Recording Requested By: City of Alameda

When recorded, return to: City of Alameda Public Works Department Scott Wikstrom, City Engineer 950 West Mall Square, Room 110 Alameda, CA 94501

Tract Map 8524, Bay 37

Document Exempt from Recording Fee: Government Code Section 6103

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") dated as of this _____ day of _____, 2020 ("Effective Date") is entered into by and between the City of Alameda, a municipal corporation in the County of Alameda, State of California ("City"), and Pulte Homes Company, LLC., a Michigan Limited Liability Company, ("Developer"), with reference to the following facts and circumstances:

RECITALS

A. WHEREAS, Developer has presented a proposed Tract Map to City, identified as Tract Map No. 8524. The Tract Map of the Subdivision has been reviewed by the City's Public Works and Planning Directors and found to be in substantial compliance with the Final Development Plan approved by the City Planning Board on October 14, 2019 by Resolution No. PB-19-21; and

B. On October 14, 2019 the City Planning Board held a duly noticed public hearing and recommended approval of Tentative Map for Tract No. 8524 with conditions which are on file in the Public Works Department and incorporated herein by this reference; and

C. On November 19, 2019, the Alameda City Council adopted Resolution No. 15609 ("**Resolution of Approval**") approving Tentative Map for Tract No. 8524 with conditions which are on file in the Public Works Department and incorporated herein by this reference; and

D. The California Subdivision Map Act (Government Code Section 66410, et seq.) ("**Map Act**") and the City's ordinances and regulations relating to the filing and recordation of subdivision and parcel maps (hereinafter the Subdivision Laws) provide that as a condition precedent to the approval of a final map that the Developer must have complied with the Resolution of Approval and have either (1) completed, in accordance with City Standards, all of

the improvements and land development work required by the Subdivision Laws and the Resolution of Approval or (2) entered into a secured agreement to the City to complete the improvements and land development within a period of tie specified by the City; and

E. Construction of the required Public Infrastructure Improvements, however, has not been completed nor have such improvements been accepted by City. In accordance with the Subdivision Laws and in consideration of the approval of the proposed Tract Map and acceptance of the irrevocable offers of dedication of public right-of-way easements and acceptance of the permanent maintenance of the required Public Infrastructure Improvements, the parties desire to establish an agreement binding Developer to complete the required improvements as required by the Subdivision Laws, the Resolution of Approval and the terms and conditions set forth therein and to provide improvement security therefor as required by the Subdivision Laws and approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, the mutual covenants, promises and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. <u>Approval</u>: Approval of Tract Map No. 8524 by City shall be conditioned upon the recordation of this Agreement with the Alameda County Recorder.

2. <u>Construction Obligation</u>:

a. Developer agrees at Developer's sole cost and expense to cause all required off-site and on-site Public Infrastructure Improvements identified in the conditions to the approval of the Subdivision and shown on approved Improvement Plans (the "Work") to be prepared and completed to the City's satisfaction and approved by the City as set forth in Sections 16 and 17 below, within two (2) years from the Effective Date of this Agreement, subject to delays due to Force Majeure Events (as defined in Section 21 below) and extreme weather events as described in Section 22 below. A copy of such conditions and Improvement Plans is on file in the Public Works Department.

b. Except for delays due to Force Majeure Events and extreme weather events, which may extend the time for performance under this Agreement as further described in Sections 21 and 22, no extension of time shall be made, except upon the basis of a written application made by Developer to the Public Works Director, stating fully the grounds of the application and facts relied upon for such an extension. The Public Works Director shall determine whether there is good cause for the extension, and upon a determination of good cause may extend the time for commencement or completion of improvements for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the Public Works Director. Any extension may be conditioned upon an increase in security and inspection fees to reflect current costs. Neither such extension nor other delay by City shall constitute a waiver of any of the obligations of Developer or Developer's surety. Any extension may be granted without notice to the Developer's surety, shall not affect the validity of the bonds, and shall not relieve the surety's liability on any of the bonds required by this Agreement. In the event an extension is granted, Developer agrees to promptly extend the term of all surety bonds or other surety acceptable to

City. All such bonds and/or other surety are subject to review and approval (not to be unreasonably withheld, conditioned, or delayed) by the City Attorney for legal sufficiency, and if no bonds or other surety acceptable to the City Attorney are provided to secure Developer's performance, the extension shall be void.

3. <u>Easements and Permits</u>: Developer shall, at Developer's sole cost and expense, in connection with the Work: a) provide any and all rights of way and easements which may be necessary or convenient for the Subdivision and its required improvements; b) obtain all necessary permits and licenses for the construction of the required improvements; c) give all necessary notices; and d) pay all fees and taxes required by law. The description and title to any rights of way or easements not shown on the final map shall be subject to approval as to form by the City Attorney and shall not be subject to any prior rights or liens, unless approved by the City Engineer and the City Attorney.

4. <u>Performance of the Work</u>: Construction of the Work shall commence within a reasonable time. Developer agrees to perform the Work in a workmanlike and professional manner, in accordance with all requirements of State and local law, including the Alameda Municipal Code, Public Works Standard Specifications, or any subsequent revisions thereof, and according to the plans and specifications approved by the Public Works Director, prepared by CBG Civil Engineers entitled "Bay 37 – Phase 1, Tract 8524 Improvement Plans" permitted as PWD19-0021 and filed in the office of the Public Works Director. Developer agrees that all details and notes shown on the Improvement Plans shall be made a part of the improvements.

5. <u>Modifications</u>: Developer may modify such plans and specifications as the development progresses should unforeseen conditions occur, provided advance written approval is obtained from the Public Works Director. City reserves the right to make or require reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. Developer shall pay City for all costs including, without limitation, plan check and inspection costs resulting from any such modifications. Developer shall provide personal supervision of the Work or have a competent contractor, foreman or superintendent on the Work at all times during work progress with authority to act for Developer.

6. <u>Compliance and Inspection</u>: All development activity shall be in compliance with conditions of approval of the Subdivision and measures imposed to mitigate adverse environmental effects of the project including any monitoring program(s). All improvements shall be inspected by City for strict compliance with City permits, standards, plans, specifications, performance criteria and Subdivision regulations. Concurrent with the execution of this Agreement, Developer shall pay to City a deposit to cover ongoing Public Works plan check and inspection costs in accordance with the then current City of Alameda Master Fee Schedule.

7. <u>Access to Work</u>: Developer shall allow City's duly authorized representatives' access to the Work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials and workmanship comply with the requirements and intent of the approved plans. Developer is required to give at least one day's advance notice of the date upon which the Work is commenced and the date upon which the Work is to be completed. City may reject defective Work and require its repair, replacement or removal by Developer, all at no expense to City.

8. <u>City Services</u>: Developer agrees to and shall be financially responsible for all required City services provided to the Subdivision or to Subdivision residents for use within the Subdivision prior to acceptance of improvements by City.

9. <u>Developer Not Agent of City</u>: Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

10. <u>Developer Responsibility for Work</u>: Until such time as the improvements are accepted by City, Developer shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed, passed final inspection and, if to be dedicated to City, are actually dedicated and accepted by City, Developer will be responsible for the care, maintenance of, and any repairs or reconstruction to remedy any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Work specified in this Agreement prior to the completion and acceptance of the Work, except to the extent resulting from the gross negligence or willful misconduct of the City or any City Parties (as defined in Section 24.c.).

11. <u>Obligation to Warn Public</u>: Until final acceptance of the improvements, Developer shall give good and adequate warning to the public of each and every potentially defective or dangerous condition which exists or arises in said improvements, and will take all reasonable actions to protect the public from such unsafe condition(s).

12. <u>Sale or Disposition of Subdivision</u>: This Agreement runs with and encumbers the Subdivision, and the sale or other disposition of the property will not relieve such parties from the obligations set forth herein. If the property or any portion of the property within the Subdivision is sold to any other person, Developer may request from City a novation of this Agreement and a substitution of security. Upon approval of the novation by the City Council and substitution of securities from City, which approval shall not be unreasonably withheld, conditioned, or delayed, Developer may obtain a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Developer of the obligations under this Agreement for the Work done by or on behalf of Developer. Developer shall give written notice to City within ten (10) days after close of escrow of any sale or transfer of all or any portion of subject property and any assignment of this Agreement, specifying the name or names of the assignee, the Assignee's mailing address, the amount and location of the land sold or transferred, evidence of the express assumption of the obligations hereunder, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

13. <u>Improvement Security</u>:

a. To insure full and faithful performance of this Agreement and in accordance with the requirements of the Subdivision Laws, Developer shall file with this Agreement the following security in the type and amounts specified:

(1) Faithful performance security in the sum of \$4,566,000.00 to cover all costs of public and private improvements, which is equivalent to one hundred percent (100%) of the approved estimate for the cost of improvement.

