

EXPENDITURE CONSTRUCTION CONTRACT REVIEW FORM: CHANGE ORDER 1

Original CMS # WB3D4
(To be filled in by department)

Amendment CMS # N/A
(To be filled in by department)

Contract # 10754
(As originally issued by Auditor)

CONTRACTOR NAME: Team Ghilotti, Inc.

Subject of Contract: South Cove East Parking Lot and Restroom Project

This contract package contains: 3 Original Contracts (Department, Vital Record and Vendor) in folders	Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.			
1. Scope of Services (required)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Payment Provisions (required)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13. Certification of Compliance with Equal Benefits Ordinance: EBO use current form on web* (it is still current)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Federally Funded Project Requirement ONLY : Debarment status printout (\$25,000 and above)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
15. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies) (it is still current)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Performance Bond/Power of Attorney (it is still current)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Payment Bond/Power of Attorney (it is still current)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. Authorizing Council Resolution # <u>68,374 - N.S.</u> (it is still current)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Berkeley Business License # 047306
 Requisition # 211421 (Hard copy attached)
 Budget Code 1: 825-5950-450.6581-12WF01 (\$80,000)
 Budget Code 2: _____
 Budget Code 3: _____

Purchase Order # 117607
 Council Approved Amount \$ 1,685,203.55
 Was there any advance payment? No
 If Yes, Advanced Amount \$ _____
 If Yes, Purchase Order # _____

Original contract amount \$ 1,604,955.55
 Amount/s added by previous change order/s (if applicable) \$ 0.00
 Amount added by this change order \$ 8,272.69
 Total/cumulative contract amount after change order \$ 1,613,228.24
 Remaining Contingency \$ 71,975.31
TOTAL NOT TO EXCEED AMOUNT \$ 1,685,203.55

Routing and signatures:
 All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures:

1. <u>Roger Miller</u> Project Manager	PRW Dept. 510-981-6704	05-24-2018
2. <u>[Signature]</u> Department Administrative Officer/Accounting	Department/Division	Date <u>5/25/18</u>
3. <u>[Signature]</u> Supervisor or Manager of Engineering	Phone No.	Date <u>6/4/18</u>
4. <u>[Signature]</u> Department Head		Date <u>5/26/18</u>
5. <u>[Signature]</u> Contract Administrator		Date <u>6/5/18</u>
6. _____ Budget Manager		Date _____

EXECUTED
 APR 23 2018

Routing continues to the following persons, who sign directly on the contract:

7. City Manager (Will not sign unless all signatures and dates appear above)
 8. City Auditor (Initial N/A)
 9. City Clerk: CMS Login _____ Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418>
 (South Cove Parking Lot - Change Order 1 - Contract Review Form.doc)

PROJECT TITLE: South Cove Parking Lot and Restroom Project
 CONTRACTOR: Team Ghilotti, Inc.

CMS NO: SMSAK
 CONTRACT NO: 10754
 SHEET: 1 of 1



The Contractor is hereby directed to make the following changes or to do the following work not included in the Contract Documents. All new work herein described shall be done in accordance with the applicable provisions of the Contract Documents, except as specifically modified by this Change Order (CO). Unless specifically noted otherwise in this document, the agreed upon price(s) shown herein include consideration for all costs associated with the changed work including labor, material and equipment costs (including any delay and rescheduling), overhead, profit and any other costs arising directly or indirectly from the changed work. NOTE: This CO is not effective until signed by the City Manager or their designee.

DESCRIPTION OF WORK TO BE PERFORMED:

For the not to exceed price shown below, the Contractor shall provide additional labor, material, equipment, and performance bond for their work.

SUMMARY FOR CHANGE ORDER #01 (See attached sheets for detailed information):

C.O. ITEM	REFERENCE	PCO #	DESCRIPTION	CONTRACTOR AMOUNT	SUB	SUB AMOUNT	CONTRACTOR MARKUP	ITEM SUBTOTAL
1.01	ID# 9001. Extra excavation for man-made buried objects found in sanitary trench.	1	Extra excavation (4 hrs) needed due to unforeseen large man-made buried objects causing voids and trench concerns. (labor, equipment, & materials charges).	\$4,457.39				= \$4,457.39
1.02	ID# 9002. Over excavate west side bio-swale - Lost production.	2	Lost production (3 hrs). Told to wait for resolution of geotech engineer recommendation to over-excavate. (Labor & equipment charges).	\$1,388.66				= \$1,388.66
1.03	ID# 9003. Over-excavate west side bio-swale - Extra Work.	4	Over-excavate at west side of bio-swale by 2'; install 600x (Mirafi) & 2' 3/4 drain rock (Dutra) due to unstable Bay mud soils encountered.	\$3,807.61				= \$3,807.61
1.04	ID# 9004. Locate Water Main and PG&E pull box.	4A	Extra time (20 hrs) needed to locate water main in field and locate PG&E pull box in field, both did not match plans. (Labor & equipment charges).	\$11,119.03				= \$11,119.03
1.05	Deduct Bid Item No. 3.26 - Dewatering.	5	Dewatering not needed; not performed.	(\$12,500.00)				= (\$12,500.00)
Subtotal for Change Order				\$8,272.69				\$8,272.69
Bonds & Insurance (2%)								\$0.00
TOTAL CHANGE ORDER #01								\$8,272.69

The Contract Amount due to this Change Order is hereby increased/decreased by \$8,273 to a new Contract Amount of \$1,613,228.24

Original Contract Amount	\$1,604,955.55
Change Orders Authorized to Date (including this CO)	\$8,272.69
Current Contract Amount (including this CO)	\$1,613,228.24

SIGNATURES

We, the undersigned contractor, have given careful consideration to all aspects of the change proposed and hereby agree.

[Signature] 2-6-18
 CONSTRUCTION MANAGER - NAME & DATE
 Clint Pittman, Anchor Engineering

[Signature] 2-7-18
 PROJECT MANAGER - NAME & DATE
 Roger Miller, City of Berkeley

3/9/18
 ACCEPTANCE DATE

[Signature]
 CONTRACTOR - REDWOOD ENGINEERING *[Signature]*

[Signature]
 CITY OF BERKELEY
 DATE 2/27/18

ATTEST FOR THE CITY OF BERKELEY

[Signature]
 DEPUTY CITY CLERK

ORIGINAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2017

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 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 ABD Insurance & Financial Services Attn: Construction Department 3 Waters Park Drive, Building 3, Suite 100 San Mateo, CA 94403 www.theabdteam.com OH55918	CONTACT NAME: Construction Certs PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No): 650-488-8566 E-MAIL ADDRESS: ConstructionCertRequest@theabdteam.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Executive Risk Indemnity Inc</td> <td>35181</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Executive Risk Indemnity Inc	35181	INSURER B : Federal Insurance Company	20281	INSURER C : Navigators Specialty Insurance Company	36056	INSURER D : Indian Harbor Insurance Company	36940	INSURER E : American Zurich Insurance Company	40142	INSURER F :
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COVERAGES **CERTIFICATE NUMBER:** 37842072 **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	10/1/2017	10/1/2018	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 - COMPI/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"/> \$1,000 Comp./Coll. Ded.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	54309507	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SF17EXC885279IC	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	54309509	10/1/2017	10/1/2018	<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	Professional Liability			PEC004833101	10/1/2017	10/1/2018	\$1,000,000 Occ / \$2,000,000 Aggregate \$1,000,000 Occ / \$2,000,000 Aggregate Limit: \$1,605,000/Ded: \$1,000
D	Pollution Liability			PEC004833101	10/1/2017	10/1/2018	
E	Builders Risk (Excluding Earthquake & Flood)			ER10849513	9/22/2017	9/22/2018	

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

See addendum.

CERTIFICATE HOLDER RE: TGI #8199 -South Cove East Parking Lot and Restroom Project City of Berkeley 2180 Milvia Street, 3rd Floor Berkeley CA 94704	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
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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY ABD Insurance & Financial Services		NAMED INSURED Team Ghilotti, Inc. 2531 Petaluma Blvd., South Petaluma CA 94952	
POLICY NUMBER 54309508			
CARRIER Executive Risk Indemnity Inc	NAIC CODE 35181	EFFECTIVE DATE: 10/1/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Berkeley

ADDRESS: 2180 Milvia Street, 3rd Floor Berkeley CA 94704

RE: TGI #8199 - South Cove East Parking Lot and Restroom Project at 201 University Ave, Berkeley, CA 94710. Specification No. 17-11127-C. The officers, directors, agents, representatives, consultants, employees, and volunteers of the City of Berkeley, the State Coastal Conservancy (SCC), the National Fish & Wildlife Foundation (NFWF), the California Department of Fish and Wildlife (CDFW), and the California State Lands Commission (CSLC) are additional insureds with respect to general liability and auto liability on a primary and non-contributory basis, as required by written contract. Per project aggregate applies. Waivers of subrogation apply to general liability, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the insured by this endorsement is limited as follows:
 - a. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
 - b. The insurance provided to the insured does not apply to damages, loss, cost or expense arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- c. The insurance provided to the insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that insured, and then the insurance provided to the insured applies only to such "bodily injury" or "property damage" that occurs before:
 - (1) The end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage; or
 - (2) The end of the policy period;
 whichever is earlier.
3. The insurance provided to the insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the insured by this endorsement still is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when that person or organization is an additional insured under such other insurance.
4. As a condition of coverage provided to the insured by this endorsement:
 - a. The insured must give us written notice as soon as practicable of an "occurrence" or an

offense which may result in a claim. To the extent possible, such notice should include:

- (1) How, when and where the "occurrence" or offense 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 "occurrence" or offense.

b. If a claim is made or "suit" is brought against the insured, the insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the insured by this endorsement is primary to other insurance available to the insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to **SECTION V – DEFINITIONS**:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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;

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 ~~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).

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:

- (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.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$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:
 - a. 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;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

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

- (a) 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.

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.

Named Insured: Team Ghilotti, Inc.

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): As required by written contract.

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

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.

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): City of Berkeley
2180 Milvia Street, 3rd Floor
Berkeley CA 94704

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 INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/1/2017 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. _____ of the _____


54309509

(NAME OF INSURANCE COMPANY)

Federal Insurance Company

issued to City of Berkeley
2180 Milvia Street, 3rd Floor
Berkeley CA 94704

Endorsement No. _____


Authorized Representative

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. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

Job Description

As Required by written contract

All Locations, as required by written contract.

WC 99 03 04 (Ed. 7-08)

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 _____ at 12:01 A. M. standard time, forms a part of

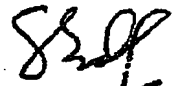
(DATE)

Policy No. _____ of the

54309509
Issued to

(NAME OF INSURANCE COMPANY)

As required by written contract



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.

RECEIVED
JUN 05 2018
CITY OF BERKELEY
CITY CLERK DEPARTMENT

RESOLUTION NO. 68,374-N.S.

CONTRACT NO. 10754 AMENDMENT: TEAM GHILOTTI INC. FOR SOUTH COVE
PARKING LOT AND RESTROOM PROJECT

WHEREAS, on September 12, 2017, by Resolution No. 68,152-N.S., the City Council authorized Contract No. 10754 with Team Ghilotti Inc. in an amount not to exceed \$1,604,956 for the South Cove Parking Lot and Restroom Project; and

WHEREAS, an additional \$130,000 is needed to upgrade the existing electrical system and perform additional earthwork grading repairs; and

WHEREAS, the City has neither the labor nor the equipment necessary to undertake this construction work; and

WHEREAS, funding for this contract amendment of \$130,000 is available in the FY 2018 budget in the Marina Fund (Fund 825, project code 12WF01). No other funding is required, and no other projects will be delayed due to this expenditure. CMS No. SMSAK.


NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 10754 with Team Ghilotti Inc. for the South Cove Parking Lot and Restroom Project, increasing the contract amount by \$130,000, for a total amended amount not to exceed \$1,814,956.

The foregoing Resolution was adopted by the Berkeley City Council on April 3, 2018 by the following vote:

Ayes: Bartlett, Davila, Hahn, Harrison, Maio, Wengraf and Arreguin.

Noes: None.

Absent: Droste and Worthington.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk