

## EAST BAY REGIONAL PARK DISTRICT STANDARD CONTRACT FOR SERVICES (Over \$10,000)

Department: Fire Department	
Contact's E-mail	
Description of Services: To provide grazing services on Park District fuel breaks per the specifications outlined in the attached Request for Proposal and the attached bid/proposal.	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Agreement are the East Bay Regional Park District ("District") and the following named Contractor:

Company  
Street  
City, S  
Contact  
Phone:



2. Term.  
termin

3. Scope of Contract

a. During the term of this Agreement, Contractor will provide all labor, materials, tools, equipment and services as documented in **Attachment A, Scope of Work**, attached hereto and made a part hereof. Contractor's work will be scheduled and performed to meet agreed-upon deadlines. Time is of the essence in performance of this Agreement.

b. Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will be the point of contact with District, make any presentations, attend any public hearings and supervise all services under this Agreement will be Andree Soares.

c. District will be responsible for performances described in **Attachment B, District's Obligations** (unless addressed in Attachment A), attached hereto and made a part hereof. The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification will be the District Contact identified above.

4. Payment

a. Compensation: District will compensate Contractor for services as set forth in the rate schedule documented in **Attachment C, Rate Schedule** (unless addressed in Attachment A)

attached hereto and made a part hereof. District's total payments to Contractor under this Agreement will not exceed \$ 1,370,540.00 ("Payment Limit") for all services rendered and all reimbursable expenses. District will not pay for services that exceed the Payment Limit unless District has approved a contract amendment in advance. All reimbursable expenses incurred as part of this Agreement will be reimbursed at actual cost, and no expenses will be advanced by District.

b. Time of Payment: Contractor will submit his/her compensable hours and reimbursable expenses monthly, and District will make payments on the approved reimbursable expenses within forty-five (45) days, provided that the amount paid Contractor will not exceed that percentage of the Payment Limit which equals the percentage of Contractor's work completed at the time.

5. Insurance Requirements.

Contractor will have and maintain the policies set forth in the **Attachment D, Insurance Requirements**, attached hereto and incorporated herein by reference. **Contractor must provide all insurance coverage, certificates and endorsements required by this Agreement before the District will execute this Agreement. The insurance coverage must be kept current during the term of this Agreement for payments to continue to be authorized.** All policies, endorsements, certificates, and/or binders will be subject to approval by District as to form and content. These requirements are subject to amendment or waiver only if approved in writing by District. A lapse in any required insurance coverage during this Agreement will be a breach of this Agreement.

6. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services under this Agreement, Contractor will be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and will retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Contractor will be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and will be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

7. Brokers and Agents

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Agreement. Contractor will indemnify, defend, protect and hold harmless District, its directors, officers and employees from such claims.

## 8. Compliance with Laws

Contractor will comply with all federal, state and local laws and regulations applicable to his/her work hereunder. Contractor will use his/her professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate government agency(s) and authorities having jurisdiction over the project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of project. Where applicable, Contractor will comply with all mitigation measures identified in the project's environmental review documents.

## 9. Certification of Eligibility

By signing this Agreement, Contractor certifies that Contractor and any subcontractors are not listed as ineligible on the System for Award Management (SAM), a GSA administered website (<http://www.sam.gov>).

## 10. Termination of Agreement for Convenience

District may terminate the whole or any part of this Agreement for convenience and without cause at any time. In such event, District will give written notice of such termination. In the event of such termination, Contractor will have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor will present to District a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time will not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, will be payable by District within thirty (30) days following submission of a final statement by Contractor.

## 11. Nondiscrimination

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or qualified applicant for employment on the basis of any legally protected classification including but not limited to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, or sexual orientation. Contractor and any subcontractors agree to comply with all nondiscrimination requirements for public contracting under State and Federal law. Contractor and Contractor's subcontractors will take affirmative steps to ensure that qualified applicants are employed and that employees are treated during employment without regard to their sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation or any other legally protected classification. This equal treatment will apply but not be limited to, the following: upgrade, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, gender identity, creed, color, ancestry, religion, national origin, ethnic group identification, age, disability, medical condition, genetic information, marital status, sexual orientation, or any other legally protected classification.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause.

## 12. Labor Code/Prevailing Wages.

To the extent applicable, Contractor and Contractor's subcontractors will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation, and payment of prevailing wages as determined by the Director of California Department of Industrial Relations. Contractor will defend, indemnify and hold harmless the District for any costs, claims and expenses arising from the failure of Contractor or Contractor's subcontractors to pay applicable prevailing wage rates.

## 13. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor, unless the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees.

b. District will have no responsibility to safeguard the equipment and property of Contractor or any of his/her subcontractors. District will have no responsibility to safeguard or protect the Contractor, or his/her employees, agents, officers, directors, or any of his/her subcontractors from bodily or personal injury (including death).

c. In the event a claim is made against District or District is named a co-defendant in any action encompassed by paragraph 7(a) above, Contractor will immediately notify District of such fact, and at District's option will either retain legal counsel reasonably acceptable to District to represent District in such action at Contractor's sole expense or reimburse District for District's litigation costs, expenses and attorneys' fees in undertaking to represent itself.

d. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

e. The provisions of this section will survive the termination or expiration of this Agreement.

#### 14. Default

If Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement and Contractor's services thereunder, or
- c. Perform the obligations of the Contractor, whereupon Contractor will, on District's demand, reimburse District for any amounts paid, expenses, and/or damages incurred by District in the performance of such obligations, including District's increased cost in performing the work (if any), together with interest at the maximum rate allowed by law. District at its option may deduct any sum due to District from sums to be paid by District to Contractor.

The above remedies are in addition to any other remedies at law or equity District may have. Contractor will pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

#### 15. Assignment

Contractor will not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District, and any attempt to assign or transfer without such prior written consent will be void. Consent to any single assignment or transfer will not constitute consent to any further assignment or transfer.

#### 16. Contractors Books and Record/Audit

Contractor and Contractor's subconsultants, if any, will maintain any and all ledgers, books of account, invoices, vouchers, and any other records or documents pertaining to charges for services, expenditures and disbursements to District under this Agreement for a minimum of three (3) years, or such longer period required by law, from the date of final payment to Contractor by District. Any records or documents required to be maintained under this section will be made available to District for inspection and copying upon request. In accordance with California Government Code Section 8546.7, this Agreement and the Consultant's books and records related to this Agreement will be subject to the examination and audit of the State

Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

17. Advice of Counsel/Attorneys' Fees

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel. A presumption or rule that ambiguity be construed against the drafting party will not apply to the interpretation or enforcement of this Agreement.

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party will be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

18. Notices

If either party desires or is required to give notice to the other, such notice will be given in writing, and will be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

DISTRICT: [Redacted] k District  
[Redacted] mpson  
[Redacted]  
[Redacted] rks.org  
[Redacted], Inc.  
[Redacted]  
[Redacted]  
[Redacted]

[Redacted] Law

This Agreement will be construed and interpreted in accordance with the laws of the State of California. If either party brings any action, such action will be venued exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

20. Conflicts of Interest.

Contractor declares that Contractor has no interest and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services hereunder. Contractor further declares that in the performance of this Agreement no subcontractor or person having such interest will be employed. No officer or

employee of the District with responsibility for review, approval or carrying out of the work to be performed will be hired by Contractor during the term of this Agreement.

21. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Attachments to this Agreement (Except for Attachment D, Insurance Requirements) conflict, directly or indirectly, with paragraphs 1 through 24 of the Agreement or Attachment D, the provisions of paragraphs 1 through 24 of the Agreement and Attachment D will control.

22. Severability

The unenforceability, invalidity or illegality of any provision will not render the other provisions unenforceable, invalid or illegal.

23. No Waiver

The waiver of any breach of a term or requirement of this Agreement does not constitute a waiver of any other breach of that term or requirement or any other term or requirement of this Agreement.

24. Counterparts

This Agreement may be executed in counterparts, manually and/or electronically, and/or by fax, and/or by scan and email, and all so executed will constitute one agreement which will be binding upon all parties hereto, notwithstanding that the signatures of all parties do not appear on the same page. A facsimile signature, electronic signature, and/or scanned and emailed signature will be binding upon any party as though it were an original.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, as of the day, month and year first herein above written.