(2) Labor and materials security in the sum of \$4,566,000.00 to ensure payment in full of all persons, firms and corporations who perform labor or furnish materials for work done on said public and private improvements, which is equivalent to one hundred percent (100%) of the approved estimate for the costs of labor and materials.

b. Developer shall furnish the bonds from a bonding company acceptable to the City Attorney.

14. Form of Security: All security shall be of a type specified in Government Code Sections 66499(a)(1), (2) or (3), and must be satisfactory to and approved by the City Attorney as to form. In conjunction with the submittal of bonds, Developer shall also furnish the following information:

a. The original or a certified copy of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bonds to do so;

b. A certificate from the Clerk of Alameda County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled or suspended, or in the event that it has, that renewed authority has been granted; and

c. Certificates of deposit shall not be deemed to be satisfactory security unless such certificates provide that City is the owner of record of such funds. City shall be the sole indemnitee named on any instrument required by this Agreement. In addition to the full amount of the security, there shall be included costs and reasonable expenses and fees, including attorney's and expert witness fees, incurred in enforcing the obligation secured.

15. [INTENTIONALLY OMITTED]

16. Acceptance of Improvements: No improvement shall be accepted by City unless and until it is free of all liens and encumbrances (other than encumbrances created by or on behalf of the City), free of all material defects and conditions which may create a hazard to the public health, safety or welfare and until Developer has set and established survey monuments in accordance with the Tract Map and to the satisfaction of the Public Works Director. Upon completion of final inspection of the improvements described herein, Developer shall comply with Section 8180 of the Civil Code and shall immediately deliver to the Public Works Director a copy of the notice of completion required by said section bearing certification of recordation by the County Recorder. In addition, all properties, rights-of-ways, easements and other interests to be dedicated to City shall be, before acceptance thereof by City, free and clear of all liens and encumbrances of any kind or character whatsoever (other than encumbrances created by or on behalf of the City) and free of any and all material defects and conditions creating a hazard to public health or public safety. 17. <u>Final Acceptance of Work</u>: Acceptance of the work on behalf of the City shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act on the City Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in this Agreement. Such acceptance shall not constitute a waiver of defects by the City. Upon formal final acceptance by the City Council as set forth herein and recordation of the Resolution of Acceptance of Public Improvements, ownership of the improvements constructed pursuant to this Agreement shall vest in the City.

18. <u>Guarantee and Security</u>: Developer guarantees that all improvements shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from and after acceptance of such improvements by City as complete, and Developer shall repair any defects in any such improvements and replace any defective improvements which cannot be repaired and which occur or arise within the one (1) year period at Developer's own expense. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or contract for the necessary work and Developer shall pay to City the actual cost of such repairs as well as all administrative expenses incurred by City.

Concurrent with acceptance of Subdivision improvements, Developer shall provide a warranty security equivalent to ten percent (10%) of the improvement security for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, subject to the limitations of Section 66499.9 of the Map Act.

19. <u>Exoneration of Surety</u>: Subject to Section 12 above, City shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements or issue occupancy permits until acceptance of proposed public improvements by City or, in the case of improvements which will not be dedicated to and accepted by City, until the improvements have passed final inspection by City. In addition, release of security, exoneration of sureties and issuance of occupancy permits will be predicated upon the receipt of required maintenance and/or warranty agreements and security therefore, as well as payment of all outstanding fees, penalties, accrued interest, and reimbursements due City.

20. <u>Building Permit Requirements</u>: Prior to issuance of any building permit, Developer shall comply with all conditions precedent to issuance, including without limitation, the Uniform Fire Code requirements relating to access and water supply. Developer shall also pay the applicable Property Development Excise Tax, as well as all required fees. No building permit shall be issued until all of the tract improvements are constructed and accepted by the City Engineer, except as otherwise permitted by the Map Act and as approved by the City Engineer. The subdivider shall pay all applicable impact fees and all other fees due to the City and related to the Tract Map and associated improvements.

21. <u>Default of Developer</u>: Default of Developer under this Agreement shall include, but not be limited to, Developer's failure to timely commence construction of the development; Developer's failure to timely complete construction of the improvements; Developer's failure to timely cure any defect in the improvements; Developer's failure to perform substantial construction work for a period of thirty (30) consecutive calendar days after commencement of the Work; Developer's insolvency, appointment of a receiver or the filing of any petition in bankruptcy either voluntary or involuntary which Developer fails to discharge within thirty (30) days; the commencement of a foreclosure action against Developer or any owner or member of all or a portion thereof or any conveyance in lieu or in avoidance of foreclosure; or Developer's failure to perform any other obligation under this Agreement. Developer shall timely notify the Public Works Director of Developer's insolvency, appointment of a receiver, the filing of a petition for bankruptcy, the commencement of a foreclosure action or any conveyance in lieu thereof.

In addition to specific provisions of this Agreement, performance by either party shall not be deemed to be in default where delays or defaults are for reasons beyond the commercially reasonable control of such party due to war; insurrection or acts of civil disobedience; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; the pendency of any mediation, arbitration, litigation or other administrative or judicial proceeding affecting the subject property or a party's ability to perform its obligations under this Agreement (excluding financial inability); inability to secure necessary labor, materials or tools; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse performance by the City) or any other causes beyond the commercially reasonable control or without the fault of the party claiming an extension of time to perform which substantially interferes with such party's performance under this Agreement (collectively, "Force Majeure Events"). An extension of time for any such cause shall only be for the period of the Force Majeure Event, which period shall commence to run from the time of the commencement of the Force Majeure Event. A party claiming an extension due to a Force Majeure Event shall notify the other party in writing within thirty (30) days after commencement of the Force Majeure Event. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the Force Majeure Event. then, unless otherwise agreed by the parties, the extension period shall commence to run only thirty (30) days prior to the giving of such notice.

22. <u>Weather Delays</u>: Developer shall not be deemed to be in breach of this Agreement if the cause of a delay in the time for performance is caused by extreme weather conditions that prevent the Work from being performed pursuant to the Agreement. Such delay shall be evidenced by actual weather and rainfall surveys and such delayed components of the Work must be shown to be critical path items in the completion of the Work. If Developer claims an extension due to extreme weather conditions Developer shall notify City in writing within thirty (30) days after the commencement of such extreme weather conditions. If, however, notice by Developer is sent to City more than thirty (30) days after the commencement of such extreme weather conditions, then, unless otherwise agreed by the parties, the extension period shall commence to run only thirty (30) days prior to the giving of such notice.

23. <u>Remedies in Event of a Default</u>: In the event of Developer's default (beyond any reasonable cure periods and subsequent to City's written notice to Developer of such default):

a. City reserves to itself all remedies available to it at law or in equity. Any remedies specified herein are in addition to and not in lieu of other remedies available to City.

Developer agrees that City has full discretion in choosing the remedy or remedies to pursue and that the failure of City to take enforcement action shall not be construed as a waiver of that or any subsequent default or breach.

b. Developer, the surety and any person, firm, partnership, entity, corporation, or association claiming any interest in the real property described in this Agreement and each of them shall totally reimburse City for its reasonable costs and expenses (including reasonable attorneys' fees and costs), including interest thereon at the maximum rate allowed by law, from the date of notification of such cost and expense until paid. Such obligation for reimbursement shall not be limited by the amount of the estimates set forth or by such security as may have been provided to City in connection with this Agreement. Such amounts and interest accrued thereon shall constitute a lien on the Subdivision property.

c. City may enter onto the subject property, take over the Work and prosecute the same to completion by contract or any other method City deems advisable, and, in such event, City, without liability for so doing, may take possession of and utilize in completing the Work, such materials, appliances, plant and other property belonging to Developer which may be on the site of the work and necessary performance of the Work.

d. City may record a Notice of Violation against all lots in the Subdivision, revert the Subdivision to acreage and/or withhold or revoke all building, zoning and occupancy permits.

24. Indemnity/Hold Harmless:

a. Developer shall be solely responsible and save City harmless for all matters relating to the payment of Developer's employees and agents, including compliance with social security, withholding and all other regulations governing such matters.

b. To the maximum extent permitted by law, Developer shall hold harmless, defend (with counsel acceptable to the City) and indemnify City, its City Council, boards, commissions, officials, employees, agents, and volunteers (collectively, "**Indemnitees**") from and against any claim, action or proceeding against Indemnitees to attack, set aside, void or annul an approval of City concerning the Subdivision property or any portion thereof, which action is brought within the time period provided for in Government Code Section 66499.37. City shall promptly notify Developer of any claim, action or proceeding and City shall cooperate fully in the defense. If City fails to promptly notify Developer of any claim, action or proceeding or if City fails to cooperate in the defense, then thereafter, Developer shall not be responsible to defend, indemnify or hold harmless City.

c. Developer further agrees that it will hold harmless, defend (with counsel acceptable to the City) and indemnify the Indemnitees from and against any and all loss, liability, obligations, expense, claim, lawsuit, judgment, costs (including costs of defense and attorneys' fees) and damages of every kind caused to any person or to the property of any person which may occur on any portion of the property then owned by Developer and caused by any acts or omissions of Developer or its agents, servants, employees or contractors in the performance of its duties under this Agreement. The foregoing indemnity shall exclude any indemnified matters to the

extent they result from (x) the gross negligence or willful misconduct of the City or its boards, commissions, councils, departments including the electric utility Alameda Municipal Power, officers, employees, and agents (collectively, "**City Parties**"); or (y) the mere discovery by Developer or its agents of any preexisting condition of Hazardous Materials in, on, under or about the Subdivision, so long as Developer or its agents or employees in no way exacerbate such pre-existing condition of Hazardous Materials.

