

## **FIRST AMENDMENT TO AGREEMENT**

This First Amendment of the Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and INTERWEST, a Colorado Corporation, whose address is 39355 California Street, Suite 200 Fremont CA 94538 (hereinafter "Provider"), is made with reference to the following:

### **RECITALS:**

A. On November 20, 2024, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$74,999., for On-Call consulting services in plan review, inspections, code enforcement, permitting and administrative services.

B. Whereas, the City Council authorized the City Manager to execute this Agreement as amended on \_\_\_\_\_.

C. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A-1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A-1.

b. Provider shall be compensated for the services performed in accordance with the original contract, consistent with the terms of that Agreement. Additionally, Provider shall be compensated for the First Amendment, covering services performed during the period between Effective Date and June 30, 2028, at the hourly rates set forth in Exhibit B-1 of the First Amendment. Compensation for services performed pursuant to the First Amendment shall not exceed \$2,000,000. Total Compensation for this Agreement shall not exceed \$2,074,999.

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

*Signatures on following page*

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Interwest  
a Colorado corporation

CITY OF ALAMEDA  
a municipal corporation

Signed by:  
  
3D0C283B338B445...  
Chris Giordano  
Chief Executive Officer, SAFEbuilt

Jennifer Ott  
City Manager

Signed by:  
  
E66BB29E3B3A42D...  
David Kniff  
Assistant Secretary

RECOMMENDED FOR APPROVAL

Signed by:  
  
E83362141C4D41A...  
Allen Tai, Director  
Planning, Building & Transportation

APPROVED AS TO FORM:  
City Attorney

Signed by:  
  
0326AF50A39E47B...  
Cara Silver  
Special Counsel

June 12, 2025

Oscar Davalos, Building Official  
City of Alameda  
2263 Santa Clara Ave  
Alameda, CA 94501



Subject: Statement of Qualifications

Dear Mr. Davalos,

Interwest Consulting Group is pleased to submit the following Statement of Qualifications which provides a detailed overview of the various municipal services we offer. We appreciate your time in reviewing this SOQ and hope we can assist you in the goal of making your community a better place to live, work and play.

Interwest provides Building Department Services, Municipal Engineering, Water Policy and Planning, Traffic Engineering, Grant Administration, Planning and Urban Design and Real Estate and Right-of-Way services to public agencies throughout California. The below Statement of Qualification is focused on our Building Department Services.

As President of Interwest Consulting Group, I am authorized to sign any agreements that may result from this SOQ. Mark Riffey, Client Success Manager, will be your primary contract for any questions and to work with you to best identify how we can meet your current and future needs. David Kniff will oversee Interwest's Plan Review Team and William Hayes will provide leadership to Interwest's Field Operations and Team. Our contact information has been provided below:

Paul Meschino  
President  
619-372-9962  
pmeschinio@interwestgrp.com

Mark Riffey  
Client Success Manager  
916-742-2454  
mriffey@interwestgrp.com

David Kniff  
Director, Plan Review Services  
619-385-1307  
dkniff@interwestgrp.com

William Hayes  
Director, Field Operations  
909-568-9749  
whayes@interwestgrp.com

Local Office: 39355 California Street, Suite 200, Fremont, CA. 94538

We appreciate the opportunity to present our qualifications to the City of Alameda and look forward to serving your community.

Sincerely,

A handwritten signature in blue ink that reads "Paul Meschino". The signature is fluid and cursive, with a long horizontal stroke at the end.

Paul Meschino  
President

## Building Department Services

### **BUILDING OFFICIAL SERVICES | BUILDING DEPARTMENT ADMINISTRATION**

Our certified Building Officials are intimately familiar with the procedures and processes that need to be maintained to ensure a building department runs smoothly. They effectively work with all staff and departments. At the City's request, Interwest can provide Building Official Services on a part-time or full-time basis. Building Official areas of responsibility may include:

- Building Department Administration
- Quality control review of plan checks and inspections
- Building Code updates for Municipal Code adoption
- Resident inquiries and complaints
- Configuration, implementation, and on-going support of an automated permitting system
- Review discretionary applications for preliminary compliance with construction codes
- Coordination of a proactive abatement program
- Building & Safety Procedures Manual
- Monthly/Annual Reporting of Building Safety Activities
- Attend Commission and City Council meetings (as needed)

### **BUILDING PLAN REVIEW SERVICES**

All plans examination services will be performed by a licensed Civil or Structural Engineer, and/or an ICC Certified or otherwise qualified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our other regional offices. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist with solutions to complicated plan review issues.

