRECT OR GENERAL DAMAGES AND UNDER NO CIRCUMSTANCES SHALL CONTRACTOR, ITS EMPLOYEES OR AGENTS, BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS OR GOODWILL, AND FOR EXEMPLARY OR PUNITIVE DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

LBGO, ITS AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO CONTRACTOR, OR TO ANYONE WHO MAY CLAIM ANY RIGHT DUE TO ITS RELATIONSHIP WITH CONTRACTOR, FOR ANY ACTS OR OMISSIONS ON THE PART OF LBGO OR ITS AGENTS OR EMPLOYEES EXCEPT WHEN THE ACTS OR OMISSIONS ARE DUE TO THE WILLFUL MISCONDUCT OF LBGO, ITS EMPLOYEES OR AGENTS. FURTHERMORE, THE LIABILITY OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, SHALL BE LIMITED TO DIRECT OR GENERAL DAMAGES AND UNDER NO

CIRCUMSTANCES SHALL CONTRACTOR, ITS EMPLOYEES OR AGENTS, BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS OR GOODWILL, AND FOR EXEMPLARY OR PUNITIVE DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

GOVERNMENTAL COMPLIANCE

Contractor hereby warrants that its operation's and all services performed under this Agreement are and shall be in compliance with all applicable laws, ordinances, rules and regulations.

TEXAS LAW TO APPLY; FORUM

This Agreement is governed by the laws of the State of Texas. Any disputes between the Parties concerning the subject matter of this Agreement or the performance of the obligations of the Parties under this Agreement must be submitted for resolution to either a Texas state court in Montgomery County, Texas, or if there is federal jurisdiction, to the United States District Court for the Southern District of Texas Houston Division.

CONFIDENTIAL INFORMATION

Confidential information shall mean all information disclosed to Contractor, which relates to LBGO's past, present and future business activities. Contractor shall hold all such confidential information in trust and confidence for LBGO, and agrees that it will not, during or after the termination of the Agreement, disclose to any person, firm, corporation or entity, nor use for its own business or benefits, any information obtained by it while in the execution of the terms and conditions of this Agreement.

WORK PRODUCT

It is understood that, prior to commencement of work related to this Agreement, Contractor has developed certain policies, procedures, documents, systems, and/or other information/products that are proprietary to Contractor. Contractor shall retain full ownership, interest, and protection in those items along with all rights to copyrights, patents, trade secrets, or other proprietary rights. LBGO shall hold all such confidential information in trust and confidence for Contractor and shall disclose such information/products to persons, firms, corporations, or entities only as such disclosure relates to execution of the terms and conditions of this Agreement.

With the exception of those Contractor-proprietary policies, procedures, documents, systems, and/or other information/products, Contractor shall have no proprietary interest in any documents which may be developed by Contractor or its employees during the course of its engagement that is directly related and applicable to LBGO.

ASSIGNMENT

None of the rights or obligations of this Agreement may be assigned without the prior written consent of the non-assigning party.

SOLE AGREEMENT

This Agreement shall supersede all prior agreements and understandings between the parties respecting the subject matter hereof including agreements between Contractor and LBGO, and its affiliates. No representations or statements made by any representative of LBGO or the Contractor which are not stated herein shall be binding. The provisions hereof constitute the entire Agreement between the parties.

No modification or amendment hereof shall be binding unless in writing and signed by a duly authorized representative of each party. Failure of either party to enforce rights under this Agreement shall not constitute a waiver of such rights.

IN WITNESS WHEREOF, this Agreement executed this 21st day of April 2015.

City of Long Beach ~~Gas and Oil~~
~~Department~~

By: 

Assistant City Manager

Name: Patrick H. West

City Manager

VERIFORCE, LLC

By: 

Name: Louie Werderich, President

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

5-7-2015


CHARLES PARKIN, City Attorney

By: 

RICHARD ANTHONY
DEPUTY CITY ATTORNEY

Exhibit A

**SCOPE OF SERVICES /
FEE SCHEDULE**

SCOPE OF SERVICES / FEE SCHEDULE

I. Initial Training and Evaluator Authorization

Fee: \$4,500 Prepaid One-Time Fee for One 2 Day Class

A. *VeriSource Admin Training*

- History of Veriforce
- Operator/Contractor Covered Task List
- Authorized Evaluator's Role in Veriforce
- OQ Records Management (Records of Evaluation)

B. *OQ Field Training*

- Operator Qualification (OQ) Rule
- Federal regulatory expectations
- Verification of OQ records
- VeriSource training for field employees

C. *VERIFOCE EVALUATOR TRAINING PROGRAM*

Veriforce's Evaluator Training Program is an 8-hour course which details the important role and responsibilities of Veriforce Authorized Evaluators. Veriforce procedures require that candidates only be evaluated by Authorized Evaluators. Each evaluation determines whether or not the Candidate is "Qualified". Qualified means that an individual is able to perform a covered task(s), and recognize and react to AOCs that may be encountered during the performance of the covered task(s).