25. <u>Insurance</u>: Without limiting Developer's indemnification provided herein, Developer shall procure and maintain at all times during the life of this Agreement the following policies of insurance with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City, against injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by Developer, its agents, employees or subcontractors:

a. <u>Developer's Coverage</u>: Developer shall maintain insurance coverage and limits at least as broad as the following requirements, and the policies shall contain, or be endorsed with, the provision that coverage shall not be canceled nor reduced in coverage without thirty (30) days prior written notice (ten (10) days for non-payment of premium) to City by certified mail:

(1) Workers' Compensation: Statutory coverage as required by the State of California Workers' Compensation with statutory limits as required by the California Labor Code. Said policy shall contain or be endorsed to provide that the policy shall not be canceled without thirty (30) days prior written notice to City and that the policy shall provide for a waiver of subrogation against City, its City Council, boards, commissions, officials, employees, agents and volunteers.

(2) Liability: Commercial general liability coverage in the following

minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive: Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

The amount of any deductible or self-insured retention over \$5,000 shall be declared to and security posted guaranteeing payment of losses and defense costs.

(4) Pollution Prevention: Legal liability required for exposure to hazardous materials in the amount of \$2,000,000 each occurrence.

(5) Builders Risk: Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

b. <u>Subrogation Waiver</u>: Developer hereby agrees to waive rights of subrogation which any insurer of Developer may acquire from Developer by virtue of the payment of any loss. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Developer, its employees, agents and subcontractors.

c. <u>Failure to Secure</u>: If Developer at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in Developer's name or as an agent of Developer and shall be compensated by Developer for the costs of the insurance premiums, plus interest at the maximum rate permitted by law, and computed from the date written notice is received that the premiums have not been paid.

d. <u>Additional Insured</u>: City, its City Council, boards, commissions, officials, employees, agents and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

e. <u>Multiple Insured</u>: The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

f. <u>Primary Coverage</u>: For claims related to this project, Developer's insurance shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

g. <u>Failure or Breach by Developer</u>: Any failure by Developer to comply with reporting or other provisions of this Agreement, including breach of warranties, shall not affect coverage provided to City, its officers, employees and agents.

h. <u>Professional Liability/Engineering Consultants</u>: Developer shall cause any of its geotechnical and civil engineering consultant to maintain professional liability insurance, which includes coverage for the professional acts, errors and omissions of each consultant in the amount of at least \$2,000,000 per occurrence or claim. Such professional liability insurance will have an inception date or a retroactive date coinciding with or prior to the date services are first performed and coverage shall be provided for at least five (5) years after the date the Work or the services are accepted. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Developer must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

i. <u>Contractor's Insurance</u>: Before construction begins, Developer shall provide City with a letter stating its general contractor ("**Contractor**") for the project in the Subdivision. Work on the project may then begin and continue as long as that Contractor is engaged as the Contractor on the job. No other Contractor may be substituted unless and until a letter naming the new general contractor is provided to City along with the necessary evidence of all required insurance. Developer shall cause the Contractor and all subcontractors to provide the following insurance coverages:

(1) On or before the commencement of the agreement between the Developer and Contractor, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs below. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to City by certified mail, Attention: Risk Manager." Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming City, its City Council, boards, commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates.

- Contractor shall maintain the following insurance coverage:
 - <u>Workers' Compensation</u>: Statutory coverage as required by the State of California.
 - <u>Liability</u>: Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
\$2,000,000 aggregate - all other	

Property Damage: \$1,000,000 each occurrence \$2,000,000 aggregate If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above.

• <u>Automotive</u>: Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: Property Damage:),000 each),000 each o	occurrence
or			
Combined Single Lin occurrence	mit:	\$2,000,000) each

- <u>Pollution Prevention</u>: Legal liability required for exposure to hazardous materials in the amount of \$2,000,000 each occurrence.
- <u>Builders Risk</u>: Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

(2) <u>Subrogation Waiver</u>: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

(3) <u>Failure to Secure</u>: If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

(4) <u>Additional Insured</u>: City, its City Council, boards, commissions, officials, employees, agents and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

j. <u>Sufficiency of Insurance</u>: The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor. Contractor shall include all

subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

26. <u>Notices</u>: All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed to City or Developer as hereinafter provided.

City:	City of Alameda City Attorney's Office City Attorney 2263 Santa Clara Avenue, Room 280 Alameda, CA 94501 510-747-4750
With copy to:	City of Alameda Public Works Department City Engineer 950 W. Mall Square, Room 110 Alameda, CA 94501 510-747-7900
Developer:	Pulte Home Company, LLC 4511 Willow Road #8 Pleasanton, CA 94588 Attn: William C Sadler III 925-383-5425

27. <u>Attorney's Fees</u>: In the event any party to this Agreement brings an action to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees from the other party, whether or not such action or proceeding is prosecuted to judgment. This provision shall be in addition to any provisions regarding attorney's fees set forth in the bonds securing this Agreement.

28. <u>Governing Law</u>: This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms and conditions of the Agreement or for the breach thereof shall be brought and tried in the County of Alameda, California.

29. <u>Time of Essence</u>: Time is of the essence.

30. <u>Severability</u>: The provisions of this Agreement are severable. If any portion is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

31. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement with respect to the subject matter and all modifications, amendments or waivers under this Agreement must be in writing and signed by the authorized representatives of the parties. In the case of City, the appropriate party shall be the Public Works Director.

32. <u>Reference</u>: Any reference to a department manager shall include his or her duly authorized designee, deputy or representative.

33. <u>Recordation</u>: Upon request by City, Developer agrees to execute and acknowledge a memorandum of this Agreement for recordation with the Alameda County Recorder. By recordation of this Agreement or a memorandum hereof, it is the parties' intent to provide notice to future purchasers that the obligations and benefits set forth shall run with the land. At its option City may record the Agreement or memorandum or may require Developer, at Developer's cost, to record such Agreement or memorandum and may withhold City permits until proof of recordation is provided to City.

34. <u>Counterparts</u>: This Agreement may be executed in any number of counterparts (including by fax, PDF or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

35. <u>Agreement runs with the real property</u>: This Agreement pertains to and runs with the real property included within Tract Map 8524 which land is expressly agreed to benefit from the privileges granted to Developer under this Agreement, and binds the beneficiaries, heirs, assigns, successors in interest of Developer.

IN WITNESS WHEREOF, Developer and City have hereunto caused their hands to be subscribed through their duly authorized officers:

Pulte Homes Company, LLC., a Michigan Limited Liability Company,

CITY OF ALAMEDA a municipal corporation

By:

Name: WILLIAM C SADLER THE

Eric J. Levitt City Manager

Its: DEVELOPMENT DIRECTOR

RECOMMENDED FOR APPROVAL:

Scott Wikstrom City Engineer

APPROVED AS TO FORM:

Celena H. Chen or Lisa Nelson Maxwell Assistant City Attorney

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and only the truthfulness, accuracy, or validity of that document

State of California County of Alameda

On	SEPT.3	_, 20 <u>20</u> , before me	DEE S. BUMANI	AG, Notary
Public	, personally appeared _	WILLIAM C.	SARLER III	. ,
whon	narrod to mag on the has	is of actisfactory and	damag to be the second	(1) -1 ()

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are. subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature <u>Del Bunana</u> (Seal) Notary Public

(Section of the sect	DEE S. BUMANLAG
Cart	🔊 Notary Public - California 🛛 🕻
5 (299-3) E	Contra Costa County
	Commission # 2257627
1	My Comm, Expires Oct 6, 2022

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	MARSH RISK & INSURANCE SERVICES	53			NAME: PHONE			FAX		
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INSU	Catellus Alameda Development, LLC					1.00	surance Company			20281
	Catellus Acquisition Company, LLC 66 Franklin Street, Suite 200					RC:N/A				N/A
	Oakland, CA 94607				INSURE	RD:				
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contr	of Alameda and its commissions, boards, department act. This insurance is primary and non-contributory or ggation is applicable where required by written contra	/er any	existin	ng insurance and limited to liability a			of the named insu			
					CAN	CLI ATION				
CE	RTIFICATE HOLDER				T	CELLATION				
	City of Alameda 2263 Santa Clara Avenue, Room 280 Alameda, CA 94501				THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
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	the second states				Julie F	ranck			-	
						© 19	988-2016 AC	ORD CORPORATION.	All rig	hts reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Alameda, its City Council, boards and	
commissions, officers and employees	an entretado a constante data a series a
2263 Santa Clara Avenue, Room 280	weight A destroy
Alameda, CA 94501	

- 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
 - 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:

- 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:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1

- **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.

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DATE (MM/DD/YYYY) 03/19/2020

CI BI	HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	VEL' URA	Y OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED BY THE	E POLICIES
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	Artex Risk Solutions, Inc. 0 E. Chaparral Rd.; Suite 275				E-MAIL		SD.Certificate	es@artexrisk.com	
	ttsdale. AZ 85250						URER(S) AFFOR		NAIC #
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DATE (MM/DD/YYYY) 03/19/2020

CI BI	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.								
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DATE (MM/DD/YYYY) 03/19/2020

CI BI	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.											
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	0 E. Chaparral Rd.; Suite 275				E-MAIL	ss: SDL.B	SD.Certificate	es@artexrisk.com				
	ttsdale, AZ 85250					INS	URER(S) AFFOR	DING COVERAGE	NAIC #			
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DATE (MM/DD/YYYY) 03/19/2020

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	COVERAGES CERTIFICATE NUMBER: 20CA064813294 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										
IN CE	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	SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY		1110					EACH OCCURRENCE \$			
-								PREMISES (Ea occurrence) \$			
-								MED EXP (Any one person) \$			
-	I							PERSONAL & ADV INJURY \$			
ł								GENERAL AGGREGATE \$			
ŀ								PRODUCTS - COMP/OP AGG \$			
-	ANY AUTO							(Ea accident)			
ŀ											
-	AUTOS ONLY AUTOS							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$			
ŀ								(Per accident) \$			
-								EACH OCCURRENCE \$			
ŀ								AGGREGATE \$			
	DED RETENTION \$							X PER OTH- STATUTE ER			
	AND EMPLOYERS' LIABILITY Y / N							▲ STATUTE ER	4 000 000		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		WC 93-42-353-10		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000		
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	1,000,000		
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000		
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICI	ES (A	CORD	101, Additional Remarks Schedul	e, may b	e attached if mor	e space is require	ed)			
	rage is provided for base as ampleuroso 66 Franklin St Suite		rpora	11101		us Alameda De Inklin Street, Su		,			
	t not subcontractors Oakland, CA 94607	200			Oakla	nd, CA 94607					
to:					рук	e:Righto	of Entry	Alameda Landing			
CER	TIFICATE HOLDER				CANC	ELLATION					
	City of Alameda										
	2263 Santa Clara Ave Alameda, CA 94501				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Alameda, CA 34301										
					AUTHO	RIZED REPRESE	NTATIVE				
						An	L. M	Jan -			
						~~~~	y a	Teacher -			
						© 19	88-2015 AC	ORD CORPORATION. All rig	hts reserved.		



DATE (MM/DD/YYYY) 03/19/2020

CI BI RI	IS CERTIFICATE IS ISSUED AS A M ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	VEL' URA ID TI	Y OR NCE HE CI	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEI E A C	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED BY THE HE ISSUING INSURER(S), AL	E POLICIES JTHORIZED			
lf	PORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to tł	ne tei	rms and conditions of th	e polic	y, certain p	olicies may ı	IAL INSURED provisions or be require an endorsement. A st	e endorsed. atement on			
PRO	DUCER				CONTA NAME:	СТ	/					
	rew Atsaves				PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266							
	Artex Risk Solutions, Inc.				E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com							
Sco	0 E. Chaparral Rd.; Suite 275 ttsdale, AZ 85250				INSURER(S) AFFORDING COVERAGE NAICE							
					INCLIDE	16535						
INSU	RED						anencari mou	rance Company	10000			
	custaff HR, Inc. Labor Contractor, for co-emple	oyees	of: C	atellus Development	INSURE							
	poration 3 Silver Creek Valley Rd				INSURE							
	Jose, CA 95138				INSURE							
					INSURE							
COVERAGES CERTIFICATE NUMBER:20CA064813294 REVISION NUMBER:												
								REVISION NUMBER:				
IN CE	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	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$				
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
								MED EXP (Any one person) \$				
								PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$				
								PRODUCTS - COMP/OP AGG \$				
	OTHER:							COMBINED SINGLE LIMIT				
								(Ea accident)				
	ANY AUTO							BODILY INJURY (Per person) \$				
	AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) \$				
								PROPERTY DAMAGE \$				
								\$\$				
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$				
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$				
	DED RETENTION \$							\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER				
Α	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		WC 93-42-353-10		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000			
	(Mandatory in NH)					0 0 2020	0	E.L. DISEASE - EA EMPLOYEE \$	1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000			
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL				
Cove only 1	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) overage is provided for hy those co-employees but not subcontractors Catellus Development Corporation 66 Franklin St Suite 200 Oakland, CA 94607											
CEF					CANC	ELLATION						
	Contractors State License Boa P.O. Box 26000 Sacramento, CA 95826	ard			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							

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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										
If SUBROGATION IS WAIVED, subject to the terms and conditions of the this certificate does not confer rights to the certificate holder in lieu of su			require an endorsement. A st	atement on						
PRODUCER	CONTACT	)•								
Andrew Atsaves	NAME: PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266									
c/o Artex Risk Solutions, Inc.	(AIC, No, Ext): (480) 951-4177 (AIC, No): (480) 951-4206 E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com									
8840 E. Chaparral Rd.; Suite 275										
Scottsdale, AZ 85250	INSURER(S) AFFORDING COVERAGE NAI INSURER A : Zurich-American Insurance Company 16535									
INSURED		merican Insu	rance Company	16535						
Execustaff HR, Inc. Labor Contractor, for co-employees of: Catellus Development	INSURER B :									
Corporation	INSURER C :	* * * *								
5898 Silver Creek Valley Rd San Jose, CA 95138	INSURER D :									
	INSURER E :									
	INSURER F :			I						
COVERAGES CERTIFICATE NUMBER:20CA0648132			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 SUBR INSD WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
COMMERCIAL GENERAL LIABILITY			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$							
			MED EXP (Any one person) \$							
			PERSONAL & ADV INJURY \$							
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$							
			PRODUCTS - COMP/OP AGG \$							
			\$							
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident)							
ANY AUTO			BODILY INJURY (Per person) \$							
			BODILY INJURY (Per accident) \$							
AUTOS ONLY AUTOS HIRED NON-OWNED			PROPERTY DAMAGE							
			(Per accident) \$							
			EACH OCCURRENCE \$							
EXCESS LIAB CLAIMS-MADE			AGGREGATE \$							
			S S							
WORKERS COMPENSATION			X PER OTH- STATUTE ER							
				1,000,000						
A OFFICER/MEMBEREXCLUDED?	04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000						
If ves, describe under										
DÉSCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$	1,000,000						
Location Coverage Perio	od: 04/01/2020	04/01/2021	Client# CTL							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedul Coverage is provided for only those co-employees of, but not subcontractors to:			nd) Street Extension at Mitchell Avenue	, Alameda,						
			~							
CERTIFICATE HOLDER	CANCELLATION									
East Bay Municipal Utility District (EBMUD) dba: New Business Office 375 11th Street, MS 104 P.O. Box 24055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
Oakland, CA 94623	AUTHORIZED REPRESEI	NTATIVE								
	-		Jana-							
			ORD CORPORATION. All rig	hts reserved.						



DATE (MM/DD/YYYY) 03/19/2020

CI BI	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.											
lf	SUBROGATION IS WAIVED, subject	to th	ne te	rms and conditions of th	e poli	cy, certain p	olicies may ı					
	is certificate does not confer rights to	o the	cert	ificate holder in lieu of su	ICh en		).					
	DUCER Irew Atsaves				NAME:			FAX				
	Artex Risk Solutions, Inc.				PHONE (A/C. No	o. Ext): (480) 9	951-4177	FAX (A/C, No): (480)	951-4266			
	0 E. Chaparral Rd.; Suite 275				É-MAIL ADDRE	ss: SDL.B	SD.Certificate	es@artexrisk.com				
	ottsdale. AZ 85250							DING COVERAGE	NAIC #			
INCL					INSURE	RA: ZUNCN-A	mencan insu	rance Company	16535			
INSU	custaff HR, Inc. Labor Contractor, for co-empl	0000	of C	atellus Development	INSURE	RB:						
	poration	09888	501.0	atenus Development	INSURE	RC:						
	8 Silver Creek Valley Rd				INSURE	RD:						
San	Jose, CA 95138				INSURE	BE.						
0	INSURER F:     INSURER F:       COVERAGES     CERTIFICATE NUMBER:20CA064813294       REVISION NUMBER:											
IN CI E)	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		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS				
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$				
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED				
								PREMISES (Ea occurrence) \$				
								MED EXP (Any one person) \$				
								PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$				
								PRODUCTS - COMP/OP AGG \$				
								COMBINED SINGLE LIMIT \$				
								(Ea accident)				
	ANY AUTO							BODILY INJURY (Per person) \$				
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident) \$				
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE \$				
								S				
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$				
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$				
	DED RETENTION \$							\$ 				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER				
Α	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	x	WC 93-42-353-10		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000			
	OFFICER/MEMBEREXCLUDED?			110 00-12-000-10		37,31,2020	5-7,5172021	E.L. DISEASE - EA EMPLOYEE \$	1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000			
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL				
Cove only of, bi to:	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)         Coverage is provided for only those co-employees of, but not subcontractors       Catellus Development Corporation       Waiver of Subrogation applies to Jack London Square Existing (Oakland) Owner, LLC; S5 Harrison/255         Oakland, CA 94607       Second (Oakland) Owner, LLC; The Port of Oakland, and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies & mortgagees/lenders.         Endorsements: Waiver of Subrogation       Subrogation											
					C A 14							
UE					CAN	CELLATION						
	Jack London Square Existing London Square (Oakland) Op dba: Group, LLC; 55 Harrisor LLC; The Port of Oakland 472 Water Stroot	erato	r, LL	C; CIM	THE	EXPIRATIO	N DATE THE TH THE POLIC	ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE Y PROVISIONS.				
	472 Water Street Oakland, CA 94607				AUTHO	-						
	Varianu, UA 54007					am	ki al	Gana-				
	1						7					

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DATE (MM/DD/YYYY) 03/19/2020

CE BE RE	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.										
lf S	SUBROGATION IS WAIVED, subject	to th	ne ter	ms and conditions of th	e polic	y, certain p	olicies may ı	IAL INSURED provisions or require an endorsement. A	be endorsed. statement on		
PROD	s certificate does not confer rights to	o the	cert	ificate holder in lieu of su	CONTA		).				
	rew Atsaves				NAME: PHONE (A/C, No, Ext): (480) 951-4177 (A/C, No, Ext): (480) 951-4266						
	Artex Risk Solutions, Inc.				É-MAIL SDL BSD Cartificates @artexrisk.com						
	) E. Chaparral Rd.; Suite 275				Abbrede						
500	ttsdale, AZ 85250			-	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Zurich-American Insurance Company 16535						
INCLIE							merican insu	rance Company	16535		
INSUF Exec	custaff HR, Inc.			·	INSURE						
5898	Silver Creek Valley Rd				INSURE	RC:					
San	Jose, CA 95138			·	INSURE						
					INSURE						
		TIFIC		NUMPER-20045640420	INSURE	RF:					
				NUMBER: 20CA5649429				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		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$			
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$			
								MED EXP (Any one person) \$			
Γ								PERSONAL & ADV INJURY \$			
ſ	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$			
Γ								PRODUCTS - COMP/OP AGG \$			
Ĩ	OTHER:							\$			
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)			
	ANY AUTO							BODILY INJURY (Per person) \$			
[	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$			
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE \$			
								\$			
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$			
	DED RETENTION \$							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER			
		N/A		WC 42-79-716-13		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000		
	OFFICER/MEMBEREXCLUDED?			WC 42-79-710-13		04/01/2020	04/01/2021	E.L. DISEASE - EA EMPLOYEE \$	1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000		
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL-TX-1			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL			101, Additional Remarks Schedul	e, may be	attached if more	e space is require	ed)			
	rage is provided for age of ampleurosa Alt. Emp: Catellus Alt. Emp: Ca	ustin,	LLC								
	t not subcontractors Austin, TX 78723										
to:											
CER	TIFICATE HOLDER				CANC	ELLATION					
	Catellus Austin, LLC 4550 Mueller Blvd				THE	EXPIRATION	I DATE THE	ESCRIBED POLICIES BE CANCE REOF, NOTICE WILL BE D			
	Austin, TX 78723				700			Y PROVISIONS.			
				ł	AUTHO	RIZED REPRESE	NTATIVE				
						_		Janes-			
	I							ORD CORPORATION. All ri	abte record		



DATE (MM/DD/YYYY) 03/19/2020

C B R	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMATI ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	VEL URA	Y OF NCE HE C	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTE IE A C	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED BY TH HE ISSUING INSURER(S), A	E POLICIES UTHORIZED			
lf	IPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to ti	he te	rms and conditions of th	e polic	cy, certain p	olicies may ı	IAL INSURED provisions or b require an endorsement. A s	e endorsed. tatement on			
	DUCER				CONTACT NAME:							
	Irew Atsaves				PHONE (A/C, No, Ext): (480) 951-4177 (A/C, No): (480) 951-4266							
	Artex Risk Solutions, Inc.				E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com							
	0 E. Chaparral Rd.; Suite 275 ttsdale. AZ 85250				ADDRE	NAIC #						
					INCLIDE	16535						
INSU	RED						anencarimsu	rance Company	10000			
	custaff HR, Inc.				INSURE							
	8 Silver Creek Valley Rd Jose, CA 95138											
oun					INSURE							
					INSURE							
COVERAGES CERTIFICATE NUMBER:20CA564942949 REVISION NUMBER:												
						N ISSUED TO						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TER EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$				
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
								MED EXP (Any one person) \$				
								PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$				
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$				
	OTHER:							\$				
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT \$				
	ANY AUTO							BODILY INJURY (Per person) \$				
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident) \$				
	HIRED NON-OWNED							PROPERTY DAMAGE \$				
								(reraccident) \$				
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$				
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$				
	DED RETENTION \$							S				
	WORKERS COMPENSATION							X PER OTH-				
_	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT \$	1,000,000			
Α	(Mandatory in NH)	N/A	X	WC 42-79-716-13		04/01/2020	04/01/2021	E.L. DISEASE - EA EMPLOYEE \$	1,000,000			
	If yes, describe under								1,000,000			
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000			
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL-TX-1				
Cove only	crape is provided for those co-employees at not subcontractors				le, may b	e attached if mor	e space is require	ad)				
<b>5</b>	anamenta Waiyar of Subraration 20 d			e sensel peties (10 deve								
	orsements: Waiver of Subrogation, 30 d on payment of premium)	ays \	wnitel	n cancel nouce (10 days								
	RTIFICATE HOLDER				CAN	ELLATION						
					- Craite							
	Catellus Austin, LLC Mueller Section 1B-1 Subdivision Austin, TX 78723				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							
					andy atomics							

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DATE (MM/DD/YYYY) 03/19/2020

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lf	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to tl	he te	rms and conditions of th	e polic	cy, certain p	olicies may ı	IAL INSURED provisions require an endorsement	s or be A st	e endorsed. atement on		
	DUCER				CONTA NAME:		,.					
And	Irew Atsaves				PHONE (490) 051 4177 FAX (490) 051 4266							
	Artex Risk Solutions, Inc.				E-MAIL SDL DOD Cartificates @arteurisk.com							
	0 E. Chaparral Rd.; Suite 275 ttsdale, AZ 85250				ADDRESS: SDL.BSD.Certificates@artextisk.com INSURER(S) AFFORDING COVERAGE					NAIC #		
000	1000010, AZ 00200				INCLIDE			rance Company		16535		
INSU	RED				INSURE					10000		
Exe	custaff HR, Inc.				INSURE							
	3 Silver Creek Valley Rd Jose, CA 95138											
Gan					INSURE							
					INSURE							
Insurer F :       COVERAGES     CERTIFICATE NUMBER:20CA564942949     REVISION NUMBER:										·····		
IN Cl	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		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3			
	COMMERCIAL GENERAL LIABILITY			para an				EACH OCCURRENCE	\$			
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$			
								MED EXP (Any one person)	\$			
								PERSONAL & ADV INJURY	\$			
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$			
	POLICY PRO- JECT LOC								\$			
	OTHER:				S							
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$			
	ANY AUTO							BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED								\$			
	AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAGE	\$			
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$			
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	<u> </u>			
		1						AGGREGATE	<u> </u>			
	DED RETENTION S WORKERS COMPENSATION	1						X PER OTH- STATUTE ER	<b>.</b>			
	AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE								\$	1,000,000		
Α	OFFICER/MEMBEREXCLUDED?	N/A	X	WC 42-79-716-13		04/01/2020	04/01/2021	E.L. EACH ACCIDENT		1,000,000		
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE				
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL-TX-1				
DES	RIPTION OF OPERATIONS / LOCATIONS / VEHIC				le, may b	e attached if mor	e space is require	ed)				
Cove	rage is provided for Alt. Emp: Catellus A	ustin	, LLC									
only	those co-employees 4550 Mueller Blvd Austin, TX 78723											
to:	it not subcontractors Austin, 1A 10123											
E	promonto: Walker of Subscrating 00	<b>In</b>	- 44!-	a annual notice (10 down								
	Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days or non payment of premium)											
					CAN							
					UNNU	ELLATION	· · · · · · · · · · · · · · · · · · ·					
	City of Austin Attn: Austin En Resources PO Box 1088 Austin, TX 78767	ergy [	Direct	or of Onsite Energy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.							
					AUTHO	RIZED REPRESE	NTATIVE					
						1.	I. N					
			andy assauls									

