



Contra Costa County
Flood Control
& Water Conservation District

**No Fee Permit
Work Order 8314**

PERMIT # **649-21** #
TBM:
FILE # **649-21**
INSPECTION AREA **C**

Form Rev 7/8/20

Application and Permit Center

ENCROACHMENT PERMIT FOR USE OF DISTRICT RIGHT OF WAY

PERMITTEE: **CITY OF LAFAYETTE**
ADDRESS: **3675 MT. DIABLO BOULEVARD, SUITE 210**
CITY/STATE/ZIP: **LAFAYETTE, CA 94549**
TELEPHONE NUMBER: **(925) 284-1951** FAX: **(925) 284-3169**

CONTACT PERSON: **MATT LUTTROPP** TELEPHONE NUMBER: **(925) 299-3247**
EMAIL ADDRESS: **MLUTTROPP@CI.LAFAYETTE.CA.US**

CONTRACTOR: **GRADE TECH, INC**
ADDRESS: **PO BOX 1728**
CITY/STATE/ZIP: **SAN RAMON, CA 94583**
TELEPHONE NUMBER: **(510) 733-0390**

CONTACT PERSON: **CHRIS JORDAN** TELEPHONE NUMBER: **(510) 733-0390**
EMAIL ADDRESS: **GRADETINC@SBCGLOBAL.NET**

*PLEASE READ **ALL SECTIONS** OF THIS PERMIT CAREFULLY AND KEEP IT AT THE WORK SITE.*

The permittee agrees to defend, save, indemnify and hold harmless the County of Contra Costa, Contra Costa County Flood Control and Water Conservation District (District), their officers, employees and agents from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance or inverse condemnation, which may arise out of the work covered by this permit, and does agree to defend the County and District, their officers, employees and agents against any such claim or action asserting such liability. Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the Ordinance and Specifications authorizing issuance of such permit.

In compliance with your request, and subject to all of the terms, conditions and restrictions written below or given as general or special provisions on any part of this form, PERMISSION IS HEREBY GRANTED AS FOLLOWS:

LOCATION: **Lafayette Creek @ 3501 Golden Gate Way, Lafayette. APN 243-222-013, -014**

LATITUDE: **37° 53' 28.39" N** LONGITUDE: **122° 07' 00.32" W**

PERMITTED USE: Construction of a rain garden recreational area adjacent to and within the Contra Costa County Flood Control and Water Conservation District's easement for the Lafayette Creek flood control channel.

<input type="checkbox"/> Work Completed	Inspector: _____	Approved Start Date: September 5, 2022
<input type="checkbox"/> Expired	Date: _____	Expiration Date: November 18, 2022
<input type="checkbox"/> Looks OK – No Inspection Requested	Engineer: _____	Date: _____
<input type="checkbox"/> Flood Control – OK to Final		

255 Glacier Drive, Martinez, CA 94553-4825
Phone: (925) 374-2136 • Fax (925) 674-7271 • email: pw.permits@pw.cccounty.us
www.cccpublicworks.org

Encroachment Permit for Use of District Right of Way (Cont'd)
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Items Attached or Referred to Herein and Made Part Hereof:

1. General Provisions, Sheets GP-6 through GP-8, attached.

Special Provisions:

1. This permit is issued to the City of Lafayette (PERMITTEE) and Grade Tech, Inc (CONTRACTOR) for construction of a rain garden recreational area within the Contra Costa County Flood Control and Water Conservation District (DISTRICT) Lafayette Creek easement located southwest of the intersection of Golden Gate Way and First Street (APNs 243-222-013 and 243-222-014) in the City of Lafayette. The PERMITTEE's improvements include grading, a water quality basin, an outfall, paving, and landscaping.
2. CONTRACTOR must schedule an inspection from the Public Works Construction Division at least 48 hours before starting any work under this permit. The CONTRACTOR shall arrange for an inspection by phoning **Jon Suemnick @ (925) 595-6010** or email **jon.suemnick@pw.cccounty.us**.
3. PERMITTEE/CONTRACTOR shall not enter the flow area of the Lafayette Creek flood control channel at any time.
4. PERMITTEE/CONTRACTOR shall comply with all requirements of the Contra Costa County Health Departments regarding COVID-19.
5. This is a NO FEE permit. The DISTRICT's permit expenses will be billed to **Work Order 8314**.
6. This permit will expire on **September 30, 2022**. Request for time extension shall be submitted in writing to the DISTRICT at least 1 week before the expiration date.
7. The DISTRICT staff assigned to this permit is **Joe Smithonic**, telephone – **(925) 313-2348**, email address – **Joe.Smithonic@pw.cccounty.us**.
8. The DISTRICT Inspector is **Jon Suemnick**, telephone – **(925) 595-6010**, email address – **Jon.Suemnick@pw.cccounty.us**.
9. CONTRACTOR shall be responsible for scheduling a pre-construction meeting with the DISTRICT Inspector at least two weeks before the start of work. CONTRACTOR shall submit a schedule of work to the DISTRICT Inspector before or during the pre-construction meeting.
10. CONTRACTOR shall schedule an inspection with the DISTRICT Inspector within seven days of completion of all work/activities.
11. CONTRACTOR shall notify and include the DISTRICT Maintenance Supervisor of the Public Works Maintenance Division in the final inspection of the completed work. Contact **Matt Tolson**, telephone **(925) 313-7004**, email address – **Matt.Tolson@pw.cccounty.us**.

12. The proposed work shall be in accordance with the improvement plans entitled "First Street Rain Garden, Project #0149722, Bid Set" prepared by Restoration Design Group, Inc. and dated June 2, 2022. The DISTRICT shall be allowed to review and accept proposed changes to the work located within the DISTRICT's right of way before the changes are implemented.
13. In lieu of a cash bond, PERMITTEE agrees not to release the final payment and the performance bond of the CONTRACTOR until after the DISTRICT has notified the PERMITTEE that all work inside the DISTRICT's properties have been satisfactorily completed. The notification from the DISTRICT shall be in the form of a memorandum to the PERMITTEE.
14. Insurance is required. Prior to the issuance of this permit, CONTRACTOR shall submit a Certificate of Insurance that names Contra Costa County, Contra Costa County Flood Control and Water Conservation District, their employees, officers, and agents as additional insured for the duration of this permit.
15. By accepting this permit, PERMITTEE and CONTRACTOR agree to perform, at its sole expenses, all work necessary to correct any errors in the permitted design and construction, as directed by the DISTRICT.
16. PERMITTEE is solely responsible for obtaining any regulatory permits required for the proposed work. PERMITTEE shall submit to the DISTRICT copies of permits required by the Department of Fish and Wildlife, the Regional Water Quality Control Board, and other government agencies that have jurisdiction over the proposed work before starting work, or provide correspondence showing that the regulatory permits are not needed.
17. Before the start of work, CONTRACTOR shall take photos or other visual records of the condition of all facilities such as gates, fences, flood control channels, structures, and other improvements that may be adversely impacted by CONTRACTOR's activities. The cost of this work shall be the PERMITTEE and CONTRACTOR's responsibility. The documents will be used to settle questions related to repair of damage to the facilities or improvements. CONTRACTOR shall submit these pre-construction photos and/or video recording to the DISTRICT Inspector at or before the pre-construction meeting.
18. The required minimum relative compaction for native soil backfill within the DISTRICT's right of way is 90% using the Caltrans Method.
19. Suitable soil backfill shall be placed in 4-inch to 6-inch maximum lift and the backfill lifts shall be compacted adequately as required by the DISTRICT Inspector.
20. All soil taken by the CONTRACTOR from the DISTRICT's property becomes the property of the PERMITTEE and/or CONTRACTOR to be disposed of legally or used as the PERMITTEE and/or CONTRACTOR sees fit. DISTRICT has not analyzed the quality or condition of the soil at the site and makes no representation whatsoever as to the quality or condition of the soil material.

21. CONTRACTOR shall not store construction materials or park equipment and vehicles with the DISTRICT's right of way. No refueling or maintenance of vehicles and equipment is permitted on the DISTRICT's property.
22. CONTRACTOR shall be responsible for keeping the DISTRICT's right of way secure at all times. CONTRACTOR shall install temporary fences or barriers, as necessary, to prohibit trespassing into the DISTRICT's right of way.
23. CONTRACTOR shall be solely responsible for determining the presence of underground utilities at the DISTRICT's right of way.
24. PERMITTEE shall have a licensed engineer present during construction to oversee and monitor geotechnical work. Prior to sign off of the permit, the licensed engineer shall certify the work was constructed in accordance with the geotechnical report.
25. CONTRACTOR shall install and maintain within their work area, silt fences or other forms of acceptable barriers to prevent soil or contaminants from entering drainage facilities. CONTRACTOR's erosion control measures shall not include products that contain mono-filament.
26. PERMITTEE shall submit to the DISTRICT Inspector an electronic copy of the as-built drawings, bearing the signature and seal of a licensed engineer, prior to the sign-off on this permit. As-built plans shall include a certification from the licensed engineer that the project was constructed in accordance with the plans, specifications, and geotechnical report, if applicable.
27. CONTRACTOR shall dispose all trash/debris collected from the DISTRICT's rights of way in a legal manner.
28. Prior to the sign off on the permit, PERMITTEE must enter into a Maintenance Agreement with DISTRICT for the continued maintenance of PERMITTEE's constructed improvements and landscaping within the DISTRICT's right of way.

Encroachment Permit for Use of District Right of Way (Cont'd)
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Work performed under this permit shall not commence before **September 5, 2022**, and shall be completed by **November 18, 2022**.

Failure to complete work by said date shall void this permit unless a written extension is granted by the District.

FOR PERMITTEE AND CONTRACTOR:

I hereby acknowledge that I have read this permit and agree to comply with all of the conditions stated herein and with all applicable Ordinances and Laws. For those areas involved herein to which the District does not hold fee title, I have also obtained permission from the underlying property owners.

PERMITTEE:

(Sign) 

Date 8/29/2022

(Print) John M Luttrupp

Title Engineering Services Manager

CONTRACTOR:

(Sign) Christopher R Jordan PM

Date 8/29/2022

(Print) Chris Jordan

Title Project Manager

FOR THE DISTRICT: Permission is Granted

Brian M. Balbas, Ex-Officio Chief Engineer

By _____

Date _____

Permit Fee / Deposit: Fee \$ No Fee (W.O. 8314) Receipt Number: G-N/A

Bond Required? ☐ Yes ☒ No

Bond Type ☐ Cash ☐ Surety

Bond Amount: Bond \$ Waived (819800-0800) Receipt Number: G-N/A

Insurance Required? ☒ Yes ☐ No (The Minimum Limit for bodily injury and property damage is \$1 million G.C.L.)

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Permit For Use Of District Right Of Way

GENERAL PROVISIONS

1. Definitions.
 - a. "District" shall mean the Contra Costa County Flood Control and Water Conservation District, the grantor of this permit.
 - b. "District's right of way" shall mean those areas involved herein on which District has land rights, whether those rights be held in fee, easement, license, permit from others, or any other form.
 - c. "Permitted use", "planned installation", "permittee's facilities", "work covered herein" or other such phrases shall mean the specific work or purpose for which this permit is granted.
2. Scope of Permit. This permit is to be strictly construed and no work other than that specifically mentioned is authorized hereby. Incorporation herein of Permittee's plans does not constitute approval of items shown on said plans which lie outside the limits of District's right of way, nor of temporary alterations of District's flood control facilities (e.g. diversion dams, haul roads, cutting of banks or levees, sump holes) not shown on said plans which the Permittee or its contractor's may find necessary in order to construct or maintain the planned facilities. For any such alteration, Permittee or its contractor shall obtain District approval either by amendment to this permit or by separate permit.
3. No Precedent Established. It is understood and agreed by Permittee that approval of a particular action under a permit shall not establish a precedent for future similar requests by Permittee.
4. Granting of Rights to Others. Nothing herein contained shall be construed to prevent District from granting rights to others within District's right of way concerned herein or using said right of way for any and all purposes, provided, however, that District shall not unreasonably prevent or obstruct Permittee's rights hereunder.
5. Permission of Underlying Owners and Holders of Prior Rights. Where District's title to the right of way concerned herein is anything less than fee, or where others are holders of prior rights within right of way held in fee by District which might be affected by Permittee's proposed use, the permission granted herein is valid only to the extent that District is legally able to grant such permission. Permittee shall also obtain permission for the proposed use of said right of way from said underlying owners or holders of prior rights. This permit shall not be effective until such permission is obtained. When specifically stated elsewhere herein, Permittee shall submit evidence of such permission to District. Failure of District to notify Permittee of the existence of such underlying owners and holders of prior rights shall not relieve Permittee of the responsibility of obtaining said separate permission.

