ARLINGTON COUNTY, VIRGINIA AGREEMENT NO. <u>704-15-2</u> AMENDMENT NUMBER <u>1</u>

This Amendment Number <u>1</u> is made on the date of execution by the County and amends Agreement Number <u>704-15-2</u> dated <u>March 2, 2015</u>, ("Main Agreement") between <u>HEAVY FLEET PRODUCTS</u> ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor amend the <u>CONTRACT TERM</u> called for under the Main Agreement as follows:

The Contract Term is hereby renewed for the period beginning <u>January 1, 2019</u>, and expires <u>December 31, 2019</u>.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

HEAVY FLEET PRODUCTS

AUTHORIZED SIGNATURE: Lucas Alexander

NAME: Lucas Alexander TITLE: Procurement Officer

DATE: 01/29/2019

AUTHORIZED SIGNATURE:

NAME AND

TITLE: _ 🤇

DATE:

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42 INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000.
 The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
- f. Cancellation All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or nonrenewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other

policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

OP ID: BM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2018

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

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

PRODUCER 703-261-6100								CONTACT Brian Miller					
R. H. Nicholson & Co. 3998 Fair Ridge Drive Ste 200 Fairfax, VA 22033-2907								PHONE (A/C, No, Ext): 703-261-6100 FAX (A/C, No): 703				703-261-	6101
Briar	Mille	r						ADDRESS:					
								INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance Group					NAIC #
INSURED Heavy Fleet Products & Truck													20211
Service								INSURER B:					
12201 Tac Ct Manassas, VA 20109								INSURER C:					
Mana3343, VA 20103								INSURER D : INSURER E :					
								INSURER F:					
COVERAGES CERTIFICATE NUMBER:									REVISION NUMBER:				
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INSR LTR	SR TYPE OF INSURANCE				SUBR			POLICY EFF (MM/DD/YYYY)		LIMIT	rs		
Α	X	X COMMERCIAL GENERAL LIABILITY					Q971668728		10/15/2018	10/15/2019	EACH OCCURRENCE	s	1,000,000
		CLAIMS-MADE OCCUR									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
										MED EXP (Any one person)	\$	10,000	
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC									PERSONAL & ADV INJURY	\$	1,000,000
	GEN										GENERAL AGGREGATE	\$	2,000,000
											PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:										\$	
Α		AUTOMOBILE LIABILITY X ANY AUTO OWNED SCHEDULED									COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X						Q101531202		10/15/2018	10/15/2019	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY									BODILY INJURY (Per accident)	\$	
		HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					5				PROPERTY DAMAGE (Per accident)	\$	
Α											\$		
	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					Q341570601		10/15/0010		EACH OCCURRENCE	\$	3,000,000	
				Q341370001			10/15/2018	10/15/2019	AGGREGATE	\$	3,000,000		
Α											V PER OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A		Q941501162		10/15/2018	10/15/2019	X PER OTH- STATUTE ER		500,000
									10/13/2010		E.L. EACH ACCIDENT	\$	500,000
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SAMPLE								SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
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