This course instructs the students on the different types of evaluation methods, proper documentation techniques, how to utilize the Veriforce database to download Record of Evaluations and submit evaluation results.

The students participate in mock evaluation sessions and several activities throughout the day that prepare the student for their vital role as an Authorized Evaluator.

II. Maintain Written OQ Program

Fee: \$2,000 Prepaid Annual

- Veriforce will manage the written OQ program for LBGO in accordance with 49 CFR §192(N) and/or §195(G).
 - The written program will reflect applicable requirements of the OQ Rule, DOT/PHMSA enforcement protocols, and Veriforce procedures.
- Revise the program as necessary to account for program changes and distributed to applicable personnel as requested.
- Conduct an annual meeting to review, update, advise and make recommendations for OQ Plan revisions based on revisions to policy/procedures or regulatory changes
- Discuss and review concerns, updates program improvements etc., with LBGO to assure the program meets LBGO's needs/requirements--the following are some of the discussion/review topics conducted:

- Compliance with the written program
 - Adequacy/currency of the written program
 - Adequacy/currency of the covered task list
 - Adequacy/currency of task-specific evaluation criteria
 - Appropriateness of task-specific re-qualification intervals
 - Appropriateness/effectiveness of task-specific span of control limits
 - Compliance with regulatory and other external requirements
 - Issues/challenges discovered as a result of Quality Assurance efforts
 - Program modifications since date of last annual meeting
 - Issues/challenges encountered to date
 - Proposed program improvements/enhancements
 - Program performance related to the OQ rule and DOT/OPS enforcement-related activities
 - Other issues
- Review covered task list vs qualification percentages for internal and contractor personnel

III. **Administer Internal Employee OQ Qualifications**

Fee: \$37.50 / 6 months / employee

- Veriforce will oversee the evaluation process in accordance with Veriforce procedures and the Operator's OQ program.
- Veriforce will house and maintain documentation of evaluations/qualifications for applicable Operator employees. Veriforce will maintain hard copy records in accordance with the OQ Rule and report qualifications through a real-time online database.
- As requested, Veriforce will make employee qualification data available directly via data transfer in a format and schedule defined by Operator

Billing for Employee qualifications is as follows:

Invoice Date	Period for Managing Employee Qualifications
March 1	September 1 of previous year through the last day of February of current year
September 1	March 1 of current year through August 31 of current year

NOTE: Fee limited to Operator Qualification (OQ) records and based on number of qualified employees managed through VeriSource. Operator is responsible for removing employees through VeriSource to avoid being charged for inactive employees.

Evaluator Management

Fee: \$150.00 / year / Evaluator

- Veriforce will authorize applicable employees as evaluators for specific covered tasks by ensuring that appropriate employees comply with LBGO's defined authorization procedures.
- Veriforce will manage all documentation related to evaluators.
- Veriforce will maintain all documentation related to evaluator authorization.
- Veriforce will provide a bypass code for evaluators to access the online reauthorization testing

IV. Hosted Training and Training Records Management

Fee: \$9,000 Prepaid Annual Fee – Unlimited Contractors and/or Internal Employees

- Veriforce will host an unlimited number of Operator-developed computer based training programs, such as, **basic contractor safety orientation, environmental training modules, contractor inspector training, Operator Qualification, Covered Task, Requalification, Abnormal Operating Conditions** and a **host a contractor safety training curriculum**.
- Veriforce will make the web-based training available to Operator's employees and contractors via a site within or linked to the Veriforce website.
- Veriforce will develop a web-based examination process for each training program, as requested by the Operator, for the purpose of documenting completion and understanding of personnel who have completed the web-based training.
- Veriforce will document the name, LBGO affiliation, and unique identifier of the individual completing the examination along with the date, time, and exam score.
- If Operator wishes to establish a "cut score", Veriforce will communicate pass/fail status to the trainee
- In the event that the Operator wishes to require "refresher" training on some periodic basis for a given training program, Veriforce will establish a system to enable automatic reminder to the affected individual and/or employer.
- Veriforce will establish a site, within or linked to the Veriforce website, where appropriate Operator personnel may view and/or download these training records.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF PRIMARY AND EXCESS PROVISIONS (ADDITIONAL INSURED)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph (v) is added to Paragraph (1)(a) of Paragraph b. Excess Insurance under Paragraph 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, as follows:

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is available to any person or organization who has been added as an additional insured to this policy by endorsement.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part:

1. By your acts or omissions, or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations; or

(b) In connection with your premises; or

2. By your maintenance, operation or use of equipment leased to you by such person or organization;

this insurance shall be primary for such acts or omissions as described in subparagraphs **(1)(a)(v)1.** and **(1)(a)(v)2.** above if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy period, that this insurance be primary for same.

When required by such written contract or written agreement, we will treat as "non-contributory" any other primary premises/operations liability insurance available to such additional insured for liability described in subparagraphs **(1)(a)(v)1.** and **(1)(a)(v)2.** above and for which such person or organization has been added as an additional insured by endorsement to this policy. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured by endorsement.

B. With respect to the changes made by this endorsement, the following definition is added to Section V, DEFINITIONS:

"Non-contributory" means that other insurance available to the additional insured will apply as excess and will not contribute as primary to the insurance provided by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/15

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

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

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT
NAME: Aon Risk Services, Inc of Florida
PHONE
(A/C, No, Ext): 800-743-8130 **FAX**
(A/C, No): 800-522-7514
EMAIL
ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Ins Co	23841
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ADP TotalSource FL XXIX, Inc.
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
Veriforce, LLC
19221 I-45 South Suite 200
Shenandoah, TX 77385

COVERAGES

CERTIFICATE NUMBER: 979793

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 094191927 TX	07/01/14	07/01/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY VERIFORCE, LLC AS REQUIRED BY WRITTEN CONTRACT.

All worksite employees working for VERIFORCE, LLC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. VERIFORCE, LLC is an alternate employer under this policy.

See attached Certificate Holder Cancellation Notice.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LONG BEACH
LBGO Attn: Allie Faas
2400 East Spring Street
Long Beach, CA 90806

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

Aon Risk Services, Inc of Florida

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2015

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

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

PRODUCER	Spring Insurance Agency, Inc. 6605 Cypresswood Drive Suite 400 Spring TX 77379	CONTACT NAME: FORREST ROSE STROHL PHONE (A/C, No, Ext): (281) 370-6064 E-MAIL: forrests@springinsurance.com FAX (A/C, No): (281) 370-2925
		INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyds, London INSURER B: Union Standard INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	Veriforce, LLC 19221 I-45 South, Ste 200 Shenandoah TX 77385-	NAIC #

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSD 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:		CPA4307713-17	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPA4307713-17	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				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	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY CARRIER A RATED AM BEST #048946		EO68578A14	04/01/2015	04/01/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF LONG BEACH ARE INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY. 30 DAY NOC. WRITTEN CONTRACT REQUIRED WITH THE NAMED INSURED. SUBJECT TO POLICY CONDITIONS, LIMITATIONS AND EXCLUSIONS

CERTIFICATE HOLDER	CANCELLATION
CITY OF LONG BEACH LBGO Attn: Allie Faas 2400 East Spring Street Long Beach CA 90806-	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

REMARKS

DATE

03/31/2015

PRODUCER

Spring Insurance Agency, Inc.
6605 Cypresswood Drive
Suite 400
Spring TX 77379
(281) 370-6064

APPLICANT NAME AND ADDRESS

Veriforce, LLC
19221 I-45 South, Ste 200
Shenandoah TX 77385-
(281)363-4001

CLIENT ID

15015

POLICY CPA4307713-17

04/01/2015 04/01/2016

GENERAL LIABILITY:

CLCG 0443 1110

Additional Insured - On going operations - Written contract Required

Waiver of Subrogation - Written contract Required

AUTO:

CLCA 2014 0212

Additional Insured - Written Contract Required

Waiver of Subrogation - Written Contract Required

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Miscellaneous Additional Insureds	Included
B.	Aggregate Limits Of Insurance For Construction Projects:	
	1. Single Construction Project Aggregate Limit (Away From Premises)	Equal to General Aggregate Limit
	2. Cap For All Damages From All Ongoing Construction Projects	\$5,000,000
C.	Expected Or Intended Injury Or Damage	Included
D.	Joint Venture / Partnership / Limited Liability Company Coverage	Included
E.	Knowledge Of Occurrence	Included
F.	Legal Liability - Damage To Premises Rented To You (Fire, Lightning, Explosion, or Leakage From Automatic Fire Protective Systems)	\$300,000
G.	Medical Payments	\$10,000
H.	Mobile Equipment Redefined	Included
I.	Newly Formed Or Acquired Organizations - Extended Period Of Coverage	Included
J.	Non-Owned Watercraft (Increased to maximum length of less than)	51 feet
K.	Supplementary Payments - Increased Limits:	
	1. Bail Bonds	\$3,000
	2. Loss Of Earnings	\$1,000
L.	Unintentional Omission In Disclosure	Included
M.	Waiver Of Subrogation	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to as additional insured below) described in Paragraphs A.3.a. through A.3.d. below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

1. The written contract or written agreement is:
 - (a) Currently in effect or becoming effective during the term of this policy; and
 - (b) Fully executed by you and the additional insured prior to the bodily injury, property damage, or personal and advertising injury.
2. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
3. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

a. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

APPROVAL AS TO SUFFICIENCY
Michael Alvarado
RISK MANAGER
CITY OF LONG BEACH
DATE: 5/20/15

b. Lessor Of Equipment

Any person or organization from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured, but only with respect to their liability arising out of:

1. Their financial control of the Named Insured; or
2. Premises they own, maintain or control while the Named Insured leases or occupies these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Owners Or Contractors For Whom You Are Performing Ongoing Operations

1. Any person or organization for whom you are performing operations but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

- b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to coverage provided by this provision **A. Miscellaneous Additional Insureds**, the following additional provisions also apply:

- (1) Any insurance provided to an additional insured designated under Paragraphs **A.3.a** through **A.3.d** above does not apply:

- (a) To "bodily injury" or "property damage" included within the products-completed operations hazard; or

- (b) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- (2) Paragraph **4.b. of Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis that is available to the additional insured unless you and the additional insured have specifically agreed in writing that this insurance be primary. Then we will treat any other insurance maintained by the additional insured for injury or damage covered by provision **A. Miscellaneous Additional Insureds**, except such other insurance as noted in Paragraph **b.(1)(b)** below, as excess to this insurance.

If specifically required by such written contract or written agreement, we will not seek contribution from any other liability insurance available to the additional insured for injury or damage covered by provision **A. Miscellaneous Additional Insureds**, except for such other insurance as noted in Paragraph **b.(1)(b)** below.

- (b) Any other primary liability insurance available to the additional insured for damages arising out of premises or ongoing operations for which such person or organization has been added as an additional insured by attachment of an endorsement.

- (2) When this insurance is excess, we will have no duty under **Section I Coverage A Bodily Injury And Property Damage Liability** or **Coverage B Personal And Advertising Injury Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy or coverage part.

B. AGGREGATE LIMITS OF INSURANCE FOR CONSTRUCTION PROJECTS

1. For all sums which the insured becomes legally obligated to pay as damages caused by occurrences under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at construction projects away from premises owned by or rented to the insured:

a. The most we will pay will be capped at **\$5,000,000**, regardless of the number of:

(1) "Occurrences";

(2) Insureds;

(3) Claims made or "suits" brought;

(4) Persons or organizations making claims or bringing suits; or

(5) Separate construction projects.

b. Subject to Paragraph B.1.a. above:

(1) A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

(2) The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Section I - Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Section I - Coverage C** regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(3) Any payments made under **Section I - Coverage A** for damages or under **Section I - Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

(4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

- a. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Subject to Paragraph **B.1.a.** above, such payments shall not reduce any Single Construction Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or property damage included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
4. If a single construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. If endorsement **CG 25 03**, Designated Construction Project(s) General Aggregate Limit (or a similar construction project(s) aggregate endorsement) is also a part of this policy or coverage part, the most we will pay for the total of:
- a. All sums which the insured becomes legally obligated to pay as damages caused by occurrences under **Section I - Coverage A**; and
 - b. All medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at:
 - (1) Any construction project(s) designated in such **CG 25 03** endorsement (or in a similar such construction project(s) aggregate endorsement);
 - (2) Any construction project(s) to which the provisions of section **B. Aggregate Limits Of Insurance For Construction Projects** in this endorsement apply; and/or
 - (3) Any construction project(s) to which:

(i) The provisions of section **B. Aggregate Limits Of Insurance For Construction Projects** in this endorsement; and

(ii) The provisions of such **CG 25 03** endorsement (or a similar such construction project(s) aggregate endorsement)

both apply.

is subject to Paragraph **B.1.a.** above.

6. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion 2.a. **Expected Or Intended Injury of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced entirely with the following:

a. 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.

D. JOINT VENTURE / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

1. The following is added to **Section II - Who Is An Insured**:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company.

However, this coverage does not apply:

- a. Prior to the termination or end date of any joint venture, partnership or limited liability company;
- b. If there is other valid and collectible insurance purchased specifically to insure the joint venture, partnership or limited liability company; or
- c. To a joint venture, partnership or limited liability company which is, or ever was, insured under a consolidated (wrap-up) insurance program (also known as an owner-controlled insurance program, OCIP).

2. With respect to the coverage provided by this section **G. Joint Venture / Partnership / Limited Liability Company Coverage**, the last Paragraph of **Section II - Who Is An Insured** is replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

3. As used in this endorsement, "consolidated (wrap-up) insurance program" (also known as an owner-controlled insurance program, O.C.I.P.) means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction, erection or demolition project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, sometimes referred to as an a Contractor Controlled Insurance Program (C.C.I.P.)

E. KNOWLEDGE OF OCCURRENCE

Sub-paragraph a. under **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the occurrence or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (5) How, when and where the "occurrence" or offense took place;
- (6) The names and addresses of any injured persons and witnesses; and
- (7) The nature and location of any injury or damage arising out of the "occurrence" or offense.

F. LEGAL LIABILITY - DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Leakage From Automatic Fire Protective Systems)

If damage by fire to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last Paragraph of **Section I - Coverage A**(after the exclusions) is replaced in its entirety by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (SECTION III)**.

2. The Paragraph immediately after Sub-paragraph j.(6) of Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, and leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

3. Paragraph 6. of **Section III - Limits of Insurance** is replaced in its entirety by the following:

6. Subject to Paragraph 5. above, the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Sub-paragraph **b.(1)(a)(ii)** of Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions**, is replaced by the following:

(ii) That is fire, lightning, explosion, or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

5. Sub-paragraph **a.** of definition 9. "insured contract" of **Section V - Definitions**, --is replaced in its entirety by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

G. MEDICAL PAYMENTS

If **Coverage C - Medical Payments** is not otherwise excluded from this policy or coverage part, the Medical Expense Limit is changed, subject to the terms of **Section III - Limits Of Insurance**, to the greater of:

- a. \$10,000; or
b. The Medical Expense Limit shown in the Declarations of this policy or coverage part.

H. MOBILE EQUIPMENT REDEFINED

Sub-paragraph **f.(1)** of definition 12. mobile equipment of **Section V - Definitions** is entirely replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:
- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

I. NEWLY FORMED OR ACQUIRED ORGANIZATIONS - EXTENDED PERIOD OF COVERAGE

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

3. Any organization you newly acquire or form, other than:

(i) a partnership, joint venture, or limited liability company; or

(ii) An organization excluded either by the provisions of this policy or coverage part, or by endorsement,

and over which you maintain ownership or majority interest of more than 50% will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. **Section I - Coverage B - Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

J. NON-OWNED WATERCRAFT

Sub-paragraph (2) of Exclusion 2.g. of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
(b) Not used to carry persons or property for a charge;

K. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Under **Section I - Supplementary Payments - Coverages A and B**:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and

2. The limit shown in Paragraph 1.d. for loss of earnings because of time off work is changed from \$250 a day to \$1,000 a day.

L. UNINTENTIONAL OMISSION IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV - Commercial General Liability Conditions:**

However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

M. WAIVER OF SUBROGATION

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions is amended by the addition of the following:

Notwithstanding anything to the contrary in previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work included in the "products-completed operations hazard", if:

- a. Such operations or work were done under a written contract or written agreement between you and such person or organization that contained a provision requiring such waiver; and
- b. Such written contract or written agreement was:
 - (1) Made prior to the covered injury or damage; and
 - (2) In effect at the time of the covered injury or damage.

This waiver applies only with respect to such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional "Insured" By Contract Or Agreement	Included
B.	Airbags Coverage Extension	Included
C.	Employees As Insureds	Included
D.	Employee Hired Autos	Included
E.	Hired Auto Physical Damage Coverage (Limited)	\$50,000
F.	Knowledge Of Accident, Claim, Suit, Or Loss	Included
G.	Limited Fellow Employee Coverage	Included
H.	Limited Loan/Lease Gap Coverage	\$1,500
I.	Limited Rental Reimbursement Coverage	45 Days
	Sublimits: 1. \$50 Maximum Per Day - Private Passenger Auto	
	2. \$75 Maximum Per Day - Other Than Private Passenger Auto	
	3. \$2,250 Maximum Per Covered Loss	
J.	Newly Formed Or Acquired Organizations	Included
K.	Supplementary Payments - Increased Limits:	
	1. Bail Bonds	\$3,000
	2. Loss Of Earnings (Per Day)	\$1,000
L.	Towing And Labor Coverage Extension	\$75
M.	Waiver Of Subrogation By Contract Or Agreement	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

1. With respect to **Section II - Liability Coverage**, Paragraph **A.1. Who Is an Insured** is changed to add as an additional insured any person or organization (other than the owner or anyone else from whom you hire or borrow a covered "auto") when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

However, none of the following shall be an additional insured under this endorsement:

- a. Any "motor carrier" for hire or his or her "employees"; or
- b. Any rail, water or air carrier or their "employees"

for any covered "auto".

2. The insurance afforded to such additional insured(s) by this endorsement is subject to the following additional provisions:

- a. Such person or organization is an additional insured only with respect to their vicarious legal responsibility for "bodily injury" or "property damage" specifically caused, in whole or in part, by the operation or use of a covered "auto" by a person or organization for whom Liability Coverage is afforded under this policy or coverage part, and then only to the extent of that liability.
- b. Such person or organization is not an additional insured for any covered "auto" owned by, hired from, or borrowed from such person or organization.
- c. Such written contract or agreement must be executed prior to, and be in effect at the time of, the covered "bodily injury" or "property damage".
- e. Paragraph **H. "Insured Contract"** contained in **Section V-Definitions** is changed to add sub-paragraph d. to the end of that definition, as follows:

An "insured contract" does not include that part of any contract or agreement:

- d. That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" specifically caused, in whole or in part, by your operation or use of a covered "auto".

3. Paragraph **A.1. Who Is An Insured** contained in **Section II - Liability Insurance**, is amended to delete sub-paragraph c.

B. AIRBAGS COVERAGE EXTENSION

Exclusion B.3.a. contained in **Section III - Physical Damage Coverage** does not apply to the unintended discharge of an airbag. However, coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. EMPLOYEES AS INSURED

The following is added to the **Section II - Liability Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, **C. Employees As Insureds**, does not apply if separate Employees As Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

D. EMPLOYEE HIRED AUTOS

1. The following is added to Paragraph **5. Other Insurance** of Paragraph **B. General Conditions** under **Section IV - Business Auto Conditions**

Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business will be considered an "auto" you hire.

However, with respect to this provision, none of the following are covered "autos":

- a. Any "auto" that is hired or rented with a driver;
- b. "Mobile equipment"; or
- c. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

2. Any insurance afforded by this provision **D. Employee Hired Autos** does not apply if separate Employees Hired Autos coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

E. HIRED AUTO PHYSICAL DAMAGE COVERAGE (LIMITED)

If hired "autos" are covered "autos" for Liability Coverage in this policy or coverage part, then such Physical Damage coverage that is provided in this policy or coverage part for your owned "autos" will be extended to certain "autos" you lease, hire, rent or borrow, subject to the following additional provisions:

1. This extension for Hired Auto Physical Damage Coverage (Limited) does not apply to:

- a. Any "auto" you lease, hire, rent or borrow that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
- b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households; or
- c. Any other "auto" you lease, hire, rent, or borrow:
 - (1) For a period of more than 30 days; or
 - (2) With a driver.

2. Coverage

The Physical Damage coverage provided will be:

- (a) With respect to Other Than Collision coverage:
 - (1) Comprehensive Coverage if any covered "auto" owned by you has this coverage under this policy or coverage part; or,
 - (2) Specified Causes Of Loss Coverage if, under this coverage part or policy, any covered "auto" owned by you has this coverage and no other covered "auto" owned by you has Comprehensive Coverage; and
- (b) Collision Coverage if any covered "auto" owned by you has this coverage under this policy or coverage part.

3. Limit Of Insurance

The most we will pay in any one "loss" will be the lesser of:

- a. The actual cash value of the damaged or stolen "auto" as of the time of the "loss";
- b. The cost to repair or replace the damaged or stolen "auto" with other property of like kind and quality; or
- c. \$50,000,

except that such amount will be reduced by a deductible as determined by paragraph E.4. below.

