

eCAPS # P15000003	MINOR ENCROACHMENT PERMIT APPLICATION CONSTRUCTION	Permit # ENC24-0099
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OWNER	NAME / POINT OF CONTACT Misako Hill	PHONE 415-533-2540	EMAIL mishill@tesla.com	
	BUSINESS NAME Tesla, Inc.			JOB NO. / WORK ORDER NO.
	MAILING STREET ADDRESS 3500 Deer Creek Road		CITY Palo Alto	STATE CA

CONTRACTOR	BUSINESS NAME North Valley Engineers Inc.			LICENSE NO.	
	MAILING STREET ADDRESS 4563 State Hwy 20		CITY Browns Valley	STATE CA	ZIP 95918
	CONTRACTOR POINT OF CONTACT Tim Hugi	PHONE 210.426.5195	EMAIL nvehugi@gmail.com		

SITE	LOCATION OF WORK 8136 Delta Shores Circle, Sacramento, CA 95832		EXAMPLES: - 1234 MAIN ST, SACRAMENTO, CA 95814 - MAIN ST BETW 1 ST ST AND 4 TH ST - BOUND BY 10 TH ST, 14 TH ST, U ST AND X ST	
	START DATE (APPROXIMATE) 12/1/2023	# OF WORKING DAYS IN PUBLIC ROW 4 4	NOTE: BE AS ACCURATE AS POSSIBLE. THIS IS USED TO INVOICE FOR EXPECTED INSPECTION HOURS. DO NOT USE GENERAL 30/60/90 DAYS.	
	GENERAL DESCRIPTION OF WORK (EXAMPLE: NEW WATER & SEWER TAP, INSTALL ALLEYWAY SIGNS, TRENCH/INSTALL 180 FEET OF ELEC CONDUIT, ETC) Install new primary pull box within the public right of way.			

SCOPE OF WORK	SEPARATE REVOCABLE PERMIT BEING SUBMITTED FOR THESE ELEMENTS: <input type="checkbox"/> BENCH <input type="checkbox"/> BIKE RACK <input type="checkbox"/> MONITORING WELL <input type="checkbox"/> SIGN <input type="checkbox"/> SIGN TOPPER <input type="checkbox"/> OTHER: _____							
	<input type="checkbox"/> SIDEWALK / DRIVEWAY	WIDTH (ft)	LENGTH (ft)	DEPTH (in)	MATERIAL (Concrete/Asphalt)			
	<input type="checkbox"/> CITY OR COUNTY CONNECTIONS / TAPS	INCLUDE BOTH AGENCY AND FACILITY IN DESCRIPTION. FOR EXAMPLE: 'CITY WATER' OR 'SASD SEWER'.						
		DESCRIPTION	DIAMETER (in)	LENGTH (ft)	MATERIAL	TAP TYPE	INSTALL METHOD	
		DESCRIPTION	DIAMETER (in)	LENGTH (ft)	MATERIAL	TAP TYPE	INSTALL METHOD	
	<input checked="" type="checkbox"/> NON-CITY UTILITY	UTILITY COMPANY (SMUD/PG&E/ETC) SMUD		WORK TO BE PERFORMED <input type="checkbox"/> ABOVE GROUND <input checked="" type="checkbox"/> BELOW GROUND <input type="checkbox"/> BOTH				
		<input type="checkbox"/> UNDERGROUND LINE		LINE TYPE	DIA (in)	LENGTH (ft)	MATERIAL	INSTALL METHOD
		<input checked="" type="checkbox"/> UNDERGROUND STRUCTURE		TYPE (MH/PB,ETC) Pull Box		DESCRIPTION Install new primary pull box within the public right of way.		
		<input type="checkbox"/> ABOVE GROUND STRUCTURE OR LINES		DESCRIPTION				
	<input type="checkbox"/> ROADWAY TRENCHING	WIDTH	LENGTH			DEPTH		
	<input type="checkbox"/> SMALL CELL SITE	NAME	CITY POLE No.	PRIVATE POLE OWNER		ADDITIONAL INFO		
	<input type="checkbox"/> BANNERS	APPLICANT	TOTAL NO.	DATE RANGE		<input type="checkbox"/> MAP INCLUDED <input type="checkbox"/> REV PERMIT REQ.		
<input type="checkbox"/> OTHER	DESCRIPTION							

RELATED BUILDING / PW PERMITS: **COM-2317433**



OWNER'S SIGNATURE: **Misako Hill** Digitally signed by Misako Hill
Date: 2023.11.08 12:35:29
-08'00'

DATE: **10/20/23**

By signing this application, Owner agrees to comply with the requirements of Sacramento City Code Chapter 12.12. The Code can be found at: <http://www.qcode.us/codes/sacramento/>.

Final Processing:

1. Owner and Contractor will be notified by email or phone call when permit has been approved.
2. Approved permits will remain active a maximum of 60 calendar days from approval date or until the Estimated Start Date listed, whichever occurs first.
3. Contractor is required to contact the Construction Inspection Help Desk at 916-808-6810 a minimum of 1 week prior to the requested start date of work to schedule a preconstruction meeting.
4. If Contractor has not called the Construction Inspection Help Desk as required by #2 and #3 above, the permit status will change to EXPIRED.
5. The Owner or Contractor may request the City to delay the start date of the project, request an extension of the project duration, or make other modifications to the application by submitting the request in writing by sending an email to Encroachments@cityofsacramento.org. Please include the project address and ENC # in the Subject Line of the email.

PERMIT DEPOSIT \$ 1788.00		 APPROVED City of Sacramento Plan Review DEVELOPMENT ENGINEERING By: Eva Bravo on Nov 01, 2023	 APPROVED City of Sacramento Plan Review DEPARTMENT OF UTILITIES Sarai Jimenez 01/11/2024	E	APPROVED DATE
A D D I T I O N A L I N F O	<input type="checkbox"/> CERTIFICATE OF INSURANCE	<input type="checkbox"/> GENERAL LIABILITY - \$500K COMBINED SINGLE LIMIT <input type="checkbox"/> STANDARD ACCORD FORM ON COMPANY LETTERHEAD <input type="checkbox"/> SIGNED BY AGENT <input type="checkbox"/> CITY OF SACRAMENTO LISTED AS CERTIFICATE HOLDER <input type="checkbox"/> CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS, EMPLOYEES & VOLUNTEERS LISTED AS ADDITIONAL INSURED <input type="checkbox"/> ADDITIONAL INSURED ENDORSEMENT <input type="checkbox"/> A.M. BEST GUIDE RATING OF A-VII OR BETTER <input type="checkbox"/> ISSUE DATE, POLICY'S EFFECTIVE DATE, EXPIRATION DATE LISTED			
	<input type="checkbox"/> OTHER AGENCY PROJECT	AGENCY NAME	RECORD DRAWING / AS-BUILT REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO		
	<input type="checkbox"/> BOND REQUIRED	CONSTRUCTION COST	BOND AMOUNT		
	<input type="checkbox"/> REVOCABLE PERMIT REQUIRED	REV PERMIT NUMBER	DATE APPROVED		



Construction Encroachment Fee Summary
Development Engineering
300 Richards Blvd
Sacramento, CA 95811



Address: **8136 Delta Shores Circle**

File Number: **ENC**

Administration

Project Length (Days) 4
Utility Review Yes
Addl Plan Review (Hrs) 0
Roadway Trenching Fee¹ 0

Inspection

Inspection Required Yes
New Taps Proposed No
No. of TCP Pages 1

Notes:

¹ Per Utility Cut Tracking System. This cell is for the combined Trenching Fee and Admin Fee, as provided by the Tracking System.

Fee Summary

Administration and Review Fees

	Total
Minimum Deposit	\$ 300.00
Utility Review	\$ 328.00
Plan Check	\$ 82.00
Traffic Control Plan Review	\$ 98.00
Trench Cut Fee (Based on Trenching Area)	\$ -
Subtotal:	\$ 808.00

Inspection Fees

	# Days	Hr / Day	Cost / Hr	Total
Pre-Construction Meeting	1	1	\$196	\$ 196.00
Utility Coordination	0	1		\$ -
Traffic Control Inspection (Daily, First 5 Days)	4	1		\$ 784.00
Traffic Control Inspection (Daily, Over 5 Days)	0	0.5		\$ -
Subtotal:				\$ 980.00

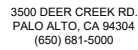
Total Fee: \$ 1,788.00

Accela Fee Schedule

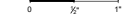
Code	Item	Amount	Value
DE_ENC01	ENC Minimum Deposit	\$ 300.00	1
DE_ENC02	ENC Plan Check Deposit 1	\$ 508.00	508
DE_ENC03	ENC Plan Check Deposit 2	\$ -	0
DE_ENC04	ENC Plan Check Full Cost Recov	\$ -	0
DE_ENC05	ENC Inspection Deposit	\$ 980.00	980
DE_ENC06	ENC Inspection Full Cost Recov	\$ -	0
DE_ENC08	Trench Cut PW Inspection	\$ -	0

TRT: 45419

TRT: 45419



ORIGINAL SIZE 24"X36"
SHEET SIZE ARCH "D"



STRUCTURAL ONLY

Kirill
Voronov

TESLA SUPERCHARGER_SACRAMENTO, CA
28 SUPERCHARGERS

8136 DELTA SHORES CIR S,
SACRAMENTO, CA 95832, USA

NO.	REVISION	DATE
A	CIP SUPERCHARGERS	09/13/23

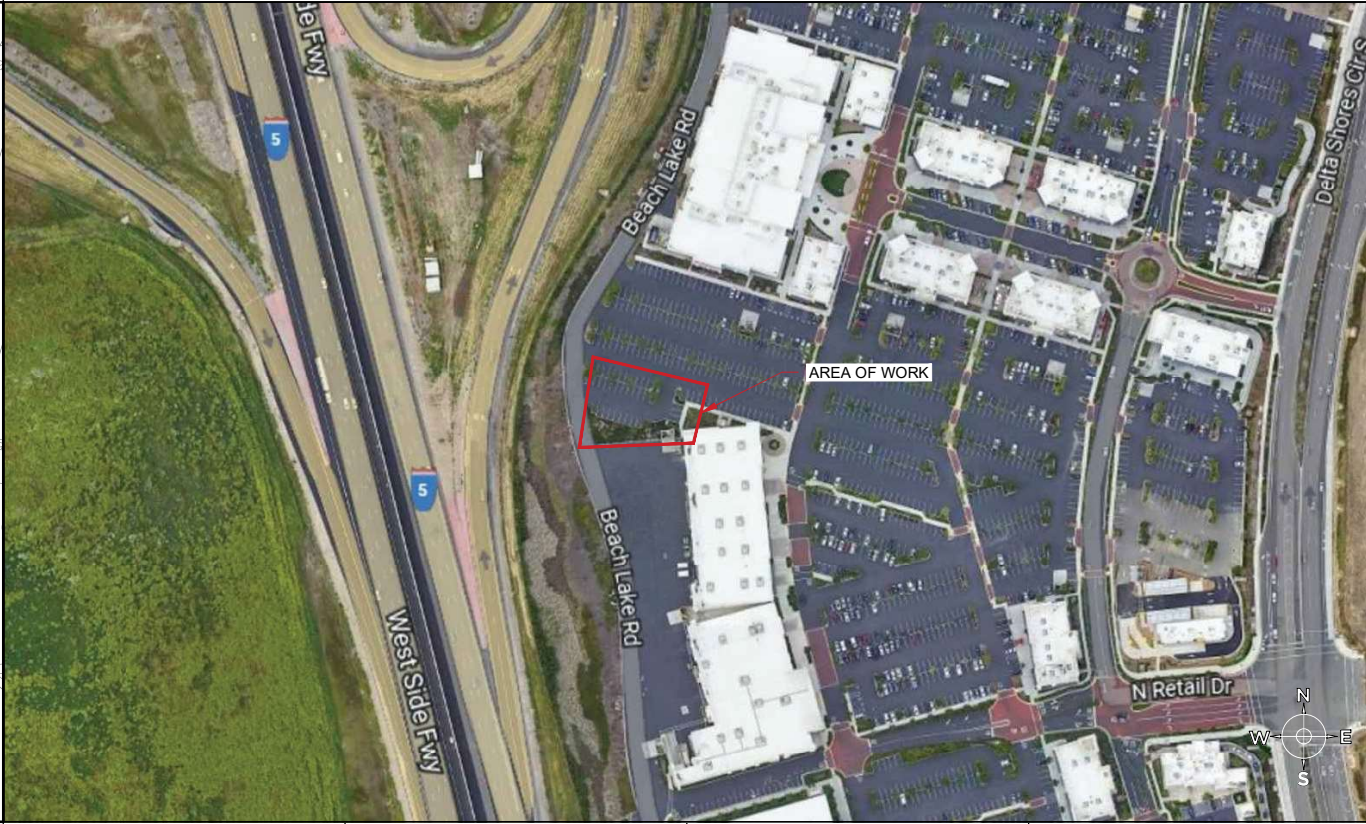
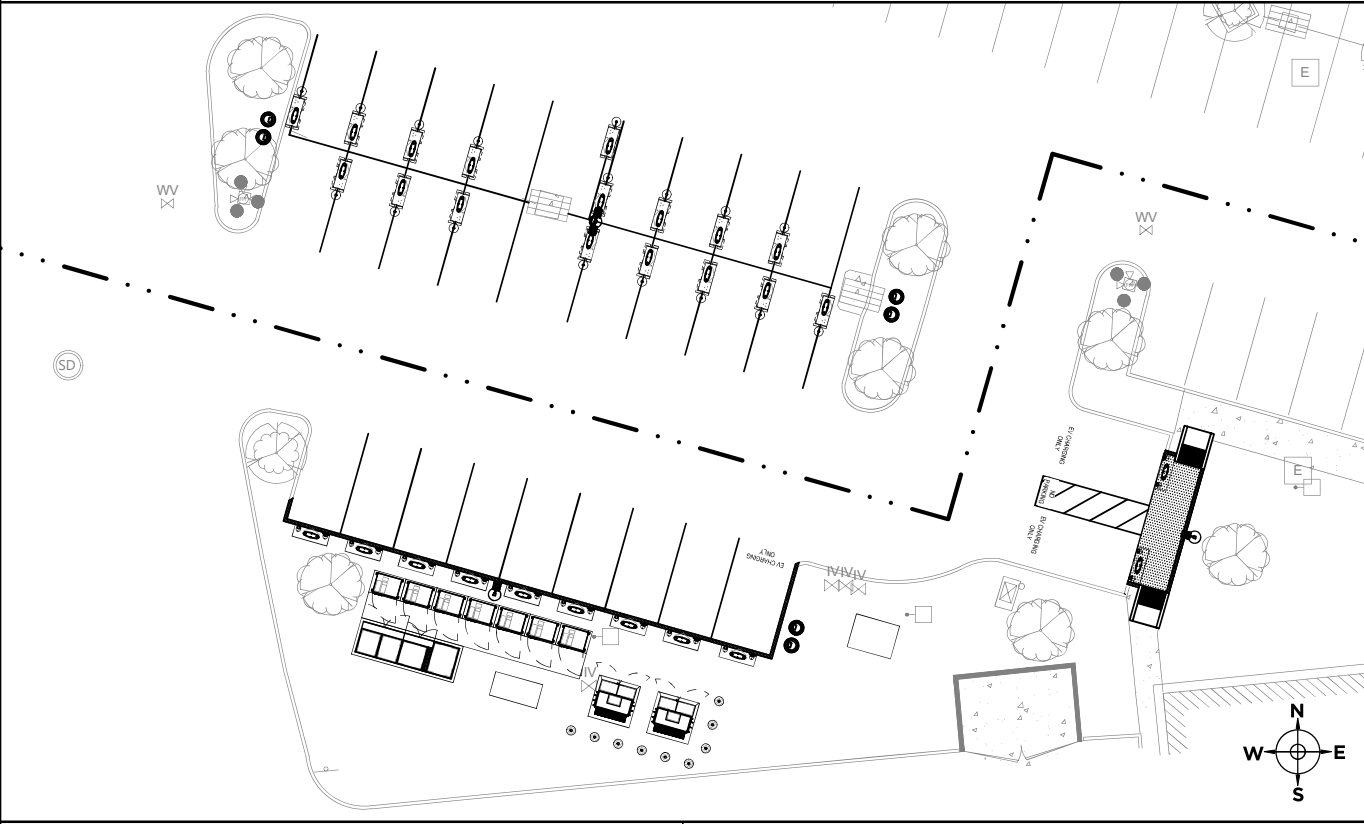
COVER PAGE

G-001

JB-95811276-00

REV: A	IFP
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AERIAL MAP



SHEET INDEX

AC	ALTERNATING CURRENT	LV	LOW-VOLTAGE
ADA	AMERICANS WITH DISABILITIES ACT	LVDC	LOW VOLTAGE DIRECT CURRENT
BLDG	BUILDING	MAX	MAXIMUM
CLR	CLEAR	MIN	MINIMUM
COMM	COMMUNICATION	MV	MEDIUM-VOLTAGE
CONC	CONCRETE	(N)	NEW
DC	DIRECT CURRENT	NEC	NATIONAL ELECTRIC CODE
DIA	DIAMETER	NIC	NOT IN CONTRACT
DIST	DISTANCE	NRTL	NATIONALLY-RECOGNIZED TESTING LABORATORY
(E)	EXISTING		
EA.	EACH	NTS	NOT TO SCALE
EGC	EQUIPMENT GROUNDING CONDUCTOR	OC	ON CENTER
EMT	ELECTRICAL METALLIC TUBING	PCC	POINT OF COMMON COUPLING
EQ	EQUAL	PL	PROPERTY LINES
ERMS	ENERGY REDUCTION MAINTENANCE SETTINGS	PLC	POWER LINE COMMUNICATION
	ENERGY STORAGE SYSTEM	PP	POWERPACK
ESS	ELECTRIC VEHICLE	PSU	PRE-ASSEMBLED SUPERCHARGER UNIT
EV	GRADED AGGREGATE BASE	PV	PHOTOVOLTAIC
GAB	GALVANIZED	PVC	POLYVINYL CHLORIDE
GALV	GROUNDING ELECTRODE CONDUCTOR	PVD	RAPID SHUTDOWN
GEC	GROUND FAULT PROTECTOR	SCCR	SHORT CIRCUIT CURRENT RATING
GFP	GROUND	SCH	SCHEDULE
GND	HEATING, VENTILATION, & AIR CONDITIONING	SQ. IN.	SQUARE INCHES
HVAC	CURRENT	SS	STAINLESS STEEL
I	CURRENT AT MAX POWER	SSBJ	SUPPLY SIDE BONDING JUMPER
IMP	INVERTER	SSD	SEE STRUCTURAL DRAWINGS
INV	SHORT CIRCUIT CURRENT	STC	STANDARD TESTING CONDITIONS
ISC	KILOVOLT AMPERE	TYP	TYPICAL
KVA	KILOWATT	UON	UNLESS OTHERWISE NOTED
KW	KILOWATT-HOUR	VIF	VERIFY IN FIELD
KWH	LONG TIME, SHORT TIME, INSTANTANEOUS GROUND	W	WATT
LSIG			

STRUCTURAL ENGINEER OF RECORD: KIRILL VORONOV TESLA, INC. 721 FERNCREST RD., TRINIDAD, CA 95570 (818) 943-7621 KVORONOV@TESLA.COM	ELECTRICAL ENGINEER OF RECORD: BILL LOU, PE, PH. D PAULICON CORPORATION 3463 ASHTON COURT PALO ALTO, CA 94306 (650) 269-6888 PAULICONEE@GMAIL.COM
PROJECT DESIGNER: JOSH ANDREWS TESLA, INC. 12832 S. FRONTRUNNER BLVD., DRAPER, UT 84020 (801) 300-9348 JOSANDREWS@TESLA.COM	CIVIL ENGINEER OF RECORD: MICHAEL P. HENDERSON TESLA, INC. 45500 FREMONT BOULEVARD, FREMONT, CA 94538 M:(678) 687-1976 MIHENDERSON@TESLA.COM

1. WIND DESIGN
 - DESIGN WIND SPEED = 93 MPH (ULTIMATE)
 - RISK CATEGORY = II
 - WIND EXPOSURE = C
2. SEISMIC DESIGN
 - RISK CATEGORY = II
 - SEISMIC IMPORTANCE FACTOR = 1.0
 - SITE CLASS = D
 - $S_s = 0.604 / S_1 = 0.261$
 - $S_{ds} = 0.53 / S_{d1} = 0.362$
 - SEISMIC DESIGN CATEGORY = D
 - BASIC SEISMIC-FORCE-RESISTING SYSTEM = NON-STRUCTURAL COMPONENT
 - $R = 2.5 / a_p = 1.0$
3. GROUND SNOW LOAD = 0 PSF

APPLICABLE CODES
2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA ENERGY CODE

REFERENCED DOCUMENTS
SUPERCHARGER INSTALLATION MANUAL
SUPERCHARGER POST INSTALLATION MANUAL
TOPOGRAPHIC SURVEY
UTILITY DESIGN

INSTALLATION OF SUPERCHARGERS
AND ASSOCIATED AC AND DC
EQUIPMENT.

INSTALLATION OF CONCRETE
EQUIPMENT PADS AND WALKWAYS.

INSTALLATION OF NEW PARKING
STRIPING, SIGNAGE AND ADA ACCESS
FEATURES.

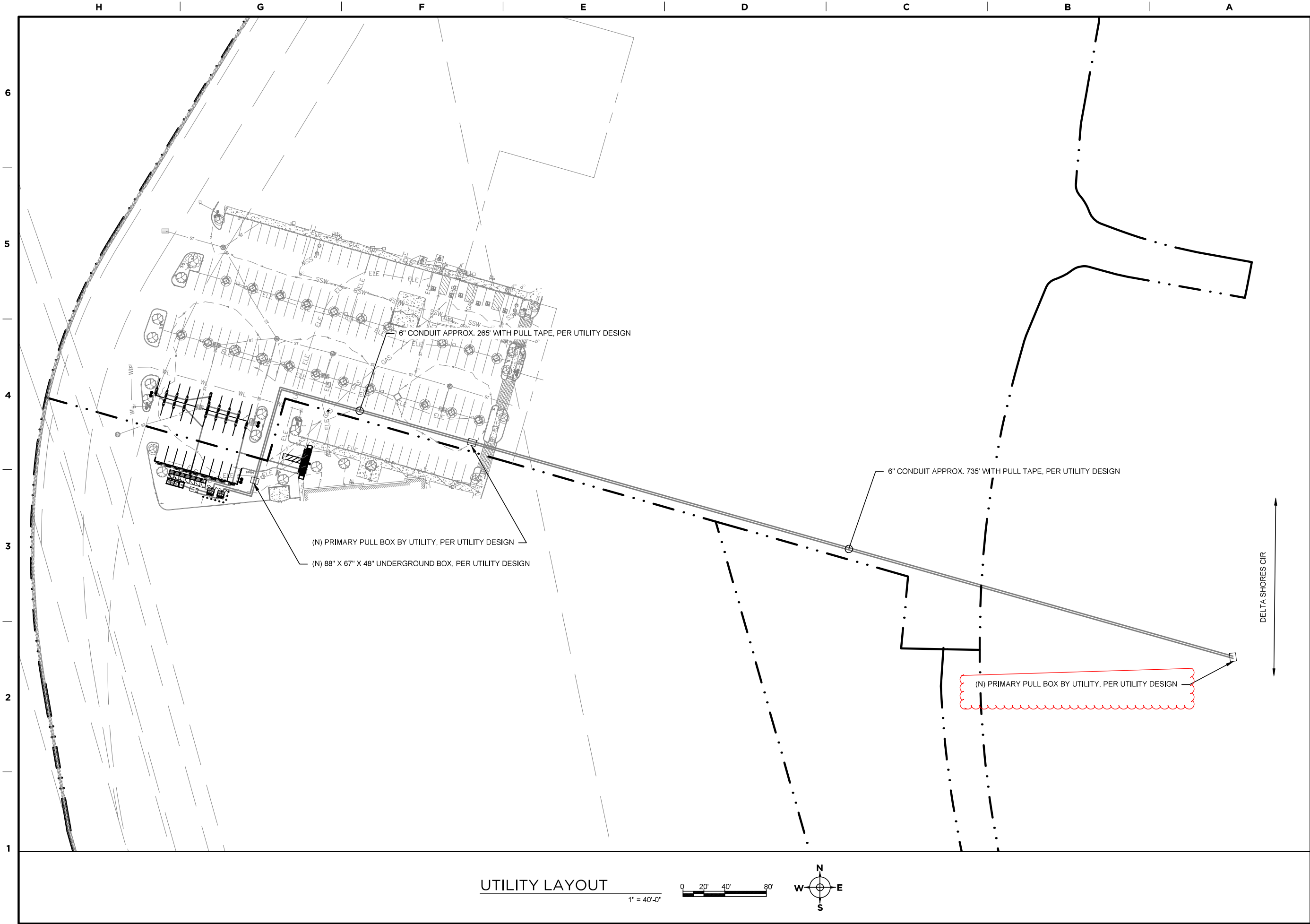
ASPHALT OVERLAY FOR PROPOSED EV
ADA STALLS.

