

SECOND AMENDMENT TO PUBLIC AND ON-SITE IMPROVEMENT AGREEMENT WITH DEVELOPER

This Second Amendment to Public and On-Site Improvement Agreement with Developer, (Second Amendment) is made and entered into this 11th day of June, 2024 by and between the CITY OF WATSONVILLE, a municipal corporation, hereafter called "City," and PACIFIC SUNSHINE DEVELOPMENT, LLC, a limited liability company, herein called "Developer." City and Developer shall be collectively referred to as "parties."

RECITALS

WHEREAS Developer entered into a Public and On-Site Improvement Agreement ("Agreement") with City to allow construction of Sunshine Garden Subdivision, Tract No. 1587, dated September 27, 2017; and

WHEREAS the Agreement was approved by Council Resolution 151-17 (CM) on or about September 26, 2017; and

WHEREAS Tract No. 1587 was submitted by the Developer and approved by the Council as a single-phase subdivision; and

WHEREAS the Agreement provided for construction of subdivision on- and off-site improvements as a single-phase subdivision; and

WHEREAS on August 23, 2021, City and Developer signed an amendment to the Agreement (First Amendment) to allow the subdivision on- and off-site improvements to be constructed in three phases; and

WHEREAS Developer became in default on the First Amendment by failing to meet the deadlines set forth in the Phasing Plan, and their surety funds are insufficient to guarantee completion of the remaining public & private sitework improvements; and

WHEREAS Developer now wishes to construct Tract 1587 as a five-phase subdivision; and

WHEREAS Developer wishes to sign a second amendment to the Agreement to allow the subdivision on- and off-site improvements to be constructed in five phases; and

WHEREAS the Agreement, and Developer's liability insurance and Workers' Compensation insurance required by the Agreement have both expired; and

WHEREAS Developer has not completed the public and off-site improvements for Tract 1587 before the Agreement expired; and

WHEREAS City and Developer desire to amend the Agreement to allow completion of the subdivision according to the Agreement and this Second Amendment,

NOW, THEREFORE in consideration of the mutual promises and covenants of the parties hereto, and subject to all conditions, the undersigned agree to this Second Amendment.

AGREEMENT.

The recitals in the Agreement and this Second Amendment are affirmed and ratified and shall be conclusive proof of the truthfulness thereof and shall be deemed a part of the Agreement and this Second Amendment.

1. CONSTRUCTION OF IMPROVEMENTS AND SCHEDULE.

Section 1 of the Agreement is deleted in its entirety and replaced with the following words:

“Developer shall do all necessary work and construct public and on-site improvements described in the Improvement Plans approved by City Council on January 12, 2016, a copy of which are kept on file in the City Clerk's Office, and complete such work and improvements in accordance with the provisions of the conditions of the Tentative Subdivision Map (Exhibit E) and Design Review [Resolution No. 3-16 (CM)]. The Project will be developed in five (5) phases as described on the Phasing Plan attached hereto and hereinafter incorporated by reference as Attachment 1. Each of the five phases shall be completed and individual dwelling units for all lots within each phase shall pass final City inspections by the deadlines set forth in the Phasing Plan (included in Attachments) subject to Phase 1A starting on June 17, 2024 or date of City issuance of the Project's On/Off Site Permit. The Developer shall complete the continuation of the emergency vehicle access road and easement (EVAE) making it accessible from the proposed abutting Hillcrest Subdivision (formerly known as Sunshine Vista) to Santa Catalina and San Luis Avenues in Tract 1587 and for completion and accessibility of Santa Catalina and San Luis Avenues to Santa Victoria Avenue (hereinafter the “Sunshine Garden EVAE Access”). If the Sunshine Garden EVAE Access is not completed and accessible by July 9, 2024, the City may enforce such completion under and pursuant to this Second Amendment and under its bonds, cash deposits, or other financial guarantees. The Project completion date of September 12, 2028 is subject to any City-approved weather and/or utility company scheduling delay(s) outside of the Contractor's control, following immediate written notice of any such weather and/or utility company scheduling delay(s) to the City from the Contractor, which impact project completion. Failure to complete construction and obtain final City inspection approval for dwelling units on all lots within each phase by the aforementioned completion deadlines will be a default by the Developer under section 25 below.”

2. PERFORMANCE OF WORK: PLANS AND SPECIFICATIONS.

Section 2 of the Agreement shall be amended by deleting the sentence, “*All improvements must be completed within the deadlines identified in § 1 of this First Amendment.*” is replaced with: “*All improvements must be completed within the deadlines identified in Section 1 but no later than September 12, 2028.*”

3. PAYMENT OF DEVELOPMENT FEES AND CHARGES.

The parties agree that Section 4 of the Agreement is modified to add that Developer shall make a payment and City shall accept a sum of \$59,895¹ upon City issuance of the Project’s On/Off Site Permit.

In addition, bonds, deposits or other financial guarantees listed in Sections 4-8 of this Amendment are required and must be deposited with the City fourteen (14) days prior to the City Council meeting that this Amendment will be heard.

4. FAITHFUL PERFORMANCE AND LABOR AND MATERIALS SECURITIES.

The parties agree that the amounts for Performance and Labor and Materials Securities in Section 5 of the Agreement shall be amended as follows:

- (A) FAITHFUL PERFORMANCE GUARANTEE. The figure \$4,924,000 (spelled and numeric) is changed in three places to \$5,129,590².”
- (B) LABOR AND MATERIALS (PAYMENT) GUARANTEE. The figure \$1,414,000 (spelled and numeric) is changed in two places to \$1,761,230³. The figure \$2,827,556 is changed in one place to \$3,522,460⁴

5. DEFECTIVE MATERIALS AND WORKMANSHIP (WARRANTY) BOND.

The parties agree that the amounts for Performance and Labor and Materials Securities in Section 6 of the Agreement shall be amended as follows: The figure \$246,000 (spelled and

¹ This is an increase of \$59,895, which covers the prorated additional inspection fee of \$82,680.00 x (\$1,420,505 (updated cost of remaining Common Area & Public improvements)/\$3,465,000) = \$33,895 + \$26,000 (the City’s Improvement and Set Aside Agreement amendments preparation & approval costs).

² This is an increase of \$205,590, which is 0.17 (increase in construction costs since March 2020) x \$1,209,355.60 (\$1,417,877.60 (balance of 2021 Set-Aside funds) - \$208,522 (Developer's 10-1-22 const. draw request)).

³ This is an increase of \$347,230, which is \$2,827,556 x .5 (\$1,209,355.60/\$4,924,000).

⁴ This is an increase of \$694,904, which is (2 x \$1,761,230) - \$2,827,556.

numeric) is changed in two places to \$256,280⁵. The figure \$4,924,000 is changed in one place to \$5,129,590⁶.

6. MONUMENT DEPOSIT.

The parties agree that the amounts for the Monument Deposit in Section 7 of the Agreement shall be amended as follows: The figure of \$22,000 (spelled and numeric) is changed in three places to \$26,000⁷.

7. CLEAN UP DEPOSIT.

The parties agree that the amounts for the Clean Up Deposit in Section 8 of the Agreement shall be amended as follows: The figure of \$35,000 (spelled and numeric) is changed in two places to \$47,100.⁸

8. Except as specifically amended or modified in this Second Amendment, all other terms and provisions of the Agreement shall remain unchanged.

10. ATTACHMENTS.

The following attachments are incorporated by reference:

- Attachment 1. “Phasing Plan” The Phasing Plan is made up of the following four (4) documents:
 - Phasing Map (Attachment 3)
 - Phased Utilities Plan (Attachment 4)
 - Construction Site Phasing Plans (CSPPs) Phase 1A, 1B, 1C, 2, & 3 (Attachment 5)
 - Site Work & Building Schedules Phase 1A, 1B, 1C, 2, & 3 (Attachment 6)
- Attachment 2. “Second Amendment to Set Aside Agreement to Secure Performance of Contract ”

⁵ This is an increase of \$10,280, which is 0.05 (0.17 x \$1,209,355.60).

⁶ This is an increase of \$205,590.

⁷ This is an increase of \$4,000 (\$22,000 (2017 Land Surveyor's Estimate) x 0.18 (estimated 3% annual increase in consultant's fees over the past 6 years).

⁸ This is an increase of \$12,100 (0.01 x \$1,209,355.60 (remaining construction) = \$12,100).

- Attachment 3. “Certificates of Insurance and Insurance Endorsements”

10. RECITALS.

The recitals set forth at the beginning of this Second Amendment of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in said recitals, if any, shall be deemed a part of the Second Amendment.

11. INTEGRATION OF AGREEMENTS.

The Agreement, this Second Amendment and all Attachments are the entire agreement between the parties with regard to the subject matter hereof. This Second Amendment supersedes all previous agreements or prior amendments between or among the parties as to the subject matter herein. There are no agreements, representations, or warranties between or among the parties other than those set forth in the Agreement, this Second Amendment and the Attachments.

12. TIME OF THE ESSENCE.

Time is of the essence in respect to all provisions of this Second Amendment in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Second Amendment.

13. EXECUTION AND INTERPRETATION.

Each party has been represented by counsel in the negotiation and execution of this Second Amendment. This Second Amendment was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge that they have read and understood this Second Amendment and its legal effect. Each party acknowledges that it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Second Amendment. Each party further acknowledges that it is not relying on and it is not for the purposes of the negotiation, execution, and delivery of this Second Amendment, a client of the legal counsel employed by any of the other parties to this Second Amendment.

14. DRAFTING.

The terms of this Second Amendment have been negotiated by the parties hereto and the language used in this Second Amendment shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Second Amendment shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular

benefit under this Second Amendment. No rule of strict construction will be applied against any person.

15. RATIFICATION.

The Agreement, except as amended by this Second Amendment, is hereby ratified, and confirmed and shall remain in full force and effect in accordance with its original terms and provisions. If there is any conflict between the terms and provisions of this Second Amendment and the terms and provisions of the First Amendment and the Agreement, the terms and conditions of this Second Amendment shall control. From and after the effective date hereof, any reference to the Public and On-Site Improvement Agreement with Developer for Tract 1587 shall mean the Agreement as modified by this Second Amendment.

16. EXHIBITS INCORPORATED BY REFERENCE.

Each and every attachment identified herein and identified is incorporated into this Second Amendment as if set forth in full at the place of reference. The parties relied on the representations in the Attachments in agreeing to the terms of this Second Amendment and the Developer represents that the Attachments contain information that is accurate and complete.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have hereto executed this Second Amendment on the day and year first herein above written:

ATTEST:

CITY OF WATSONVILLE
A municipal corporation

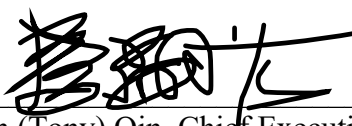
Irwin Ortiz, City Clerk

Tamara Vides, Interim City Manager

APPROVED AS TO FORM:

DEVELOPER – PACIFIC SUNSHINE DEVELOPMENT, LLC, a limited liability company

Samantha Zutler, City Attorney



Siyan (Tony) Qin, Chief Executive Officer

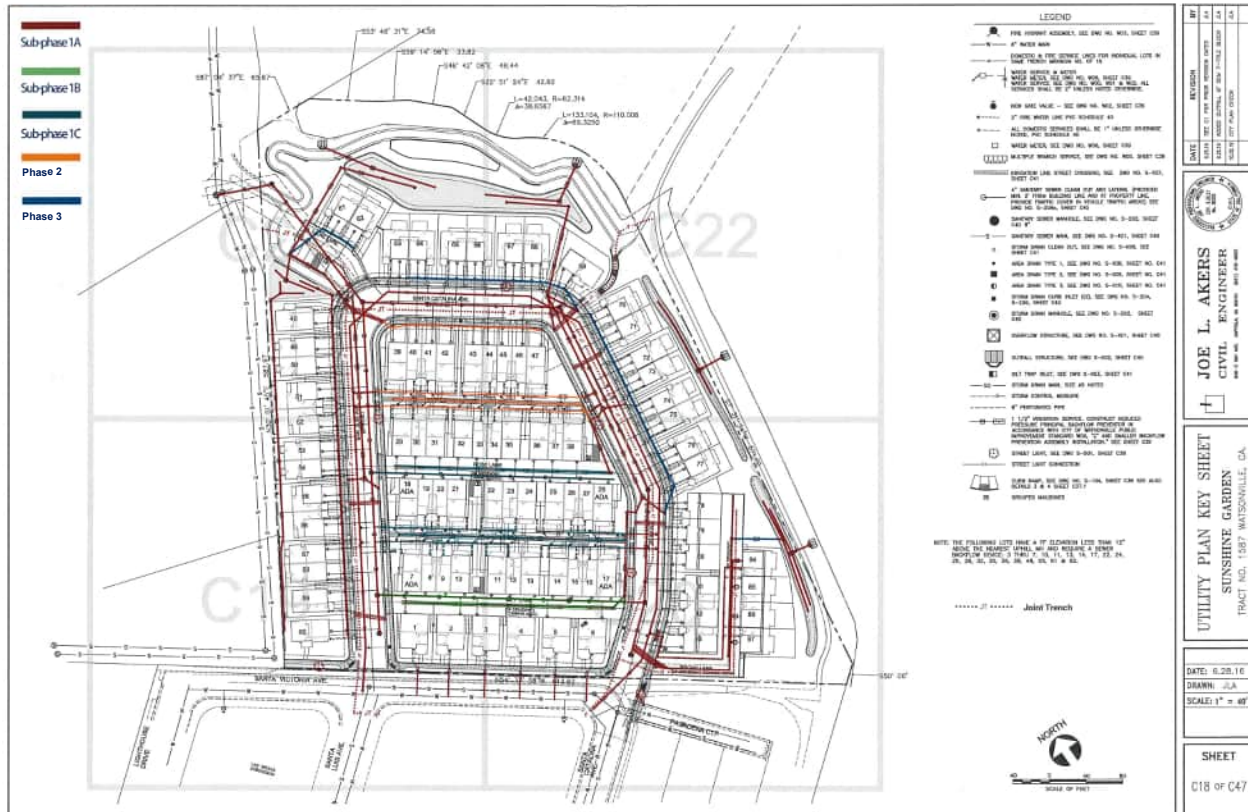
Attachment 1

Phasing Plan

The Phasing Plan is made up of the following four (4) documents:

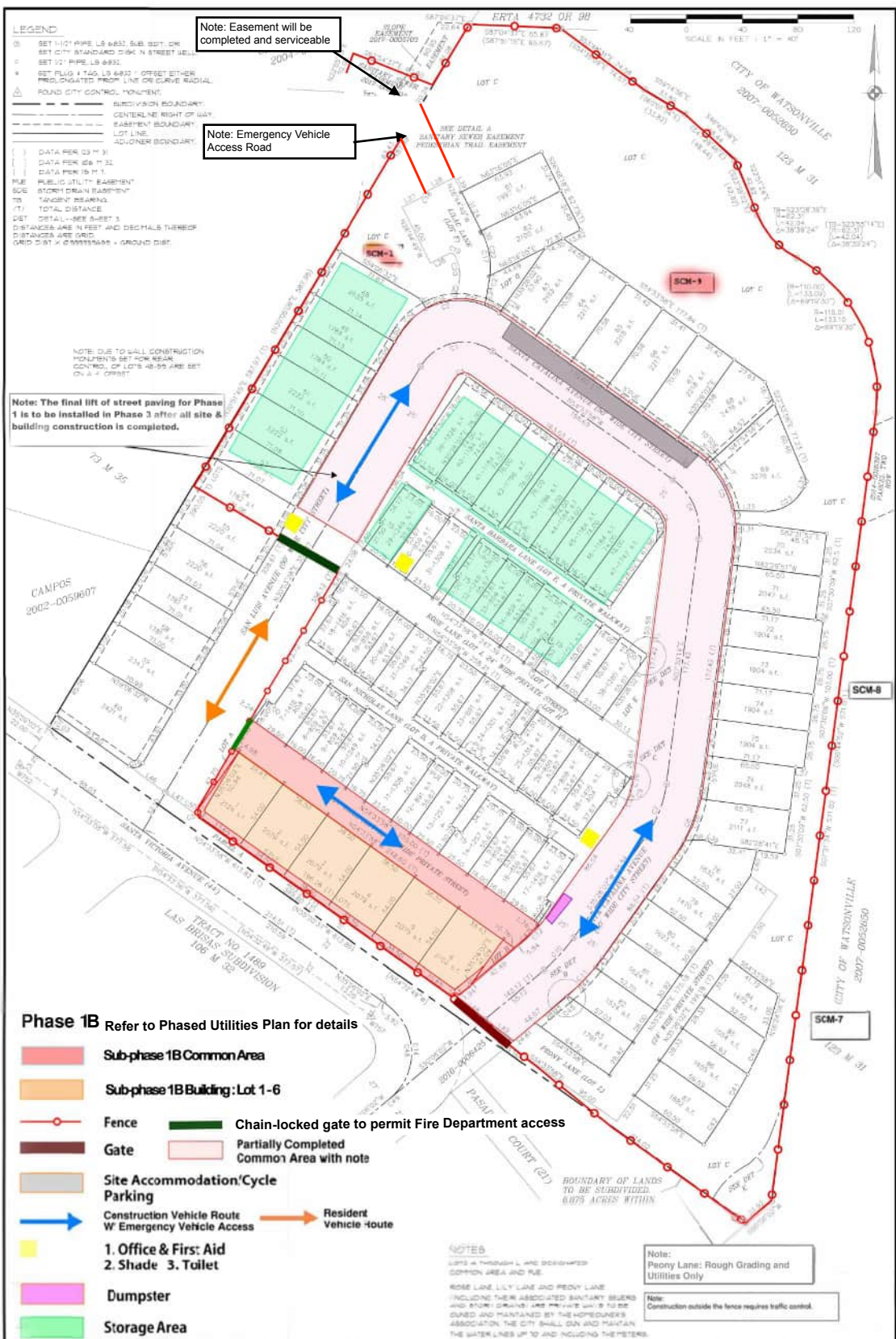
- Phasing Map (Attachment 3)
- Phased Utilities Plan (Attachment 4)
- Construction Site Phasing Plans (CSPPs) Phase 1A, 1B, 1C, 2, & 3 (Attachment 5)
- Site Work & Building Schedules Phase 1A, 1B, 1C, 2, & 3 (Attachment 6)





Phased Utilities Plan





Note: Easement will be completed and serviceable

Note: Emergency Vehicle Access Road

Note: The final lift of street paving for Phase 1 is to be installed in Phase 3 after all site & building construction is completed.

NOTE: DUE TO WALL CONSTRUCTION
MONUMENTS SET FOR REAR
CONTROL OF LOTS 48-59 ARE SET
ON A 4' OFFSET

Phase 1C Refer to Phased Utilities Plan for details

 Sub-phase 1C Common Area

Sub-phase 1C Building: Lot 7-28

 Fence Chain-locked gate to permit Fire Department access

 Gate Partially Completed Common Area with note


Site Accommodation/Cycle Parking

 Construction Vehicle Route
 W/ Emergency Vehicle Access
  Resident
 Vehicle Route

1. Office & First Aid

2. Shade 3. Toilet

Dumpster

 Storage Area

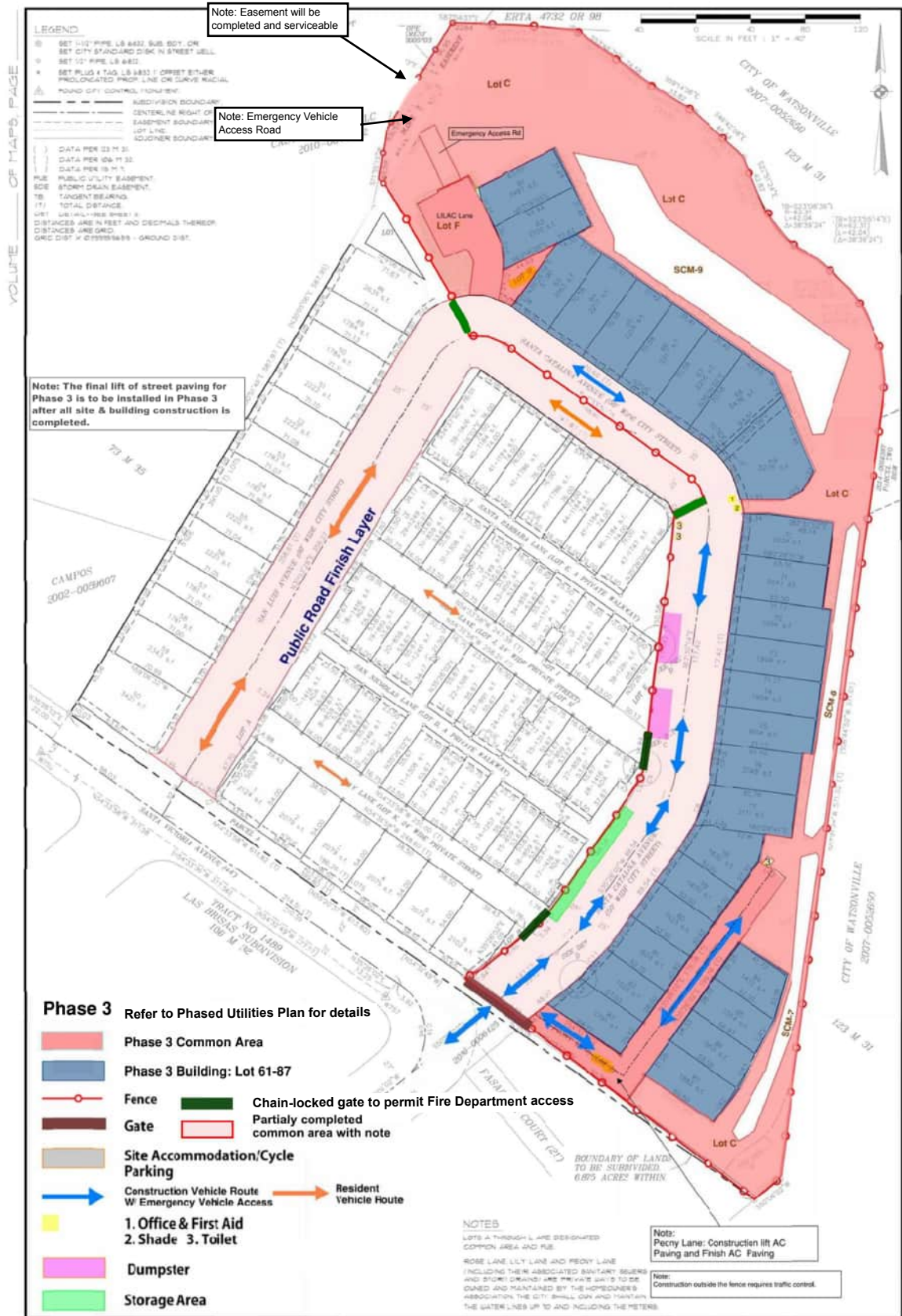
NOTES



























LOTS A THROUGH L ARE DESIGNATED
COMMON AREA AND R.E.

ROSE LANE, LILY LANE AND PEONY LANE
(INCLUDING THEIR ASSOCIATED SANITARY SEWERS
AND STORM DRAINS) ARE PRIVATE LINES TO BE
OWNED AND MAINTAINED BY THE HOMEOWNERS
ASSOCIATION. THE CITY SHALL OWN AND MAINTAIN
THE WATER LINES UP TO AND INCLUDING THE METER

Note:
Peony Lane: Rough Grading and
Utilities Only

Note:
Construction outside the fence may lead to traffic control.



ID	Task Mode	Task Name	Duration	Start	Finish	2024				2025				2026				2027				2028			
						Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
50		Install G,E,T&C utility boxes/services/meters to all Phase 3	28 days	2028 June 28	2028 August 7																				
51		Lower water services & install boxes for Phase 3 units	15 days	2028 August 8	2028 August 28																				
52		Pave Peony Lane with final lift	5 days	2028 August 29	2028 September 4																				
53		Pave Santa Catalina Ave with final lift	5 days	2028 September 5	2028 September 11																				
54		Receive City Approval and remove construction fence	5 days	2028 September 12	2028 September 18																				
55		Phase 3 Sale Starts	1 day	2028 September 19	2028 September 19																				

Project: Sunshine Garden
Date: 2024 May 15

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Mar	2024 Qtr 2	2024 Qtr 3	2024 Qtr 4	2025 Qtr 1	2025 Qtr 2	2025 Qtr 3	2025 Qtr 4	2026 Qtr 1	2026 Qtr 2	2026 Qtr 3	2026 Qtr 4	2027 Qtr 1	2027 Qtr 2	2027 Qtr 3	2027 Qtr 4	2028 Qtr 1	2028 Qtr 2	2028 Qtr 3	2028 Qtr 4
1		Phase 1-3 Building	1114 days	2024 June 10	2028 September 19		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
2		Phase 1A	51 days	2024 June 10	2024 August 20																				
3		Install gas meters (GMs).	5 days	2024 June 10	2024 June 14																				
4		Connect fire & domestic water and electrical services to buildings w/electric meters.	5 days	2024 June 17	2024 June 21																				
5		Test fire alarms.	2 days	2024 June 24	2024 June 25																				
6		Replace wood electrical box lids with concrete lids.	1 day	2024 June 26	2024 June 26																				
7		Install door landing(s)/stoop(s).	5 days	2024 June 27	2024 July 3																				
8		Replace missing stone siding.	2 days	2024 July 5	2024 July 8																				
9		Install downspout elbows and splash blocks.	2 days	2024 July 9	2024 July 10																				
10		Window frames/caulking/stucco.	1 day	2024 July 11	2024 July 11																				
11		Lots 55 - 58 rear yard grading & landscaping.	10 days	2024 June 24	2024 July 8																				
12		Complete final inspection for certificate of occupancy	3 days	2024 July 23	2024 July 25																				
13		Cleanup for occupancy	5 days	2024 July 26	2024 August 1																				
14		Perform final walk-through inspection	5 days	2024 August 2	2024 August 8																				
15		Complete punch list items	8 days	2024 August 9	2024 August 20																				
16		Phase 1B	208 days	2024 August 21	2025 June 6																				
17		Framing	20 days	2024 August 21	2024 September 17																				
18		Rough frame	20 days	2024 August 21	2024 September 17																				
19		Roofing	12 days	2024 September 18	2024 October 3																				
20		Roofing	12 days	2024 September 18	2024 October 3																				
21		Dry In	52 days	2024 September 18	2024 November 28																				
22		Doors	52 days	2024 September 18	2024 November 28																				
23		Exterior doors	2 days	2024 September 18	2024 September 19																				
24		Interior doors	12 days	2024 November 13	2024 November 28																				
25		Windows	12 days	2024 September 20	2024 October 7																				
26		Exterior Finishes	25 days	2024 October 8	2024 November 11																				
27		Stucco	15 days	2024 October 8	2024 October 28																				
28		Complete exterior finish	10 days	2024 October 29	2024 November 11																				
29		Utility Rough	30 days	2024 September 18	2024 October 29																				
30		Rough-in plumbing	25 days	2024 September 18	2024 October 22																				
31		Rough-in electrical	10 days	2024 September 18	2024 October 1																				
32		Rough-in HVAC	15 days	2024 September 18	2024 October 8																				
33		Rough-in Fire Sprinkler	15 days	2024 September 18	2024 October 8																				
34		Inspection	5 days	2024 October 23	2024 October 29																				
35		Interior Finishes	105 days	2024 October 30	2025 March 25																				
36		Insulation	10 days	2024 October 30	2024 November 12																				
37		Insulation	10 days	2024 October 30	2024 November 12																				
38		Drywall	20 days	2024 November 13	2024 December 10																				
39		Install drywall	20 days	2024 November 13	2024 December 10																				
40		Interior trim	10 days	2024 December 11	2024 December 24																				
41		Interior trim	10 days	2024 December 11	2024 December 24																				
42		Finish Plumbing	22 days	2024 December 11	2025 January 9																				
43	Paint	Finish Plumbing	22 days	2024 December 11	2025 January 9																				
44		Finish Electrical	10 days	2024 December 11	2024 December 24																				
45		Finish electrical	10 days	2024 December 11	2024 December 24																				
46		Finish HVAC	15 days	2024 December 11	2024 December 31																				
47		Finish HVAC	10 days	2024 December 11	2024 December 24																				
48		HERS inspection	5 days	2024 December 25	2024 December 31																				
49		Finish Fire Sprinkler	4 days	2024 December 25	2024 December 30																				
50		Finish Fire Sprinkler	3 days	2024 December 25	2024 December 27																				
51		Test fire alarms.	1 day	2024 December 30	2024 December 30																				
52		Floor finish	65 days	2024 December 25	2025 March 25																				
53		Floor finish	20 days	2024 December 25	2025 February 25																				
54		Paint	20 days	2025 February 26	2025 March 25																				
55	Paint	Paint	20 days	2025 February 26	2025 March 25																				
56		Landscaping	30 days	2025 February 12	2025 March 25																				
57		Landscaping	30 days	2025 February 12	2025 March 25																				
58		Final Acceptance	53 days	2025 March 26	2025 June 6																				
59		Complete final inspection for certificate of occupancy	20 days	2025 March 26	2025 April 22																				
60		Cleanup for occupancy	20 days	2025 April 23	2025 May 20																				
61		Perform final walk-through inspection	10 days	2025 May 21	2025 June 3																				
62		Complete punch list items	3 days	2025 June 4	2025 June 6																				
63		Phase 1C	318 days	2024 October 30	2026 January 19																				
64		Framing	21 days	2024 October 30	2024 November 27																				
65		Rough frame	21 days	2024 October 30	2024 November 27																				
66		Roofing	5 days	2024 November 28	2024 December 4																				
67		Roofing	5 days	2024 November 28	2024 December 4																				
68		Dry In	20 days	2024 November 28	2024 December 25																				
69		Doors	10 days	2024 November 28	2024 December 11																				

Project: Sunshine Garden
Date: 2024 May 15

Task Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only






































































External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Task/Task Mode	Task Name	Duration	Start	Finish	Mar	2024 Qtr 2 Apr May	2024 Qtr 3 Jun Jul Aug Sep	2024 Qtr 4 Oct Nov Dec	2025 Qtr 1 Jan Feb Mar	2025 Qtr 2 Apr May Jun	2025 Qtr 3 Jul Aug Sep	2025 Qtr 4 Oct Nov Dec	2026 Qtr 1 Jan Feb Mar	2026 Qtr 2 Apr May Jun	2026 Qtr 3 Jul Aug Sep	2026 Qtr 4 Oct Nov Dec	2027 Qtr 1 Jan Feb Mar	2027 Qtr 2 Apr May Jun	2027 Qtr 3 Jul Aug Sep	2027 Qtr 4 Oct Nov Dec	2028 Qtr 1 Jan Feb Mar	2028 Qtr 2 Apr May Jun	2028 Qtr 3 Jul Aug Sep	2028 Qtr 4 Oct Nov Dec
70		Exterior doors	10 days	2024 November 28	2024 December 11																				
71		Windows	10 days	2024 December 12	2024 December 25																				
72		Exterior Finishes	50 days	2024 December 26	2025 March 5																				
73		Stucco	25 days	2024 December 26	2025 January 29																				
74		Complete exterior finish	25 days	2025 January 30	2025 March 5																				
75		Utility Rough	72 days	2024 December 26	2025 April 4																				
76		Rough-in plumbing	50 days	2024 December 26	2025 March 5																				
77		Rough-in electrical	50 days	2024 December 26	2025 March 5																				
78		Rough-in HVAC	40 days	2024 December 26	2025 February 19																				
79		Rough-in Fire Sprinkler	40 days	2024 December 26	2025 February 19																				
80		Inspection	22 days	2025 March 6	2025 April 4																				
81		Interior Finishes	138 days	2025 April 7	2025 October 16																				
82		Insulation	20 days	2025 April 7	2025 May 2																				
83		Insulation	20 days	2025 April 7	2025 May 2																				
84		Drywall	40 days	2025 May 5	2025 June 27																				
85		Install drywall	40 days	2025 May 5	2025 June 27																				
86		Interior trim	20 days	2025 June 30	2025 July 28																				
87		Interior trim	20 days	2025 June 30	2025 July 28																				
88		Finish Plumbing	30 days	2025 June 30	2025 August 11																				
89		Finish Plumbing	30 days	2025 June 30	2025 August 11																				
90		Finish Electrical	30 days	2025 June 30	2025 August 11																				
91		Finish electrical	30 days	2025 June 30	2025 August 11																				
92		Finish HVAC	52 days	2025 June 30	2025 September 10																				
93		Finish HVAC	30 days	2025 June 30	2025 August 11																				
94		HERS inspection	22 days	2025 August 12	2025 September 10																				
95		Finish Fire Sprinkler	32 days	2025 August 12	2025 September 24																				
96		Finish Fire Sprinkler	20 days	2025 August 12	2025 September 8																				
97		Test fire alarms.	12 days	2025 September 9	2025 September 24																				
98		Floor finish	50 days	2025 July 29	2025 October 6																				
99		Floor finish	50 days	2025 July 29	2025 October 6																				
100		Paint	28 days	2025 September 9	2025 October 16																				
101		Paint	28 days	2025 September 9	2025 October 16																				
102		Landscaping	20 days	2025 September 19	2025 October 16																				
103		Landscaping	20 days	2025 September 19	2025 October 16																				
104		Final Acceptance	67 days	2025 October 17	2026 January 19																				
105		Complete final inspection for certificate of occupancy	22 days	2025 October 17	2025 November 17																				
106		Cleanup for occupancy	10 days	2025 November 18	2025 December 1																				
107		Perform final walk-through inspection	15 days	2025 December 2	2025 December 22																				
108		Complete punch list items	20 days	2025 December 23	2026 January 19																				
109		Phase 2	365 days	2026 February 12	2027 July 7																				
110		Foundation	39 days	2026 February 12	2026 April 7																				
111		Form concrete	30 days	2026 February 12	2026 March 25																				
112		Place concrete foundation and slab	2 days	2026 March 26	2026 March 27																				
113		Cure basement walls for 7 days	7 days	2026 March 30	2026 April 7																				
114		Framing	50 days	2026 April 8	2026 June 16																				
115		Rough frame	50 days	2026 April 8	2026 June 16																				
116		Roofing	28 days	2026 June 17	2026 July 24																				
117		Roofing	28 days	2026 June 17	2026 July 24																				
118		Dry In	25 days	2026 June 17	2026 July 21																				
119		Doors	10 days	2026 June 17	2026 June 30																				
120		Windows	15 days	2026 July 1	2026 July 21																				
121		Exterior Finishes	82 days	2026 July 22	2026 November 12																				
122		Stucco	50 days	2026 July 22	2026 September 29																				
123		Complete exterior finish	32 days	2026 September 30	2026 November 12																				
124		Utility Rough	72 days	2026 June 17	2026 September 24																				
125		Rough-in plumbing	50 days	2026 June 17	2026 August 25																				
126		Rough-in electrical	50 days	2026 June 17	2026 August 25																				
127		Rough-in HVAC	40 days	2026 June 17	2026 August 11																				
128		Rough-in Fire Sprinkler	40 days	2026 June 17	2026 August 11																				
129		Inspection	22 days	2026 August 26	2026 September 24																				
130		Interior Finishes	169 days	2026 September 25	2027 May 19																				
131		Insulation	20 days	2026 September 25	2026 October 22																				
132		Insulation	20 days	2026 September 25	2026 October 22																				
133		Drywall	40 days	2026 October 23	2026 December 17																				
134		Install drywall	40 days	2026 October 23	2026 December 17																				
135		Interior trim	20 days	2026 December 18	2027 January 14																				
136		Interior trim	20 days	2026 December 18	2027 January 14																				
137		Finish Plumbing	30 days	2027 January 15	2027 February 25																				
138		Finish Plumbing	30 days	2027 January 15	2027 February 25																				

ID	Task Mode	Task Name	Duration	Start	Finish	Mar	2024 Qtr 2	2024 Qtr 3	2024 Qtr 4	2025 Qtr 1	2025 Qtr 2	2025 Qtr 3	2025 Qtr 4	2026 Qtr 1	2026 Qtr 2	2026 Qtr 3	2026 Qtr 4	2027 Qtr 1	2027 Qtr 2	2027 Qtr 3	2027 Qtr 4	2028 Qtr 1	2028 Qtr 2	2028 Qtr 3	2028 Qtr 4
139	🔧	Finish Electrical	30 days	2027 January 15	2027 February 25																				
140	🔧	Finish electrical	30 days	2027 January 15	2027 February 25																				
141	🔧	Finish HVAC	52 days	2027 January 15	2027 March 29																				
142	🔧	Finish HVAC	30 days	2027 January 15	2027 February 25																				
143	🔧	HERS inspection	22 days	2027 February 26	2027 March 29																				
144	🔧	Finish Fire Sprinkler	32 days	2027 February 26	2027 April 12																				
145	🔧	Finish Fire Sprinkler	20 days	2027 February 26	2027 March 25																				
146	🔧	Test fire alarms.	12 days	2027 March 26	2027 April 12																				
147	🔧	Floor finish	50 days	2027 January 15	2027 March 25																				
148	🔧	Floor finish	50 days	2027 January 15	2027 March 25																				
149	🔧	Paint	27 days	2027 April 13	2027 May 19																				
150	🔧	Paint	27 days	2027 April 13	2027 May 19																				
151	🔧	Landscaping and driveway	20 days	2027 April 22	2027 May 19																				
152	🛤️	Driveway	20 days	2027 April 22	2027 May 19																				
153	🔧	Landscaping	20 days	2027 April 22	2027 May 19																				
154	🔧	Final Acceptance	35 days	2027 May 20	2027 July 7																				
155	🔧	Complete final inspection for certificate of occupancy	10 days	2027 May 20	2027 June 2																				
156	🔧	Cleanup for occupancy	5 days	2027 June 3	2027 June 9																				
157	🔧	Perform final walk-through inspection	5 days	2027 June 10	2027 June 16																				
158	🔧	Complete punch list items	15 days	2027 June 17	2027 July 7																				
159	🔧	Phase 3	348 days	2027 May 20	2028 September 19																				
160	🔧	Foundation	50 days	2027 May 20	2027 July 28																				
161	🔧	Form concrete	40 days	2027 May 20	2027 July 14																				
162	🔧	Place concrete foundation and slab	3 days	2027 July 15	2027 July 19																				
163	🔧	Cure basement walls for 7 days	7 days	2027 July 20	2027 July 28																				
164	🔧	Framing	62 days	2027 July 29	2027 October 22																				
165	🔧	Rough frame	62 days	2027 July 29	2027 October 22																				
166	🔧	Roofing	40 days	2027 October 25	2027 December 17																				
167	🔧	Roofing	40 days	2027 October 25	2027 December 17																				
168	🔧	Dry In	25 days	2027 October 25	2027 November 26																				
169	🔧	Doors	10 days	2027 October 25	2027 November 5																				
170	🔧	Windows	15 days	2027 November 8	2027 November 26																				
171	🔧	Exterior Finishes	82 days	2027 November 8	2028 February 29																				
172	🔧	Stucco	50 days	2027 November 8	2028 January 14																				
173	🔧	Complete exterior finish	32 days	2028 January 17	2028 February 29																				
174	🔧	Utility Rough	50 days	2027 October 25	2027 December 31																				
175	🔧	Rough-in plumbing	40 days	2027 October 25	2027 December 17																				
176	🔧	Rough-in electrical	40 days	2027 October 25	2027 December 17																				
177	🔧	Rough-in HVAC	40 days	2027 October 25	2027 December 17																				
178	🔧	Rough-in Fire Sprinkler	40 days	2027 October 25	2027 December 17																				
179	🔧	Inspection	10 days	2027 December 20	2027 December 31																				
180	🔧	Interior Finishes	156 days	2028 January 3	2028 August 8																				
181	🔧	Insulation	18 days	2028 January 3	2028 January 26																				
182	🔧	Insulation	18 days	2028 January 3	2028 January 26																				
183	🔧	Drywall	28 days	2028 January 27	2028 March 6																				
184	🔧	Install drywall	28 days	2028 January 27	2028 March 6																				
185	🔧	Interior trim	20 days	2028 March 7	2028 April 3																				
186	🔧	Interior trim	20 days	2028 March 7	2028 April 3																				
187	🔧	Finish Plumbing	30 days	2028 April 4	2028 May 15																				
188	🔧	Finish Plumbing	30 days	2028 April 4	2028 May 15																				
189	🔧	Finish Electrical	30 days	2028 April 4	2028 May 15																				
190	🔧	Finish electrical	30 days	2028 April 4	2028 May 15																				
191	🔧	Finish HVAC	52 days	2028 April 4	2028 June 14																				
192	🔧	Finish HVAC	30 days	2028 April 4	2028 May 15																				
193	🔧	HERS inspection	22 days	2028 May 16	2028 June 14																				
194	🔧	Finish Fire Sprinkler	32 days	2028 May 16	2028 June 28																				
195	🔧	Finish Fire Sprinkler	20 days	2028 May 16	2028 June 12																				
196	🔧	Test fire alarms.	12 days	2028 June 13	2028 June 28																				
197	🔧	Floor finish	50 days	2028 April 4	2028 June 12																				
198	🔧	Floor finish	50 days	2028 April 4	2028 June 12																				
199	🔧	Paint	28 days	2028 June 29	2028 August 8																				
200	🔧	Paint	28 days	2028 June 29	2028 August 8																				
201	🔧	Landscaping	20 days	2028 July 12	2028 August 8																				
202	🛤️	Driveway	20 days	2028 July 12	2028 August 8																				
203	🔧	Landscaping	20 days	2028 July 12	2028 August 8																				
204	🔧	Final Acceptance	30 days	2028 August 9	2028 September 19																				
205	🔧	Complete final inspection for certificate of occupancy	10 days	2028 August 9	2028 August 22																				
206	🔧	Cleanup for occupancy	5 days	2028 August 23	2028 August 29																				
207	🔧	Perform final walk-through inspection	5 days	2028 August 30	2028 September 5																				

Project: **Sunshine Garden**
Date: 2024 May 15

Task Split

Task

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Attachment 2

Second Amendment to Set Aside Agreement to Secure Performance of Contract

The Second Amendment to Set Aside Agreement to Secure Performance of Contract is included in a different part of the 06/11/24 Watsonville City Council Meeting Agenda Packet and incorporated into this document by reference

Attachment 1

Phasing Plan

The Phasing Plan is made up of the following four (4) documents:

- Phasing Map (Attachment 3)
- Phased Utilities Plan (Attachment 4)
- Construction Site Phasing Plans (CSPPs) Phase 1A, 1B, 1C, 2, & 3 (Attachment 5)
- Site Work & Building Schedules Phase 1A, 1B, 1C, 2, & 3 (Attachment 6)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2024

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 Eversafe Insurance Agency, Inc. 10508 Lower Azusa Rd Suite 202 El Monte CA 91731	CONTACT NAME: Kelly Guan PHONE (A/C, No, Ext): (626) 821-4900 FAX (A/C, No): (626) 226-4014 E-MAIL ADDRESS: kelly.guan@eversafeins.com																					
INSURED US Longton, Inc. J.L. Management & Construction Corp. 12803 Schabaram Ave Irwindale CA 91706	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>United Financial Casualty Company</td><td>11770</td></tr><tr><td>INSURER B:</td><td>State Compensation Insurance Fund</td><td>35076</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United Financial Casualty Company	11770	INSURER B:	State Compensation Insurance Fund	35076	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		973692136	03/26/2024	09/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	9335935-24	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

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

Certificate Holder is added as Additional Insured, 10 days notice for non-payment of premium and 30 days for any other cancellation or reduction in coverage to be given city.

CERTIFICATE HOLDER**CANCELLATION**

City of Watsonville 275 Main St Ste 400 Watsonville CA 95076	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2024

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).

PRODUCER	HARRIS & ASSOCIATES INS AGENCY LLC TEDDIE NAGEL 9562 HIGHLAND PARK DRIVE ROSEVILLE, CA 95678	
INSURED	J L MANAGEMENT & CONSTRUCTION, CORP & US LONGTON INC JI LI 12803 SCHABARUM AVE IRWINDALE, CA 91706	
CONTACT NAME:		PHONE (A/C, No, Ext): 916-435-0200
E-MAIL ADDRESS: TEDDIE@TEDDIEINSURANCE.COM		FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ROCKINGHAM INSURANCE COMPANY		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		RCAG305777-03	7/9/2023	7/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CITY OF WATSONVILLE IS NAMED AS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT/AGREEMENT BETWEEN THE ADDITIONAL INSURED AND THE INSURED, PER THE ATTACHED ENDORSEMENT.

30 DAY NOC 10 DAY NOC FOR NON - PAYMENT OF PREMIUM PER ATTACHED ENDORSEMENT

CERTIFICATE HOLDER	CANCELLATION
CITY OF WATSONVILLE 275 MAIN STREET, #400 WATSONVILLE, CA 95076	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 <i>Teddie Nagel</i>

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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

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Watsonville

275 Main St. #400, Watsonville, CA 95076

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 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.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

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".

- 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**NOTICE OF CANCELLATION – DESIGNATED PERSON(S) OR
ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

City of Watsonville, 275 Main St #400, Watsonville, CA 95076

The Person(s) or Organization(s) listed or described in the **SCHEDULE** above have requested that they receive written notice of cancellation when this policy is cancelled by us. It is agreed that should this policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice (10 days for non-payment of premium) to the additional insured.

The notification of cancellation of the policy is solely for the purpose of informing the Person(s) or Organization(s) shown in the **SCHEDULE** the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy. Our failure to provide such notification will not extend any policy cancellation date nor impact or negate any cancellation of the policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.