General Provisions (Continued)

6. Non-Assignment. Permittee shall not assign, transfer or sublet this permit or any privileges herein granted except with the written consent of District.
7. Pending Easement. If so indicated elsewhere herein, negotiations are underway for the granting of an easement by District to Permittee for that portion of the work or facilities permitted herein which lie within lands owned in fee by District. District reserves the right to incorporate any or all of the conditions of this permit in said easement. Any conditions of this permit not so incorporated shall remain in full force and effect unless specifically revised or negated in the easement document or by written amendment to this permit. This permit shall not be construed as a release or waiver in any way of the right to compensation for such easement.
8. Future Relocation. If Permittee's facilities should at some time in the future interfere with District's maintenance, repair, reconstruction, alteration or expansion of its flood control facilities, or with installation of new facilities by the District, Permittee's facilities shall be removed, relocated, or modified to the satisfaction of District at the sole cost and expense of Permittee.
9. Revocability and Modification. This permit is revocable on five days notice, and is subject to modification by the District at any time. The listing of a specific expiration date elsewhere in this permit does not waive the right of the District to revoke this permit prior to that date as hereinabove provided. This permit may be revoked or suspended without prior notice if justifiable complaints of "nuisance" (e.g. dust, noise or invasion of privacy) are received from occupants or owners of nearby property.
10. Hold Harmless. Permittee shall indemnify, defend and hold harmless the District of and from any and all claims including inverse condemnation, demands, damages, losses, actions, causes of action or judgments which District may pay or be required to pay by reason of any damages, injury or death to any person or property suffered by any person, firm or corporation as a result of the exercise by Permittee of the rights herein granted.
11. Insurance. If so stated elsewhere herein, this permit shall not be effective for any purpose unless and until Permittee files with District a certificate from his insurer stating that the Contra Costa County Flood Control and Water Conservation District and Contra Costa County has been named, for the purpose and duration of this permit, as an additional insured in his commercial general and automobile liability insurance policies to the minimum limits indicated.
12. Bond. If so stated elsewhere herein, this permit shall not be effective for any purpose unless and until Permittee files with District a bond in the form and amount indicated.
13. Expense of Inspection. Current fee schedule.
14. Notice Prior to Starting Work. Permittee shall notify District's Maintenance Division at least three working days in advance of starting the work covered herein or any new phase thereof.

General Provisions (Continued)

15. Non-Interference. Any work performed hereunder by Permittee or its authorized agents shall be done in such a manner as will at all times enable the District, its authorized agents or contractors, to use District's right of way.
16. Restoration of District's Facilities. Any District facilities removed or damaged during installation or maintenance of Permittee's facilities shall be replaced or repaired equivalent to, or better than their pre-existing condition at the sole cost and expense of the Permittee. If, upon being given reasonable notice by the District, the Permittee does not promptly make such restoration, the District reserves the right to perform the needed work and to bill the Permittee for the actual cost thereof.
17. As-Built Plans. Upon completion of underground or surface work of consequence, Permittee shall furnish to the District plans showing location and details unless pre-installation plans attached hereto sufficiently and accurately show such information.
18. Marking of Underground Facilities. Above-ground markers shall be placed by Permittee at locations satisfactory to District to indicate the line and depth of underground facilities installed under this permit.
19. District Non-Responsibility. Unless otherwise provided herein, District assumes no responsibility for the design, construction, maintenance or repair of Permittee's facilities and will not be responsible in any way for any damage to Permittee's facilities resulting from District's construction, reconstruction, alteration, operation and maintenance of District's facilities.
20. Maintenance. Unless otherwise provided herein, the Permittee agrees to exercise reasonable care to maintain properly any item installed under this permit and to exercise reasonable care in inspecting and immediately repairing and making good any injury to any portion of District's facilities which occurs as a result of the maintenance of such items in District's right of way or as a result of the work done under this permit, including any and all injury to District's facilities which would not have occurred had such work not been done or such item not been placed therein. Except in the case of emergency, Permittee shall consult District at least seven days in advance of commencement of any non-routine maintenance operations.
21. No Recourse Against District. The Permittee shall have no recourse whatsoever against the District for any loss, cost, expense, or damage arising out of any provisions or requirement of this permit because of its enforcement or for the termination or revocation of this permit as provided herein. Nor shall this permit be given any value before any court or public authority in any proceeding of any character.

CERTIFICATE OF COVERAGE

NAME AND ADDRESS OF AGENCY:

Municipal Pooling Authority of Northern California

P.O. Box 67

Walnut Creek, CA 94596

(925) 943-1100 * FAX (925) 946-4183

ORGANIZATION AFFORDING COVERAGE:

Municipal Pooling Authority of Northern California

NAME AND ADDRESS OF COVERED ENTITY:

City of Lafayette
Matt Luttropp

500 St. Mary's Road
Lafayette, CA 94549

This is to certify that coverage agreements listed below have been issued to the covered parties named above and are in force at this time. 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 coverage afforded by the coverage agreements described herein is subject to all the terms, exclusions, and conditions of such coverage agreements.

TYPE OF COVERAGE	COVERAGE AGREEMENT NUMBER	COVERAGE AGREEMENT EXPIRATION	LIMITS OF LIABILITY per occurrence
General Liability	MPA22-23	6/30/2023	Bodily Injury, Property Damage, Personal Injury Combined \$1,000,000
Auto Liability			Bodily Injury, Property Damage, Personal Injury Combined \$0
Auto <i>Collision and Comprehensive</i>			\$3,000 Deductible Police Vehicles \$2,000 All Other Vehicles Limit of Liability = \$250,000
Workers' Compensation and Employers Liability			SIR \$500,000 Workers' Comp = Statutory Employers' Liability = \$4.5 million

Description of Operations/Locations/Vehicles/Event/Restrictions/Special Items:

It is hereby agreed that Contra Costa County and the Contra Costa County Flood Control and Water Conservation District (District), their respective employees, officers and agents, are named an additional covered parties with respect to encroachment permit #649-21 for the use of District Right of Way for construction of a rain garden recreational area (Project #0149722), but only to the extent assumed by the City of Lafayette under the permit, and subject to the Memorandums of Coverage terms, conditions, and exclusions.

Cancellation: Should any of the above described coverage agreements be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Authority, its agents or representatives.

CERTIFICATE HOLDER (name and address):

Contra Costa County Flood Control &
Water Conservation District

255 Glacier Drive
Martinez, CA 94553-4825

Date Issued: August 22, 2022



Erwin Chang, CPCU, ARM - Claims Manager

Certificate ID: 2751 : 2022-23 FY

Prepared By: mp



GRADINC-02

CSCIMECA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2022

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 Asero Insurance Services 200 N. Almaden Blvd., 3rd Floor San Jose, CA 95110	CONTACT NAME: Susie Hernandez	
	PHONE (A/C, No, Ext): (408) 289-5914 FAX (A/C, No):	
	E-MAIL ADDRESS: certs@aseroins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Ohio Casualty Insurance Company	24074
	INSURER B: West American Insurance Company	44393
	INSURER C: The Travelers Indemnity Company	25658
	INSURER D: State Compensation Insurance Fund of California	35076
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	BKO55732119	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAW55732119	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-6S455728	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	9039626-2022	1/1/2022	1/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			BKO55732119	10/1/2021	10/1/2022	Limit 500,000
A	Leased/Rented Equip			BKO55732119	10/1/2021	10/1/2022	Limit 100,000

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

Re: First Street Rain Garden Project No. 014-9722 and FCP 649-21

City of Lafayette, Contra Costa County, Contra Costa County Flood Control and Water Conservation District, their employees, officers, and agents, named as additional insureds.

CERTIFICATE HOLDER

CANCELLATION

Contra Costa County and Contra Costa County Flood Control and Water Conservation District 255 Glacier Dr Martinez, CA 94553	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 <i>Prabhat Kaur</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Asero Insurance Services		NAMED INSURED GradeTech, Inc. Chris Jordan-510-733-0390 P.O. Box 1728 San Ramon, CA 94583	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL REMARKS:

General Liability Additional Insured as required by written contract per form CG 88 10 04 13 and CG 20 37 04 13

General Liability Primary & Non-Contributory & General Liability Waiver of Subrogation, as required by written contract per form CG 88 10 04 13

Commercial Auto Liability Additional Insured / Waiver of Subrogation as required by written contract per form CA 88 10 01 13

Workers' Compensation Waiver of Subrogation as required by written contract per form 10217 (07-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **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" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.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, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured 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 the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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 Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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.

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

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(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 a 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. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by 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.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

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" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Blanket Additional Insured agreed
written contract, agreement, permit
10250 Crow Canyon Rd

Castro Valley, CA 94552

Location And Description Of Completed Operations

Work described in writing in the contract,
agreement or permit.

Location(s) at which You performed work described
in written contract, agreement or permit.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	19
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SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
 - (1) Is a partnership or joint venture; or
 - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
 - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, **Coverage Extensions**, **2.a. Supplementary Payments**, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

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REP 31
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PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2021 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2022 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

GRADETECH INC.
PO BOX 1728
SAN RAMON, CA 94583

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: **DECEMBER 28, 2020**

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP 31
9039626-22
RENEWAL
NA
4-23-08-76
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JANUARY 1, 2022 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
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TIME INDICATED AT
PACIFIC STANDARD TIME

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ORGANIZATION NAMED IN THE SCHEDULE.

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TO OBTAIN THIS AGREEMENT FROM US.

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2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

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OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO