
File ID: 2026-01407

8/18/2026

[Contract] Award Contract for Prefabricated Restroom at Burberry Community Park

File ID: 2026-01407

Location: District 1

Recommendation: Pass a **Motion** to 1) approve a contract with Public Restroom Company through the Sourcewell cooperative purchase agreement for the purchase and installation of the Burberry Community Park restroom building for \$286,904; and 2) authorize the City Manager or designee to execute the contract with Public Restroom Company.

Contact: Dennis Day, Senior Landscape Architect, (916) 808-7633, dday@cityofsacramento.org; Jason Wiesemann, Park Planning & Development Services Manager, (916) 808-7634, jwiesemann@cityofsacramento.org; Department of Youth, Parks, and Community Enrichment

Presenter: None

Attachments:

1-Description/Analysis

2-Contract - Burberry Community Park

Description/Analysis

Issue Detail: The Department of Youth, Parks, & Community Enrichment (YPCE) is seeking approval to enter into a contract with Public Restroom Company (PRC) for the purchase and construction of a prefabricated restroom building. The new restroom building will serve Burberry Community Park, with a contract amount of \$286,904. PRC will manage the manufacturing, delivery, and installation of the buildings.

Associated site improvements, including demolition of the existing restrooms, grading, concrete paving, and utility connections, will be performed by a separate contractor and solicited through the City's formal bidding process.

Burberry Community Park is a 13.9-acre park located at 2400 Burberry Way in Council District 1. Construction of the new restroom facility is anticipated to be completed in Summer 2027.

After evaluating available procurement options, YPCE has determined that utilizing the Sourcewell cooperative purchasing agreement (Contract #052725-PRM, dated July 10, 2025) is the most

advantageous approach. This contract was competitively bid, and Sourcewell's higher purchase volume allows the City to benefit from greater manufacturer discounts than would be available through a standalone City bid.

Government agencies often utilize cooperative purchasing to maximize cost savings and reduce staff workload. This procurement method enhances pricing competitiveness and lowers costs by consolidating purchasing power across multiple jurisdictions. When evaluating administrative procurement costs, staff consider factors such as product research, vendor selection, specification development, advertising, staff reports, award procedures, protests, and contract administration.

Cooperative purchase agreements expand the City's access to a wider range of contracting opportunities and allow for shared resources among participating agencies. By leveraging both internal and external efficiencies, cooperative purchasing helps the City achieve greater cost savings and improved procurement outcomes.

Policy Considerations: City Code Chapter 3.56 requires City Council approval for construction agreements exceeding \$250,000 and permits the use of cooperative purchasing agreements without additional competitive bidding by the City.

The provision of parks and recreation facilities aligns with the City's General Plan goals to enhance neighborhood livability by expanding parks, recreational amenities, and trail systems throughout Sacramento.

Economic Impacts: The total cost for the purchase and installation of the Burberry Community Park restroom building is \$286,904. This investment is estimated to generate 1.15 full-time equivalent (FTE) jobs, including 0.66 FTE direct jobs and 0.49 FTE indirect jobs resulting from secondary economic activity. In addition, the project is expected to produce approximately \$177,145 in total economic output, consisting of \$111,656 in direct output and \$65,489 in indirect and induced output.

These estimates were developed using an economic impact model created by the Center for Strategic Economic Research (CSER). CSER's tool applies IMPLAN input-output modeling (2009 coefficients) to assess the impacts of a hypothetical \$1 million in construction-related spending within the City of Sacramento over an average one-year period. Actual impacts may vary substantially, and neither the City of Sacramento nor CSER assumes responsibility for outcomes that differ from these estimates.

Environmental Considerations:

Environmental Considerations: The Community Development Department, Environmental Planning Services Division has reviewed the project and determined that this is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301 and 15302. The project consists of the operations, repairs, maintenance, or minor alterations of existing public facilities, mechanical equipment, and topographic features (City Park) which involves negligible expansion of existing or former uses or the replacement or reconstruction of existing structures and facilities.

Sustainability: The Burberry Community Park project has been reviewed for consistency with the goals, policies, and targets outlined in the City's Climate Action Plan for Internal Operations (2016 Update), the 2040 General Plan, the 2018 YPCE Strategic Plan, and Parks Plan 2040. The project supports these plans by enhancing resident health and wellness through improved access to a diverse range of recreational activities. In addition, the renovation will incorporate sustainable design principles and maintenance practices aligned with the City's long-term environmental objectives.

Commission/Committee Action: None.

Rationale for Recommendation: It is in the City's best interest to purchase the Burberry Community Park restroom building directly from PRC for two primary reasons. First, procuring the building avoids the contractor's standard 15% markup for profit and overhead, resulting in meaningful cost savings. Second, purchasing the restroom during the design phase allows PRC to begin manufacturing earlier, which can shorten the overall project schedule by approximately four months by ensuring the building is ready prior to bidding and awarding the site-improvement contract.

Additionally, the City has previously purchased numerous prefabricated restroom buildings from PRC. Maintaining consistency in design and ensuring compatibility of replacement parts across park facilities is a key operational priority.

Financial Considerations: There is sufficient funding available in the Burberry Community Park Restroom Project (L19109600) to award the \$286,904 contract for the purchase of the replacement restroom building from the Public Restroom Company.

Burberry Community Park is an existing park, and ongoing maintenance is funded through North Natomas Community Finance District 3.

Local Business Enterprise (LBE): Not required.

CONTRACT #: | PRC004508 |
CONTRACT NAME: | Burberry Park Restroom Purchase |
AGREEMENT TERM: | Execution to 12/31/2026 |
AUTHORIZED RENEWALS: | N |
DEPARTMENT/DIVISION: | YPCE/PPDS |

PROJECT: | L19109600 |
NOT-TO-EXCEED AMOUNT: | \$286,904 |
SOLICITATION: | Cooperative |
LBE (Y/N): | N |
COUNCIL FILE ID: | 2026-01407 |

CITY OF SACRAMENTO

COOPERATIVE/PIGGYBACKING AGREEMENT

The City of Sacramento ("City") and The Public Restroom Company ("Contractor"), hereby agree to this Cooperative/Piggybacking Purchase Agreement ("Agreement"), effective as of EFFECTIVE DATE.

WHEREAS, the City wishes to purchase Prefabricated Public Restroom , pursuant to the terms of this Agreement and Contract No. 052725-PRM , dated 07/10/2025 (the "Cooperative Contract," which is incorporated herein by this reference), with Sourcewell ("Cooperative Purchasing Organization").

NOW THEREFORE, Contractor and the City agree as follows:

1. The City agrees to purchase, pursuant to the terms of this Agreement and the Cooperative Contract, Prefabricated Public Restroom. In no way shall payment from City to Contractor under this Agreement exceed \$286,904.00.

2. Scope of work. [**To be completed by the City representative**] [**Check one or both**]:

☒ City's purchase of the goods and/or services described herein shall be as set forth in Exhibit A. The goods and/or services shall be delivered to the City no later than 12/31/2026. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in Exhibit A; and/or

☒ City's purchase of the goods and/or services described herein, including the date(s) of delivery, shall be as set forth in purchase order(s) issued by the City. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in a purchase order.

3. The City shall have all the same pricing, terms, conditions, rights, and obligations as the Cooperative Purchasing Organization under the Cooperative Contract.

4. Term. [**To be completed by the City representative**] [**Check one**]:

☒ The term of this Agreement shall run through 12/31/2026.

☐ The term of this Agreement shall run concurrent with the term of the Cooperative Contract. If the Cooperative Purchasing Organization renews or extends the Cooperative Contract by written amendment, then this Agreement will automatically extend, not to go beyond a total term of five years.

In addition to whichever line above in this Section 4 is checked, (i) the City may terminate this Agreement upon notice to Contractor, and (ii) at any time prior to expiration of this Agreement, the City has the option to extend the term of this Agreement through the term of the Cooperative Contract, inclusive of any renewals and extensions to the Cooperative Contract.

5. Contractor shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Agreement or the Cooperative Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement or the Cooperative Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

6. Insurance Requirements. **[To be completed by the City representative]**.

Contractor shall, at Contractor's sole cost and expense and for the full term of this Agreement or any extension thereof, satisfy the following insurance requirements which shall apply to Contractor's performance under this Agreement. **[Check one]**:

☐ the insurance limits and obligations contained in the Cooperative Contract. The City shall have all the same rights as the Cooperative Purchasing Organization under the Cooperative Contract. Contractor shall provide the City with certificates of insurance evidencing the insurance required upon request.

☒ the insurance requirements contained in the document titled "Cooperative Agreement Insurance Exhibit" located at: <https://www.cityofsacramento.gov/finance/procurement/standard-agreements>, which is incorporated herein by reference.

7. Public Work Requirements. **[To be completed by the City representative]**.

The services provided under this Agreement include **[Check any if applicable]**:

☒ Construction work in an amount exceeding \$25,000;

☒ Land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or

☒ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any lines above in this section 7 is checked, this Agreement includes "Public Work" under the California Labor Code and is subject to the additional terms and conditions specified in the document titled "Public Work Requirements" located at:

<https://www.cityofsacramento.gov/finance/procurement/standard-agreements>, which is incorporated herein by reference.

8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of or related to this Agreement will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts. All disputes arising out of or relating to this Agreement shall be resolved exclusively in the courts identified above. No party shall be required to submit to arbitration, mediation, or any other form of alternative dispute resolution, and no waiver of the right to a jury trial shall apply. Each party shall bear its own attorneys' fees and costs in connection with any claim, dispute, or litigation arising out of or relating to this Agreement.
9. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under this Agreement, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
10. Contractor warrants and represents that the person or persons executing this Agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this Agreement and bind Contractor to the terms hereof.
11. Except as specifically modified herein, all terms and conditions of the Cooperative Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions of the Cooperative Contract as modified by this Agreement. In the event of any conflict or inconsistency between the Cooperative Contract and this Agreement, this Agreement shall govern. In the event of any conflict or inconsistency between this Agreement and any document provided by Contractor, including but not limited to quotes, invoices, order forms, and acknowledgements, this Agreement shall govern. City's signature on, or approval of, any of Contractor's documents shall not constitute agreement to any term conflicting or inconsistent with this Agreement.

Price Proposal: Burberry Park - City of Sacramento, CA
Date: July 10th, 2026
Reference: 13220-10/02/2025-1
Sourcewell: Contract # 052725-PRM

Our Offer to Sell:

- 1. Total Cost of Building Fabrication, Delivery, Offset and Installation \$ 299,824**
- 2. Minus Engineered Drawings (- \$12,920)**
- 3. Remaining Cost of Building Fabrication, Delivery, Offset and Installation \$ 286,904**
Public Restroom Company (PRC) herein bids to furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)
- 4. Installation: Turnkey Installation of the Building above \$ 35,558 with retention allowed.**
Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
 - a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
 - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
 - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the plumbing tree in place, provide the water test for inspection before backfilling, and then place the adjacent coarse sand that Owner/Contractor provided alongside the building pad and screed it level for final building placement. PRC will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
 - d. Set the building on the site pad.
 - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
***** Please note: If there is a Community Workforce Agreement or other regulation requiring local labor for installation, Public Restroom Company will not offer this full installation package. The building will be delivered to the site and offset with a crane only. The Owner or General Contractor will be responsible for installation, and a separate price will be issued for the crane and site supervision. Please see "Optional Building Installation Steps – By Others" on page 12. *****
- 5. Owner/General Contractor Final Tie in of Utilities and other site work**
 - a. The Owner/Contractor is responsible for making all **final plumbing connections** at the POC location approximately 4'-6' outside of the building footprint.
 - b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the POC location approximately 4'-6' outside of the building footprint.
 - c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to the POC locations provided by the GC between 4'-6' outside of the building footprint.

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 4'-6' outside the building's subgrade.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings. Determination of subgrade type is outside of Public Restroom Company's scope. Pad/Footing specifications are to be provided by the Owner/General Contractor based on site-specific requirements as determined by the Local Authority Having Jurisdiction (AHJ) and soil conditions. Final subgrade design must meet or exceed the minimum design criteria provided for reference by Public Restroom Company.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size required is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. PRC cost is based upon the provided crane being able to get within 35' of the building's center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization daily until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before PRC will continue delivery.*

Public Restroom Company will turnkey set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the POC location approximately 4'-6' outside of the building footprint.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the POC location approximately 4'-6' outside of the building footprint.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, PRC will provide a certified plan set, calculations, and a factory inspection report from an approved third party for all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:**Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When PRC proprietary designed and fabricated material are part of the project, PRC supplies the manufacturing centers with these proprietary components. The in-plant construction process is then scheduled to coordinate with your delivery date through our operations division field staff.

Special Payment and Progress Billing Terms:

Invoicing shall commence on or up to the end of the month following execution of the order and/or acceptance of the proposal or contract. The initial invoice shall be issued upon commencement of design and engineering activities, including architectural plan development. Upon commencement of fabrication, progress invoices shall be issued monthly based on factory percentage of completion, supported by factory inspections and photographic documentation.

1. Payment Terms

All invoices issued by Public Restroom Company are due **Net Thirty (30) calendar days** from the invoice date unless otherwise expressly agreed to in writing.

2. Condition Precedent to Production and Delivery

PRC's obligation to continue fabrication, release materials, schedule delivery, or deliver the modular building is expressly conditioned upon timely payment of all undisputed invoices in accordance with the agreed payment terms.

3. Production Suspension for Non-Payment

In the event any undisputed invoice remains unpaid beyond the Net 30 payment term, PRC reserves the right, upon written notice, to suspend production, fabrication, procurement, and scheduling activities until payment is brought current. Any suspension caused by late payment shall result in a corresponding extension of schedule, and PRC shall not be responsible for delays or impacts arising from such suspension.

4. Delivery Contingent Upon Payment

PRC shall not be required to release the modular building for shipment until all invoices related to fabrication, materials, engineering, and manufacturing have been paid in full. Invoices associated solely with on-site installation services may remain outstanding until such services are performed.

5. Costs of Suspension and Restart

Any costs incurred by PRC because of payment-related suspension, demobilization, remobilization, storage, or rescheduling shall be the responsibility of the Owner/General Contractor and may be invoiced accordingly.

6. No Waiver

Acceptance of late or partial payment shall not constitute a waiver of PRC's right to enforce these payment terms on current or future invoices.

PRC reserves the right to require payment assurances, including advance payment or modified billing terms, if payment performance becomes unsatisfactory.

Specification Confirmation and Change Policy:

The Public Restroom Company's pricing and schedule are based on the specifications, drawings, and performance criteria reviewed and approved at the time of contract execution. Once final specifications are confirmed and approved by the Owner or General Contractor, they are considered frozen for fabrication and procurement purposes. Any modification to materials, finishes, fixtures, equipment, or performance standards requested after contract execution including revisions to approved submittals, specification sections, or performance requirements shall constitute a Change in Scope.

Such changes will require a written Change Order and may result in adjustments to contract price, lead time, and delivery schedule.

The Public Restroom Company will not proceed with any change to approved specifications without written authorization from the contracting agency. Any delay in providing written authorization shall extend the delivery schedule accordingly.

Revisions to City/Owner Specifications Post-Contract:

If, after award, the Owner or its representatives issue revised specification sections, alternates, or addenda that alter PRC's approved design, the cost of compliance shall be borne by the Owner through an approved Change Order.

PRC shall have no obligation to incorporate such revisions unless mutually agreed in writing.

Delivery and Installation:**Site Inspection:**

Our highly trained field crew, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. PRC will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 4'-6' from the exterior of the building.

Installation of Utilities under the Prefabricated Building:

Off-site, PRC fabricates underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches, and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

PRC provides all the building's under slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to between 4'-6' outside of the building footprint and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 4'-6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 4'-6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC between 4'- 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

Public Restroom Company ("PRC") anticipates that its scope of work will be completed within approximately ten (10) months (300 calendar days) from execution of the contract, if submittals, regulatory reviews, site readiness, and Owner/Contractor decisions proceed without undue delay.

The anticipated project sequence and milestone durations are further described in Exhibit D – Executive Project Roadmap.

This duration includes engineering coordination, fabrication, inspections, and delivery of the modular building. Any delays caused by changes in scope, delayed submittal reviews, regulatory agency approvals, site conditions, utility readiness, or other factors beyond PRC's control shall entitle PRC to a corresponding extension of time.

Project Schedule:

Within fourteen (14) calendar days of execution of the contract, Public Restroom Company ("PRC") shall provide a detailed project milestone schedule identifying key activities and anticipated durations for review and coordination. The milestone schedule shall be used as a planning and coordination tool and shall be subject to adjustment based on regulatory approvals, site readiness, Owner/Contractor coordination, and other factors beyond PRC's control.

The following exclusions and clarifications are project-specific applications of, and are in addition to, the exclusions set forth in Exhibit B – PRC Standard Exclusions. Nothing herein shall be construed to limit, waive, or modify any exclusion contained in Exhibit B. In the event of any inconsistency, Exhibit B shall govern.

Exclusions/Exceptions:**1. Site Access & Delivery Constraints.**

Access issues for delivery of the building requiring a clear, unobstructed path of travel from an improved roadway to the final installation pad or foundation are excluded from PRC's scope. Limitations including, but not limited to, trees, inaccessible roadways, overhead power lines within crane swing or lift zones, grade changes limiting trailer clearance (minimum 4"), berms, uneven grades, sidewalks, or other site improvements are not within PRC's scope. Where buildings cannot be immediately set due to access or site readiness, off-site storage or relocation to a crane yard and subsequent re-delivery shall be by Change Order at prevailing local rates.

2. Weather-Related Delivery Impacts.

Weather-related site conditions that prevent safe delivery or installation may require diversion to an off-site location. All associated costs and schedule impacts shall be borne by the Owner/General Contractor and handled by Change Order. Weather risk decisions made by others are not PRC's responsibility.

3. Sidewalks and Hardscape.

Sidewalks, flatwork, or hardscape outside the building footprint are excluded.

4. Trench Plates and Ground Protection.

Trench plates, matting, or other protection for soils, sidewalks, utilities, or improvements are by Owner/General Contractor. Any damage to site improvements during installation is the responsibility of Owner/General Contractor.

5. Spoils and Debris Removal.

Removal or disposal of soil, sand, spoils, or debris resulting from trenching or site installation is excluded.

6. Survey and Pad Construction.

Surveying, layout, building corner verification, finish floor elevation, excavation, and construction of subgrade building pads or footings (if required) per PRC plans are excluded.

7. Soils and Bearing Capacity.

Soils not capable of supporting a minimum bearing capacity of 1,500 PSF at 90% maximum dry density must be corrected by Owner/General Contractor prior to placement. In the absence of a geotechnical report, Owner/General Contractor shall verify soil capacity or provide an engineered foundation system.

8. Water Pressure & Flow Conditions.

Improper water pressure (not within 45-60 PSI), undersized meters, or insufficient flow requiring internal diaphragm tanks or pressure regulation shall be handled by Change Order. Water service chlorination post-installation is by Owner/General Contractor.

9. Crane Radius Assumptions.

Crane pricing is based on a maximum 35-foot radius measured from crane center pin to the furthest module roof center point. Increased radius requiring larger equipment shall be by Change Order.

10. Permits, Bonds, and Inspections.

Bonds, building permits, site surveys, special inspections, final utility connections, and minor debris removal are excluded and by Owner/General Contractor. Plumbing leaks occurring due to unavailable site water at installation are excluded.

11. Traffic Control.

Site traffic control, flagging, or roadway coordination is excluded.

12. Work by Others.

Any equipment installation, site work, testing, or inspections not expressly included in PRC's proposal are excluded.

13. Backflow Certification.

Backflow testing and certification, if required, are excluded.

14. Fire Suppression Systems.

Fire suppression systems of any type are excluded.

15. Electrical Utility Equipment.

Transformers, disconnects, service equipment, and utility-side electrical infrastructure are excluded.

16. Vapor Barriers and Insulation.

Under-slab vapor barriers and insulation, if required, are by Owner/General Contractor.

17. Gutters and Downspouts.

Gutters and downspouts, if required, are excluded unless expressly included.

18. Christy Boxes and Below-Grade Enclosures.

Christy boxes, pull boxes, and below-grade electrical or plumbing enclosures are excluded. PRC utility connections terminate at points of connection within six (6) feet of the building, above finished grade, per approved shop drawings.

19. Licensed Plumber Requirements.

If a jurisdiction requires a licensed plumber to perform any portion of PRC's scope, such services are excluded. Any licensed plumbing services shall be provided by Owner/General Contractor and added only by written, mutually executed Change Order.

Standard Scope Inclusions & Exclusions

This proposal is expressly conditioned upon and incorporates by reference the following exhibits, which are attached hereto and made part of this proposal:

Exhibit A – PRC Standard Inclusions

Exhibit B – PRC Standard Exclusions

The Standard Inclusions define the work, materials, services, and responsibilities provided by Public Restroom Company ("PRC").

The Standard Bid Exclusions identify work, materials, services, permits, fees, and responsibilities expressly excluded from PRC's scope unless specifically included in writing within this proposal or an approved change order.

In the event of any conflict between this proposal, drawings, specifications, or other contract documents, Exhibits A and B shall govern.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to Protect the Building Before Acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, PRC maintains a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides insurance to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit per modular unit. This exceeds the cost of any single building offered for sale herein.

Errors and Omissions Insurance:

Our firm utilizes the services of licensed architects, engineers, and drafting professionals to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since PRC is the designer, PRC carries Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates provided after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5-year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one-year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer and Acceptance:

This proposal shall remain valid for acceptance for a period of ninety (90) calendar days from the date of issuance, or, if submitted as part of a public bid, for the duration specified in the Owner's bid documents. Acceptance of this proposal shall occur only upon written authorization to proceed, including approval of PRC's post-bid preliminary notice to begin drawings, and shall remain subject to final Owner/General Contractor approval of PRC's submittals and receipt of a fully executed contract or purchase order expressly incorporating this proposal.

PRC shall have no obligation to commence work or reserve production capacity until such acceptance conditions have been satisfied.

Price Validity:

Pricing is valid for twelve (12) months from the date of contract execution. If fabrication does not commence within that period due to delays outside the manufacturer's control, the contract price shall be adjusted to reflect current labor, material, and freight costs.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Storage Fees:

Upon completion of fabrication, Public Restroom Company must receive a confirmed delivery and installation date scheduled to occur within ninety (90) calendar days of the fabrication completion date. If delivery and installation are scheduled to occur more than ninety (90) days after fabrication completion, storage fees shall apply beginning on the ninety-first (91st) day. Storage fees shall be assessed at a rate of Five Hundred Dollars (\$500.00) per module per thirty (30) days, prorated daily at Sixteen Dollars and Sixty-Seven Cents (\$16.67) per module per day, until delivery occurs.

Storage fees shall apply regardless of cause, including but not limited to site readiness, permitting delays, weather, or scheduling constraints beyond PRC's control.

Project Abandonment:

If delivery is delayed more than one year after building completion due solely to Owner/Client action or inaction, PRC may, upon written notice, deem the building abandoned unless a mutually acceptable delivery schedule is confirmed.

In the event of abandonment, PRC may reallocate or resell the building to mitigate damages. Any resale shall not relieve Owner/Client of financial obligations incurred under the Agreement.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

Optional Building Installation Steps – By Others:

If a Community Workforce Agreement or other labor regulation requires the use of local labor for site work, our trained installation staff will not be able to complete the installation work on site. In these cases, Public Restroom Company shall provide one staff member for supervision of installation work being performed by others for warranty to be valid. Below is a general guide for the installation and may not constitute a full installation process depending on the unique features of the site, building, and utilities needed.

- 1. Underground Utility Prep: *Reminder - 8" slab arrives with the building***
 - a. Owner/ General Contractor to stringline outside of building slab and mark the utility drop locations per the plumbing drop plan provided with submittal drawings.
 - b. Owner/ General Contractor to trench utility lines to meet the drop locations.
 - c. Owner/ General Contractor to assemble the underground sewer piping, electrical conduit, and install underground water line.
 - d. Trench and install building utilities.
 - e. Slope the sewer to code (minimum 2%).
 - f. Shade pipes with sand while waiting for the underground inspection.
 - g. Pass local building underground inspection.
 - h. Backfill with course mason sand around all the plumbing risers.
 - i. Pad should be laser level 8" below the finish floor elevation. Place course mason sand and screed sand flush using 2x4's.
- 2. Building Off-Load and Set:**
 - a. Remove plastic shrink wrap.
 - b. Remove steel tie-down plates from building slab and install provided pick plates.
 - c. Remove the electrical conduit from the main panel, clear all block out grates.
 - d. Hook up the rigging and install protection from rigging at the fascia.
 - e. Pick the building slowly, lift the building up 1 inch off the trailer to make sure building is secure. Check the level of the building and adjust with shackles.
 - f. Set the building on the sub-grade at marked location.
 - g. Repeat for any additional building modules.
- 3. Final Install Steps:**
 - a. Make sure the building is level and aligned properly (block joints, cap beam, concrete slab, plumbing, fascia, ridge, etc.)
 - b. Dry in the roof including caulking joints at the fascia.
 - c. Connect all interior plumbing, including clean outs before the exterior sewer POC.
 - d. Connect the 2" electrical conduit to the main panel in the chase, install 10' ground and connect it to the Ufer ground that is located under the panel.
 - e. Touch up paint, as needed.
 - f. Sweep out all the rooms, wipe all fixtures and doors, etc.
 - g. Install backer rod where the building modules join.
 - h. Install self-leveling caulking on the floor slab joints where the building modules meet

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This proposal constitutes a conditional acceptance of the preliminary purchase order for the building, subject to the review and acceptance of the submittals furnished by Public Restroom Company. Upon written acceptance of the preliminary submittals, this proposal, together with the accepted submittals, shall constitute the final and binding purchase agreement between the parties. At the Owner's or General Contractor's discretion, a final purchase order or formal contract may be substituted, provided such document expressly incorporates this proposal and its terms without modification.

Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address

Exhibit A – PRC Standard Inclusions

The following inclusions define the standard scope provided by Public Restroom Company (“PRC”) for factory-built modular restroom and concession buildings. These inclusions apply unless otherwise modified in PRC’s written proposal.

1. MODULAR BUILDING FABRICATION (FACTORY SCOPE)

PRC includes the full off-site fabrication of the modular building(s), including:

- 1.1 Structural building shell, roof system, wall assemblies, and floor system
- 1.2 Interior finishes, partitions, doors, frames, and hardware
- 1.3 Factory-installed plumbing, electrical, mechanical, and ventilation systems
- 1.4 Factory installation of all PRC-supplied fixtures and restroom accessories
- 1.5 Factory-applied coatings, sealants, water barriers, and graffiti-resistant finishes per PRC standards
- 1.6 Quality control inspections required by state modular programs
- 1.7 Modular insignia and state approval labeling (HCD or equivalent)

2. SUBMITTALS & DOCUMENTATION

PRC includes preparation and submission of:

- 2.1 Modular building shop drawings and factory plans required for modular approval
- 2.2 Standard product data sheets, fixture cut sheets, and finish schedules
- 2.3 Color selection sheets (PRC standard colors unless otherwise stated)
- 2.4 Warranty documentation for PRC-provided materials and equipment
- 2.5 As-built modular drawings upon completion of fabrication (only if required)

PRC’s submittals apply only to **factory-built components**.

3. MEP SYSTEMS (FACTORY INSTALLATION)

PRC includes:

- 3.1 Complete factory plumbing installation within building footprint
- 3.2 Electrical wiring, panels, breakers, devices, and exterior/interior lighting
- 3.3 HVAC equipment or ventilation systems as specified and installed in factory
- 3.4 Water heater, mixing valves, flush valves, and other PRC-supplied fixtures
- 3.5 Conduit stub-outs at designated exit points for site connection
- 3.6 Factory pressure testing and system quality checks

4. BUILDING DELIVERY

PRC includes:

- 4.1 Transportation of modular building from factory to project site
 - 4.2 Standard delivery scheduling and coordination
 - 4.3 On-truck inspection prior to offloading
 - 4.4 Escort or oversize permitting within PRC’s typical operating region
- Special transportation requirements may be handled by change order.

5. BUILDING SET & INSTALLATION (LIMITED SCOPE)

PRC includes limited on-site services necessary to set the modular unit(s):

- 5.1 On-site PRC supervisor or set crew to guide building placement
 - 5.2 Bolting/anchoring the building to the GC-provided foundation or pad
 - 5.3 Connection of factory building systems to GC-provided utility stub-outs within 4-6 feet of building perimeter
 - 5.4 On-site finish touch-ups immediately surrounding crane-set activities
 - 5.5 Leveling, alignment, and final adjustment of building sections (if applicable)
- Crane and rigging services are included only if specifically stated in the proposal.

6. CLEANING & CLOSEOUT

PRC includes:

- 6.1 Factory-quality interior and exterior cleaning prior to shipment
- 6.2 Basic on-site cleaning after installation directly related to PRC work
- 6.3 Delivery of O&M manuals for PRC-installed equipment
- 6.4 Punchlist completion for PRC scope only

7. WARRANTY

PRC includes:

- 7.1 PRC standard limited warranty for modular building structure and components
 - 7.2 Manufacturer warranties for PRC-supplied fixtures and equipment
 - 7.3 Warranty start date consistent with substantial completion of PRC's scope or delivery/set, as contractually defined
- Warranty does not cover damages caused by others, vandalism, misuse, or site utility issues.

8. PROJECT SUPPORT & COORDINATION

PRC includes:

- 8.1 Participation in virtual coordination meetings as needed
- 8.2 Reasonable clarifications to the design team regarding PRC scope
- 8.3 Attendance at on-site set day activities
- 8.4 Coordination with GC on foundation, utilities, and delivery readiness (informational)

9. CODE & REGULATORY COMPLIANCE (FACTORY SCOPE)

PRC includes:

- 9.1 Compliance with state modular building code (e.g., HCD in California)
 - 9.2 Factory inspections required by the modular program
 - 9.3 ADA compliance within the modular building (PRC-provided components)
 - 9.4 Compliance with health department requirements only if specified and included in proposal
-

Exhibit B – PRC Standard Exclusions

The following exclusions apply to Public Restroom Company's (PRC) bid proposal unless specifically included in writing. These exclusions ensure clarity of scope and align responsibilities consistent with modular manufacturing practices and state modular building regulations.

1. SITE WORK & CIVIL EXCLUSIONS

PRC's bid **excludes** all site-related work, including but not limited to:

- 1.1 Excavation, grading, trenching, shoring, dewatering, or compaction
- 1.2 Concrete foundations, slabs, piers, pedestals, anchor bolts, reinforcing steel
- 1.3 Utility trenching, conduits, underground piping, or utility relocations
- 1.4 Backfill, base rock, soil stabilization, or remediation
- 1.5 Asphalt paving, sidewalks, hardscape, curb & gutter, or landscaping
- 1.6 Erosion control, dust control, and SWPPP implementation
- 1.7 Site access improvements, temporary roads, mats, or surface protection

2. UTILITIES & SITE CONNECTIONS

PRC excludes:

- 2.1 Installation, modification, or extension of sewer, water, electrical, gas, storm drain, or communication utilities beyond **5 feet** of the building connection point
- 2.2 Utility verification, investigation, video inspection, or leak testing
- 2.3 Procurement or payment of plumbing, mechanical, or electrical **permits** (unless specifically included)
- 2.4 Cathodic protection or grounding grid systems outside PRC's building footprint

3. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

PRC excludes:

- 3.1 Environmental monitoring, biological monitoring, or cultural resource survey
- 3.2 Hazmat testing, abatement, removal, or soil remediation
- 3.3 Archaeological watching services or Native American monitoring
- 3.4 Noise, vibration, air quality, or geotechnical testing
- 3.5 Spill prevention planning (SPCC), stormwater reports, or environmental compliance documentation

4. TESTING, COMMISSIONING & FIELD SERVICES

PRC excludes:

- 4.1 Testing, Adjusting, and Balancing (TAB)
 - 4.2 Commissioning, functional performance testing, or third-party certifications
 - 4.3 Building automation system integration, controls programming, or networking
 - 4.4 On-site start-up of HVAC, electrical, lighting controls, or plumbing systems beyond factory testing
 - 4.5 Pressure testing of site-installed utilities
 - 4.6 Owner training, maintenance videos, or extended O&M services
-

5. SPECIAL INSPECTIONS, PERMITS & FEES

PRC excludes:

- 5.1 Local building permits for on-site work.
- 5.2 Plan check fees, impact fees, utility connection fees, school fees, traffic fees
- 5.3 Special inspections outside the factory approval process (e.g., concrete, masonry, welding, soils)

6. GENERAL CONDITIONS & JOBSITE RESPONSIBILITIES

PRC excludes:

- 6.1 On-site project management, superintendent, or daily attendance
- 6.2 Temporary power, water, toilets, fencing, lighting, storage, staging, security, and waste disposal
- 6.3 Jobsite safety enforcement or OSHA compliance for work by others
- 6.4 Scheduling of other subcontractors or coordination of site trades
- 6.5 Protection of building before the site is ready for delivery and set
- 6.6 Traffic control, flagging, or road closure permits

7. MATERIAL & FIXTURE EXCLUSIONS

PRC excludes:

- 7.1 Owner-furnished or GC-furnished items not listed in PRC's proposal
- 7.2 Substituted products or alternates not pre-approved
- 7.3 Additional coatings, graffiti systems, or finishes beyond PRC standard
- 7.4 Any changes to fixtures or accessories after contract execution without a written change order

8. DESIGN, ENGINEERING & DOCUMENTATION

PRC excludes:

- 8.1 Civil, structural (for site structures), mechanical, electrical, or landscape engineering of site-built work
- 8.2 Architectural design beyond factory modular drawings
- 8.3 3D modeling, BIM coordination, or clash detection
- 8.4 Foundation design, grading plans, or drainage studies
- 8.5 Submittals related to non-PRC scope (site utilities, foundations, etc.)

9. DELIVERY & INSTALLATION LIMITATIONS

PRC excludes:

- 9.1 Crane, rigging, and hoisting unless specifically noted in the proposal
 - 9.2 Transportation permits outside PRC's standard delivery
 - 9.3 Offloading delays caused by site readiness, weather, or access restrictions
 - 9.4 Storage or laydown area preparation
 - 9.5 Set crew standby charges unless explicitly included
-

10. WARRANTY & POST-INSTALLATION SERVICES

PRC excludes:

- 10.1 Warranty extensions or owner-specified warranty formats
- 10.2 On-site warranty repair trips caused by site utility issues, vandalism, misuse, or environmental exposure
- 10.3 Consumables such as lamps, filters, batteries, soap, or paper goods

11. REGULATORY & CODE COMPLIANCE LIMITATIONS

PRC excludes:

- 11.1 Local jurisdiction plan review of site-built components
- 11.2 Adult Changing Station provisions unless explicitly included
- 11.3 Permitting or inspection of work outside PRC's building footprint
- 11.4 Local licensed plumber or electrician unless specifically contracted
- 11.5 Christy boxes, junction boxes, pull boxes, meter pedestals, or site-based electrical gear

12. CHANGE MANAGEMENT

All changes to the specifications, drawings, or materials requested after contract execution shall be handled through a written, approved Change Order and may affect cost and schedule.

EXHIBIT A



SPECIFICATIONS

Project #: 13220

Project Name: Burberry Park

Site Address: 2400 Burberry Park

City, State, Zip: Sacramento, CA 95835

Date: 10/10/2025

Bldg Size: See Drawings

Type of Bldg: PS-022

Restroom

TYPE OF BUILDING

Construction Type

HVR-MVR WOOD-HYBRID

Structural steel above cap beam and roof structure, with wood framed walls

FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Entire Building	Floor Coating with Skid Resistant Additive - Flakes
Footings/Foundation	Provide Steel Angle Tie Downs
Floodplain	

WALL SYSTEM

BUILDING WALLS HEIGHT	
Building Walls Height	7'4"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Split Face Exterior 4" CMU	Split Face Gray	All

CAP BEAM	
Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Paint over block filler	To Cap Beam
FRC Siding -Below- Cap Beam	Cedar mill, Lap Siding, Horizontal-Allura - Painted	To Cap Beam
Stucco -Above- Cap Beam	Painted Stucco Finish Applied Over Framed Walls w/ Smooth FRC	Above Cap Beam
	PPG Exterior Semi-Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Vertical Seam 24 ga	Metal Sales Vertical Seam 24 ga 16in. Panel Striations
Entire Building Ceiling	(HVR) Bottom of Roofing
Fascia	5x2 Steel Tube (HVR)
Bird Screen	Perforated Metal Screen
Vents SS Wire Mesh	Stainless Steel Wire Mesh

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge with Astragals
Deadbolt	SCHLAGE B600 series temporary large format core (std)

EXHIBIT A

Occupancy Indicator	Schlage Deadbolt B660 and Occupancy Indicator
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ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	Chase
Door Sweeps	NGP Door Sweep 200NA36	Chase
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase

Magnetic Locks (SAM)	SAM Securiton System	SDC-463U Emergency Exit Button
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RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations 200-EH-1	Stainless Steel
Hand Dryer	Fastaire HD03S Hand Dryer (Short)	

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish, Bobrick # B-670-PRC or Franklin Brass 5501 for Blazer
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

RESTROOM SPECIALTY ITEMS

ITEM	DESCRIPTION	LOCATION
Knox Box	#3266 Dark Bronze	

PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Lever (Std) - Toilet Flush Valve	Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-8L-BG
Metering Faucet	Single Hole Metering Faucet, Chicago Model # 333-E2805-765PSHAB - Tempered
Floor Drains: W/Trap Primer	Floor Drain Zurn # Z451-2ZN-IP2-5B-P13(1/2")

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION
Water Heater	Stiebel DHC-E3
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve
Double Check Valve	LF007M2-QT
Water Line Material	Copper (Std)
Bladder Tank	ProFlo PFXT5, (PRC)/ Amtrol 2 gal (Blazer) - no elect required
Pressure Booster	Amtrol RP-15 PRO
Hose Bibb- Interior	Acorn #8121-LF - in the Chase
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose

ELECTRICAL

ITEM	DESCRIPTION
Electrical Panel	100 amp Single Phase - 120/240 v
	20 Circuits

EXHIBIT A

Breakers	Plug on (QOD)
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LIGHTING		
ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior- Interior Lights	Light Fixture Integrated Occupancy Sensor (OCC) W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior- Exterior Light	Photo Cell Intermatic Photo Control #EK4336S W) Luminaire, Swoop Series YWP-610-OP-BRZ	15 Watts
Chase Lights	C) Green AL-42L (large Chase)Waterproof	30 Watts

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS		
ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Switches	Single Pole (Any Other Location)	
Switches By Pass	By Pass (To By Pass OCC Sensors)	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	

EXHIBIT A

PROJECT REF#: 13220-10/2/2025-1



FLOOR PLAN

SCALE: NOT TO SCALE

THIS CONCEPTUAL / PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT REPRESENTATION OF THE FINAL PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND ARE SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT.

