

COMMERCIAL GENERAL LIABILITY INSURANCE ENDORSEMENT

INSURER: ISO FORM CG 20 10 11 85: (MODIFIED)

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE. The Silicon Valley Clean Water, its governing Commission, officers, employees, agents and consultants including, without limitation, the Design Consultant, Construction Manager and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents.

WHO IS AN INSURED. (Section II) is amended to include as Insureds the persons or organizations set forth in the Schedule, but only with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Insureds, (b) products and completed operations of the Insured, or (c) premises owned, leased or used by the Insured.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, partners, employees agents and consultants.
2. This insurance shall be primary as respects the Insureds described in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Insureds' scheduled underlying primary coverage. In either event, any other insurance maintained by the Insureds scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Authority; or (b) products sold by the Named Insured to the Authority; or (c) premises leased by the Named Insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Insureds set forth in the above Schedule; or stand in an unbroken chain of coverage excess of the said Insureds' scheduled underlying primary coverage. In either event, any other insurance maintained by the Insureds set forth in the above Schedule shall be excess of this insurance and shall not contribute with it.
4. The insurance afforded by this policy shall not be canceled except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Entity.
5. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each Insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
6. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Insureds listed in the above Schedule.

7. Coverage shall not extend to any indemnity coverage for the active negligence of the Insureds listed in the above Schedule in any case where an agreement to indemnify the said Insureds would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

Signature-Authorized Representative

Address

Telephone Number

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY).

AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT

| AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR _____ (Entity) | | | SUBMIT IN DUPLICATE | |
|---|--|--|---------------------|-----------------------------|
| | | | ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
| PRODUCER Telephone _____ | POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ | | | |
| NAMED INSURED | APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: CITY AGREEMENTS/PERMITS | | | |
| TYPE OF INSURANCE | OTHER PROVISIONS | | | |
| <input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER | | | | |
| LIMITS OF LIABILITY | CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____ | | | |
| \$ _____ per accident, for bodily injury and property damage | | | | |
| In consideration of the premium charge and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The Authority, the Design Consultant, the Construction Manager, the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers are included as additional insureds with regard to damages and defense of claims arising from ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Authority, the Design Consultant and the Construction Manager and the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of its officials, officers, partners, employees, agents and volunteers. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Authority, the insurance afforded by this policy shall: (a) be primary insurance as respects the Authority, the Design Consultant and the Construction Manager and the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the Authority, the Design Consultant and the Construction Manager and the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers shall be excess of this insurance and shall not contribute with it. 3. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified Return Receipt Requested has been | | | | |

given to the District. Such notice shall be addressed as shown in the heading of this endorsement.

4. SCOPE OF COVERAGE. This policy affords coverage at least as broad as:

- (1) If primary, Insurance Services Office Form Number CA0001 (Ed. 1/87), Code 1 ("any auto"); or
- (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Section (1).

5. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

6. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Authority, the Design Consultant and the Construction Manager and the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers.

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

Silicon Valley Clean Water, the Design Consultant, the Construction Manager, the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers.

AUTHORIZED REPRESENTATIVE Broker/Agent

Underwriter _____

I, _____ (print/type name),
warrant that I have authority to bind the above-mentioned
insurance company, and by my signature hereon do so bind
this company to this endorsement.

Signature _____
(original signature required)

Telephone: () Date Signed _____

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