EAST BAY REGIONAL DISTRICT:

CONTRACTOR:

By:

By:

\_\_\_\_\_  
AGM (up to \$25,000) or GM (over \$25,000)

\_\_\_\_\_

Title:

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

ATTACHMENTS:

- Scope of Work            Attachment A
- Payment Provisions    Attachment B
- Notice Provisions      Attachment C
- Insurance Requirements Attachment D



# ATTACHMENT A

## SCOPE OF WORK

<b>CASTRO RANCH GRAZING UNIT</b>					
<b>GRAZING AREA</b>	<b>PARK NAME</b>	<b>RTA</b>	<b>ACRES</b>	<b>COLUMN A COMPLETION DATE</b>	<b>COLUMN B BID AMOUNT</b>
Winslow	Carquinez Strait	No RTA	6	July 20	\$5,658
Valley View	Wildcat Canyon	WC001	4.4	July 20	\$4,149
Trailside Dr	Wildcat Canyon	No RTA	14.38	July 20	\$13,561
Coach Dr	Sobrante Ridge	SO002	17.07	July 20	\$16,098
Patra Dr	Kennedy Grove	KG001, KG004	5.47	July 20	\$5,158
TOTAL FOR CASTRO RANCH GRAZING UNIT					\$44,624

<b>ALVARADO GRAZING UNIT</b>					
<b>GRAZING AREA</b>	<b>PARK NAME</b>	<b>RTA</b>	<b>ACRES</b>	<b>COLUMN A COMPLETION DATE</b>	<b>COLUMN B BID AMOUNT</b>
Park Avenue	Wildcat Canyon	WC005, WC006	21.57	July 20	\$19,910
Monte Cresta	Wildcat Canyon	WC003, WC004	6.26	July 20	\$5,778
La Colina	Wildcat Canyon	WC002	3.99	July 20	\$3,683
TOTAL FOR ALVARADO GRAZING UNIT					\$29,371

<b>SIBLEY GRAZING UNIT</b>					
<b>GRAZING AREA</b>	<b>PARK NAME</b>	<b>RTA</b>	<b>ACRES</b>	<b>COLUMN A COMPLETION DATE</b>	<b>COLUMN B BID AMOUNT</b>
Grizzly Peak Estates	Sibley	CC012,SR001	7.3	July 30	\$10,534
Thorndale	Sibley	SR002a,SR002b	12.01	July 30	\$17,331
Skyline - Grizzly	Sibley	SR005	7	July 30	\$10,101
Sibley Island	Sibley	SR003	15.39	July 30	\$22,208
North Sibley Island	Sibley	SR004	5.63	July 30	\$8,124
TOTAL FOR SIBLEY GRAZING UNIT					\$68,298



<b>TILDEN GRAZING UNIT</b>					
<b>GRAZING AREA</b>	<b>PARK NAME</b>	<b>RTA</b>	<b>ACRES</b>	<b>COLUMN A COMPLETION DATE</b>	<b>COLUMN B BID AMOUNT</b>
Panoramic Way	Claremont Canyon	CC003	14.2	July 1	\$13,107
Gwin Canyon – Norfolk	Claremont Canyon	CC009	12.5	July 1	\$11,538
Dwight Way	Claremont Canyon	CC002	5.8	July 1	\$5,353
Frowning Ridge / Tilden Corp Yard	Tilden	TI015	8.55	July 1	\$7,892
Stonewall Rd	Claremont Canyon	CC001	7.0	July 1	\$6,461
Gelston St.	Claremont Canyon	CC004, CC008, CC010	8.73	July 1	\$8,058
Cannon Dr	Tilden	TI006	9.71	July 1	\$8,962
Central Park and Wildcat Canyon	Tilden	TI009, I010, TI011, TI020	44.2	July 1	\$40,799
Golf Course	Tilden	TI012	15.6	July 1	\$14,399
Grizzly Flat	Tilden	TI012, TI013	22.4	July 1	\$20,676
Mineral Springs	Tilden	TI004	23.3	July 1	\$21,507
Purdue Meadow	Wildcat Canyon	WC011	22	July 1	\$20,307
TOTAL FOR TILDEN GRAZING UNIT					\$179,059

<b>MILLER KNOX GRAZING UNIT</b>					
<b>GRAZING AREA</b>	<b>PARK NAME</b>	<b>RTA</b>	<b>ACRES</b>	<b>COLUMN A COMPLETION DATE</b>	<b>COLUMN B BID AMOUNT</b>
Crest Ave	Miller Knox	MK001, MK002, MK003	12.51	August 15	\$11,234
False Gun	Miller Knox	MK005	11.19	August 15	\$10,049
TOTAL FOR MILLER KNOX GRAZING UNIT					\$21,283

**\*REQUIRED COMPLETION DATES, SET BY DISTRICT**

**ATTACHMENT B**  
**DISTRICT'S OBLIGATIONS**

[DESCRIBE THE DISTRICT'S OBLIGATIONS BELOW. IF THE DISTRICT HAS NO OBLIGATIONS OTHER THAN PAYMENT, OR THE DISTRICT'S OBLIGATIONS ARE ADDRESSED IN ATTACHMENT A (SCOPE OF WORK), PLEASE WRITE "N/A" OR "NOT APPLICABLE" BELOW.]

**ATTACHMENT C**  
**RATE SCHEDULE**

[DESCRIBE THE RATE SCHEDULE BELOW. IF ADDRESSED IN ATTACHMENT A (SCOPE OF WORK), OR IF THIS IS A LUMP SUM OR FIXED FEE CONTRACT, PLEASE WRITE “N/A” OR “NOT APPLICABLE” BELOW.]

# ATTACHMENT D

## INSURANCE REQUIREMENTS

Contractor will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his/her agents, representatives, employees or subcontractors.

### I. MINIMUM SCOPE OF INSURANCE

Coverage will be at least as broad as:

**A. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.

**B. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**C. Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the contractor.

### II. OTHER INSURANCE REQUIREMENTS

**A. The insurance policies are to contain, or be endorsed to contain, the following provisions:**

#### I. Additional Insured Status

**The District, its officers, directors, officials, agents, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

## **2. Primary Coverage**

For any claims related to this contract, the **Contractor's insurance coverage will be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, agents, employees, or volunteers will be excess of the Contractor's insurance and will not contribute with it.

## **3. Notice of Cancellation**

Each of the above policies must contain a provision that the policy will not be cancelled or the terms or conditions thereof materially changed without **thirty (30) days' prior written notice to District**. No cancellation provision in any insurance policy will be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

## **4. Waiver of Subrogation**

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### **B. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **C. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

### **D. Verification of Coverage**

Contractor will furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **E. Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/11/2017

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

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

**PRODUCER**

CLCA Insurance Solutions  
PO Box 1330

woodland CA 95776

**INSURED**

Contractor's Company Name

1234 Address

City State Zip



**COVERAGES**

CERTIFICATE NUMBER: 0412017

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 **AD CLAIMS**.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIR. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Installation Floater GEN'L AGGREGATE LIMIT APPLIES PER POLICY [ ] SUBJECT DLOC OTHER:	WPP122645402	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Installation Floater \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> LIABILITY TO RENTED AUTOS <input type="checkbox"/> HIRED AUTOS SCHEDULED AUT NO. AUT	WPP122645402	1/1/2017	1/1/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> EXCESS LIAS COED RETENTIONS	27309853	1/1/2017	1/1/2018	EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	SHC1135805	1/1/2017	1/1/2018	<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	<input type="checkbox"/> Pollution liability	FE-ECC-23585-00	4/10/2017	4/10/2018	Occurrence/Aggregate
E	<input type="checkbox"/> Professional liability	SP 162533	3/7/2017	3/7/2018	Occurrence/Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Any and All Work as per written agreement. East Bay Regional Park District, its officers, employees, and agents are additional insured with respects to Auto and General Liability and coverage is Primary and Non-Contributory per attached endorsements. Waiver of Subrogation applies to Workers' Compensation per attached endorsement.

The certificate holder will receive 30 days notice of cancellation. 10 days for non payment of premium.

**CERTIFICATE HOLDER**  
  
East Bay Regional Park District  
Risk Management  
P. O. Box 5381  
  
Oakland, CA 94605-0381

**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  
Gina Stanley/CHRIST he--

---

## COMMERCIAL AUTO GOLD ENDORSEMENT

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

BUSINESS AUTO COVERAGE FORM

### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is 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.



## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law 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 earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### **7. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### **B. EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### **D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5**.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "Insured contract", written agreement, or permit.

### B. GENERAL CONDITIONS

9. is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

**2.b.** is replaced by the following:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

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

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

This insurance does not apply to:

1. "Bodily injury" or "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:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition 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 an additional insured under your 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 you would not seek contribution from any other insurance available to the additional insured.

SAMPLE

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION

BLANKET BASIS

9073

RENEWAL  
NF

0-49-08-03

PAGE 1 OF 1

HOME OFFICE

SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2014 AT 12.01 A.M.

EXPIRING OCTOBER 1, 2015 AT 12.01 A.M.

AT 12:01 AM PACIFIC

STANDARD TIME OR THE

TIME INDICATED AT

PACIFIC STANDARD TIME

Contractor's Company Name

1234 Address

City, State Zip

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

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

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

SCHEDULE

PER, \$013.00 ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOSE NAME NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH IBIS 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: SEPTEMBER 25, 2014

||||

*IL dt*

||||

PRESIDENT AND CEO