4. Deductible

Our obligation to pay for, repair, return or replace such damaged or stolen covered hired "auto" will be reduced by a deductible for each coverage afforded under E.2.(a) and E.2.(b) above equal to the amount of the largest deductible applicable for that coverage to any covered "auto" owned by you. However, no deductible will apply to "loss" caused by fire or lightning.

5. Loss Of Use

For any "auto" which is a covered "auto" under this extension E. Hired Auto Physical Damage Coverage (Limited), and subject to the coverages provided under paragraph E.2. Coverage above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:

- a. Such "auto" is leased or rented under a written rental contract or agreement;
- b. Such loss of use is a direct consequence of a "loss" covered under this extension E. Hired Auto Physical Damage Coverage (Limited):
 - (1) For which an "insured" is legally responsible; and
 - (2) As a result of which the leasing or rental entity sustains a monetary loss;
- c. The most we will pay for any expenses for loss of use is \$300 per day, subject to a maximum of \$2,100; and

- d. Paragraph b. **Loss Of Use Expenses** of Paragraph 4. **Coverage Extensions** of Paragraph A. **Coverage** contained in **Section III - Physical Damage Coverage** does not apply.

6. Other Insurance

Coverage under this extension E. **Hired Auto Physical Damage Coverage (Limited)** will be excess over any other valid and collectible insurance available to the "insured", except that no coverage will be afforded if any physical damage coverage is provided for hired "autos" under **Item Four - Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums** in the **Business Auto Declarations** in this policy or coverage part (or which would have been provided except for the application of an exclusion).

F. KNOWLEDGE OF ACCIDENT, CLAIM, SUIT, OR LOSS

Sub-paragraph a. contained in Paragraph A.2. **Duties In The Event Of Accident, Claim, Suit or Loss**, of **Section IV - Business Auto Conditions** 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" or "loss" only when the "accident", claim, "suit" or "loss" is known to:
1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. A manager, if you are a limited liability company; or
 4. An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

G. LIMITED FELLOW EMPLOYEE COVERAGE

Paragraph 5. **Fellow Employee** of Paragraph B. **Exclusions** contained in **Section II - Liability Coverage** is replaced by the following:

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

Such coverage is excess over any other collectible insurance, and Paragraph 5. **Other Insurance** of Paragraph B. **General Conditions** under **Section IV - Business Auto Conditions** is changed accordingly.

Any insurance provided by this provision G. **Limited Fellow Employee Coverage** does not apply if separate Fellow Employee Coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

H. LIMITED LOAN/LEASE GAP COVERAGE

Paragraph 4. Coverage Extensions of Paragraph A. Coverage contained in Section III - Physical Damage Coverage is amended to add the following:

In the event of a covered total "loss" to a covered "auto" which is either owned by you or is long-term leased by you for a period of 12 consecutive months or longer, we will pay any unpaid amount due on your loan or lease for such covered "auto", subject to the following additional provisions:

1. We will only pay the lesser of:
 - a. The sum of such unpaid amount, less
 - (1) The amount paid under the Physical Damage Coverage Section of the policy or coverage part; and
 - (2) Any:
 - (a) Overdue loan/lease payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the Lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases; or
 - b. \$1,500.
2. This extension does not apply to any "auto" that is a land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged;
3. The insurance afforded for **Limited Loan/Lease Gap Coverage** in this extension endorsement does not apply if separate **Loan/Lease Gap Coverage** is afforded for such covered "auto" in an endorsement issued by us and made a part of this policy or coverage part.

I. LIMITED RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to a covered "auto" you own, subject to the following additional provisions:

1. As used in this Rental Reimbursement Coverage provision, "auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads.

However, "auto" does not include:

- a. "Mobile equipment"; or
 - b. Any other land vehicle that would qualify under the definition of "mobile equipment" under this policy or coverage part if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
2. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
 3. No deductible applies to this coverage.
 4. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto"; or
 - b. 45 days
 5. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. (i) \$50 per day for a "private passenger auto" or a "light truck";
(ii) \$75 per day for other than a "private passenger auto" or a "light truck",
subject to a maximum of \$2,250.
 6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 7. Paragraph a. **Transportation Expenses** of Paragraph 4. **Coverage Extension** of Paragraph A. **Coverage** contained in **Section III - Physical Damage Coverage**, does not apply and is entirely deleted.

8. The insurance afforded for Limited Rental Reimbursement Coverage in this extension endorsement does not apply if separate Rental Reimbursement Coverage is issued by us as an endorsement and made a part of this policy or coverage part.

9. As used in this coverage:

- a. "Private passenger auto" means a four-wheel auto of the private passenger or station wagon type; and
- b. "Light truck" means a pick-up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.

Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

J. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The Named Insured shown in the Business Auto Declarations is amended to include any organization you newly form or acquire, other than:

- (i) a partnership, joint venture, or limited liability company; or
- (ii) an organization excluded either by the provisions of this Coverage Part, or by endorsement.

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

- 1. This insurance does not apply to any newly formed or acquired organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Coverage under this provision does not apply to injury, damage, expense, or "loss" that occurred before you formed or acquired the organization.
- 3. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, or the end of the policy period, whichever is earlier.

K. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

The following changes are made to the Paragraph **a. Supplementary Payments** of Paragraph **2 Coverage Extensions** of Paragraph **A. Coverage** contained in **Section II - Liability Coverage**:

- 1. The limit shown in Subparagraph (2) for the cost of bail bonds is changed from \$2,000 to \$3,000.
- 2. The limit shown in Subparagraph (4) for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is changed from \$250 to \$1,000 per day.

L. TOWING AND LABOR COVERAGE EXTENSION

Paragraph **2. Towing** of Paragraph **A. Coverage** under **Section III - Physical Damage Coverage** is entirely replaced by the following:

With respect to any "private passenger auto" or "light truck" you own that is provided both Comprehensive Coverage and Collision Coverage in this policy or coverage part, we will pay up to \$75 for towing and labor costs incurred each time such "private passenger auto" or "light truck" is disabled, subject to the following additional provisions:

- 1. The labor must be performed at the place of disablement;
- 2. This coverage does not apply to stolen "autos".
- 3. If, at the time of disablement, such "private passenger auto" or "light truck" is also a covered "auto" for the **Physical Damage Towing And Labor** coverage shown under **Item Two** of the **Business Auto Declarations** in this policy or coverage part, the most we will pay for each covered disablement is the greater of:
 - a. The limit shown under **Item Two** in the **Declarations**, or
 - b. \$75

As used in this coverage:

- a. "Private passenger auto" means a four-wheel auto of the private passenger or station wagon type; and
- b. "Light truck" means a pick-up or panel truck, sport utility vehicle or similar "auto", with a Gross Vehicle Weight (GVW) of 11,000 pounds or less.

Gross Vehicle Weight (GVW) is the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.

M. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Paragraph A.5. **Transfer Of Rights Of Recovery Against Others To Us** contained in **Section IV - Business Auto Conditions**:

Notwithstanding anything to the contrary in the previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury", "property damage" or "loss" arising out of the operation, maintenance, use, loading or unloading of a covered "auto" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
 - a. Made prior to the covered injury or damage; and
 - b. In effect at the time of the covered injury or damage; and
2. The injury or damage arises out of the operations contemplated by such written contract or agreement.

This waiver applies only to such person or organization designated in such written contract or agreement.

POLICY HOLDER NOTICE

CERTIFICATE HOLDER CANCELLATION NOTICE SCHEDULE

Should this policy be cancelled before the expiration date hereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the insurer, the producer, or the respective agents or representatives of each.

SCHEDULE:

CERTIFICATE HOLDERS AS IDENTIFIED ON THE MOST RECENT QUARTERLY SCHEDULE OF CERTIFICATE HOLDERS PROVIDED BY THE INSURED'S BROKER OF RECORD TO THE INSURER.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. (x) Specific Waiver

CITY OF LONG BEACH
LBGO Attn: Allie Faas
2400 East Spring Street
Long Beach, CA 90806

() Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: N/A

The premium charge for this endorsement shall be — percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: N/A

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/06/2015

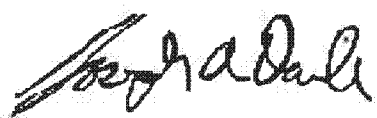
Policy No. WC 094191927

Endorsement No. N/A

Insured: ADP TotalSource FL XXIX, Inc. (PEO Company)
10200 Sunset Drive
Miami, FL 33173
Veriforce, LLC (Client of PEO Company)
19221 I-45 South Suite 200
Shenandoah, TX 77385

Premium \$ N/A

Insurance Company: New Hampshire Ins Co



Countersigned by _____