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DATE (MM/DD/YYYY) 03/19/2020

								· Same	03	/19/2020
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, A	IVEL SURA	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTI	ER THE CO	VERAGE AFFORDE	D BY THE	E POLICIES
lf	IPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to t	he te	rms and conditions of th	e poli	cy, certain po	olicies may ı	IAL INSURED provis require an endorsen	ions or bonent. A st	e endorsed. tatement on
PRO	DUCER				CONTA NAME:	СТ				
	lrew Atsaves				PHONE	(400) 0	51-4177	FAX	No): (480) 9	951-4266
	Artex Risk Solutions, Inc.				(A/C, No, Ext): (400) 951-4177 (A/C, No): (400) 951-4 E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com					
	0 E. Chaparral Rd.; Suite 275 ottsdale, AZ 85250				ADDRE					NAIC #
					INCLIDE			rance Company		16535
INSL	RED				INSURE		incritari insa			10000
	custaff HR, Inc. Labor Contractor, for co-emp	loyee	s of: C	atellus Development						
	poration 8 Silver Creek Valley Rd				INSURE					
	Jose, CA 95138				INSURE					
					INSURE					
0	VERAGES CER	TIEI	CATE	NUMBER: 20CA5648830	INSURE	<u>:RF:</u>		REVISION NUMBER	 ວ.	I
TI IN C	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	OF EQUIP	INSUF REME TAIN,	RANCE LISTED BELOW HAY NT, TERM OR CONDITION THE INSURANCE AFFORD	VE BEE OF AN ED BY	Y CONTRACT	OR OTHER I OR OTHER I S DESCRIBED	D NAMED ABOVE FO	R THE POL	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
	COMMERCIAL GENERAL LIABILITY		1					EACH OCCURRENCE	\$	hulle to a constant a c
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence	e) \$	
								MED EXP (Any one person		
								PERSONAL & ADV INJUR	Y \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP A	GG \$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per pers	on) \$		
	OWNED AUTOS ONLY AUTOS							BODILY INJURY (Per accid	dent) \$	
	AUTOS ONLY NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR		1					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$	1.							s	
	WORKERS COMPENSATION	1	1					X PER OT STATUTE ER	H-	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	1,000,000
Α	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A		WC 93-42-354-10		04/01/2020	04/01/2021	E.L. DISEASE - EA EMPLO		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		· ·					E.L. DISEASE - POLICY LI		1,000,000
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL-AZ		
Cov only	DescRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage is provided for inly those co-employees f, but not subcontractors Tempe, AZ 85281 o:									
CE	RTIFICATE HOLDER				CAN	CELLATION				
	Catellus Development Corporation 502 South College Ave Suite 314					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	Tempe, AZ 85281			AUTHORIZED REPRESENTATIVE						



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If SUBROGATION IS WAIVED, subject	to th	ne te	rms and conditions of th	ie poli	cy, certain p	olicies may i					
this certificate does not confer rights t	o the	cert	ificate holder in lieu of si			).					
Andrew Atsaves				CONTACT NAME: PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266							
c/o Artex Risk Solutions, Inc.				PHONE (A/C, No. Ext);         (480) 951-4177         FAC, NO);         (480) 951-4266           E-MAIL ADDRESS;         SDL.BSD.Certificates@artexrisk.com							
8840 E. Chaparral Rd.; Suite 275				ADDRESS: SDL.DSD.Certificates@aftexitsk.com							
Scottsdale, AZ 85250					NAIC#						
INSURED						merican insu	rance Company	16535			
Execustaff HR, Inc. Alt. Emp: Catellus Developme	ent Co	rpora	tion	INSURE							
5898 Silver Creek Valley Rd		•		INSURE				·······			
San Jose, CA 95138					RD:						
					RE:						
COVERAGES CERTIFICATE NUMBER: 20CA564820529 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	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS				
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$				
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
							MED EXP (Any one person) \$				
							PERSONAL & ADV INJURY \$				
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$				
							PRODUCTS - COMP/OP AGG \$				
OTHER:							S				
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)				
ANY AUTO							BODILY INJURY (Per person) \$				
OWNED SCHEDULED							BODILY INJURY (Per accident) \$				
AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAGE s				
AUTOS ONLY AUTOS ONLY							(Per accident) \$				
UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$				
EXCESS LIAB CLAIMS-MADE							AGGREGATE \$				
							AGGREGATE 5				
DED RETENTION \$							X PER OTH-				
AND EMPLOYERS' LIABILITY								1 000 000			
A OFFICER/MEMBEREXCLUDED?	N/A		WC 42-79-716-13		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000			
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	1,000,000			
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000			
			Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL-CO				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage is provided for only those co-employees of, but not subcontractors to:											
CERTIFICATE HOLDER CANCELLATION											
Catellus Development Corpor	Catellus Development Corporation 31914 Upper Bear Creek Road Evergreen, CO 80439						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							

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DATE (MM/DD/YYYY) 03/19/2020

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AND	LY OR ANCE THE CI	NEGATIVELY AMEND, I DOES NOT CONSTITUTI ERTIFICATE HOLDER.	EXTEN E A C	ID OR ALTE	ER THE CON BETWEEN T	/ERAGE AFFORDED B) HE ISSUING INSURER(S	Y THE S), AU	POLICIES		
IMPORTANT: If the certificate holder is a If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to th	the ter	ms and conditions of the	e polic	y, certain po	olicies may r	AL INSURED provisions equire an endorsement.	or be Ast	e endorsed. atement on		
PRODUCER			CONTAC							
Andrew Atsaves		Γ	PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266							
c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.: Suite 275			E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com							
Scottsdale, AZ 85250			INSURER(S) AFFORDING COVERAGE					NAIC #		
			INSURE	RA: Zurich-A	merican Insu	rance Company		16535		
INSURED			INSURE	RB:						
Execustaff HR, Inc. 5898 Silver Creek Valley Rd			INSURE	R C :						
San Jose, CA 95138			INSURE	RD:						
		-	INSURE	RE:						
		NUMBER: 20CA5648137				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 ADI				POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	6			
COMMERCIAL GENERAL LIABILITY				initinit_		DAMAGE TO RENTED	\$\$			
						THEIMOLO (Ed COUNTERING)	\$			
						······	\$			
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$			
						PRODUCTS - COMP/OP AGG	\$			
OTHER:							\$			
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$			
ANY AUTO						BODILY INJURY (Per person)	\$			
OWNED AUTOS ONLY AUTOS ONLY							\$			
HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$			
							\$			
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$			
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$			
DED RETENTION \$							\$			
AND EMPLOYERS' LIABILITY Y / N								1 000 000		
A ANYPROPRIETOR/PARTNER/EXECUTIVE	A	WC 42-79-716-13		04/01/2020	04/01/2021	E.L. EACH ACCIDENT	<u>\$</u>	<u>1,000,000</u> 1,000,000		
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	<u> </u>	1,000,000		
DESCRIPTION OF OPERATIONS below	_					E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
		Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL-TX		:		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Alt. Emp: Catellus Deve			e, may b	e attached if mor	e space is requir	ed)				
Coverage is provided for 4550 Muellor Blud	elopme	nt Corporation								
only those co-employees of, but not subcontractors Austin, TX 78723										
to:										
		I	CAN	CELLATION						
Catellus Development Corporati 4550 Mueller Blvd Austin, TX 78723		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									
					-	ORD CORPORATION.	All rig	hts reserved.		

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If	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).										
PRO	DUCER				CONTA NAME:	ст	•				
	drew Atsaves				PHONE (A/C, No	(400) (	951-4177	951-4177 FAX (A/C, No): (480) 951-4266			
	Artex Risk Solutions, Inc. I0 E. Chaparral Rd.; Suite 275			·	E-MAIL ADDRE		SD.Certificat	es@artexrisk.com			
	ottsdale, AZ 85250						SURER(S) AFFOR	RDING COVERAGE	NAIC #		
				-	INSURF			rance Company	16535		
INSU	RED				INSURE			rance company	10000		
	custaff HR, Inc.				INSURE						
	8 Silver Creek Valley Rd Jose, CA 95138			-							
				-	INSURER D :						
					INSURE						
CO	VERAGES CER	TIFIC	CATE	NUMBER:20CA5648137		NF .		REVISION NUMBER:			
	HIS IS TO CERTIFY THAT THE POLICIES					N ISSUED TO					
	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F KCLUSIONS AND CONDITIONS OF SUCH F	QUIF	REME 'AIN,	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE	of an' Ed by	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT 1 D HEREIN IS SUBJECT TO AL	O WHICH THIS		
INSR LTR	TYPE OF WOULDANIES	ADDL	SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$			
								MED EXP (Any one person) \$			
								PERSONAL & ADV INJURY \$	· · · · · · · · · · · · · · · · · · ·		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC							GENERAL AGGREGATE \$			
								PRODUCTS - COMP/OP AGG \$			
	OTHER:										
	ANY AUTO							(Ea accident)			
	OWNED SCHEDULED										
	AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY PANAOE			
								(Per accident) \$			
								EACH OCCURRENCE \$			
								AGGREGATE \$	0.5700.57		
	DED RETENTION \$		++								
	AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER			
Α	ANYPROPRIETOR/PARTNER/EXECUTIVE	N / A		WC 42-79-716-13		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000		
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	1,000,000		
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000		
				Location Coverage Perio	d:	04/01/2020	04/01/2021	Client# CTL-TX			
DESC					e, may be	attached if more	e space is require	ed)			
	Alt. Emp: Catellus De 4550 Mueller Blvd	evelo	pmer	nt Corporation							
	those co-employees 4550 Mueller Bivd ut not subcontractors Austin, TX 78723										
to:											
CEF	CERTIFICATE HOLDER CANCELLATION										
	City of Austin dba: Economoc Growth & Red 301 W. 2nd Street, Suite 2030 Austin, TX 78701		lopm	ent	THE	EXPIRATION	I DATE THE	ESCRIBED POLICIES BE CANC REOF, NOTICE WILL BE Y PROVISIONS.			
	AUSUIT, TA 76701 AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE										
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CE BE	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.									
lf	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).									
	UCER	o une	cen	incate noider in neu or st	CONTA					
	rew Atsaves				NAME: PHONE	(490) 0	E4 4477	FAX (490)	051 4266	
	Artex Risk Solutions, Inc.				(A/C, No	<u>, Ext): (400) s</u>	51-4177	[ [ [ ] ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] [ ] ] [ ] ] [ ] ] [ ] ] [ ] [ ] ] [ ] ] [ ] ] [ ] [ ] ] [ ] [ ] ] [ ] [ ] ] [ ] ] [ ] [ ] ] [ ] [ ] ] [ ] [ ] ] [ ] [ ] ] [ ] [ ] ] [ ] [ ] ] [ ] [ ] [ ] ] [ ] [ ] [ ] ] [ ] [ ] [ ] [ ] ] [ ] [ ] [ ] [ ] ] [ ] [ ] [ ] [ ] ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [	951-4266	
	8840 E. Chaparral Rd.; Suite 275									
Sco	ttsdale, AZ 85250					INS	URER(S) AFFOR	DING COVERAGE	NAIC #	
					INSURE	RA: Zurich-A	merican Insu	rance Company	16535	
INSU					INSURE	RB:				
	ustaff HR, Inc. Silver Creek Valley Rd				INSURE	RC:				
	Jose, CA 95138				INSURE	RD:				
					INSURE					
					INSURE					
201	VERAGES CER		2015	NUMBER: 20CA5648137		ал <b>г</b> ;		REVISION NUMBER:	1	
	IS IS TO CERTIFY THAT THE POLICIES									
	DICATED. NOTWITHSTANDING ANY RE									
CE	RTIFICATE MAY BE ISSUED OR MAY	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBED			
	CLUSIONS AND CONDITIONS OF SUCH				BEEN F					
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
								EACH OCCURRENCE \$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
								MED EXP (Any one person) \$		
								PERSONAL & ADV INJURY \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$		
								PRODUCTS - COMP/OP AGG \$		
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AUTOS ONLY AUTOS HIRED NON-OWNED								BODILY INJURY (Per accident) \$ PROPERTY DAMAGE		
								(Per accident)		
			ļ					\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADE	4						AGGREGATE \$		
DED RETENTION \$ \$										
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	x	WC 42-79-716-13		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000	
^	OFFICER/MEMBEREXCLUDED?	"´^				07/01/2020	5-7/0 1/202 I	E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000	
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL-TX		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC									
Cove	rage is provided for Alt. Emp: Catellus D	evelo	opme	nt Corporation	Colon	у Parк; ABS 4 S	SUR 19 BURLE	SON J ACR 199.60.		
only	hose co-employees 4550 Mueller Bivd									
of, bu to:	t not subcontractors AUSTIN, 1X 78723									
<b>_</b> .										
Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)										
CERTIFICATE HOLDER CANCELLATION										
				Nicco	6U/			ESCRIBED POLICIES BE CANCEL		
	City of Austin, Office of Real Attention: Property Managem		e Ser	VICES				EREOF, NOTICE WILL BE DE		
	505 Barton Springs Road, Su		350					Y PROVISIONS.		
	Austin, TX 78704		•							
					AUTHO	RIZED REPRESE				
	Ander Description									
	andy atomics									
	© 1988-2015 ACORD CORPORATION. All rights reserved.									



DATE (MM/DD/YYYY) 03/19/2020

CI BI RI	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 CONTACT NAME:								
	rew Atsaves				PHONE (A/C, N	Ext), (480) 9	951-4177	FAX (A/C, No); (480) 9	951-4266
	Artex Risk Solutions, Inc.				È-MAIL			es@artexrisk.com	
	0 E. Chaparral Rd.; Suite 275 ttsdale, AZ 85250				ADDRESS: SDL.BSD.Certificates@anexrisk.com INSURER(S) AFFORDING COVERAGE NAIC#				
					INSURER A : Zurich-American Insurance Company 16535				
INSU	RED custaff HR, Inc. Labor Contractor, for co-emp		of C	atallus Davalanment	INSURE		Inerican insu		10555
	poration	loyees	5 01. C	atelius Development	INSURE	RC:			
	3 Silver Creek Valley Rd Jose, CA 95138				INSURE	RD:			
San	Jose, CA 95136				INSURE	ER E :			
					INSURE	RF:			
<u></u>	/ERAGES CEF	TIFIC	CATE	NUMBER: 20CA5648830	)52			REVISION NUMBER:	
IN CE	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	equif Pert Poli	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	of an Ed by	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I	DOCUMENT WITH RESPECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	*****	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
l İ								MED EXP (Any one person) \$	
	······································							PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	
								PRODUCTS - COMP/OP AGG \$	
	OTHER:							s	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT \$	
	ANY AUTO							(Ea accident) BODILY INJURY (Per person) \$	
								BODILY INJURY (Per accident) \$	
	AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAGE	
	AUTOS ONLY AUTOS ONLY							(Per accident) \$	
		<u> </u>						EACH OCCURRENCE S	
	DED RETENTION \$							X PER OTH- STATUTE ER	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE								4 000 000
A	OFFICER/MEMBEREXCLUDED?	N/A		WC 93-42-354-10		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT   \$	1,000,000
				Location Coverage Perio	od:	04/01/2020	04/01/2021	Client# CTL-AZ	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC				e, may b	e attached if more	e space is require	ed)	
Cove only t of, bu	rage is provided for hose co-employees t not subcontractors	nt Co	rpora	ition	-		-		
to:									
CERTIFICATE HOLDER CANCELLATION									
	City of TempeSHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE31 E 5th StTHE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED INTempe, AZ 85281ACCORDANCE WITH THE POLICY PROVISIONS.								
				ŀ	AUTUO				
	AUTHORIZED REPRESENTATIVE								
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DATE (MM/DD/YYYY) 03/19/2020

CI BI RI	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.									
lf	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).									
	UCER				CONTA NAME:	СТ				
	rew Atsaves Artex Risk Solutions, Inc.				PHONE (A/C, No E-MAIL	o, Ext): (480) 9	951-4177	FAX (A/C, No): (48	0) 951-4266	
884	0 E. Chaparral Rd.; Suite 275				ADDRE	ss: SDL.B	SD.Certificate	es@artexrisk.com		
Sco	ttsdale, AZ 85250							IDING COVERAGE	NAIC #	<u>;</u>
INSU	2ED						merican Insu	rance Company	16535	
Exe	sustaff HR, Inc.			-	INSURE					
	Silver Creek Valley Rd Jose, CA 95138				INSURE					
oun					INSURE					
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CO	ERAGES CER	TIFIC	CATE	NUMBER: 20CA5648137				REVISION NUMBER:	l	
IN CE EX	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	equif Pert Polic	REMEI AIN, CIES.	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE	of an' Ed by	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT	O WHICH TH	lis
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
								EACH OCCURRENCE \$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
								MED EXP (Any one person) \$		
								PERSONAL & ADV INJURY \$		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC							GENERAL AGGREGATE \$		
								PRODUCTS - COMP/OP AGG \$		
	OTHER:							COMBINED SINGLE LIMIT		
								(Ea accident) \$ BODILY INJURY (Per person) \$		
							BODILY INJURY (Per accident) \$			
AUTOS ONLY AUTOS										
	AUTOS ONLY AUTOS ONLY							(Per accident) \$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$		
	DED RETENTION \$							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER		
Α	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		WC 42-79-716-13		04/01/2020	04/01/2021	E.L. EACH ACCIDENT \$	1,000,0	000
	(Mandatory in NH)					0	0	E.L. DISEASE - EA EMPLOYEE \$	1,000,0	000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,0	000
				Location Coverage Peric	od:	04/01/2020	04/01/2021	Client# CTL-TX		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC Alt. Emp: Catellus D				e, may b	e attached if mor	e space is require	ed)		
only i	rage is provided for hose co-employees t not subcontractors	eveic	pme	it Corporation						
CERTIFICATE HOLDER CANCELLATION										
San Antonio Housing Authority dba: Attn: Lorraine Robles 818 S. Flores Street					THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CANO EREOF, NOTICE WILL BE Y PROVISIONS.		
	San Antonio, TX 78204 AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE									
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### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

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

The additional premium for this endorsement shall be _______ of the California workers' compensation premium otherwise due on such remuneration.