SACRAMENTO, CALIFORNIA
PARK BURBERRY
RESTROOM BUILDING

PUBLIC RESTROOM COMPANY
Building Better Places To Go.™

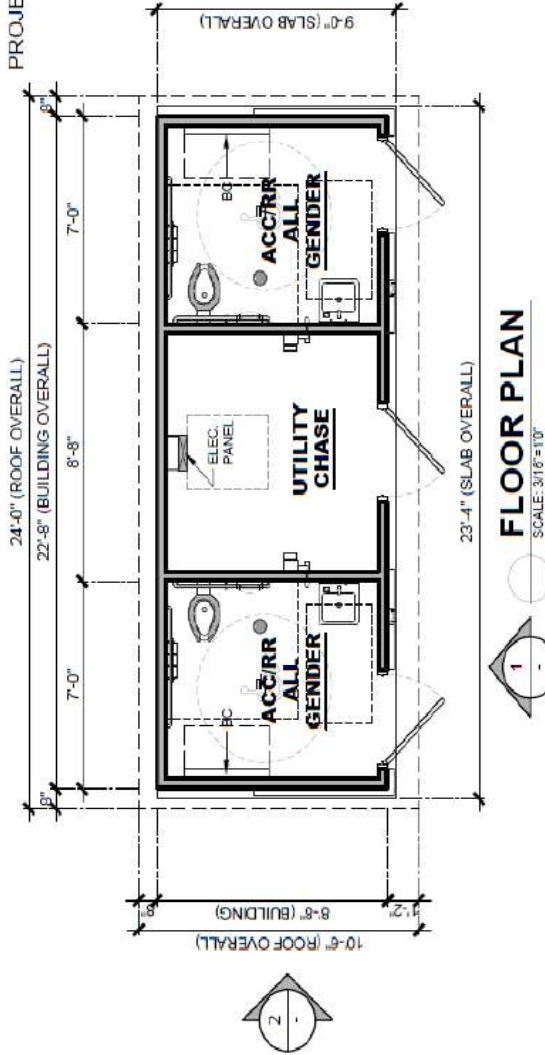
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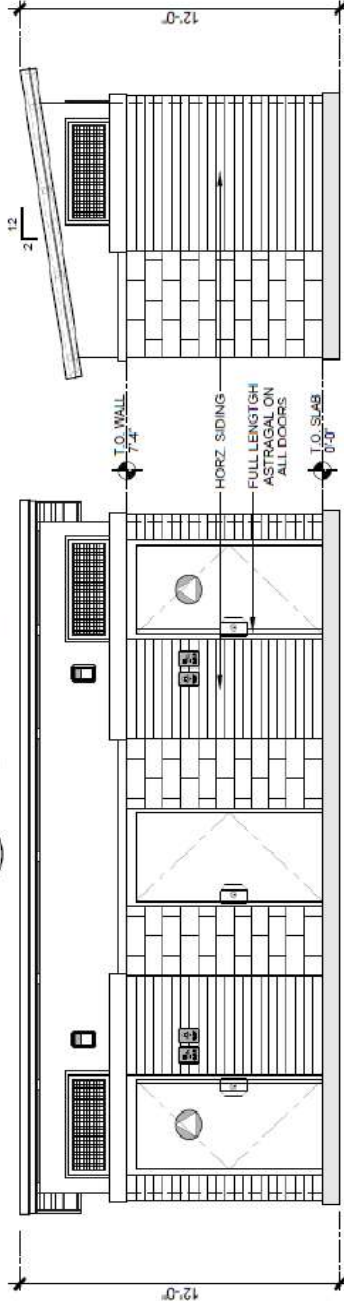
EXHIBIT A

PROJECT REF#: 13220-10/2/2025-1



FLOOR PLAN

SCALE: 3/16" = 1'-0"



ELEVATION 1

SCALE: 3/16" = 1'-0"

ELEVATION 2

SCALE: 3/16" = 1'-0"

THIS CONCEPTUAL/ PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT REPRESENTATION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND / OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

 PUBLIC RESTROOM COMPANY Building Better Places To Go. SM PH: 855-333-5565 FAX: 818-888-5438	BUILDING TYPE: RESTROOM BUILDING		REVISION # 1	REVISION DATE: 10/2/2025	SHEET #
	PROJECT: BURBERRY PARK SACRAMENTO, CA		DRAWN BY: EOR	START DATE: 9/12/2025	
			MAX PERSON / HOUR: 90	MAX PERSON / HOUR: S	
			DRAWN BY: EOR	DRAWN BY: EOR	

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN DRAWING ONLY - DO NOT SCALE. DIMENSIONS PRELIMINARY

Typical Project Duration: Approximately 10 Months to Factory Complete

Every PRC building is custom designed, engineered, manufactured, and delivered specifically for the project. The roadmap below illustrates the typical sequence and planning durations through Factory Complete status.

Sequential Project Roadmap

		Contract Executed	Factory Complete 
Project Phase	Duration	Schedule Visualization	
1. Project Audit & Kickoff	1-2 Weeks	 1-2 wks	
2. Design & Customer Submittals	4-6 Weeks	 4-6 wks	
3. Construction Drawings	2-4 Weeks	 2-4 wks	
4. Engineering Review	4-6 Weeks	 4-6 wks	
5. State Review & Approval	4-8 Weeks	 4-8 wks	
6. Manufacturing & Fabrication	12-18 Weeks	 12-18 wks	

 PRC activity  Third-party / agency review  Major milestone

Key Milestones



Major Schedule Drivers

Customer review durations • Engineering review durations • Regulatory approvals • Manufacturing queue • Site readiness activities

Shared Project Responsibilities

PRC Responsibilities	Customer Responsibilities
• Project Audit	• Site Permitting
• Design Development	• Utility Coordination
• Construction Drawings	• Foundation Construction
• Engineering Coordination	• Site Preparation
• Manufacturing	• Delivery Access
• Delivery Planning	• Final Utility Connections

Successful projects occur when site work progresses concurrently with building design, engineering, and manufacturing activities.

Customer Response Expectations

Activity	Recommended Response
Design Reviews	5 Business Days
Material Selections	5 Business Days
Submittal Approvals	5 Business Days
RFI Responses	5 Business Days
Delivery Coordination	3 Business Days

To maintain schedule continuity, PRC recommends that review comments be consolidated into a single response whenever possible.

Understanding Factory Complete and Final Delivery

FACTORY COMPLETE

- ✓ Manufacturing Complete
- ✓ Quality Control Complete
- ✓ Final Inspection Complete
- ✓ Ready for Shipment

DELIVERED & INSTALLED

- ✓ Transported
- ✓ Crane Placement
- ✓ Installation Activities Complete
- ✓ Ready for Final Utility Connections

Delivery Scheduling Occurs Upon Confirmation Of:

Foundation completion • Utility readiness • Site accessibility • Required permits • Installation resource availability • Transportation logistics

Delivery Readiness Checklist

- Foundation Complete
- Utilities Installed
- Site Accessible
- Crane Access Verified
- Required Permits Obtained
- Site Contractor Ready
- Delivery Date Coordinated

Why Delivery Dates May Vary

- Site readiness
- Utility completion
- Foundation completion
- Installation scheduling
- Crane availability
- Transportation logistics
- Weather conditions

Important Project Note

PRC's typical project duration is approximately ten (10) months from contract execution to Factory Complete status. Actual delivery and installation dates are dependent upon site readiness, utility completion, installation scheduling, transportation logistics, weather conditions, and other project-specific factors.