Our staff will work with project applicants in a collaborative and professional manner to quickly identify and resolve violations of codes, standards or local ordinances. They will provide thorough plan reviews in an effort to ensure complete and accurate construction documents to minimize questions and problems during the construction phase of projects

## Technical Capabilities in Plan Check Areas

Interwest staff possesses significant technical capabilities in all areas of plans examination competence. Plans examiners are licensed engineers and/or ICC Certified or otherwise qualified Plans Examiners with extensive experience providing plan review services. Plans examination activities will be performed under the direction of a California licensed professional engineer and/or licensed architect. Our staff will conduct accelerated plan review on an as-needed basis as requested by the Building Official.

## Non-Structural Life Safety

Interwest's non-structural plans examiners furnish plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 3 medical office buildings. Many of our plans examiners are CAsp certified. Completed plan review projects range from single-story residential projects to complex high rise buildings and numerous building additions and remodels. We are experienced and familiar with the use and application of the most current editions of the following codes:

- California Building Standards Code
- Americans with Disabilities Act Standards for Accessible Design + ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-adopted amendments or ordinances

## Structural

Our California-licensed Structural Engineers have experience designing and reviewing projects utilizing virtually all building materials:

- |                             |                             |
|-----------------------------|-----------------------------|
| • Wood                      | • Cold-Formed Steel Framing |
| • Masonry                   | • Straw Bale                |
| • Heavy Timber/Timber Frame | • Rammed Earth              |
| • Concrete                  | • Aluminum                  |
| • Structural Steel          |                             |

Our engineers have designed or reviewed a wide array of lateral force resisting systems including:

- |                                     |                               |
|-------------------------------------|-------------------------------|
| • Steel Moment Frames               | • Masonry Shearwall Systems   |
| • Buckling Restrained Braced Frames | • Concrete Shearwall Systems  |
| • Eccentric Braced Frames           | • Cantilevered Column Systems |
| • Concrete Moment Frames            | • Wood Shearwall Systems      |

- Concrete Braced Frames
- Various Proprietary Lateral Force Resisting Systems

Our structural engineers are experienced with the provisions of most model codes including, but not limited to, current versions of:

- CCR Title 24, Part 2, Volume 2
- AISC 341, 358, and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- HEHRP Requirements for Existing Building
- ACI 318
- ACI 530/TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- ANSI/ AF & PA NDS for Wood Framing

### Mechanical, Plumbing, & Electrical

Interwest's California-licensed Mechanical and Electrical Engineers are well-versed in the application California Mechanical, Plumbing, Electrical, Energy and Green Building Standards Codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments or ordinance

### Energy Compliance

Our engineers and plan reviewers are up-to-date on all California Energy requirements as they relate to both new and remodel construction on large residential and commercial projects. The Energy Efficiency Standards for Residential and Nonresidential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

### Green Building Standards

Our staff is familiar with the incorporation of CALGreen building criteria into project designs and the resulting potential impact as related to the building codes. In addition, staff

members have participated in the development of various “green” standards for super adobe, rammed earth, and straw bale construction, to name a few.

## LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. LEED certification consists of a number of different rating systems that apply to many building types— commercial as well as residential and measures how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

## Access Compliance – CASp Review

All of Interwest’s CASp-Certified professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our goal is to provide experts in the industry who can perform services for building departments by customizing our services to correspond with our client’s expectations and needs. We work collaboratively with our clients to resolve plan review and inspection related issues as efficiently as possible, ultimately resulting in an expedited process and successful project.

Our architects and plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance regulations and are available for plan review and/or evaluations and consultation. We offer support to municipalities for compliance enforcement and/or developing a transition plan towards compliance and successfully partner with the disabled community to address the needs and requirements for both entities. We can assist our clients in interpreting various issues relating to access compliance, such as access compliance obligations, transition planning, construction costs, construction phasing, code ‘interpretation,’ hardship and code changes.

## Flood Zones

Interwest’s staff of engineers and plans examiners have experience in providing plan reviews for projects located in flood zones, as several of our clients have developments that occur in areas prone to flooding. Interwest’s staff has provided numerous plan reviews for projects located in flood zones using FEMA’s Technical Bulletins as well as the local jurisdiction’s ordinances. In addition, members of Interwest’s staff have participated in statesponsored committees to establish guideline and regulations for construction in areas designated as flood zones



### OSHPD 3

Our staff of plans examiners has extensive experience in providing plan reviews for OSHPD 3 projects. Our staff is well versed with the OSHPD 3 requirements contained in the California Building Code. We also have OSHPD certified inspectors available on an as-needed basis.

### Code Interpretations

Code interpretations are subject to final review and approval by the Chief Building Official, or City designated staff. Interwest's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official or Fire Marshal make an informed decision. All plan review comments are subject to review and approval by the City Building Department.

### Transporting Plans

Although most of our clients have transitioned to electronic plan review, if the City allows/receives paper submittals, Interwest will arrange for all pick-up and delivery of plan review documents from the City at no cost. Interwest uses varied methods of pick-up and delivery with the goal of providing same-day service.

### Special Projects

Interwest is able to accommodate special project plan review needs such as fast-track, multi-phased, or accelerated plan reviews. We establish project specific turn-around goals and procedures with jurisdiction staff for these types of projects based on the complexity of the projects as well as the construction schedule. Our staff of engineers and plans examiners will work with the City as well as with applicants and designers to resolve all plan review issues. Our staff will deal directly with applicants and their designers during the plan review process to resolve all issues. Interwest will furnish assigned personnel with all materials, resources and training necessary to conduct plan reviews, including a current copy of the applicable City amendments, policies, procedures and forms.

### Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in lists of comments referring to specific details and drawings, and referencing applicable code sections. Interwest will provide the City a clear, concise and thorough document from which clients, designers, contractors and owners can work. At the completion of each plan review cycle, Interwest will return an electronic and hard copy of the plan review comment list to the designated applicant and City representative. Upon completion of the plan review, after all plan review

issues have been resolved, Interwest will provide two complete sets of all final documents annotated as “reviewed” to the City for final approval.

### Maximum Turnaround Times

We consistently complete 99% of our customers’ plan review times on schedule Statewide for both commercial and residential projects as our standard business practice. We work hard to accommodate any turnaround schedule desired by the City. Multi-disciplinary reviews are typically performed in our offices, but we are available for onsite work when required, upon the City’s request.

| Type of Job                       | Maximum Turn Around Time                                 |                 |
|-----------------------------------|--|-----------------|
|                                   | First Check  | Re-Check        |
| <b>Residential</b>                |  |                 |
| New Construction                  | 5 Business Days  | 5 Business Days |
| Addition                          | 5 Business Days  | 5 Business Days |
| Remodel                           | 5 Business Days  | 5 Business Days |
| <b>Non-Residential</b>            |  |                 |
| New Construction                  | 7 Business Days  | 5 Business Days |
| Addition                          | 7 Business Days  | 5 Business Days |
| Remodel/Tenant Improvement        | 7 Business Days  | 5 Business Days |
| Large Complex Commercial Projects | Turnaround Time Negotiated on a Project By Project Basis |                 |

Interwest is also able to accommodate special project plan review needs, such as, Solar/PV, fast-track or expedited reviews. We establish specific turnaround goals and procedures with jurisdiction staff for these types of projects.

### Electronic Plan Check Services

Interwest currently provides electronic plan review services for multiple jurisdictions throughout California, and we are prepared to provide electronic plan check to your department. We are familiar with many electronic plan review platforms.

Jurisdictions are seeing the benefits of electronic permit and plan check, especially for large, complex projects. Electronic plan check services deliver many benefits to municipalities, including substantially improved turnaround times; instantaneous comments to the developer, applicant or architect; secured accessibility to documents; and reduced paper storage. Our staff is experienced providing electronic plan review and can work closely with the City on any electronic plan check software program that is

utilized. Our goal is always to collaborate with and support the building department by providing thorough, accurate and timely plan reviews.

### On-Site Consultant Services & Meeting Attendance

Our staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel as needed. With some reasonable limitations, pre-construction and predesign meetings associated with projects that we plan review are considered part of the plan review service.

Interwest's engineers and plans examiners will be available to meet with City staff, the design team, applicants, and/or contractors, at the City's request, to discuss and resolve plan review and code related issues. We will be available within one (1) business day to respond to questions from the City that may be generated during field inspections for each authorized plan check that is subsequently issued a permit for construction. Voice mails, emails and faxes will be responded to as quickly as possible, always within 24 hours.

### Plan Review Tracking Methods & Billing Process

Our staff has experience working with most project tracking databases utilized by building departments. Our staff will update electronic records and make project related database entries as directed by the City.

We will create and maintain a Jurisdiction File containing our research on any unique amendments or specifications required by your jurisdiction, billing arrangements, contact information and any special requests you would like us to keep in mind.

Interwest uses a custom-designed database to maintain and track all plans throughout the review process from the moment you request a pick-up and/or shipment to delivery of the final, approved documents. Information such as project name, City's project number, assigned plan reviewer(s), date documents were received, plan review cycle and completion date for current review can be provided. In addition to standard phone communication, custom reports can be emailed.

In addition, we can provide online tracking for the City with a custom-designed web template geared to provide any reporting and information needs required.

Our staff is available during normal business hours to answer questions via phone or email regarding the actual plan review in progress. We maintain active email accounts and our staff will be responsive to any City or applicant needs. If we cannot speak directly to a caller, we will return calls no later than 24 hours.

## **BUILDING INSPECTION SERVICES**

Interwest's assigned building inspection staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

We understand that municipal codes may be frequently updated, so we will ensure that the projects we are inspecting are compliant with current code requirements. More specifically, we will ensure compliance with Title 24 California Building Codes, parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11 and 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing and historical buildings.

Interwest's ICC / CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest's inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Interwest's inspectors will complete all necessary City forms and documents as required to provide seamless service.

We understand that personality and customer service is crucial to on-the-job success, therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and / or CASp certified as required.

### **Inspector Qualifications and Certifications**

Interwest retains inspectors who are motivated to achieve the highest level of experience and certification. We work hard to match your jurisdiction's level of safety and code compliance. All Interwest inspectors are ICC certified.

Inspection personnel assigned will be able to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and

reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards.

### Inspection Schedule

Interwest will work with your organization to provide inspection staff in a timely manner. Our inspectors are familiar with a multitude of jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements. Emergency inspections (usually requests that pertain to a serious or urgent life/safety issue) can be provided as they are needed; nights, weekends and holidays. Many of our inspectors are also available to serve at the public counter when needed.

### Permit Technician Services

All Permit technician services are crucial to the success of the entire building safety process as they are the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction through the life of a project whether engaging the homeowner, architect, developer or contractor or other community member. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting, are all key elements to furnishing first-rate, efficient and a memorable experience to your clients.

At the request of the City, we will provide one or more Building Permit Technicians to the City. Our Building Permit Technicians will welcome and work closely with customers at the public counter answering all questions. They will provide information about permit applications, plan review and inspection requirements, will be excellent at organizing and maintaining the filing systems necessary for tracking in-progress applications, permits issued, plan check in progress, approved plans and any other information required by the City. Resumes for proposed Building Permit Technicians will be presented to the Chief Building Official for approval and acceptance prior to providing services.

Services provided by the Building Permit Technician may include:

- Provide customer support and assistance at the permit center counter and over the phone.
- Assist the public in completing permit applications and other necessary forms.
- Determine permit, plan and process requirements for permit applicants and notifying the applicant when construction documents or permits are ready for pick up or issuance.
- Answer questions quickly and correctly directly from the public, from phone calls and emails.
- Receive, process and issue building permits and coordinate the plan review and inspection process, including tracking, routing and storage of plans.
- Review permits application and other pertinent information to verify accuracy and completeness of information.
- Maintain a variety of public records and filing systems necessary for tracking in-progress applications, permits issued, plan checks in progress, approved plans and other counter related items.
- Verify projects have obtained all necessary approvals before issuing permits and that the following have been filed with the City: valid contractor's license, works' compensation and valid business license information.
- Review and approve less complicated non-structural plan checks over the counter.
- Create public informational documents, handouts explaining technical issues or requirements for permit issuance, if needed.
- Welcome and receive customers at the public services counter in a professional and courteous manner.

## Billing Rates

### Effective January 1, 2025

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such increase shall not exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

| <b>Classification – Building Safety Services</b>                                      | <b>Hourly Billing Rate</b> |
|---|----------------------------|
| Certified Building Official   | \$170                      |
| Deputy Building Official  | \$160                      |
| Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect | \$165                      |
| Supervising Structural Engineer   | \$210                      |
| Senior Structural Engineer  | \$195                      |
| Senior Plans Examiner   | \$150                      |
| CASp  | \$145                      |
| Inspector III   | \$120                      |
| Inspector II  | \$110                      |
| Inspector I   | \$100                      |
| Permit Technician   | \$85                       |
| Fire Protection Engineer  | \$170                      |
| Senior Fire Plans Examiner  | \$140                      |
| Fire Plans Examiner / Fire Inspector  | \$130                      |
| ICC Building Plans Examiner   | \$130                      |
| Senior Code Enforcement Officer   | \$145                      |
| Code Enforcement Officer  | \$135                      |
| Trainee   | \$75                       |

## Miscellaneous

**Work Outside Standard Hours** - Services provided in excess of 8 hours per day, outside regular business hours, nights, weekends and holidays will be invoiced at 150% of the above standard rates.

**Prevailing Wages** – Where work is required under the CA Labor Code for prevailing wages per jurisdiction, there will be a supplemental charge per hour to the above rates per applicable job classification, established at the time of commencement of work and adjusted from time to time in accordance with future wage determinations pursuant to the labor rates as determined by the CA Department of Industrial Relations.

**Mileage & Tolls** – For inspection staff reporting to the job site from out of town, mileage will be reimbursed to and from the employee's reporting location, including their home location if not reporting to a company office, at the effective standard federal rate established at time of service. Tolls will be billed with no markup.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2024

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).

| <b>PRODUCER</b><br>McGriff Insurance Services LLC<br>2200 N. Commerce Parkway<br>Suite 200<br>Weston FL 33326 | <b>CONTACT</b><br>NAME: Lauren Mayer<br>PHONE (A/C, No, Ext): 954-385-6022<br>FAX (A/C, No): 866-802-8684<br>E-MAIL ADDRESS: lauren.mayer@mcgriff.com   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
|---|---|-------------------------------|--------|---|-------|---|-------|---|-------|---|-------|--|-------|--|-------|
| <b>INSURED</b><br>Interwest Consulting Group, Inc.<br>444 N Cleveland Ave;<br>Loveland CO 80538               | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Berkshire Hathaway Homestate Ins Co</td> <td style="text-align: center;">20044</td> </tr> <tr> <td>INSURER B : Everest Indemnity Insurance Company</td> <td style="text-align: center;">10851</td> </tr> <tr> <td>INSURER C : Everest Premier Insurance Company</td> <td style="text-align: center;">16045</td> </tr> <tr> <td>INSURER D : Bridgeway Insurance Company</td> <td style="text-align: center;">12489</td> </tr> <tr> <td>INSURER E : Great American E&amp;S Insurance Company</td> <td style="text-align: center;">37532</td> </tr> <tr> <td>INSURER F : Great American E&amp;S Insurance Company</td> <td style="text-align: center;">37532</td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Berkshire Hathaway Homestate Ins Co | 20044 | INSURER B : Everest Indemnity Insurance Company | 10851 | INSURER C : Everest Premier Insurance Company | 16045 | INSURER D : Bridgeway Insurance Company | 12489 | INSURER E : Great American E&S Insurance Company | 37532 | INSURER F : Great American E&S Insurance Company | 37532 |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
| INSURER A : Berkshire Hathaway Homestate Ins Co   | 20044   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
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| INSURER E : Great American E&S Insurance Company  | 37532   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
| INSURER F : Great American E&S Insurance Company  | 37532   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |

**COVERAGES****CERTIFICATE NUMBER:** 1215989219**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  |
|----------|---|------------|----------|------------------------------|-------------------------|-------------------------|---|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE<br/> <input checked="" type="checkbox"/> 10,000<br/>           GEN'L AGGREGATE LIMIT APPLIES PER:<br/> <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br/>           OTHER:         </div> <div> <input checked="" type="checkbox"/> OCCUR<br/> <input type="checkbox"/> SCHEDULED AUTOS<br/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div> | Y          | Y        | CF3GL00415241                | 10/3/2024               | 10/3/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO<br/> <input type="checkbox"/> OWNED AUTOS ONLY<br/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY         </div> <div> <input type="checkbox"/> SCHEDULED AUTOS<br/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY         </div> </div>   | Y          | Y        | CF3CA00337241                | 10/3/2024               | 10/3/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Excess per occ / agg \$ 1,000,000  |
| D E      | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b><br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  | Y          | Y        | 8EA7XL000207903<br>011170903 | 10/3/2024<br>10/3/2024  | 10/3/2025<br>10/3/2025  | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y / N<br>N | Y        | SAWC561586                   | 5/12/2024               | 5/12/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| F        | Professional Liability  |            |          | TER5325879                   | 10/3/2024               | 10/3/2025               | Each Claim/Aggregate 10,000,000   |

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

Excess policy # 140002058 effective 10/03/2024-10/03/2025 - QBE Ins Corp NAIC #39217 - Limits- \$5,000,000 part of \$10,000,000 Excess of \$5,000,000. Crime coverage - Federal Insurance Company, NAIC 20281- Policy #J06767825 effective 10/3/24-10/3/25; Limit \$1,000,000 DED \$10,000. Technology Errors & Omissions and Cyber Coverage - Coalition Insurance Company NAIC # 29530 - Policy #C4LRS025767CYBER effective 10/3/24 - 10/3/25. AGG \$3,000,000 DED \$100,000.

The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are additional insureds with respects to general and automobile liability, with a written contract. Waiver of Subrogation applies for general and automobile liability and workers compensation in favor of the additional insured, with a written contract. Coverage is primary and non-contributory in favor of the additional insured. Notice of Cancellation is 30 days, except 10 days for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| City of Alameda<br>2263 Santa Clara Avenue<br>Alameda CA 94501<br><div style="text-align: center;"> <br/>         7/2/2025       </div> | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE<br/> </p> |
|---|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2025

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).

| <b>PRODUCER</b><br>McGriff Insurance Services LLC<br>2200 N. Commerce Parkway<br>Suite 200<br>Weston FL 33326 | <b>CONTACT</b><br>NAME: Lauren Mayer<br>PHONE (A/C, No, Ext): 954-385-6022<br>FAX (A/C, No): 866-802-8684<br>E-MAIL ADDRESS: lauren.mayer@mcgriff.com   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
|---|---|-------------------------------|--------|---|-------|---|-------|---|-------|---|-------|--|-------|--|-------|
| <b>INSURED</b><br>Interwest Consulting Group, Inc.<br>444 N Cleveland Ave;<br>Loveland CO 80538               | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkshire Hathaway Homestate Ins Co</td> <td style="text-align: center;">20044</td> </tr> <tr> <td>INSURER B : Everest Indemnity Insurance Company</td> <td style="text-align: center;">10851</td> </tr> <tr> <td>INSURER C : Everest Premier Insurance Company</td> <td style="text-align: center;">16045</td> </tr> <tr> <td>INSURER D : Bridgeway Insurance Company</td> <td style="text-align: center;">12489</td> </tr> <tr> <td>INSURER E : Great American E&amp;S Insurance Company</td> <td style="text-align: center;">37532</td> </tr> <tr> <td>INSURER F : Great American E&amp;S Insurance Company</td> <td style="text-align: center;">37532</td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Berkshire Hathaway Homestate Ins Co | 20044 | INSURER B : Everest Indemnity Insurance Company | 10851 | INSURER C : Everest Premier Insurance Company | 16045 | INSURER D : Bridgeway Insurance Company | 12489 | INSURER E : Great American E&S Insurance Company | 37532 | INSURER F : Great American E&S Insurance Company | 37532 |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
| INSURER A : Berkshire Hathaway Homestate Ins Co   | 20044   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
| INSURER B : Everest Indemnity Insurance Company   | 10851   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
| INSURER C : Everest Premier Insurance Company   | 16045   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
| INSURER D : Bridgeway Insurance Company   | 12489   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
| INSURER E : Great American E&S Insurance Company  | 37532   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |
| INSURER F : Great American E&S Insurance Company  | 37532   |                               |        |   |       |   |       |   |       |   |       |  |       |  |       |

**COVERAGES****CERTIFICATE NUMBER:** 1676980456**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  |
|----------|--|-----------|----------|------------------------------|-------------------------|-------------------------|---|
| B        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>10,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | CF3GL00415241                | 10/3/2024               | 10/3/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                 | Y         | Y        | CF3CA00337241                | 10/3/2024               | 10/3/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Excess per occ / agg \$ 1,000,000  |
| D E      | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  | Y         | Y        | 8EA7XL000207903<br>011170903 | 10/3/2024<br>10/3/2024  | 10/3/2025<br>10/3/2025  | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y        | SAWC666825                   | 5/12/2025               | 5/12/2026               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| F        | Professional Liability   |           |          | TER5325879                   | 10/3/2024               | 10/3/2025               | Each Claim/Aggregate 10,000,000   |

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

Excess policy # 140002058 effective 10/03/2024-10/03/2025 - QBE Ins Corp NAIC #39217 - Limits- \$5,000,000 part of \$10,000,000 Excess of \$5,000,000. Crime coverage - Federal Insurance Company, NAIC 20281- Policy #J06767825 effective 10/3/24-10/3/25; Limit \$1,000,000 DED \$10,000. Technology Errors & Omissions and Cyber Coverage - Coalition Insurance Company NAIC # 29530 - Policy #C4LRS025767CYBER effective 10/3/24 - 10/3/25. Each Claim/AGG \$3,000,000 DED \$100,000.

The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are additional insureds with respects to general and automobile liability, with a written contract. Waiver of Subrogation applies for general and automobile liability and workers compensation in favor of the additional insured, with a written contract. Coverage is primary and non-contributory in favor of the additional insured. Notice of Cancellation is 30 days, except 10 days for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| City of Alameda<br>2263 Santa Clara Avenue<br>Alameda CA 94501<br><div style="text-align: center;"> <br/>         7/2/2025       </div> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**Blanket Waiver**

|                            |   |  |
|----------------------------|---|--|
| <b>Person/Organization</b> | Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. |  |
| <b>Job Description</b>     | <b>Waiver Premium (prior to adjustments)</b>  |  |
| All CA Operations          | 3697.00   |  |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 05/12/2024

Policy No.: SAWC561586

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

Countersigned by \_\_\_\_\_

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO  
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:****Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO  
ECA 24 503 02 14

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### **SCHEDULE**

**Name of Person or Organization:**

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT  
WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED  
PRIOR TO THE DATE OF THE "ACCIDENT".

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

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO  
CA 04 22 11 20

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

**EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

|   |
|---|
| <b>Named Insured:</b> SAFEBUILT, LLC          |
| <b>Endorsement Effective Date:</b> 10/03/2024 |

**SCHEDULE**

|  |
|--|
| <b>Number Of Days' Notice:</b><br>30   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO  
ECA 24 509 04 14

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE PART**

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**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**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>  | <b>Location(s) Of Covered Operations</b> |
|---|--|
| ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE NAMED INSURED'S PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S). | ALL LOCATIONS                            |

**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.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

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

## ADDITIONAL INSURED – DESIGNATED 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):**

ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE INCLUDED AS AN ADDITIONAL INSURED WITH RESPECT TO THE NAMED INSURED'S PERFORMANCE OF OPERATIONS OR IN CONNECTION WITH ANY PREMISE OWNED OR RENTED BY THE NAMED INSURED.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**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)<br>Or Organization(s)  | Location And Description Of Completed Operations  |
|---|---|
| ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE INCLUDED AS AN ADDITIONAL INSURED. | ANY LOCATION FOR WHICH THE NAMED INSURED'S WORK WAS PERFORMED FOR SUCH PERSON(S) OR ORGANIZATION(S) FOR ANY COMPLETED OPERATIONS. |
| DR HORTON INC, ITS AFFILIATES AND SUBSIDIARIES<br>C/O INSURANCE COMPLIANCE<br>PO BOX 100085-DR<br>DULUTH, GA 30096  | ALL LOCATIONS   |
| 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: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**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  
LIQUOR 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 would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "BODILY INJURY", "PROPERTY DAMAGE", OR "PERSONAL AND ADVERTISING INJURY".

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

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.