

**AMENDMENT NO. 1 TO MASTER FACILITIES LEASE BETWEEN LATHROP  
CONSTRUCTION ASSOCIATES AND ALAMEDA UNIFIED SCHOOL DISTRICT  
FOR MEASURE B KOFMAN THEATER STAGE UPGRADES PROJECT**

This Amendment No. 1 to the Master Facilities Lease entered on June 25, 2024, between **Lathrop Construction Associates, Inc.** (“Developer” or “Lessor”) and the **Alameda Unified School District**, a California public school district located in Alameda, California (“District” or “Lessee”) (“Amendment”). The District and Developer may be referred to individually as a “Party” or collectively as “Parties.”

**RECITALS**

**WHEREAS**, the Parties executed the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to provide for the construction of stage upgrades at Kofman Theater (located at Alameda High School): (“Project”):

1. Master Site Lease between Alameda Unified School District as Lessor and Lathrop Construction Associates, Inc. as Sublessee, dated November 14, 2023 (“Site Lease”); and
2. Master Facilities Lease between Lathrop Construction Associates, Inc. as Lessor and Alameda Unified School District as Sublessee, dated as of November 14, 2023 (“Facilities Lease”) (the Site Lease and Facilities Lease may be collectively referred to with all incorporated exhibits as “Lease Leaseback Documents”); and

**WHEREAS**, the scope of work at the time the Facilities Lease was executed was limited to preliminary services for the Project in the amount of \$24,000 and

**WHEREAS**, it is now the desire and intention of the Parties to amend the Lease Leaseback Documents to include the construction of stage upgrades at Kofman Theater in the amount of \$3,215,835; and

**WHEREAS**, the total contract price for the Project, including this amendment, is as follows:

<b>Project Cost Summary</b>	
<b>Scope of Work</b>	<b>Amount</b>
Preliminary Services	\$24,000
Construction of Kofman Theater stage upgrades (new scope)	\$3,215,835
<b>Total</b>	<b>\$3,239,835</b>

**NOW, THEREFORE**, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

**TERMS AND CONDITIONS**

Except as revised herein, all other provisions of the Lease Leaseback Documents and/or addendum shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Leaseback Documents, the provisions of this Amendment shall control.

**THE FOLLOWING CHANGES SHALL BE MADE TO THE FACILITIES LEASE:**

1. **Exhibit C-1** shall be added to the Facilities Lease and shall replace Exhibit C. A copy of Exhibit C-1 is attached hereto as **Attachment 1** to this Amendment.
2. **Exhibit F-1** shall be added to the Facilities Lease, a copy of which is attached hereto as **Attachment 2** to this Amendment.
3. **Exhibit G-1** shall be added to the Facilities Lease, a copy of which is attached hereto as **Attachment 3** to this Amendment.
4. **Exhibit J-1** shall be added to the Facilities Lease, a copy of which is attached hereto as **Attachment 4** to this Amendment.
5. **Exhibit K-1** shall be added to the Facilities Lease, a copy of which is attached hereto as **Attachment 5** to this Amendment.
6. The Parties acknowledge that this Amendment No. 1 is subject to approval or ratification by the District Board of Education ("Board"). In the event that the Board rejects this Amendment No. 1, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.
7. All other provisions of the Lease-Leaseback Documents shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Lease-Leaseback Documents, the provisions of this Amendment No. 1 shall control.
8. This Amendment constitutes the entire agreement between the Parties related to the specific subject matter covered herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No extrinsic evidence whatsoever shall be admissible to supplement or vary the terms of this full and completely integrated written agreement. This Amendment may be amended or modified only by a written instrument executed by both Parties.

ACCEPTED AND AGREED on the date indicated below:


**ALAMEDA UNIFIED SCHOOL DISTRICT**

Date: June 17, 2024


By: Monty Patterson  
Monty Patterson  
Senior Director of Construction

**LATHROP CONSTRUCTION ASSOCIATES, INC.**

Date: June 17, 2024

By:   
Anthony Reed  
Vice President

Date: June \_\_, 2024

By:   
Shariq Khan (Jun 17, 2024 13:13 PDT)  
Shariq Khan  
Assistant Superintendent, Business Services