#### SCHEDULE

#### **Person or Organization**

IN FAVOR OF: Jack London Square Existing (Oakland) Owner, LLC; Jack London Square (Oakland) Operator, LLC; CIM dba: Group, LLC; 55 Harrison/255 Second (Oakland) Owner LLC; The Port of Oakland 472 Water Street Oakland, CA 94607

#### **Job Description**

Waiver of Subrogation applies to Jack London Square Existing (Oakland) Owner, LLC; Jack London Square (Oakland) Operator, LLC; CIM Group, LLC; 55 Harrison/255 Second (Oakland) Owner, LLC; The Port of Oakland, and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies & mortgagees/lenders.

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: 04/01/2020

Policy No: WC 93-42-353-10

Endorsement No:

Insured: Execustaff HR, Inc. Labor Contractor, for co-employees of: Catellus Development Corporation

Insurance Company: Zurich-American Insurance Company

Countersigned by

WC 04 03 06

**Copyright 1983 National Council on Compensation Insurance** 

North 2 for

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. Specific Waiver Catellus Austin, LLC Mueller Section 1B-1 Subdivision Austin, TX 78723
  - Blanket Waiver Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:
- 3. Premium:

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

No Charge

4. Advance Premium:

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: 04/01/2020

Policy No: WC 42-79-716-13

Endorsement No:

Insured: Execustaff HR, Inc.

Premium: \$

Insurance Company: Zurich-American Insurance Company

Charge 2 for Countersigned by

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver City of Austin Attn: Austin Energy Director of Onsite Energy Resources PO Box 1088 Austin, TX 78767

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium:

The premium charge for this endorsement shall be  $__{0}$  percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

No Charge

4. Advance Premium:

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: 04/01/2020

Policy No: WC 42-79-716-13

Endorsement No:

Premium: \$

Insured: Execustaff HR, Inc.

Insurance Company: Zurich-American Insurance Company

Mayle 2 for Countersigned by

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-00)

### TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver City of Austin, Office of Real Estate Services Attention: Property Management 505 Barton Springs Road, Suite 1350 Austin, TX 78704

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: Colony Park; ABS 4 SUR 19 BURLESON J ACR 199.60.
- 3. Premium:

No Charge

4. Advance Premium:

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: 04/01/2020

Policy No: WC 42-79-716-13

Endorsement No:

Premium: \$

Insured: Execustaff HR, Inc.

Insurance Company: Zurich-American Insurance Company

Charger 2 for Countersigned by

## **BOND FOR FAITHFUL PERFORMANCE**

WHEREAS the City Council of the City of Alameda, State of California, and Pulte Home Company, LLC., a Michigan Limited Liability Company, hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated improvements, which said agreement, dated

20, and identified as Subdivision No. 8524, Bay 37, is hereby referred to and made a part hereof: and

WHEREAS said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we, the Principal and XL Specialty Insurance Company , as surety, are held and firmly bound onto the City of Alameda hereinafter called "City", in the penal sum of FOUR MILLION FIVE HUNDRED SIXTY SIX THOUSAND DOLLARS (\$4,566,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on September 1 , 20 20

SURETY	XL Specialty Insurance Company	/
	(Name)	
505 Eagl	èwood Blvd.	
Exton, P	A 19341	
	(Surety Address)	

E	xton, PA 19341	
	(Surety Address)	
	(Attorney-in-fact)	Inmag I Ma

ATTACH ACKNOWLEDGMENT

James I. Moore

Pulte Home Company, LLC, PRINCIPAL <u>a Michigan Limited Liability Company</u> (Name)

By See attached (Signature)

Executed this 15+ day of September , 2020

.

Pulte Home Company, LLC a Michigan limited liability company

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

**Notary Attached** 



Power of Attorney XL Specialty Insurance Company XL Reinsurance America Inc.

BOND NUMBERUS00096662SU20A LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

#### James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

#### XL SPECIALTY INSURANCE COMPANY



STATE OF PENNSYLVANIA COUNTY OF CHESTER

by:

An CB

Gregory Boal, VICE PRESIDENT

Attest:

MM MM

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Rebecca C. Shalhoub, Notary Public Uwchlan Twp., Chester County My Commission Expires April 28, 2020 MEUBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Melun Stallab

Rebecca C. Shalhoub, NOTARY PUBLIC

#### STATE OF PENNSYLVANIA COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this <u>lst</u> day of <u>September</u>, 2020



Veri MM

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

7 C

Gregory Boal, VICE PRESIDENT

Attest:

Kein MM

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



Rebecca C. Shalhoub, Notary Public Uwchlan Twp., Chester County My Commission Expires April 28, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

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Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this <u>1st</u> day of <u>September, 20</u>20



Kein M Min

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/13/2023 12:00:00AM

State of Illinois}

} ss.

County of DuPage }

On <u>September 1, 2020</u> before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>James I. Moore</u> known to me to be Attorney-in-Fact of <u>XL Specialty Insurance</u> <u>Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2021

Jenniper J. Mc Con

Jennifer J. McComb, Notary Public

Commission No. 542429



# ACKNOWLEDGEMENT BY PRINCIPAL

# STATE OF GEORGIA)

## ) ss.

**COUNTY OF FULTON)** 

This record was acknowledged before me on September 1, 2020, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, a Michigan limited liability company, provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

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Signature of Notary Public

Shirley E. Hutchins Notary Public State of Georgia My Commission Expires: March 18, 2022 SHIRLEY E HUTCHINS Notary Public - State of Georgia Fulton County My Commission Expires Mar 18, 2022

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## LABOR AND MATERIALS BOND

WHEREAS the City Council of the City of Alameda, State of California, and Pulte Homes Company, LLC., a Michigan Limited Liability Company, hereinafter designated as "Principal", have entered into an agreement whereby Principal agrees to install and complete certain designated improvements, which said agreement, dated _, 20____, and identified as Subdivision No. 8524, Bay 37, is hereby referred to and made a part hereof; and

WHEREAS under the terms of said agreement Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Alameda to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety are held firmly bound unto the City of Alameda and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of FOUR MILLION FIVE HUNDRED SIXTY SIX THOUSAND DOLLARS (\$4,566,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named on September 1 , 20 20.

SURETY XL Specialty Insuran	ce Company	
(Name)		
505 Eagleview Blvd.		
Exton, PA 19341		
(Surety Address)		
Pu DE Min		

(Attorney-in-fact) James I. Moore ATTACH ACKNOWLEDGMENT

PRINCIPAL Pulte Homes Company, LLC (Name)

By <u>SEE attached</u>

Executed this 15t day of September , 2020

Palte Home Company, LLC

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

Notary Attached



Power of Attorney XL Specialty Insurance Company XL Reinsurance America Inc.

BOND NUMBER US00096662SU20A LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

#### James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

#### XL SPECIALTY INSURANCE COMPANY



STATE OF PENNSYLVANIA COUNTY OF CHESTER by:

SACB

Gregory Boal, VICE PRESIDENT

Attest:

MM

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Rebecca C. Shalhoub, Notary Public Uwchlan Twp., Chester County My Commission Expires April 28, 2020 MEUBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this <u>lst</u> day of <u>September</u>, 2020



Veni MM

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of April, 2018.



XL REINSURANCE AMERICA INC.

7 C

Gregory Boal, VICE PRESIDENT

Attest:

Veni M Min

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA COUNTY OF CHESTER

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of



STATE OF PENNSYLVANIA COUNTY OF CHESTER COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Rebecca C. Shalhoub, Notary Public Uwchlan Twp., Chester County My Commission Expires April 28, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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Rebecca C. Shalhoub, NOTARY PUBLIC

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this <u>1st</u> day of <u>September, 20</u>20



Veri M Min

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date

4/13/2023 12:00:00AM

State of Illinois } } ss. County of DuPage }

On <u>September 1, 2020</u>, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>James I. Moore</u> known to me to be Attorney-in-Fact of <u>XL Specialty Insurance Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 9/10/21

Jenn An J. Mc Can

Jennifer J. McComb, Notary Public

# ACKNOWLEDGEMENT BY PRINCIPAL

## STATE OF GEORGIA)

) ss.

**COUNTY OF FULTON)** 

This record was acknowledged before me on September 1, 2020, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

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Signature of Notary Public

Shirley E. Hutchins Notary Public State of Georgia My Commission Expires: March 18, 2022