INSTALLATION OF NEW LED LIGHTING.

SUPERCHARGER SYSTEM SUMMARY	
EQUIPMENT	QTY
V3 SUPERCHARGER CABINETS	7
V3 SUPERCHARGER POSTS	28
UTILITY TRANSFORMER	2
SWITCHBOARD	1
LIGHT POLES	3
COMBINER BOX	1

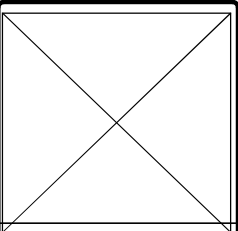
SHEET #	SHEET TITLE
G-001	COVER PAGE
G-002	NOTES
G-101	DEMO PLAN
E-101	SITE PLAN
E-102	UTILITY LAYOUT
E-201	SINGLE LINE DIAGRAM
E-501	ELECTRICAL DETAILS
E-502	ELECTRICAL DETAILS
E-801	TITLE 24
A-301	ACCESSIBLE PARKING PLAN
A-501	DETAILS
S-301	ENLARGED SITE PLAN
S-501	STRUCTURAL DETAILS
S-502	STRUCTURAL DETAILS
S-601	CUTSHEETS

A



3500 DEER CREEK RD,
PALO ALTO, CA 94304
(850) 681-5000

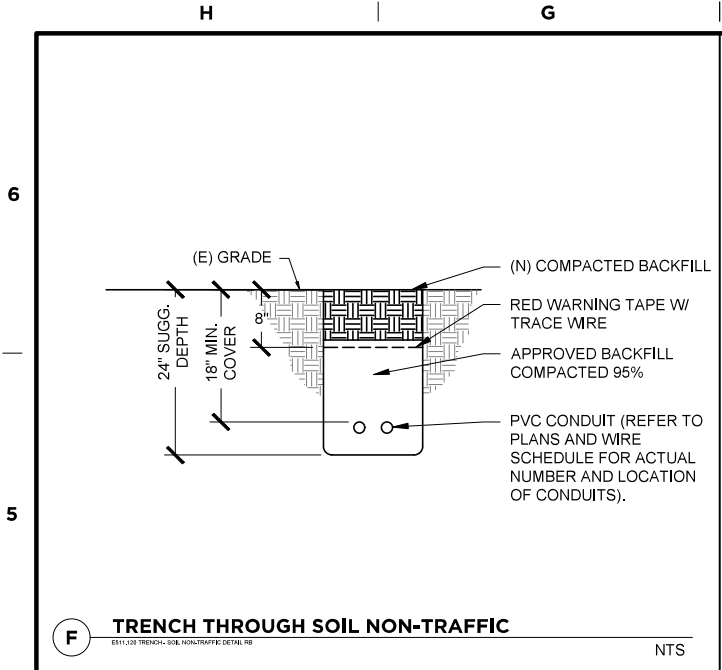
ORIGINAL SIZE 24"X36"
SHEET SIZE ARCH "D"