Date: June 17, 2024

By: \_\_\_\_\_  
Jennifer Williams  
AUSD Board President

**ATTACHMENT 1**

**EXHIBIT C-1 TO FACILITIES LEASE**

**EXHIBIT C-1  
TO  
FACILITIES LEASE**

**KOFMAN THEATER STAGE UPGRADES**

**GUARANTEED PROJECT COST AND  
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

1. **Preliminary Services Payments.** The terms and conditions pertaining to the payment for Preliminary Services, if any, under the Facilities Lease, are set forth in the Agreement for Preliminary Services (**Exhibit L** to the Facilities Lease).
2. **Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay One Dollar (\$1.00) per year to the District as consideration for the Site Lease until the expiration or early termination of the Site Lease and/or the Facilities Lease.
3. **Guaranteed Project Cost (or Guaranteed Maximum Price).** Pursuant to the Facilities Lease, will cause the Project to be constructed for **Three Million Two Hundred Fifteen Thousand Eight Hundred Thirty-Five Dollars (\$3,215,835)** ("**Guaranteed Project Cost**" or "**GPC**" or "**Guaranteed Maximum Price**" or "**GMP**"). Except as indicated herein for modifications to the Project approved by the District pursuant to **Exhibit D**, or by written amendment, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus Interest as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:

**3.1. Cost to Perform Work.**

3.1.1. **Subcontract Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents. The final, contracted-for amount between the Contractor and each Subcontractor shall be the exact amount that is put into the final GPC, after all leveling between trades and subcontractors and without any added allowances or contingencies, unless specifically identified and approved, in advance, by the District.

3.1.2. **Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work, if approved in advance by the District and procured pursuant to the Contract Documents.

**3.2. General Conditions.** The fixed amount to be paid for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor (except for insurance); all fees, permits, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project; taxes; and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly. The General Conditions for this Project total **\$226,676**.

**3.3. Bonds and Insurance.                   \$67,368**

**3.4. Overhead and Profit.                   \$138,104**

### 3.5. Contingency. NOT USED

3.5.1. A contingency of \_\_\_\_\_ (\$ \_\_\_\_\_) ("~~Contingency~~") is included in the Guaranteed Project Cost and may be used at the Contractor's request only upon obtaining the District's prior written approval. Prior to requesting the payment for any portion of the Contingency, Contractor must submit to the District a written request for the Contractor's use of the Contingency that shall include a description of the requested use of the Contingency and why it is necessary to complete the Project with sufficient detail and, if necessary, substantiation enabling the District to determine that the proposed use of the Contingency covers one of the items below. The Contingency shall only be for the following items:

3.5.1.1. ~~Scope gaps;~~

3.5.1.2. ~~Costs to address unforeseen safety items not contemplated by the Parties at the time of the execution of the Contract;~~

3.5.1.3. ~~Construction associated with the refinement of incomplete design information within the Plans and Specifications that could have been identified and corrected prior to the District's issuance of the solicitation for this Project as part of a reasonable constructability review of the Documents on which the Guaranteed Project Cost is based; provided that the incomplete design information could not have been identified by Contractor's constructability review during Preliminary Phase, if any constructability review was performed by Contractor;~~

3.5.1.4. ~~Damage that has occurred between trades during construction, excluding (a) costs of repairing or correcting Work damaged or improperly executed by workers, (b) work that was improperly or incorrectly performed by Contractor or its subcontractors or suppliers, or (c) damage that is covered by Contractor's or Subcontractor's insurance, excluding the District's insurance; or~~

3.5.1.5. ~~Other items requested by the Contractor if approved by the District and in the District's sole discretion.~~

3.5.2. The Contingency shall only be used:

3.5.2.1. ~~Upon Contractor demonstrating that the item was not otherwise in its or its Subcontractors' pricing for the Project; and~~

3.5.2.2. ~~Only if the cost of the Work is not recoverable by Contractor from any other available funding source, including, without limitation, from others, by insurance or otherwise.~~

3.5.3. Contractor shall prepare documents for its use of Contingency through the "Changes in the Work" section of ~~Exhibit D~~. Any PCO shall identify that Contractor shall be compensated out of the Contingency. The Contractor is entitled to mark up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in ~~Exhibit D~~) when it uses the Contingency, but only if the Contractor did not include the Contingency amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO.

3.5.4. If Contractor depletes the Contingency, any costs for items referenced in this "Contingency" section shall be at the Contractor's sole expense.

~~3.5.5. The unused portion of the Contingency shall be retained by the District at the end of the Project.~~

**3.6. Allowances.** An allowance of **Two Hundred Thousand Dollars (\$200,000)** has been included in the GPC for the sole purpose of furnishing a production light fixtures package for the stage. An additional allowance of **One Hundred Fifteen Thousand Six Hundred Forty-Eight Dollars (\$115,648)** has been included in the GPC for the sole purpose of furnishing a new main theater stage drape.

3.6.1 Prior to requesting the payment for any use of an Allowance, Contractor must submit to the District a written request for the Allowance that shall include a description of the requested use of the Allowance and why it is necessary to complete the Project.

3.6.2 Contractor shall prepare documents for its use of an Allowance through the "Changes in the Work" section of Exhibit D. Any PCO shall identify that Contractor shall be compensated out of an Allowance. The Contractor is entitled to mark-up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in Exhibit D) when it uses an Allowance, but only if the Contractor did not include the Allowances amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO.

3.6.3 The unused portion of the Allowances shall be retained by the District at the end of the Project.

**4. Payment of Guaranteed Project Cost.** District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus interest as indicated herein.

**4.1. Tenant Improvement Payments.** Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **Three Million Forty-Seven Thousand One Hundred Fifty-One Dollars (\$3,047,151)** ("Tenant Improvement Payment(s)"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

**4.2. Lease Payments Plus Interest.** Thirty (30) days after the Parties execute the Memorandum of Commencement Date attached to the Facilities Lease as **Exhibit E** and the Contractor has completed and satisfied the conditions indicated below, the District shall pay to Contractor **One Hundred Sixty-Eight Thousand Six Hundred Eighty-Four Dollars (\$168,684)** ("Lease Payment(s)") plus interest, as indicated below.

4.2.1. It is the intent of the Parties that the Lease Payments plus interest will be kept from the Contractor's final payment application(s), including payment application(s) seeking payment of any Retention held pursuant to the Contract Documents.

4.2.2. The Lease Payments plus interest shall be consideration for the District's rental, use, and occupancy of the Project and the School Site(s) and shall be made in equal monthly installments for the duration of the Term.

4.2.3. The District represents that the total annual Lease Payment plus interest obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.2.4. **Fair Rental Value.** District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the lease term in the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration

has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

**4.2.5. Each Payment Constitutes a Current Expense of the District.**

4.2.5.1. The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.2.5.2. Lease Payments plus interest due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.2.5.3. The District covenants to take all necessary actions to include the estimated Lease Payments plus interest in each of its final approved annual budgets.

4.2.5.4. The District further covenants to in good faith make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments plus interest that come due and payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments plus interest or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.2.5.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease, but the District may elect to buyout the Facilities Lease as provided for herein.

**4.2.6. Timing of Lease Payments.** The first Lease Payment is due only after the following conditions have been completed and satisfied:

4.2.6.1. The Final Tenant Improvement Payment has been paid;

4.2.6.2. All applicable Retention (less the Lease Payments) has been paid pursuant to the terms of the Contract Documents;

4.2.6.3. The Parties have executed the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**; and

4.2.6.4. The Contractor has provided a duly completed and executed "**Unconditional Waiver and Release upon Final Payment**" compliant with Civil Code section 8138 from all subcontractors of any tier and suppliers that each has been paid all amounts owing to it from the Contractor for all work on the Project.

4.2.7. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **4.5 percent**. To the extent that the Term runs into a subsequent calendar year, the interest rate shall not adjust, unless agreed upon by the District in writing.

Date of Payment	(A) Lease Payments	(B) Interest Due on Lease Payment	Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement and the above conditions have been completed and satisfied	\$13,728.16	\$602.97	\$14,331.13
30 days thereafter	\$13,728.16	\$553.75	\$14,281.91
30 days thereafter	\$13,728.16	\$504.35	\$14,232.51
30 days thereafter	\$13,728.16	\$454.76	\$14,182.92
30 days thereafter	\$13,728.16	\$404.98	\$14,133.14
30 days thereafter	\$13,728.16	\$355.02	\$14,083.18
30 days thereafter	\$13,728.16	\$304.87	\$14,033.03
30 days thereafter	\$13,728.16	\$254.53	\$13,982.69
30 days thereafter	\$13,728.16	\$204.01	\$13,932.17
30 days thereafter	\$13,728.16	\$153.29	\$13,881.45
30 days thereafter	\$13,728.16	\$102.38	\$13,830.55
30 days thereafter	\$13,728.16	\$51.29	\$13,779.45
<b>TOTAL</b>	<b>\$164,737.94</b>	<b>\$3,946.19</b>	<b>\$168,684.14</b>

4.2.8. **Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above.

4.3. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

**5. Changes to Guaranteed Project Cost.**

5.1. As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed or deducted from the next payment request from the Contractor, as applicable. Any change to the Guaranteed Project Cost shall not affect the Lease Payments, nor the interest rate, unless expressly agreed upon by the District in writing.

5.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J** to the Facilities Lease.

5.3. **Cost Savings.** Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

**5.4. Insurance and Bond Reimbursements.** At Project Completion, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the Guaranteed Project Cost. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Lease Payment(s). The District shall estimate this amount until Contractor indicates what the total amount of this reimbursement.

**6. Future Buyout of Facilities Lease.** The District may choose to buyout the Lease Payments in a lump sum during the term of the Facilities Lease. The Parties agree that any buyout will be memorialized in writing and serve to terminate the Site Lease and the Facilities Lease and will reduce the interest owed based on the time of the buyout. Under no circumstances can this buyout occur until at least sixty (60) days after Project Completion or the Execution of the Memorandum of Commencement Date, whichever is later. In no event shall any buyout increase the total amount of Lease Payment amounts, plus interest in excess of the amounts included in the Project's Guaranteed Project Cost.

**ATTACHMENT 2**  
**EXHIBIT F-1 TO THE FACILITIES LEASE**  
**SCHEDULE**

Kofman Auditorium Stage Upgrades		Plot - Preliminary Construction Schedule					Data Date 08-Jul-24					
Activity ID	Activity Name	Original Duration	Start	Finish	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
<b>Kofman Auditorium Stage Upgrades</b>												
<b>Project Summary</b>												
SUM1000	Notice To Proceed	0	08-Jul-24									
SUM7000	Dressing Room & Balcony	60	08-Jul-24	30-Sep-24								
SUM8000	Stage	121	08-Jul-24	30-Dec-24								
SUM9000	Project Final Completion	0		30-Dec-24								
<b>Dressing Room &amp; Balcony</b>												
<b>Construction - Dressing Room &amp; Balcony</b>												
7050	Dressing Room Work	55	08-Jul-24	23-Sep-24								
7080	Balcony Work	55	08-Jul-24	23-Sep-24								
<b>Close Out - Dressing Room &amp; Balcony</b>												
CLO7000	Architects Review - Balcony & Dressing Room	5	24-Sep-24	30-Sep-24								
CLO7010	Substantial Completion - Balcony & Dressing Room	0		30-Sep-24								
<b>Stage</b>												
<b>Deferred Approval Submittals</b>												
8050	Def. App. - Production Stage Equipment - TBD	85	08-Jul-24	04-Nov-24								
<b>Construction - Stage</b>												
8060	Stage Rigging, Production, Curtain, Equipment	36	05-Nov-24	30-Dec-24								
<b>Close Out - Stage</b>												
CLO8000	Architects Review - Stage	5	20-Dec-24	30-Dec-24								
CLO8010	Training & Closeout	5	20-Dec-24	30-Dec-24								
CLO9000	Substantial Completion - Stage	0		30-Dec-24								



█ Remaining Level of Effort  
█ Critical LOE  
 Actual Level of Effort  
 Actual Work



**ATTACHMENT 3**

**EXHIBIT G-1 TO THE FACILITIES LEASE**

**SCHEDULE OF VALUES DATED 6/11/24**



**Kofman Stage Upgrades**  
Alameda

6/11/24

Bid Clarifications 1, 2, 3		Base Bid	Balcony Handrail	Dressing Room Work	Stage Upgrades
	GENERAL CONDITIONS	\$ 226,676	\$ 56,669	\$ 56,669	\$ 113,338
	Bid Package 1 - Demolition	\$ 59,995	\$ 4,300	\$ 31,000	\$ 24,695
	Structural Testing	\$ 12,640			\$ 12,640
	Scanning for Rebar	\$ 13,000			\$ 13,000
	Bid Package 2 - Structural and Misc Steel	\$ 78,255	\$ 36,813		\$ 41,442
	Bid Package 3 - Rough Carpentry	\$ 110,214	\$ 3,900	\$ 74,000	\$ 32,314
	Bid Package 4 - Casework, Trim	\$ 63,392	\$ 3,600	\$ 59,792	
	Bid Package 5 - FRP Paneling	\$ 5,166		\$ 5,166	
	Bid Package 6 - Doors, Frames and Hardware	\$ 105,313		\$ 105,313	
	Louvers	\$ 450		\$ 450	
	Bid Package 8 - Flooring	\$ 9,140		\$ 9,140	
	Bid Package 9 - Gypsum Wall Board	\$ 39,777		\$ 28,000	\$ 11,777
	Bid Package 10 - Portland Cement Plastering	\$ 32,636	\$ 9,500	\$ 23,136	
	Bid Package 11 - Fluid Applied Flooring	\$ 7,800		\$ 7,800	
	Bid Package 12 - Painting	\$ 71,634	\$ 9,700	\$ 19,500	\$ 42,434
	Bid Package 13 - Signage	\$ 2,339		\$ 2,339	
	Bid Package 14 - Toilet Compartments, Accessories, Mirrors	\$ 19,205		\$ 19,205	
	Bid Package 15 - Production Rigging	\$ 746,628			\$ 746,628
	Bid Package 16 - Plumbing	\$ 19,497		\$ 19,497	
	Bid Package 17 - Electrical	\$ 841,194		\$ 126,665	\$ 714,529
	Scaffolding	\$ 62,779	\$ 6,720		\$ 56,059
	Ceiling Repair and Patching	\$ 10,560		\$ 10,560	
	Final Clean	\$ 24,490	\$ 9,250	\$ 4,100	\$ 11,140
	Bid Package Exclusions	\$ 131,935	\$ 31,900	\$ 39,000	\$ 61,035
	<b>Sub Total</b>	<b>\$ 2,694,715</b>	<b>\$ 172,352</b>	<b>\$ 641,332</b>	<b>\$ 1,881,031</b>
	<b>Bond Cost</b>	<b>\$ 21,558</b>	<b>\$ 1,379</b>	<b>\$ 5,131</b>	<b>\$ 15,048</b>
	<b>Insurance Cost</b>	<b>\$ 45,810</b>	<b>\$ 2,930</b>	<b>\$ 10,903</b>	<b>\$ 31,978</b>
0.0000	<b>Fee @ 5.0%</b>	<b>\$ 138,104</b>	<b>\$ 8,833</b>	<b>\$ 32,868</b>	<b>\$ 96,403</b>
	<b>Production Lighting Fixtures</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,000</b>
	<b>Theatre Drape</b>	<b>\$ 115,648</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 115,648</b>
	<b>GMP Total</b>	<b>\$ 3,215,835</b>	<b>\$ 185,494</b>	<b>\$ 690,233</b>	<b>\$ 2,340,108</b>

Clarifications:

1. Based on DSA submittal set (Bid Set), dated 2/16/24
2. Does not included additional testing required by DSA.
3. Assumes a normal work schedule, with no nights or swing shift.
4. The production lighting and Drape costs are proposed budgets, based on the final design being selected.

**ATTACHMENT 4**

**EXHIBIT J-1 TO THE FACILITIES LEASE**

**PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS**

The following is a link to the drawings and specifications for the Kofman Theater stage upgrades work:

<https://drive.google.com/drive/folders/1PrIzG-6xloEiqBBd2ConglwdmgQTWBx0?usp=sharing>

**ATTACHMENT 5**

**EXHIBIT K-1 TO THE FACILITIES LEASE**

**REVISIONS TO CONTRACT DOCUMENTS**

**FACILITIES LEASE**

**Section 3.4 (Operating School):** The phasing plan shall be as follows:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Section 3.6 (No Work During Student Testing):** The following dates and times apply to this section:

- Each January: Two (2) days (Finals)
- Each March: Two (2) days (CAHSEE)
- Each June: Two (2) days (Finals)
- Each April - May: Ten (10) days (STAR and AP)

**EXHIBIT D TO FACILITIES LEASE**

**Section 6.2.1 [Staffing Requirement]:** The minimum staffing for the Project shall be a competent:

- Project Manager,
- Full-time Construction Superintendent on each active component/project,
- Project Engineer, and
- Project Administrator

Contractor shall provide with its proposal the name and resume for each specific individual that it is proposing for each position. Those persons shall be made available for interviews with the District, if requested

**Section 7.3.1** The minimum number of bona fide bids from Subcontractors for a specific trade shall be as follows:

- For Subcontractors on scopes of Work with bids up to One Hundred Thousand Dollars (\$100,000):
  - **Two (2) Bids**
- For Subcontractors on scopes of Work with bids One Hundred Thousand One Dollars to Five Hundred Thousand Dollars (\$100,001 and above):
  - **Three (3) Bids**

**Section 7.3.4 Self-Performing Construction Work.** If Contractor intends to propose to self-perform portion(s) of the construction of the Project, it must receive the District's prior written approve. If approved, Contract must provide its pricing (its bid) to the District twenty-four (24) hours prior to Contractors' receipt of Subcontractor bids for those

portion(s) of the Work. In addition, regardless of the scope of work and not in any way reducing the number of Subcontractor bids based on the other requirements of the Contract Documents, the minimum number of bona fide bids from Subcontractors for scope(s) of Work that the Contractor is bidding to self-perform shall be **Two (2) Bids**, not including the Contractor’s pricing/bid.

**Article 10 – CONTRACTOR’S SUBMITTALS AND SCHEDULES**

<b>Item</b>	<b>Description</b>	<b>Due Date</b>
Construction Schedule	Must be in Microsoft Project or Primavera or Equivalent	Within 30 days of District’s Notice to Proceed.
Schedule of Values	With all the detail as required in Exhibit D.	Prior to the District’s approval of the Contractor’s first Application for Tenant Improvement Payment
Shop Drawings		Within 30 days of District’s Notice to Proceed.
Safety Plan		Within 30 days of District’s Notice to Proceed.
Complete Subcontractor List		Within 30 days of District’s Notice to Proceed.
Logistics Plan		Within 30 days of District’s Notice to Proceed.

**Section 15.1.1.4:** The number of days that must be exceeded to claim extra time for “Adverse Weather”:  
**[ALTERNATIVELY: THE DISTRICT AND CONTRACTOR MAY NEGOTIATE A CUMULATIVE NUMBER OF DAYS FOR THE DURATION OF THE PROJECT.]**

January	<u>7</u>	July	<u>0</u>
February	<u>7</u>	August	<u>0</u>
March	<u>4</u>	September	<u>0</u>
April	<u>3</u>	October	<u>2</u>
May	<u>1</u>	November	<u>2</u>
June	<u>1</u>	December	<u>2</u>

END OF DOCUMENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2023

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

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

PRODUCER CA LIC 0B29370 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] DIV# 401/406 P.O. Box 5668  Concord, CA 94524	1-925-798-3334	CONTACT NAME: Sofia Ocegueda PHONE (A/C, No. Ext): E-MAIL ADDRESS: sofia.ocegueda@epicbrokers.com	FAX (A/C, No):
INSURED Lathrop Construction Associates, Inc 4001 Park Road  Benicia, CA 94510		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	NAIC # 19445
		INSURER B: UNITED STATES FIRE INS CO	21113
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D: INDIAN HARBOR INS CO	36940
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 69966882

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL3292135	09/01/23	09/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1337554494	09/01/23	09/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP4S74492423NF	09/01/23	09/01/24	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC025893615	09/01/23	09/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			CEO742113003	09/01/23	09/01/24	Limit 10M/10M**
D	Pollution Liability			CEO742113003	09/01/23	09/01/24	Limit 5M/10M**

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

RE: LCA Job #1186 - Kofman Theater Stage Upgrades, Alameda High School, 2200 Central Ave, Alameda, CA 94501

Additional Insured(s): Alameda Unified School District and its officers, employees, and volunteers.

When required by written contract, additional insured status with primary and non-contributory coverage applies to General Liability and Auto Liability. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation, all per the attached endorsements. Umbrella/Excess Liability follows form.

\*\* Self-Insured Retention: \$25,000

Forms apply where required by written contract.

**CERTIFICATE HOLDER**

LCA Job #1186  
Alameda Unified School District  
  
2060 Challenger Drive  
  
Alameda, CA 94501  
  
USA

**CANCELLATION**

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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ACORD 25 (2016/03)

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DoreenA2  
69966882

# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
10/27/2023

NAME OF INSURED: Lathrop Construction  
Associates, Inc

Additional Description of Operations/Remarks from Page 1:

This page intentionally left blank.

Additional Information:

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

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

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

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b>
<b>PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

<b>Named Insured: Lathrop Construction Associates, Inc.</b>
<b>Endorsement Effective Date: 09-01-2023</b>

### SCHEDULE

<b>A. Broadened Insured Status</b>	<b>N. Audio, Visual, and Data Electronic Equipment</b>
<b>B. Blanket Additional Insured When Required Under Written Contract</b>	<b>O. Loan/Lease Payoff Coverage</b>
<b>C. Employee Hired Autos Liability Coverage</b>	<b>P. Airbag Coverage</b>
<b>D. Employees as Insureds</b>	<b>Q. Multiple Deductible Protection – Covered Auto and Trailer</b>
<b>E. Coverage Extensions – Supplementary Payments</b>	<b>R. Duties in the Event of an Accident, Claim, Suit, or Loss</b>
<b>F. Limited Fellow Employee Coverage</b>	<b>S. Non-Owned Auto Waiver of Subrogation</b>
<b>G. Limited Hired Auto – Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)</b>	<b>T. Blanket Waiver of Subrogation When Required Under Written Contract</b>
<b>H. Custom Signs and Decoration</b>	<b>U. Coverage Territory – Short Term Hired Commercial Autos</b>
<b>I. Extended Towing Coverage</b>	<b>V. Limited Mexico Coverage</b>
<b>J. Glass Breakage</b>	<b>W. Unintentional Failure to Disclose Hazards</b>
<b>K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles</b>	<b>X. Mental Anguish Resulting From Bodily Injury</b>
<b>L. Extra Expense – Stolen Vehicles</b>	<b>Y. Waiver of Sovereign Immunity</b>
<b>M. Personal Effects Coverage</b>	<b>Z. Application of This Endorsement</b>

## A. Broadened Insured Status

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision, **A.1.**, does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

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 "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
- c. Does not include any newly acquired or formed organization that is:
  - (1) A joint venture or partnership; or
  - (2) An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## B. Blanket Additional Insured When Required Under Written Contract

1. Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

- a. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This additional insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss".

Paragraph **B.1.a.(2)** above does not apply if:

- (a) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

2. Paragraph **B.5.a.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

### Other Insurance

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision **B.** of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between you and the additional insured specifically requires that this insurance be primary.

### **C. Employee Hired Autos Liability Coverage**

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

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

### **D. Employees as Insureds**

Paragraph **A.1. Who Is An Insured** under **Section II – Covered Autos Liability Coverage** is amended to include the following as "insureds":

1. Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

### **E. Coverage Extensions – Supplementary Payments**

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** under **Section II – Covered Autos Liability Coverage** are deleted and replaced by the following:

#### **Coverage**

#### **2. Coverage Extensions**

##### **a. Supplementary Payments**

We will pay for the "insured":

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

### **F. Limited Fellow Employee Coverage**

Paragraph **B.5.** under **Section II – Covered Autos Liability Coverage** is amended by the addition of the following:

#### **Exclusions**

#### **5. Fellow Employee**

However, this exclusion does not apply if:

- c. The "bodily injury" results from the use of a covered "auto" you own or hire; and
- d. You have Workers' Compensation insurance in force covering all of your "employees".

Such coverage as is afforded by provisions **F.5.c.** and **F.5.d.** above are excess over any other collectible insurance.

### **G. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)**

Paragraph **A.1.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

#### **Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### **d. Limited Hired Auto – Physical Damage – Private Passenger**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under **Section III – Physical Damage Coverage** of this Coverage Part are extended to "autos" of the private passenger type you or your "employee" hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is the lesser of \$35,000 or the actual cash value or cost to repair or replace;
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less;
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance; and
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired "auto", provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule of any other endorsement, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### **H. Custom Signs and Decoration**

The following is added to Paragraph **A.1.** under **Section III – Physical Damage Coverage**:

In the event of a total loss to an "auto" insured for Physical Damage Coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

#### **I. Extended Towing Coverage**

1. If the named insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **I.**, applies to that covered "auto".

If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension, **I.**, to apply.

2. Paragraph **A.2.** under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

##### **Towing**

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

#### **J. Glass Breakage**

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

Paragraph **A.3.** Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under **Section III – Physical Damage Coverage** is amended by the addition of the following:

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. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for this coverage.

#### **K. Reimbursement for Increased Temporary Transportation Expense for Private Passenger and Commercial Vehicles**

1. If the Covered "Auto" has Comprehensive or Specified Causes Of Loss Physical Damage Coverage:

Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is deleted and replaced by the following:

##### **Coverage Extensions**

#### **a. Transportation Expenses**

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration:

- (1) When the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto"; or
- (2) When the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto".

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

#### **2. If the Covered "Auto" has Collision Physical Damage Coverage:**

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

#### **L. Extra Expense – Stolen Vehicles**

Paragraph **A.4.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

#### **M. Personal Effects Coverage**

Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended to include the following coverage:

##### **1. Personal Effects Coverage**

- a. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto".
- b. Subject to Paragraph **C. Limit Of Insurance** under **Section III – Physical Damage Coverage**, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this coverage, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

#### **N. Audio, Visual, and Data Electronic Equipment**

The sub-limit in Paragraph **C.1.b.** of the Limit of Insurance Provision of **Section III – Physical Damage Coverage** is increased to \$1,500.

#### **O. Loan/Lease Payoff Coverage**

Paragraph **C. Limit of Insurance** of **Section III – Physical Damage Coverage** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

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

This coverage is limited to a maximum of \$1,500 for each covered "auto".

**P. Airbag Coverage**

1. If the Named Insured carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension, **P.**, applies to that covered "auto".
2. Paragraph **B.3.a.** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

**Q. Multiple Deductible Protection – Covered Auto and Trailer**

1. If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension, **Q.**, applies to those covered "autos".
2. Paragraph **D. Deductible** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

Whenever a covered "auto" and "trailer" are each damaged in the same "loss" while operating as a combined truck and "trailer" unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

- a. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
- b. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**R. Duties in the Event of an Accident, Claim, Suit, or Loss**

1. Paragraph **A.2.a.** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:
  - a. You, if your are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a joint venture;
  - d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
  - e. A member, if you are a limited liability company.
2. Paragraph **A.2.b.(2)** under **Section IV – Business Auto Conditions** is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if your are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a joint venture;

- d. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
- e. A member, if you are a limited liability company.

#### **S. Non-Owned Auto Waiver of Subrogation**

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

##### **Loss Conditions**

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

#### **T. Blanket Waiver of Subrogation When Required Under Written Contract**

Paragraph **A.5.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

##### **Loss Conditions**

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "accident" or "loss"; or
- c. Executed after the "accident" or "loss" if:
  - (1) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
  - (2) You can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

#### **U. Coverage Territory – Short Term Hired Commercial "Autos"**

Paragraph **B.7.b.(5)** under **Section IV – Business Auto Conditions** is deleted and replaced by the following:

##### **General Conditions**

##### **7. Policy Period, Coverage Territory**

- b. Within the Coverage territory

The coverage territory is:

- (5) Anywhere in the world if a covered "auto" of the private passenger type, commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### **V. Limited Mexico Coverage**

##### **WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

1. Paragraph **B.7.** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

**Policy Period, Coverage Territory**

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

2. For purposes of this Provision, **V.**, Paragraph **B.5.** under **Section IV – Business Auto Conditions** is deleted and replaced by the following;

**Other Insurance**

The insurance provided by this Provision, **V.**, will be excess over any other collectible insurance.

3. Paragraph **A. Coverage** under **Section III – Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

4. **Additional Exclusions**

The following exclusions are added:

This insurance does not apply:

- a. If the covered "auto" is not principally garaged and principally used in the United States.
- b. To any "insured" who is not a resident of the United States.

**W. Unintentional Failure to Disclose Hazards**

Paragraph **B. General Conditions** under **Section IV – Business Auto Conditions** is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

**X. Mental Anguish Resulting From Bodily Injury**

The definition of "bodily injury" under **Section V – Definitions** is deleted and replaced by the following:

"Bodily Injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, "mental anguish" shall mean any type of mental or emotional illness or distress.

**Y. Waiver of Sovereign Immunity**

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

1. We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

## **Z. Application of This Endorsement**

The enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 09/01/2023 forms a part of Policy No. WC 025-89-3615

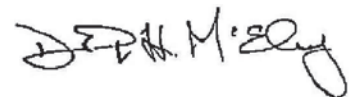
Issued to LATHROP CONSTRUCTION ASSOCIATES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

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



Authorized Representative