

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this 7 day of December 2016, between the CITY OF PLEASANTON, a municipal corporation (“City”), and Monte Vista Memorial Investment Group (MVMIG), LLC, a Limited Liability Corporation whose address is 3656 Las Colinas Road, Livermore, CA 94551, and telephone number is 408-499-2197, (“Contractor”)

### RECITALS

- A Contractor is qualified to and experienced in providing, Cemetery grounds maintenance and burial services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows.

1 **Contractor’s Services** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City only those services expressly described in Exhibit A Consultant shall provide said services at that time, place and in the manner specified in Exhibit A (“services”)

2 **City Assistance, Facilities, Equipment and Clerical Support** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement City shall furnish to Contractor only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A

3 **Terms** This contract shall commence on January 1, 2017 and shall expire on December 31, 2017. The City and Contractor shall retain the right to renew the signed contract for an additional one-year period up to but not exceeding four additional years

4 **Compensation** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice Total compensation for services and reimbursement for costs shall not exceed \$62,190

- a Invoices submitted to City must contain a brief description of work performed, time used and City reference number Payment shall be made within thirty (30) days of receipt of Contractor’s invoice and approved by City

- b Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5 **Sufficiency of Contractor's Work** All reports, drawings, designs, plan review comments and work product shall be adequate and sufficient to meet the purposes for which they are prepared.

6 **Ownership of Work** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by CONTRACTOR in the performance of this Agreement shall become the property of the CITY. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment. Contractor shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7 **Changes** City may request changes in the scope of services to be provided by Contractor. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8 **Contractor's Status** In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City.

9 **Termination** Either party may terminate this agreement upon 60 days written notice to the other party.

10 **Non-Assignability** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

11 **Indemnity and Hold Harmless** Contractor shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification

shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

The City shall defend, indemnify and hold harmless Consultant and its officers, agents, and employees from and against all claims, losses, damages, injuries and liability for damages arising from or alleged to have arisen from errors, omissions, negligent or wrongful acts by any of the City's employees and agents, any defective equipment listed in Exhibit A that the City is providing to Consultant, and for incorrect information City provides to Consultant that is needed for Consultant to perform its services. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's insurance does not relieve the City from its obligation under this paragraph.

12 **Insurance** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage, or such greater or broader coverage if available in Consultant's policies, with insurers with an A.M. Best's rating of no less than A VII.

- a. **General Liability and Bodily Injury Insurance** Commercial general liability insurance with limits of at least \$1,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its sub consultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.
- b. **Automobile Liability Insurance** Automobile liability insurance with limits not less than \$1,000,000 per person/per occurrence.
- c. **Workers' Compensation Insurance**. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.
- c. **Certificate of Insurance** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to 1) include the effective date of the cancellation,

2) include the reasons for the cancellation, and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

- e Waiver of Subrogation The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents
- f Defense Costs Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.
- g Subcontractors Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13 Notices All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Michael Kliment,  
Monte Vista Memorial Investment Group, LLC  
3656 Las Colinas Road  
Livermore, CA 94551

To City: City Manager  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

14 Conformance to Applicable Laws Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15 Licenses, Certifications and Permits Prior to the City’s execution of this Agreement and prior to the Consultant’s engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16 Records and Audits Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17 **Confidentiality** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions

18 **Conflicts of Interest** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City

19. **Waiver**. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation

20 **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County

21 **No Personal Liability** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant

22. **Exhibits** All exhibits referred to herein are attached hereto and are by this reference incorporated herein

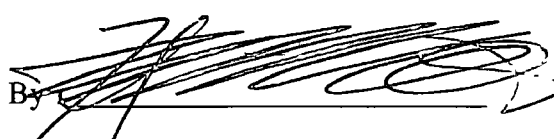
23 **Scope of Agreement** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written

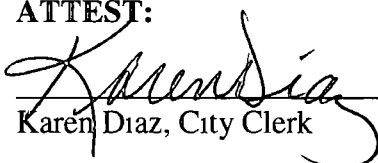
CITY OF PLEASANTON


CONSULTANT

  
\_\_\_\_\_  
Nelson Fialho, City Manager

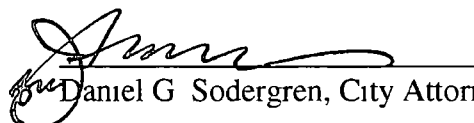
By   
\_\_\_\_\_  
Dr. TW Starkweather, Chairman

ATTEST:

  
\_\_\_\_\_  
Karen Diaz, City Clerk

By   
\_\_\_\_\_  
Michael Kliment, President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

## **Scope of Consultant's Services**

### **1. Pleasanton Pioneer Cemetery - Burial Services & Marker Installation**

MVMIG "Contractor" will work with the City of Pleasanton's contractor and city staff to provide burial services including.

**1.1 Opening and closing of grave spaces/Interment and Disinterment** – The Contractor shall bury remains presented for interment in the designated burial space Depending on whether the burial is done with a ceremony, the contractor will schedule in a timely manner, the opening of the existing vault or niche or install required vault Depending on location of grave the contractor will choose to either hand dig or use heavy equipment to facilitate, removing existing marker and digging and removing the lid to the vault or niche All surrounding graves and landscape will be protected from damage by covering with plywood or tarps The remains are expected to be in either a casket or urn for burial The process to place remains and close the vault or niche will follow standard cemetery practices which complies with all state regulations and city policy The Contractor will supervise the closing, filling, compacting, and leveling of the grave, including restoring the surface, marker to original appearance Compaction will be done using either manual or power tools, depending upon location and soil conditions Contractor will ensure that the depth of each grave complies with state regulations and City Code. Contractor will superintend (manage) the burial of the body, refill and properly finish a grave after burial and collect and store in designated location on site or transport and dispose of all remaining spoils after each grave closing

Disinterment will be conducted by Contractor as directed by City Sales & Management Contractor or City staff. Contractor will work with City Sales & Management Contractor to ensure that all necessary paperwork documenting disinterment and final disposition of remains is filed with the appropriate authorities

**1.2 Plot ownership confirmation prior to burial** - Contractor shall be responsible for obtaining and confirming space ownership documentation from City Sales & Management Contractor or City staff City Sales & Management Contractor or City Staff is responsible for marking the grave location, by agreed method Confirmation shall occur prior to opening of gravesite and burial Gravesite preparation shall be accomplished in a timely fashion, so as not impede scheduled services

**1.3 Graveside preparation** – Contractor shall be responsible for graveside set up of tent(s), chairs, and lawn greens At least one member from the Contractor's burial crew must remain onsite until the family has left the Cemetery Lowering the casket, tearing

down the set-up and placing the lid shall be conducted in a professional, careful, and considerate manner

**1.4 Installation of vaults as needed** - The Contractor shall have equipment and personnel to safely prepare and install cement grave vaults as requested for burial services. Concrete vaults are provided by the City. Depending on location of grave the Contractor may choose to either hand dig or use heavy equipment to facilitate the installation of the vault. The vault will be installed to meet standard cemetery practices that complies with all state regulations and city codes. In the process of the vault installation, if an unexpected obstacle occurs, such as a previous installed adjacent vault is intruding on burial space, or any other irremovable object, the Contractor will work with the City Sales and Management Contractor to resolve the issue which may require a fee adjustment.

**1.5 Ground leveling and soil compacting for new** - New gravesites are to be cleared, tamped sunk, and leveled with the surrounding terrain within seven (7) calendar days of burial services. Within twenty (20) calendar days following initial leveling, perform a follow-up leveling for re-vegetation.

**1.6 Marker installation** - The Contractor shall install headstones and markers within seven (7) days of notification by the City Sales & Management Contractor. Contractor shall ensure site layout and preparation and install headstones and markers. Headstones shall be handled in a manner that prevents damage. Contractor shall ensure that flat markers shall be uniform in height (parallel with the ground and no more than 1 inch above grade) and horizontally and vertically aligned. Contractor shall provide headstone re-setting up to 1 headstone or marker per week. The Contractor is not responsible for the purchase and delivery of the monuments, headstones and markers to the cemetery.

## **2. Pleasanton Pioneer Cemetery - Grounds Maintenance**

Pleasanton Pioneer Cemetery - Total area is approximately 5.2 acres in size. The site is maintained at a "Pioneer Level" which means that the cemetery has no formal irrigation and will be only watered by naturally occurring rain. The site is mostly made up of annual grasses and wildflowers. There are some existing landscaping that has been installed by loved ones on burial plots. Any improvements done at these plots must be maintained by the families. The contractor for this area shall provide high-quality maintenance, as defined by items 2.1 through 2.8 below, to the Pleasanton Pioneer Cemetery. Weekly maintenance standards include:

**2.1. Ground cover** - Contractor will trim hedges and bushes to maintain the aesthetic appearance and consistent to Pleasanton parks maintenance standards. Weed abatement will be done on all gravel paths and turf areas. Turf areas will be maintained keeping grass and weeds to less than 4 inches. Weeds will be controlled using a combination of Roundup, weed whackers, manual weed removal and mowers. Contractor will consult with city staff to assure that work is done to meet city requirements.

**2.2 Shrub and Tree Maintenance** - Removing small branches, volunteer shrubs or trees, and other minor pruning of trees up to eight (8) feet from the grounds is under the

purview of this contract. Any other tree maintenance outside of this parameter will be completed by the City. Contractor is to notify city staff if a tree needs maintenance outside of the scope of this contract

**2.3 Removal of all trash and leaf litter** – Contractor will weekly address the removal of trash, leaf litter on graves, memorials, paths, and roads. Areas around trees, especially debris from Blue Gum Eucalyptus trees will be monitored for accumulation of debris and removed as required

**2.4 Graves, Coping, and Headstones** – Contractor will weekly monitor and maintain grave sites, headstones, grave markers, removing dirt, debris or hazardous grave site “décor”, spent or faded synthetic or real flowers. Contractor will notify city of any damaged graves, coping, headstones, grave markers or monuments.

**2.5 Gopher and squirrel abatement** – Contractor will set traps and bait to control gopher and squirrel activity. Contractor will fill in gopher and squirrel holes and report any damage to graves, coping or headstones to city staff

**2.6 Turf mowing & edging** - Maintain grasses and wildflowers to consistent height of no more than 4” tall. Mowing the entire site typically November through June, weather depending. When directed by the City, perform turf edging of all interfaces between turf and hardscape areas. Frequency of edging cycles will vary from every other week during rapid growth times to once monthly during slow growth times of the year. Contractor will work with city staff to schedule re-seeding efforts and to ensure that work is done to meet city park maintenance standards

**2.7 Monthly maintenance shall include all items listed above in addition to:**

- 1 Shrub & Trees – Trimming & pruning of shrubs located throughout site. Removal of unofficial trees and shrubs, when directed by the City. See section 2.2 for additional details
- 2 Weed control of undesirable broadleaf weeds
- 3 Trenches & Caskets areas – Contractor will inspect grave sites for settling trenches for erosion backfilling if necessary with existing soil from soil piles. Existing gravesites that require leveling will be completed one (1) per week for a total of four (4) per month. Inclement weather may require a modification to this schedule

**2.8 Weekly/Monthly Work Plan**

- 1 Contractor will prepare a work plan that notes when specific maintenance tasks will take place at the cemetery
- 2 Contractor will prepare a schedule for removal of gravesite décor which should include a schedule for allowing “Holiday” décor



### 3. Equipment

The City shall make available to Contractor for the term of this agreement the lowering device, chairs, canopy and back hoe owned by the City for use at the Pleasanton Pioneer Cemetery. The Contractor will coordinate inspection of the lowering devices annually and coordinate maintenance and repair of other city owned equipment with city staff as needed. The City shall pay for all maintenance and repair of its equipment.

### Compensation

The City will pay a non-refundable administrative fee to Contractor for the above services in the amount of \$10,000. \$10,000 will be available at commencement of contract, and paid within 30 days of receipt of invoice from Contractor for administrative fee.

The Contractor will invoice the City for burial services once duties have been performed at the below rates. If burials fees and Maintenance cost exceed the total compensation amount of \$69,190, parties will negotiate on good faith adjustment to the contract. Grounds Maintenance may be billed monthly at \$3007.33 per month for a total of \$36,088, for 1144 hours.

<b>Burial Services</b>			
<b>Interments</b>	<b>Weekday</b>	<b>Saturday</b>	<b>Sunday</b>
Open & Closing of Grave - Casket Burials Preparing graveside for services	\$995	\$1295	\$1295
Open & Closing of Grave – Cremated Remains Burials Preparing graveside for services	\$375	\$488	\$488
Installation of Cement Vaults Single/Double	\$1395/1695	\$1815/2200	\$1815/2200
<b>General Consulting on Cemetery</b>			
Andy Martinez	\$200		
<b>Disinterments</b>			
Casketed Remains	\$1895	\$2465	\$2645
Cremated Remains	\$695	\$900	\$900
Crypt	Request Quote		
Niche	Request Quote		
Children's Grave	\$1895	\$2465	\$2465
<b>Grave Markers &amp; Monuments</b>			
Installation of Flat Marker	\$275	\$355	\$355

Repair of Existing Marker or Monument	Request Quote		
<b>Grounds Maintenance</b>			
The listed hours and prices include the composite price for labor and equipment, including all incidental power tools, hand tools and vehicles, as well as all overhead costs All trimming and pruning is performed in accordance with the standards established by City of Pleasanton Specifications and Parks Maintenance Superintendent All hours shall be productive on-site hours to be worked as per specified in the Contract Documents			
<b>Staff Position</b>	<b>Annual Hours by Position</b>		
Site Supervisor	104 hours	\$32/hr	\$3328
Foreman / Lead Worker	520 hours	\$33 5/hr	\$17,420
Gardener/Laborer	520 hours	\$29 5/hr	\$15,340
Other	n/a		
<b>Total Employee Hours per Year</b>	<b>1144 hours</b>		<b>\$36,088</b>
Proposed annual cost to maintain, per contract specifications, including labor, overhead and all required tools, etc	<b>\$36088</b>		

*\*Note that burial services prices listed above may be adjusted yearly, with the first adjustment occurring on July 1, 2017*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2017

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

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

<b>PRODUCER</b> Curt Bulloch, 0136002 Marplan Ins Services	<b>CONTACT NAME</b> Curt Bulloch <b>PHONE (A/C, No, Ext)</b> 925 640 0485 <b>E-MAIL ADDRESS</b> curtbulloch@gmail.com <b>FAX (A/C, No)</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A</b> The Hartford <b>INSURER B</b> The Hartford <b>INSURER C</b> The Hartford <b>INSURER D</b> <b>INSURER E</b> <b>INSURER F</b>
<b>INSURED</b> Monte Vista Memorial Investment Group LLC 3656 Las Colinas Road Livermore, CA 94551	<b>NAIC #</b>

## COVERAGES      CERTIFICATE NUMBER      REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	x x	72 SBA IB8640	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/PROP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	x x	72 UEC 6Z1518	05/04/2016	05/04/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N y N/A x	72 WEC P18356	10/05/2016	10/05/2017	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS \$ 1,000,000 <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured City of Pleasanton and its officers, agents and employees

<b>CERTIFICATE HOLDER</b> City of Pleasanton P O Box 520 Pleasanton, CA 94566	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS 30 Days AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p> <p style="text-align: center;">City of Pleasanton, Its officers, officials, employees and volunteers as additionally insured</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to.

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality, or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".