EXHIBIT B
COOPERATIVE AGREEMENT INSURANCE EXHIBIT

1. **Insurance Requirements.** During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in this Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Agreement. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor. The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

4. **Excess Insurance.** The Contractor may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City; except that, if no work or services will be performed on or at CITY facilities or CITY Property, a Workers' Compensation waiver of subrogation in favor of the CITY is not required.
6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

☒ Is ☐ Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

7. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
8. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
9. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit must be declared to and approved by the City in writing before execution of this Agreement.
10. **Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
 - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Agreement directly to:

City of
Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of
Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Agreement or cancel this Agreement if the certificates of insurance and endorsements required have not been provided before execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Agreement if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

11. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2026

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 L/P Insurance Services LLC 300 East 2nd Street Suite 1300 Reno NV 89501	CONTACT NAME: April Malone-Goodrich PHONE (A/C, No, Ext): (775) 996-6000 E-MAIL ADDRESS: april.malone@lpins.net FAX (A/C, No): (775) 473-9288
INSURED The Public Restroom Company DBA: Public Restroom Company; The Public Restroom Company DBA: PRC 2587 Business Parkway Minden NV 89423	INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Co of Reading INSURER B: National Fire Insurance Co of Hartford INSURER C: The Continental Insurance Company of New Jersey INSURER D: Tysers Insurance Brokers Limited INSURER E: Lexington Insurance Company INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2662547482**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			7039765201	06/30/2026	06/30/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7039766638	06/30/2026	06/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7039768325	06/30/2026	06/30/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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	N / A	WC8045200885	06/30/2026	06/30/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	MARINE CARGO STOCK			MA2591851	11/15/2025	11/15/2026	ANY ONE LOSS \$1,000,000 Any One Conveyance \$1,000,000

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

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY L/P Insurance Services LLC		NAMED INSURED The Public Restroom Company DBA: Public Restroom Company;	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

WORKERS COMPENSATION/EMPLOYERS LIABILITY - 6/30/2026-6/30/2027 - POLICY NUMBER: WC8045200899 - INSURER A -
\$1,000,000/\$1,000,000/\$1,000,000

PROFESSIONAL LIABILITY/POLLUTION LIABILITY - 6/30/2026-6/30/2027- POLICY NUMBER: 015136692 - INSURER E -
AGGREGATE: \$2,000,000
EACH CLAIM: \$2,000,000
DEDUCTIBLE: \$10,000

Continued from Description of Operations Section:
NAMED INSURED: THE PUBLIC RESTROOM COMPANY

When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 25 form pursuant to a valid written contract or agreement executed by Named Insured prior to loss, in accordance with the noted policy(ies): Additional Insured Status is determined by attached GL Form #CNA74705XX (1-15), #CNA75079XX (03/22) and Auto form #SCA 23 500 D (10-2011); Waiver of Subrogation Status is determined by GL Form #CNA74705XX (1-15), Auto form #CA 04 43 11/20, Workers Compensation form #G-19160-B 11/97 & #WC 00 03 13 (04-1984); Primary and Non-Contributory Status is determined by GL Form #CNA74987XX (01/15), Auto form #CNA71527XX (10-2012). Per Project Aggregate status is determined by GL form #CNA74705XX (1-15). Umbrella follow form is determined by umbrella form #CNA75504XX (03-2015). Umbrella underlying policies are 7039765201, 7039766638 WC8045200885 and WC8045200899.



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF
SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

Form No: CA 04 43 11 20

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: National Fire Insurance Co of Hartford

Endorsement Expiration Date:

Policy No: BUA 7039766638

Policy Effective Date: 06/30/2026

Policy Page: 50 of 187



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 10; Page: 1 of 1

Underwriting Company: National Fire Insurance Co of Hartford

Endorsement Expiration Date:

Policy No: BUA 7039766638

Policy Effective Date: 06/30/2026

Policy Page: 64 of 187



EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. 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.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement No: 89; Page: 1 of 5

Underwriting Company: National Fire Insurance Co of Hartford

Endorsement Expiration Date:

Policy No: BUA 7039766638

Policy Effective Date: 06/30/2026

Policy Page: 145 of 187



Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **SECTION III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an **insured**; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

- d. 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.
 - 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered **auto**; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.



3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
4. 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.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per **accident**.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and



- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III**:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
 - a. An **auto** owned by that **executive officer** or a member of that person's household; or
 - b. An **auto** used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement No: 89; Page: 4 of 5

Underwriting Company: National Fire Insurance Co of Hartford

Endorsement Expiration Date:

Policy No: BUA 7039766638

Policy Effective Date: 06/30/2026

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- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 89; Page: 5 of 5

Underwriting Company: National Fire Insurance Co of Hartford

Policy No: BUA 7039766638

Policy Effective Date: 06/30/2026

Policy Page: 149 of 187



Workers Compensation And Employers Liability Insurance Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Co of Reading

Endorsement Expiration Date:

Policy No: WC 8 045200899

Policy Effective Date: 06/30/2026

Policy Page: 35 of 47

**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



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- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is 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 to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

- 1.** All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2.** All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

- 1.** **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
- 2.** **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 3.** Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



Contractors' General Liability Extension Endorsement

- B.** Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A.** Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B.** Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1.** the **Named Insured's** ongoing operations; or
- 2.** **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1.** is in effect or becomes effective during the term of this **Coverage Part**; and
- 2.** was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1.** **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

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

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has 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.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA74987XX (1-15)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: THE PUBLIC RESTROOM COMPANY

Policy No: 7039765201

Endorsement No: 15

Effective Date:



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury**, **property damage** or **personal and advertising injury**; or
2. because of liability for **bodily injury** or **property damage** assumed under an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury** or **property damage** occurs during the **policy period**;
- b. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
 - (a) any part of **damages** to which **underlying insurance** applies; or
 - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
 - (1) the availability of **underlying insurance**; or
 - (2) the exhaustion of the applicable **underlying limits**;
 - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
 - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
 - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

Bodily injury or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

- 1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
 - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
 - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
- 2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: American Casualty Co of Reading

Endorsement Expiration Date:

Policy No: WC 8 045200885

Policy Effective Date: 06/30/2026

Policy Page: 26 of 38

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Catherine Sherin*

Title: COO

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature:

Title:

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: