

CITY OF PETALUMA, CALIFORNIA

MEMORANDUM

*Public Works & Utilities Department | 202 N. McDowell Blvd., Petaluma, CA 94954
(707) 778-4546 Fax (707) 206-6034 E-mail: publicworks@ci.petaluma.ca.us*

DATE: 1/31/2023

TO: Christopher J. Bolt, MPA, PE, ICMA-CM, Public Works & Utilities Director
Corey Garberolio, Finance Director
Leslie Manning, Accounting Assistant II
Isabel Craft, Accountant Analyst
Peggy Flynn, City Manager

FROM: Josh Minshall, Senior Civil Engineer  
Jonathan Sanglerat, Engineering/CIP Manager

SUBJECT: Purchase Requisition for Emergency Pumping at the Ellis Creek Outfall

Vendor: Team Ghilotti Inc.

Project Account Code: C66501838

Amount of Purchase

Requisition: Not to exceed \$126,579.00

Description of Products

and or Services: Rental of two emergency bypass pumps, associated piping, setup, and monthly rental costs. The pumps were set up under emergency conditions and will remain until removal is requested by Ellis Creek Operations and priced to include rental costs through April 2023. Pricing is based on time & materials, not to exceed the purchase requisition.

Bidding steps: Sole Source (attached) Resolution (attached) Bids (attached)
N/A – Emergency Response

Terms: 120 days

Requested by: Josh Minshall and Jonathan Sanglerat
(Please send copy to above)

Purchase Requisition list reviewed: yes – by _____
(Included on back)

Routing: Normal Please Expedite – Need by _____



CITY OF PETALUMA / PROCUREMENT REQUEST (FOR URGENT AND EMERGENCY SERVICES)

DEPARTMENT: Public Works & Utilities	DEPARTMENT NO.:	SHIP TO: 202 N. McDowell Blvd.	P.O. NUMBER:
REQUESTED BY: Josh Minshall	TODAYS DATE: 1/23/2023	Petaluma, CA, 94952	
TELEPHONE # 707-776-3785	DATE REQUIRED: ASAP	TERMS:	DATE:
SUGGESTED SOURCE: C66501838 –Outfall Replacement		VENDOR ID: Team Ghilotti, Inc.	
NOTES: This PO is for emergency pumping to bypass the existing Outfall discharge pipe. Bypass pumping will extract from JB2 and discharge at temporary spillway set up at discharge point No2		CONTACT NAME: Joe Moreira	
One pump was set up on 1/11/23 and a second was added on 1/26/23. See attached documents for pump 1 quote and pump 2 quote.		REQUIRED TELEPHONE #: 707-763-8700	
		REQUIRED FAX #:707-763-8711	

“Please include required vendor quotes”

ITEMS TO BE ORDERED (ALL ITEMS TO BE PRICED- REQUIRED)

LINE	SERVICE DESCRIPTION:	QTY	UNITS	Unit Price	PRICE
1	Equipment: Pump 1 = 12” pump, associated piping, installation, piping, associated spillway stabilization, pump technician/operational training, mobilization, and demobilization. 1-month rental included. {Requested 1/4/23, installed 1/11/23}	1	T&M NTE		\$31,572.00
2	Equipment: Pump 2 = 12” pump, associated piping, installation, piping, associated spillway stabilization, mobilization, and demobilization. 1-month rental inc. {Demobilization may be reduced if both pumps are removed simultaneously}	1	T&M NTE		\$31,079.00
3	Intake pipe relocation	1	T&M NTE		\$1,912.00
4	Monthly Pump Rental, per City request (ea. pump)	Up to 6	Mon. NTE	\$10,336.00	\$62,016.00
FUNDING SOURCE & BUDGET ACCOUNT:				SUBTOTAL	\$126,579.00
C66501838 16				SHIPPING(NA)	NA
				TAX(NA)	NA
				TOTAL COST	\$126,579.00

>>>>> APPROVALS <<<<<<

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES REQUESTED HEREON ARE NECESSARY FOR USE IN THIS DEPARTMENT AND THAT FUNDS ARE AVAILABLE TO COVER COST OF SAME.

DEPARTMENT AUTHORIZED SIGNATURE :

<input checked="" type="checkbox"/> FINANCE DIRECTOR <small>DocuSigned by:</small> 	<input checked="" type="checkbox"/> CITY MANAGER <small>DocuSigned by:</small> 	<input checked="" type="checkbox"/> PURCHASING OFFICER <small>DocuSigned by:</small>
DATE: 2/2/2023	DATE: 2/2/2023	DATE: 2/1/2023

Petaluma Purchase Order General Terms and Conditions

These terms and conditions govern the Vendor's delivery of Products and/or Services described on this Order.

1. Time of Performance. The Products and/or Services must be delivered by the Delivery Date specified on this Order. If this Order is for Services, performance of the Services must commence by the Commencement of Services date specified on this Order. Time is of the essence.

2. Warranty and Title. Vendor warrants that: (A) All Products and Services are as described on this Order, of good quality and free from defects; (B) All Products delivered are merchantable; (C) Vendor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Vendor's delivery of the Products and/or Services will be in strict conformity with all applicable local, state, and federal laws.

3. Precedence, Integration and Binding Effect. If any portion of these terms and conditions conflicts with any information on the face of this Order, the information on the face of this Order will govern. This Order contains the entire agreement between the Vendor and the City concerning the Products and/or Services described on this Order. This Order supersedes all prior agreements concerning such Products and/or Services. This Order may only be modified in writing signed by authorized representatives of the Vendor and City. This Order is binding on the Vendor, the City, and their successors and assigns.

4. Payment. The City will pay Vendor invoices for Products and/or Services actually delivered in accordance with this Order. To be eligible for payment, Vendor invoices must itemize the Products and/or Services delivered and the corresponding prices in accordance with this Order. Payment of Vendor invoices does not constitute acceptance of Products and/or Services delivered. Prices of Products and/or Services delivered that are not in accordance with this Order are subject to adjustment. In no event will the prices of Products and/or Services delivered exceed that specified on this Order.

5. Independent Contractor. Vendor is an independent contractor and not an employee of the City.

6. Indemnity and Insurance. Vendor agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including but not limited to attorneys' costs) of every nature arising out of or in connection with the delivery of the Products and/or performance of the Services described on this Order or Vendor's failure to comply with any of its obligations pursuant to this Order. However, to the extent this Order is a construction contract as defined in California Civil Code section 2783, as amended from time to time, Vendor's duty to indemnify pursuant to this Order shall not apply when to do so would be prohibited by California Civil Code section 2782. Vendor certifies that Vendor is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the California Labor Code. Vendor will comply with such provisions before delivering the Products and/or Services described on this Order.

7. Termination for Cause. In addition to all other legal and equitable rights of the City, the City may terminate this Order for cause upon any failure by Vendor to fulfill its obligations under this Order. Such termination for cause will be by written notice to the Vendor specifying the Products and/or Services not in accordance with this Order. Upon such notice to the Vendor, the City may purchase Products and/or Services to Substitute for those not delivered in accordance with this Order. The City may, at its option, either: (A) deduct the amount by which the cost of such substitute Products and/or Services exceeds the prices specified on this Order from monies due or that may become due the Vendor, or (B) invoice the Vendor for such amount. Any invoice submitted to the Vendor under this provision will be due upon receipt.

8. Termination for Convenience. The City may terminate this Order for convenience upon notice to the Vendor. If the City terminates this Order for convenience, the City will pay the Vendor for Products and/or Services delivered in accordance with this Order prior to the date of termination. The City will also pay the Vendor for Products and/or Services that Vendor cannot cancel as of the date of termination, so long as such Products and/or Services are delivered in accordance with this Order.

9. Assignment, Governing Law. The Vendor may not assign any of Vendor's obligations under this Order without the City's prior written approval. Any purported assignment without such approval will be void. This Order is governed by California law.

10. Prevailing Wages. This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit ___, which is attached to and made part of this Agreement.

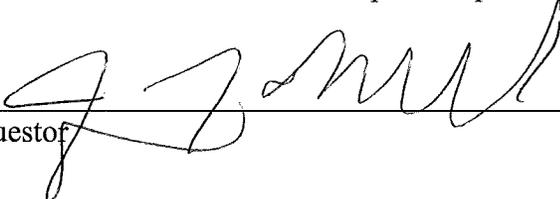
**CITY OF PETALUMA, CALIFORNIA
PROCUREMENT
SOLE SOURCE JUSTIFICATION**

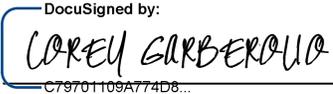
DATE: 01/31/23 DEPARTMENT: PW&U
CONTACT: Josh Minshall TELEPHONE: (707) 776-3785
VENDOR: Team Ghilotti, Inc. TELEPHONE: (707) 763-8700

**JUSTIFICATION
(Initial all entries that apply)**

- 1. Amount of purchase does not exceed current dollar amount required for formal bidding.
- 2. Vendor is the original equipment manufacturer; there are no regional distributors.
- 3. The parts/equipment are not interchangeable with similar parts of another manufacturer.
- 4. This is the only equipment that meets the specialized needs of the department and performs the intended function.
- 5. Detailed justification is available which establishes beyond doubt that the Vendor in the only source practicably available to provide the items or service required.
- 6. **Non-competitive proposal – it is a public emergency**

I recommend that competitive procurement be waived, and that the equipment and/or supplies on the attached Procurement Request be purchased as a Sole Source.

Signed:  Date: 1/31/2023
Requestor

Approvals:
Purchasing Officer:  Date: 2/2/2023
C79701109A774D6...

REVISION 1

Bid Date: 1/04/2023

Time: 4:00PM

**Proposal for:
Ellis Creek Treatment Plant-Emergency Culver Replacement**

from

Team Ghilotti, Inc.

2531 Petaluma Blvd South, Petaluma, CA 94952

(707) 763-8700

License: 895384 Type: A - General Engineering

City Of Petaluma

Item	Description	Quantity	Unit	Unit Price	Total Price
PUMP RENTAL Pump Delivery/Setup & Takedown @ Outfall					
01	Mobilization	1.00	LS	3,236.00	3,236.00
02	Pump Rental-Excluding Fuel	1.00	MTH	10,336.00	10,336.00
03	Pump Setup & Takedown	2.00	DAYS	7,627.00	15,254.00
04	Fusion Machine Rental & Misc Material	1.00	LS	2,253.00	2,253.00
05	Pump Tech Training-4 Hr Budget	1.00	LS	493.00	493.00
				Total:	31,572.00

Total For Pump Delivery/Setup & Takedown @
Outfall

31,572.00

Total: 31,572.00

√ = Locked Bid-Item

! = Zero Total Price

1/10/2023 4:13 pm

Estimator: Sean D

1/10/2023
4:14PM

Team Ghilotti, Inc.
Item Cost Detail

Ellis Creek Treatment Plant-Emergency Culver Replacement

Group: PUMP RENTAL Pump Delivery/Setup & Takedown @ Outfall

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost		
01	Mobilization	1.00	LS	2,335.8000	2,335.80		
Prod. per Day: 0.67		Day Lgth: 8.00	Hrs Req: 12.00	Lbr Typ: Standard	Man. Hrs.: 12.00		
Work. Comp.: 6220-1		6.00%	Days Req: 1.50	Prod./Man Hr:	0.083333		
Work Type:							
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:		937.08	1,398.72				
Total Cost:		937.08	1,398.72				

Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
E Lowboy Truck	STD	1.00 / 1.50	DAY	932.4800	1,398.72
L Teamster	OE1LA	1.00 / 1.50	DAY	624.7200	937.08

1/10/2023
4:14PM

Team Ghilotti, Inc.
Item Cost Detail

Ellis Creek Treatment Plant-Emergency Culver Replacement

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost		
02	Pump Rental-Excluding Fuel	1.00	MTH	8,747.0700	8,747.07		
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	8,747.07						
Total Cost:	8,747.07						
01	Rental	1.00	MTH	8,747.0700	8,747.07		
Prod. per Day:	Day Lgth: 8.00	Hrs Req:	Lbr Typ: Standard	Man. Hrs.:			
Work. Comp.: 6220-1	6.00%	Days Req:		Prod./Man Hr:	0.000000		
Work Type:							
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	8,747.07						
Total Cost:	8,747.07						

Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
M Pipe Material, Item 2	OE1LA	1.00	EA	7,495.9250	7,495.92
M Miscellaneous Connection Fittings	OE1LA	3.00	LS	417.0500	1,251.15

1/10/2023
4:14PM

Team Ghilotti, Inc.
Item Cost Detail

Ellis Creek Treatment Plant-Emergency Culver Replacement

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost		
03	Pump Setup & Takedown	2.00	DAYS	5,614.5000	11,229.00		
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:		3,571.30	2,043.20				
Total Cost:		7,142.60	4,086.40				
01	Crew	2.00	DAYS	5,614.5000	11,229.00		
Prod. per Day: 1.00	Day Lgth:10.00	Hrs Req: 20.00	Lbr Typ: Standard	Man. Hrs.: 80.00			
Work. Comp.: 6220-1	6.00%	Days Req: 2.00	Prod./Man Hr: 0.025000				
Work Type:							
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:		3,571.30	2,043.20				
Total Cost:		7,142.60	4,086.40				

Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
E Foreman's Truck	STD	1.00 / 2.00	DAY	544.5000	1,089.00
L Operator Foreman	OE1LA	1.00 / 2.00	DAY	1,063.2000	2,126.40
L General Labor	OE1LA	2.00 / 2.00	DAY	736.2000	2,944.80
E F-450 Flatbed	STD	1.00 / 2.00	DAY	572.1000	1,144.20
E Cat 928Gz Loader	STD	1.00 / 2.00	DAY	926.6000	1,853.20
L Operator, Group 3 (Loader)	OE1LA	1.00 / 2.00	DAY	1,035.7000	2,071.40

1/10/2023
4:14PM

Team Ghilotti, Inc.
Item Cost Detail

Ellis Creek Treatment Plant-Emergency Culver Replacement

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost		
04	Fusion Machine Rental & Misc Material	1.00	LS	1,833.0600	1,833.06		
Prod. per Day: 2.00 Day Lgth: 8.00 Hrs Req: 4.00 Lbr Typ: Standard Man. Hrs.: 4.00 Work. Comp.: 6220-1 6.00% Days Req: 0.50 Prod./Man Hr: 0.250000 Work Type:							
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:	625.58	278.64	228.84	700.00			
Total Cost:	625.58	278.64	228.84	700.00			

Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
O Sdr Fushion Welder	OE1LA	1.00 / 1.00	DAY	700.0000	700.00
L General Labor	OE1LA	1.00 / 0.50	DAY	557.2800	278.64
E F-450 Flatbed	STD	1.00 / 0.50	DAY	457.6800	228.84
M Miscellaneous Connection Fittings	STD		1.50 LS	417.0500	625.58

1/10/2023
4:14PM

Team Ghilotti, Inc.
Item Cost Detail

Ellis Creek Treatment Plant-Emergency Culver Replacement

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost
05	Pump Tech Training-4 Hr Budget	1.00	LS	417.0500	417.05
	<u>Material</u> <u>Labor</u> <u>Equipment</u> <u>Other</u> <u>Subcontractor</u> <u>Plug</u> <u>Truck</u>				
	Unit Cost: 417.05				
	Total Cost: 417.05				
01	Tech	4.00	HRS	104.2625	417.05
	Prod. per Day: Day Lgth: 8.00 Hrs Req: Lbr Typ: Standard Man. Hrs.: Work. Comp.: 6220-1 6.00% Days Req: Prod./Man Hr: 0.000000 Work Type:				
	<u>Material</u> <u>Labor</u> <u>Equipment</u> <u>Other</u> <u>Subcontractor</u> <u>Plug</u> <u>Truck</u>				
	Unit Cost: 104.26				
	Total Cost: 417.05				
Description	Area	Quantity/Days	UM	Unit Cost	Total Cost
M Miscellaneous Connection Fittings	STD	1.00	LS	417.0500	417.05

Page 1 of 1
REVISION 4

Bid Date: 1/04/2023
 Time: 4:00PM

Proposal for:
Ellis Creek Treatment Plant-Emergency Culver Replacement
 from
Team Ghilotti, Inc.
 2531 Petaluma Blvd South, Petaluma, CA 94952
 (707) 763-8700
 License: 895384 Type: A - General Engineering

City Of Petaluma

Item	Description	Quantity	Unit	Unit Price	Total Price
PR#2	Pump Rental/Setup & Takedown #2 @ Outfall				
01	Mobilization	1.00	LS	3,236.00	3,236.00
02	Pump Rental-Excluding Fuel	1.00	MTH	10,336.00	10,336.00
03	Pump Setup & Takedown	2.00	DAYS	7,627.00	15,254.00
04	Fusion Machine Rental & Misc Material	1.00	LS	2,253.00	2,253.00
				Total:	<u>31,079.00</u>

Total For Pump Rental/Setup & Takedown #2 @
 Outfall 31,079.00

Total: 31,079.00

√ = Locked Bid-Item

! = Zero Total Price

1/23/2023 10:58 am

Estimator: Sean D

Page 1 of 1

REVISION 5

Bid Date: 1/04/2023

Time: 4:00PM

**Proposal for:
Ellis Creek Treatment Plant-Emergency Culver Replacement**

from

Team Ghilotti, Inc.

2531 Petaluma Blvd South, Petaluma, CA 94952

(707) 763-8700

License: 895384 Type: A - General Engineering

City Of Petaluma

Item	Description	Quantity	Unit	Unit Price	Total Price
PR#1	Pump Intake @ #1-Relocation				
01	Crew-Relocate Intake Pipe	1.00	LS	1,912.00	1,912.00
				Total:	<u>1,912.00</u>
Total For Pump Intake @ #1-Relocation					1,912.00
					Total: <u><u>1,912.00</u></u>

√ = Locked Bid-Item

! = Zero Total Price

1/26/2023 11:10 am

Estimator: Sean D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2023

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 Newfront Insurance Services 777 Mariners Island Blvd, Suite 250 San Mateo, CA 94404 www.newfront.com 0H55918	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Certificate Team</td> </tr> <tr> <td>PHONE (A/C No. Ext): 650-488-8565</td> <td>FAX (A/C No): 650-488-8566</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Techcertrequest@theabdteam.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Executive Risk Indemnity Inc</td> <td style="text-align: right;">NAIC # 35181</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td style="text-align: right;">20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D: Great American E & S Insurance Company</td> <td style="text-align: right;">37532</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Certificate Team		PHONE (A/C No. Ext): 650-488-8565	FAX (A/C No): 650-488-8566	E-MAIL ADDRESS: Techcertrequest@theabdteam.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Executive Risk Indemnity Inc	NAIC # 35181	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D: Great American E & S Insurance Company	37532	INSURER E:		INSURER F:	
CONTACT NAME: Certificate Team																					
PHONE (A/C No. Ext): 650-488-8565	FAX (A/C No): 650-488-8566																				
E-MAIL ADDRESS: Techcertrequest@theabdteam.com																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A: Executive Risk Indemnity Inc	NAIC # 35181																				
INSURER B: Federal Insurance Company	20281																				
INSURER C:																					
INSURER D: Great American E & S Insurance Company	37532																				
INSURER E:																					
INSURER F:																					
INSURED Team Ghilotti, Inc. 2531 Petaluma Blvd., South Petaluma CA 94952																					

COVERAGES CERTIFICATE NUMBER: 72439191 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	54309508	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 Deductible \$ 10,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$3,000 Comp/Coll Deductible	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	54309507	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	54309509	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			PCM E497001 03	10/1/2022	10/1/2023	\$5,000,000 Occ / \$5,000,000 Aggregate

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

RE: TGI Job# 1383 - Ellis Creek Treatment Plant - Emergency Outfall Pump.
 The City of Petaluma, its officers, officials, employees, agents and volunteers are named additional insured as respects to general and auto liability on a primary and non-contributory basis, as required by written contract. Per project aggregate applies. Waiver of subrogation applies to general & auto liability and workers compensation, as required by written contract. 30 day notice of cancellation - 10 day notice for non-payment of premium. Endorsements attached.

CERTIFICATE HOLDER

RE: TGI Job# 1383 - Ellis Creek Treatment Plant - Emergency Outfall Pump

 City of Petaluma
 11 English Street, Room 4
 Petaluma CA 94952

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Scott Gaddy

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 54309508

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "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.

- C. 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;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 54309508

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

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)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
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.

POLICY NUMBER: 54309508

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

WHERE REQUIRED BY WRITTEN CONTRACT

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

POLICY NUMBER: 54309508

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Construction Project(s):</p> <p>ALL OF YOUR DESIGNATED CONSTRUCTION PROJECTS WHERE REQUIRED BY CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** 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 a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under 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 Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 Designated Construction Project General Aggregate Limit.



- B.** 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 designated construction project shown in the Schedule above:

 - 1.** 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
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** 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 Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project 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.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NO. 54309508

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:
 - a. Copyrighted "advertisement"; or
 - b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or "waste".
4. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease;

POLICY NUMBER: 54309508

COMMERCIAL GENERAL LIABILITY
10-02-2494 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement modifies the following:

COMMON POLICY CONDITIONS

SCHEDULE

Name(s) and Address(es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH US.

The following Condition is added:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule ~~Ten~~ **Thirty** (30) days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule ~~Ten~~ (10) days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

10-02-2494 (Ed. 7-15)

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

Page 1 of 1

54309507

COMMERCIAL AUTOMOBILE**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. 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 under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

Form: 16-02-0292 (Rev. 11-16)

Page 1 of 3

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

54309507

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

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

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

1. The amount paid under the Physical Damage Coverage Section of the policy; 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.

We will pay for any unpaid amount due on the loan or lease if caused by:

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

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Form: 16-02-0292 (Rev. 11-16)

Page 2 of 3

"Includes copyrighted material of Insurance Services Office, Inc. with its permission"

54309507

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should 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 or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

POLICY NUMBER:54309507

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Team Ghilotti, Inc.</p> <p>Endorsement Effective Date: 10/01/2022</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): As required by written contract.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

POLICY NUMBER: 54309507

COMMERCIAL AUTO
16-02-0322 (Ed. 11-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

This endorsement modifies the following:

COMMON POLICY CONDITIONS

SCHEDULE

Name(s) and Address(es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE WITH US.

The following Condition is added:

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule 30 days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule 10 days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

Workers' Compensation and Employers' Liability Policy

Named Insured Team Ghilotti, Inc.	Endorsement Number
	Policy Number 54309509 Symbol: Number:
Policy Period TO 10/01/2023	Effective Date of Endorsement 10/01/2022
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California 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.

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

Schedule

1. () Specific Waiver
Name of person or organization:

- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: WHERE REQUIRED BY WRITTEN CONTRACT

3. Premium: n/a

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

4. Minimum Premium: n/a

Jennifer Knight

Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 62

NOTICE OF CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS

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

This endorsement effective on 10/01/2022 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. 54309509 of the Federal Insurance Company
(NAME OF INSURANCE COMPANY)

Issued to
Team Ghilotti, Inc.



Authorized Representative

The following Condition is added to **PART SIX - CONDITIONS:**

Notice Of Cancellation Or Non-Renewal To Specified Persons Or Organizations

1. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to any Person(s) or Organization(s) shown in the Schedule
THIRTY 30 days prior to the effective date of cancellation or non-renewal.
2. If we cancel this policy for non-payment, we will deliver notice of the cancellation to any Person(s) or Organization(s) shown in the Schedule TEN 10 days prior to the effective date of cancellation.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Any failure by us to notify such person(s) or organization(s) will not invalidate such cancellation or non-renewal with respect to any other person(s) or organization(s).

SCHEDULE

Name (s) and Address (es):

ALL PERSONS OR ORGANIZATIONS AS ON FILE
WITH US.