TESLA SUPERCHARGER_SACRAMENTO, CA
28 SUPERCHARGERS
8136 DELTA SHORES CIR S,
SACRAMENTO, CA 95832, USA

NO.	REVISION	DATE
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UTILITY LAYOUT	
E-102	
JB-95811276-00	
REV: A	IFP



F

D

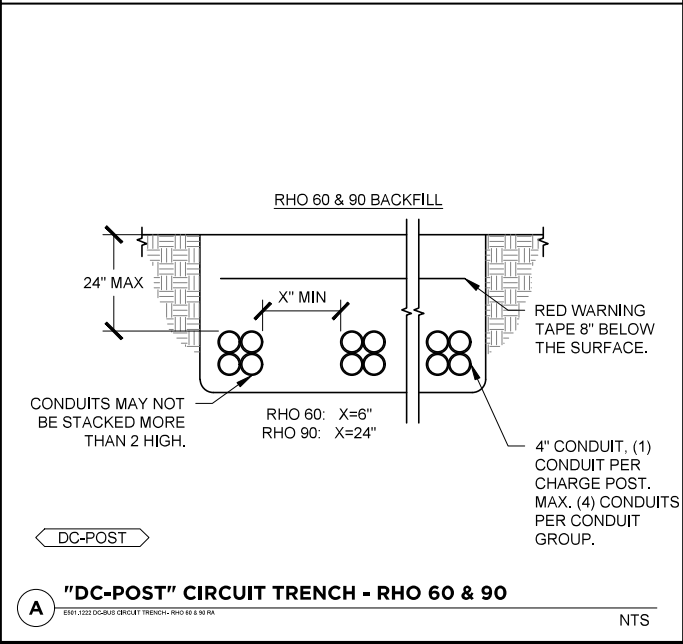
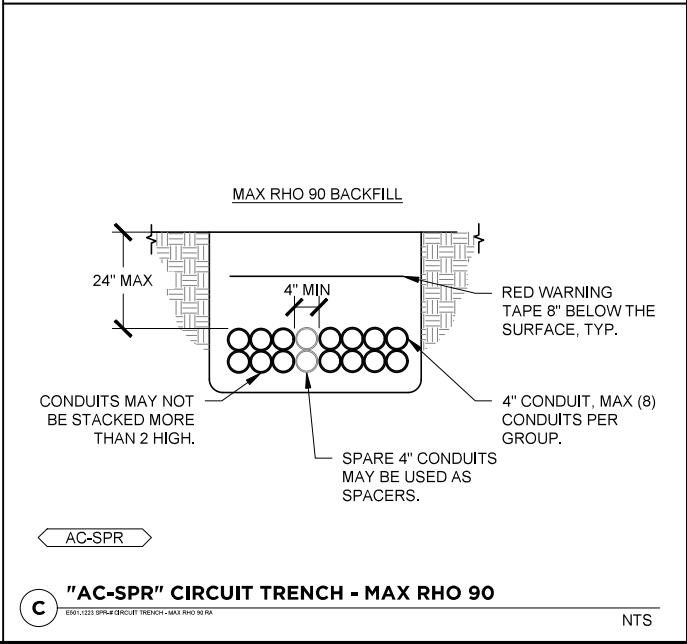
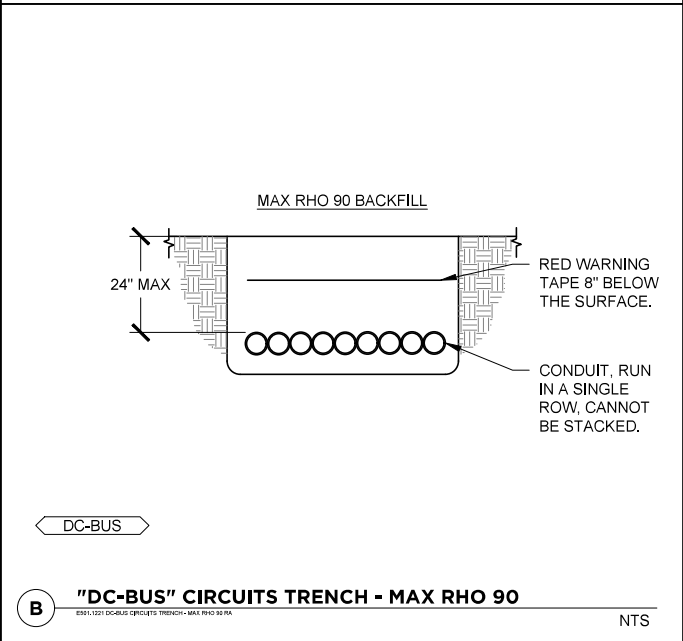
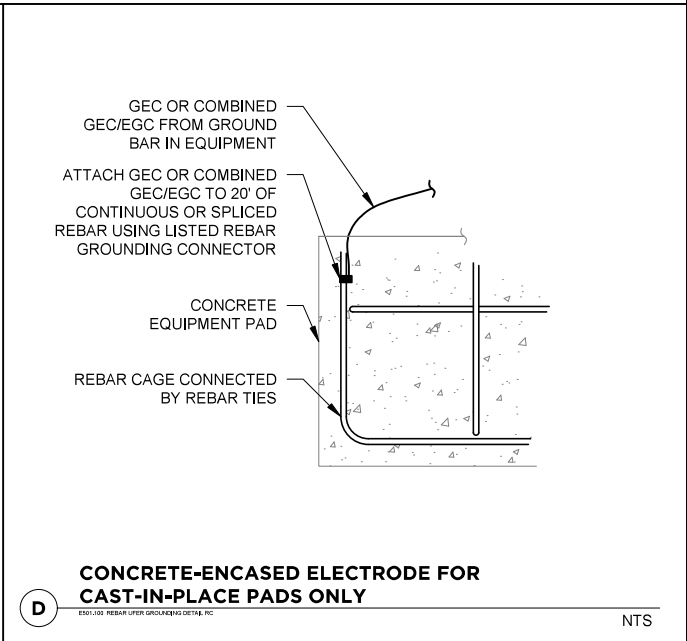
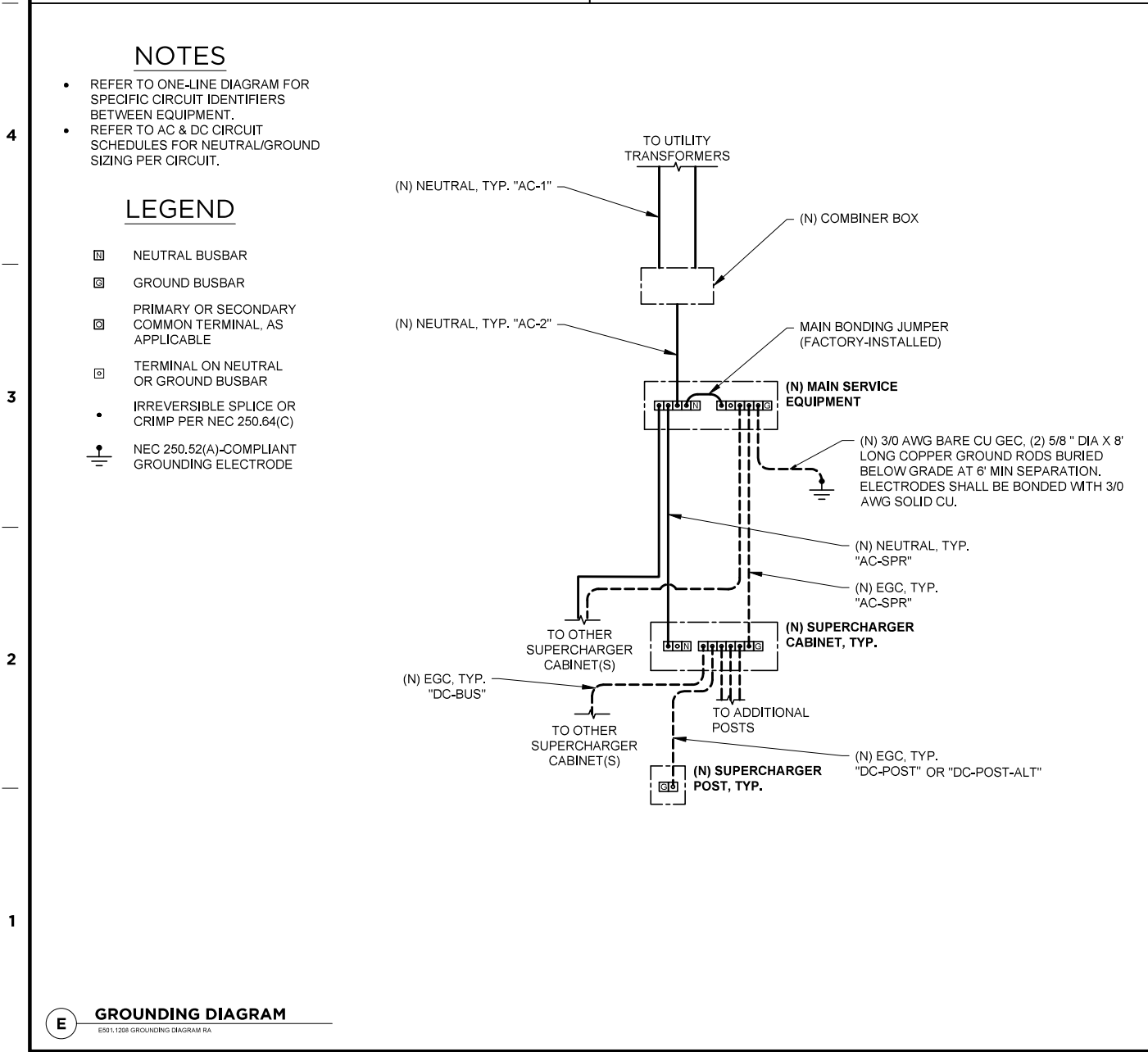
C

BREAKER SETTINGS

MAIN SWITCHBOARD SB-1, MCB 4000A ZPOWER			
		PHASE	GROUND
DESIGNATION	FRAME AMPS	4,000	4,000
	AIC kA	100	100
FRAME	MFR	EATON	EATON
	TYPE MODEL	SBS-625	SBS-625
TRIP UNIT	SENSOR AMPS	4,000	4,000
	PLUG AMPS	4,000	4,000
	DESCRIPTION	LSI, 4000AF	GF, 800-6000AF
	TYPE/MODEL	MAGNUM SB, DT 520	MAGNUM SB, DT 520
TRIP UNIT SETTINGS (4000A TRIP)	LONG DELAY PICKUP (I_L)	1 (4000A)	
	LONG DELAY TIME (t_L)	4s	
	SHORT DELAY PICKUP (I_{sd})	2 (8000A)	
	SHORT DELAY TIME (t_{sd})	0.1s	
	INSTANTANEOUS PICKUP (I_i)	3 (12000A)	
	GROUND FAULT PICKUP (I_g)		0.3 (1200A)
	GROUND FAULT DELAY TIME (t_g)		0.5s

SUPERCHARGER CABINET BREAKERS	
PD-3 THERMAL-MAG TRIP UNIT (600A TRIP)	
INSTANTANEOUS (I_i): 5 (3000A)	

- TRENCHING NOTES**
- THE TRENCH DESIGNS FOR AC-SPR, DC-POST, AND DC-BUS CIRCUITS ARE THE RESULT OF A THERMAL ANALYSIS OF THE CONDUCTORS UNDER LOAD. FOR PROPER PROTECTION THEY MUST BE FOLLOWED.
 - APPROVED BACKFILL IS REQUIRED TO MEET THE DESIGNED RHO VALUES. USE THE SPECIFIED BACKFILL LISTED BELOW OR TEST NATIVE SOIL CONDITIONS TO CONFIRM MAX DEFINED RHO VALUES. MINIMUM 2" OF APPROVED BACKFILL COVERAGE AROUND CONDUITS REQUIRED.
 - RHO 60 BACKFILL** -CONCRETE BACKFILL WITH MIN 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI MUST BE USED TO ACHIEVE MAX RHO 60.
 - RHO 90 BACKFILL** - LOW STRENGTH FLUIDIZED THERMAL (SLURRY) BACKFILL WITH MIN 28 DAY COMPRESSIVE STRENGTH OF 150 PSI MUST BE USED TO ACHIEVE MAX RHO 90.
 - FOR TRENCHES WITH MIXED CIRCUIT TYPES, APPLY THE CONDUIT SPACING FOR THE CIRCUIT TYPE WITH THE LARGER SPACING REQUIREMENT.
 - CONDUIT TO BE INSTALLED TO A MAX COVER OF 24". COVER MAY BE REDUCED PER THE NEC TABLE 300.5.
 - CONDUIT ARE PERMITTED TO HAVE GREATER THAN 24" COVER FOR SHORT DISTANCES WHERE REQUIRED TO CROSS UNDER (E) UTILITY LINES. TO ALLOW FOR NEC REQUIRED MIN RADIUS FOR CONDUIT TURN-UPS INTO PAD-MOUNTED EQUIPMENT, TO AVOID (E) OBSTRUCTIONS, ETC.



TESLA

3500 DEER CREEK RD.
PALO ALTO, CA 94304
(850) 681-5000

ORIGINAL SIZE 24"x36"
SHEET SIZE ARCH "D"

TESLA SUPERCHARGER_SACRAMENTO, CA
28 SUPERCHARGERS
8136 DELTA SHORES CIR S,
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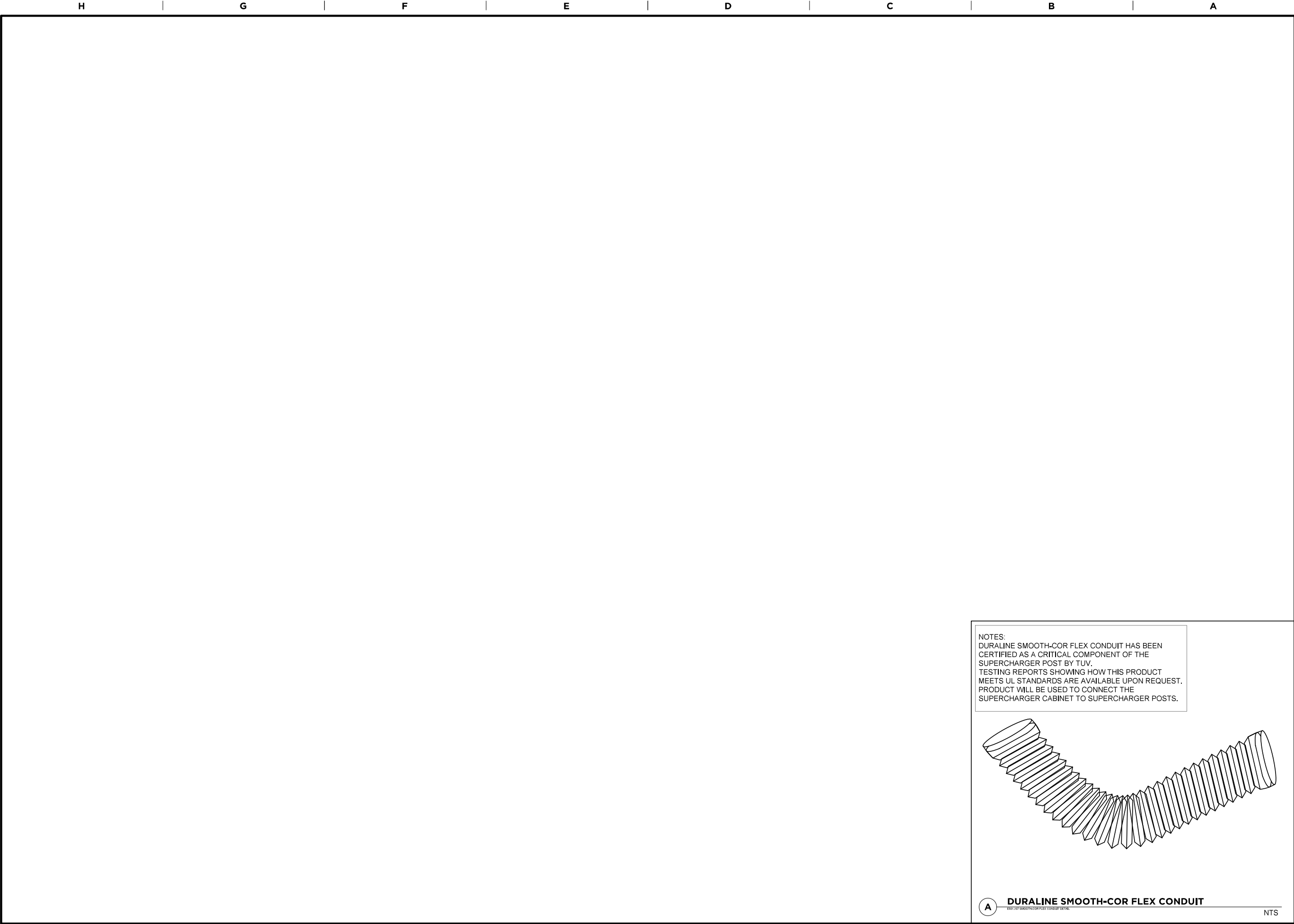
NO.	REVISION	DATE
A	CIP SUPERCHARGERS	09/13/23

ELECTRICAL DETAILS

E-501

JB-95811276-00

REV: A IFP



TESLA

3500 DEER CREEK RD.
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ORIGINAL SIZE 24"x36"
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01'0"

1'

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ELECTRICAL
DETAILS

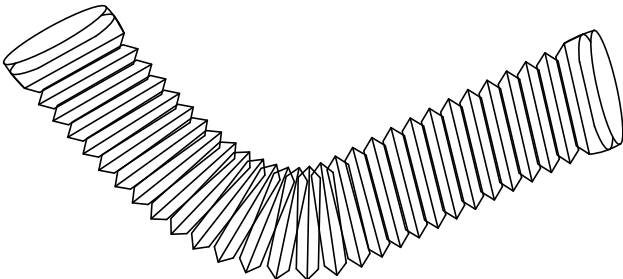
E-502

JB-95811276-00

REV: A

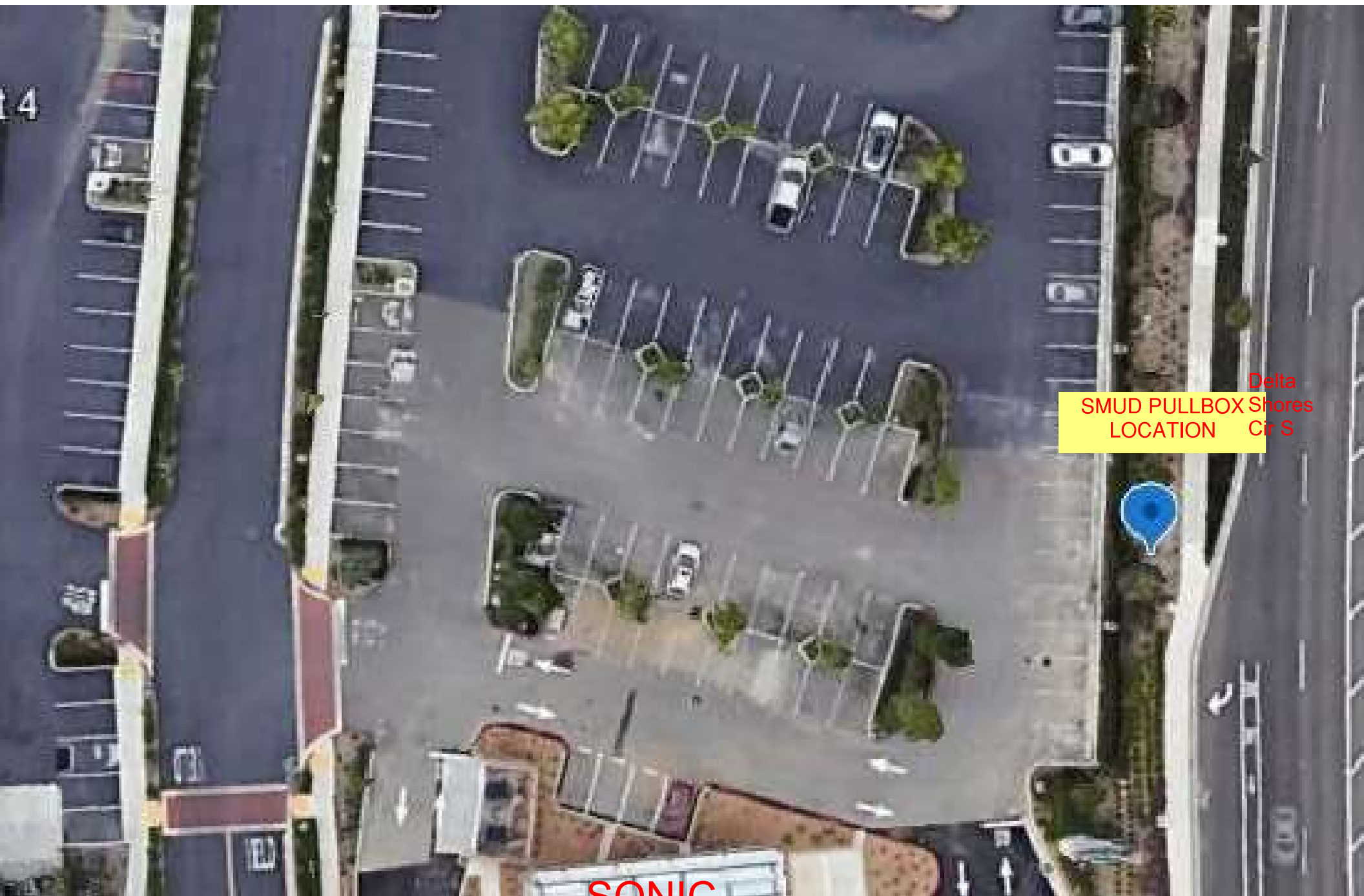
IFP

NOTES:
DURALINE SMOOTH-COR FLEX CONDUIT HAS BEEN
CERTIFIED AS A CRITICAL COMPONENT OF THE
SUPERCHARGER POST BY TUV.
TESTING REPORTS SHOWING HOW THIS PRODUCT
MEETS UL STANDARDS ARE AVAILABLE UPON REQUEST.
PRODUCT WILL BE USED TO CONNECT THE
SUPERCHARGER CABINET TO SUPERCHARGER POSTS.



A DURALINE SMOOTH-COR FLEX CONDUIT

NTS



Delta Shores Cir S
SMUD PULLBOX LOCATION

SONIC

No Traffic Control Proposed

Sidewalk and Street to remain fully open during Construction.

Application was submitted without Traffic Control Plan, and submitter has confirmed that no traffic control is proposed for the project.

If traffic control is determined to be required during construction, work shall be halted until a traffic control plan has been submitted, reviewed, and approved.

Any additional fees required for the Traffic Control Plan review and approval, or additional days of work may be coordinated with Development Engineering staff at DE@cityofsacramento.org.

APPROVED

By Matthew Harter at 9:47 am, Jan 16, 2024

**M - F 8:30 AM TO 3:30 PM
PROVIDE ADVANCE NOTIFICATION &
OUTREACH TO AFFECTED PROPERTIES
MAINTAIN PEDESTRIAN & DRIVEWAY ACCESS
POST "NO PARKING" SIGNS 72 HRS IN
ADVANCE - COORDINATE WITH PROPERTY
OWNER TO WORK FROM AND PLACE "NO
PARKING" SIGNS ON PRIVATE PARKING LOT**

**PEDESTRIAN PATH OF TRAVEL SHALL BE ADA
COMPLIANT AND MUST COMPLY WITH THE CITY
OF SACRAMENTO'S SIDEWALK CLOSURE POLICY**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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

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

PRODUCER Rival Insurance Sales, Inc. 151 N Sunrise Ave Suite 1405 Roseville CA 95661	CONTACT NAME: Josh Christensen PHONE (A/C, No, Ext): (916) 961-8391 E-MAIL ADDRESS: service@rivalinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: Insurance Company of the West INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 22322 37885
INSURED North Valley Engineers Incorporated P.O. BOX 716 BROWNS VALLEY CA 95918		

COVERAGES**CERTIFICATE NUMBER:** CL2342600502**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NGL-1005867-01	04/14/2023	04/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	NBA-1005863-01	04/14/2023	04/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NEC-6006837-01	04/14/2023	04/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WSA-5066878-01	08/05/2023	08/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			NIM1006268-01	04/14/2023	04/14/2024	Rented/Leased Equipmet \$100,000

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

Re: COM-2317433, Loc: 8136 DELTA SHORES CIR S, SACRAMENTO, CA 95832

City of Sacramento C/O EXIGIS LLC is named as additional insured per the attached. Waivers of subrogation and primary wording included.

*Except 10 days written notice of cancellation for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Sacramento C/O EXIGIS LLC P.O. Box 947 Murrieta CA 92564	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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
 - 1. Broad Form Insured**
 - 2. Employees As Insureds**
 - 3. Additional Insured By Contract, Agreement or Permit**
 - 4. Employee Hired Autos**
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
 - 1. Rental Reimbursement**
 - 2. Extra Expense – Broadened Coverage**
 - 3. Personal Effects Coverage**
 - 4. Lease Gap**
 - 5. Glass Repair – Waiver Of Deductible**
- F. Physical Damage Coverage Extensions**
 - 1. Additional Transportation Expense**
 - 2. Hired Auto Physical Damage**
- G. Business Auto Conditions**
 - 1. Notice Of Occurrence**
 - 2. Waiver Of Subrogation**
 - 3. Unintentional Failure To Disclose Hazards**
 - 4. Primary Insurance**
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered “autos” for Physical Damage coverage:

1. Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. “Loss”; or
 - e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered “auto”, any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow; and
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item **(2)** is deleted and replaced by the following:

- (2)** Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

Item **(4)** is deleted and replaced by the following:

- (4)** All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

- a.** We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.
- b.** We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$50 any one day per private passenger "auto";
\$100 any one day per truck;
\$1,500 any one period per private passenger "auto";
\$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. Extra Expense – Broadened Coverage

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

3. Personal Effects Coverage

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. Lease Gap

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

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

5. Glass Repair – Waiver Of Deductible

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

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and b. are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

2. Hired Auto Physical Damage

The following section is added:

Any “auto” you lease, hire, rent or borrow is deemed to be a covered “auto” for physical damage coverage. The most we will pay for each covered “auto” is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered “auto” a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an “employee” to your workers’ compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under such contract with that person or organization.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered “auto” this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a “loss”.

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. “Bodily injury” is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

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
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT#

This endorsement, effective 12:01 a.m. , forms a part of

Policy No.NGL-1005867-01 issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

XL Plus Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- A.** Reasonable Force - Bodily Injury or Property Damage
- B.** Damage To Premises Rented To You Extension
 - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
 - Limit increased to \$300,000
- C.** Aircraft Chartered with Crew
- D.** Non-Owned Watercraft
- E.** Personal and Advertising Injury - Assumed by Insured Contract
- F.** Increased Supplementary Payments
 - Cost for bail bonds increased to \$5,000
 - Loss of earnings increased to \$1,000 per day
- G.** Broadened Named Insured
- H.** Blanket Additional Insured - Managers or Lessors of Premises
- I.** Blanket Additional Insured - Lessor of Leased Equipment
- J.** Injury to Co-Employees and Co-Volunteer Workers
- K.** Knowledge and Notice of Occurrence or Offense
- L.** Unintentional Omission
- M.** Liberalization
- N.** Blanket Waiver of Subrogation
- O.** Incidental Medical Malpractice Injury
- P.** Extension of Coverage - Bodily Injury
- Q.** Coverage Territory

A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Exclusion **a.** Expected Or Intended Injury of Part **2.**, Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section **I** – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

Expected or Intended Injury or Damage

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of **2.** Exclusions of Coverage **A.** Bodily Injury And Property Damage Liability of Section **I** - Coverages is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section **III**- Limits of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph **6.** of Section **III**- Limits of Insurance is deleted in its entirety and replaced by the following:

6.a. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.

- b. The Damage to Premises Rented to You Limit will be the higher of:

(1) \$300,000; or

(2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph **9.a.** of the definition of “insured contract” under Section **V- Definitions**, is deleted in its entirety and replaced by the following:

[“Insured contract” means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an “insured contract”.
5. This Article **B.** does not apply if coverage for Damage to Premises Rented to You of Coverage **A. Bodily Injury And Property Damage Liability** of Section **I – Coverages** is excluded by endorsement.

C. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in Exclusion **g.**, Aircraft, Auto or Watercraft in Part **2.**, Exclusions of Coverage **A. Bodily Injury And Property Damage** of Section **I – Coverages**:

[This exclusion does not apply to:]

Aircraft chartered with crew to any insured.

2. This Article **C.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Article **C.** shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

D. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph **(2)** of Exclusion **g.** Aircraft, Auto or Watercraft in Part **2.**, Exclusions of Coverage **A. Bodily Injury And Property Damage Liability** of Section **I – Coverages** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry persons or property for a charge;

2. This Article **D.** applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. This insurance provided by this Article **D.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT

1. Exclusion **e.** Contractual Liability in Part **2.**, Exclusions of Coverage **B. Personal And Advertising Injury Liability** of Section **I – Coverages** is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

e. Contractual Liability

“Personal and Advertising Injury” for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the insured would have in the absence of the contract or agreement; or
 2. Assumed in a written contract or agreement that is an “insured contract”; provided the “personal and advertising injury” is caused by an offense which occurs subsequent to the execution of the contract or agreement.
2. Subparagraph **f.** of the definition of “insured contract” Section **V.- Definitions** is deleted in its entirety and replaced by the following:
- f.** That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of another party to pay for “bodily injury”, “property damage” or “personal and advertising injury” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. This Article **E.** does not apply if Coverage **B.** Personal And Advertising Injury Liability is excluded by endorsement.

F. INCREASED SUPPLEMENTARY PAYMENTS

Subparagraphs **1. b.** and **d.** of Supplementary Payments – Coverages **A** And **B** of Section **I** - Coverages are amended as follows:

1. In Subparagraph **b.**, the amount we will pay for the cost of bail bonds is increased up to \$5,000.
2. In Subparagraph **d.**, the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

G. BROADENED NAMED INSURED

1. The Named Insured in Item **1.** of the Declarations is as follows:

The person or organizations named in Item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.
2. This Article **G.** does not apply to any person or organization for which coverage is excluded by endorsement.

H. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an “additional insured”), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the “additional insured” shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the “additional insured” does not apply to:
 - (1) Any “occurrence” that takes place after you cease to be a tenant in that premises;
 - (2) Any premises for which coverage is excluded by endorsement; or
 - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such “additional insured”.
2. The insurance afforded to the “additional insured” is excess over any valid and collectible insurance available to such “additional insured”, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. Section II-Who Is An Insured is amended to include an “additional insured” (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such “additional insured”, subject to the following provisions:
 - a. Limits of Insurance. The Limits of Insurance afforded to the “additional insured” shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
 - b. The insurance afforded to the “additional insured” does not apply to:
 - (1) Any “occurrence” that takes place after the equipment lease expires; or
 - (2) “Bodily injury” or “property damage” arising out of the sole negligence of such additional insured.
2. The insurance provided to the “additional insured” is excess over any valid and collectible insurance available to such “additional insured”, unless you have a written contract for this insurance to apply on a primary or contributory basis.

J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Section II- Who Is An Insured is amended to include your “employees” as insureds with respect to “bodily injury” to a co-“employee” in the course of the co-“employee’s” employment by you, or to your “volunteer workers” while performing duties related to the conduct of your business, provided that this coverage for your “employees” does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Section II – Who Is An Insured is amended to include your “volunteer workers” as insureds with respect to “bodily injury” to a co-“volunteer worker” while performing duties related to the conduct of your business, or to your “employees” employment by you, provided that this coverage for your “volunteer workers” does not apply while performing duties unrelated to the conduct of your business.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit of the Section IV - Commercial General Liability Conditions:

Notice of an “occurrence” or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any “employee” (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other “employee(s)” of an “occurrence” or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an “employee” (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the “occurrence”, offense or claim may involve this policy.

L. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of Section IV- Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

M. LIBERALIZATION

The following is added to Section IV-Commercial General Liability Conditions:

Liberalization

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

N. BLANKET WAIVER OF SUBROGATION

The following is added to Section **IV**-Commercial General Liability Conditions:

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

O. INCIDENTAL MEDICAL MALPRACTICE INJURY

1. For insurance applicable to this Article O, the definition of "bodily injury" in Section **V** - Definitions is amended to include, "Incidental Medical Malpractice Injury".
2. The following definition is added to Section **V**- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - c. First aid; or
 - d. "Good Samaritan Services". As used in this Article **O.**, "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of Section **II** -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph **2.** above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.
 4. The following exclusion is added to Paragraph **2.** Exclusions of Coverage **A.** – Bodily Injury And Property Damage Liability of Section **I** – Coverages:

[This insurance does not apply to:]

Willful Violation of Penal Statute

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph **2.a.** through **2.d.** above to any one person, will be considered one "occurrence".
6. This Article **O.** does not apply if you are in the business or occupation of providing any of the services described in Paragraph **2.** above.

7. The insurance provided by this Article **O.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

P. EXTENSION OF COVERAGE – BODILY INJURY

The definition of “bodily injury” Section **V-** Definitions is deleted in its entirety and replaced by the following:

3. “Bodily injury” means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

Q. COVERAGE TERRITORY

The definition of “coverage territory” Section **V-** Definitions is deleted in its entirety and replaced by the following:

4. “Coverage territory” means anywhere in the world.

This insurance does not apply to:

- a. “bodily injury” or “property damage” that takes place; or
- b. “personal and advertising injury” caused by an offense committed outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a “suit” on the merits (to determine the insured’s responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any “suit” brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY PERSON OR
ORGANIZATION FOR
WHOM THE NAMED
INSURED IS REQUIRED
UNDER WRITTEN
CONTRACT TO FURNISH
THIS WAIVER**

Job Description
**CALIFORNIA
OPERATIONS ONLY**

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 **08/05/2023** Policy No. **WSA 5066878 01**

Endorsement No.

Insured **NORTH VALLEY ENGINEERS**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____