

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND ACCO Engineered Systems, Inc**

**THIS CONTRACT**, is made and entered into this March 11, 2025, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **ACCO Engineered Systems, Inc**, hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from April 1, 2025 to September 30, 2025, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

## **SECTION 8. INDEMNIFICATION.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

## **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

**SECTION 10. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

## **SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

**SECTION 13. GOVERNING LAW.** City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

**SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**CITY**

City Clerk's Office  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

**CONSULTANT**

ACCO Engineered Systems, Inc.  
250 Harvey West Blvd  
Santa Cruz, CA 95060  
(831) 423-9522

In Process

**SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services  
Exhibit B: Schedule of Performance  
Exhibit C: Compensation

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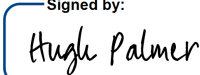
**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.

**CITY**

**CONSULTANT**

**CITY OF WATSONVILLE**

BY \_\_\_\_\_  
Tamara Vides, City Manager

Signed by:  3/11/2025 | 3:25 PM PDT  
BY \_\_\_\_\_  
Hugh Palmer, Contract Administrator

**ATTEST:**

BY \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Samantha W. Zutler, City Attorney

In Process

## EXHIBIT "A"

### SCOPE OF SERVICES

The scope of services is as follows:

#### PROPOSAL

for

#### Watsonville Municipal Airport Fuel Dispenser Containment Project

Project No: Airport 910-7855-14900

The undersigned, as bidder, declares that all the contract documents herein contained have been thoroughly examined, that this proposal is made without collusion with any other person, firm, or corporation, and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

Bidder proposes and agrees, if this proposal is accepted, that the Bidder will contract with the City of Watsonville, to furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the contract in a satisfactory and workmanlike manner in accordance with the plans and specifications and other contract provisions within the time span specified in the Special Provisions to the satisfaction of the Engineer; to pay all charges of freight transportation and hauling and all applicable taxes; to indemnify the City against any loss or damage arising from any act of the undersigned as Contractors; and that Bidder will take in full payment therefore an amount computed by the Engineer and based upon the unit prices submitted by the Bidder.

It is understood that the quantities set forth herein are approximate only and are for the purpose of comparison of bids.

Unless compensation for an item of work is subject to adjustment under the provisions of the General Provisions the amount to be paid the Contractor shall be the quantity of work of each bid item actually performed, multiplied by the bid item unit price submitted by the Bidder.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the corrected total shall be deemed to be the amount bid.

The Bidder's attention is directed to the project plans and to the "Bid Item Description" section of the Special Provisions.

Definition of abbreviations used in the proposal form:

LS	Lump Sum
TON	Ton (2000 pounds)
SY	Square Yard
SF	Square Foot
(F)	Final Pay Quantity per Caltrans Standard Specifications Section 9-1.015

Bidders shall provide lump sum and unit prices for the items listed.

## **SPECIAL PROVISIONS**

### **SECTION 1      GENERAL**

#### **1.1      Description of Work   - Fuel Dispenser Containment**

- Installation of three (3) fuel dispenser containment sumps, three (3) fuel dispenser containment enclosures, three (3) fuel lines, and three (3) leak detection sensors.

The bidding contractor is to provide all labor, material, and equipment to complete the project in the specified number of days. Contractor is responsible for all work included in the following contract documents:

#### **Contract Drawings**

##### ***Approved Construction Drawings (Permit No. 2023-6361)***

##### **General**

- G0      Title Sheet
- G1.0    Equipment Layout
- G1.1    New Equipment Layout
- G2      Partial Site Plan

##### **Structural**

- S-0      General Notes & Structural Specifications
- S-1      Foundation Plan, Foundation Walls Plan and Steel Framing Plan
- SD-1    Details

##### **Process Piping**

- PID0    Piping & Instrument Diagram Symbols & Abbreviations
- DID1    Piping & Instrument Diagram



EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2025	Feb	Mar	Qtr 2, 2025	May	Jun	Qtr 3, 2025	Jul	Aug
1	2	Preconstruction Services													
2	2	Contract Review and Approval	11 days	Tue 2/25/25	Tue 3/11/25										
3	2	Sub Contracts													
4	2	Contracts	11 days	Tue 3/11/25	Tue 3/25/25										
5	2	Submittals & Procurement													
6	2	Structural/Sheet Metal Enclosure													
7	2	Shops & Submittals	16 days	Tue 3/11/25	Tue 4/1/25										
8	2	Review & Approve	16 days	Tue 4/1/25	Tue 4/22/25										
9	2	Procurement	11 days	Wed 4/23/25	Wed 5/7/25										
10	2	Plumbing													
11	2	Shops & Submittals	16 days	Tue 3/11/25	Tue 4/1/25										
12	2	Review & Approve	16 days	Tue 4/1/25	Tue 4/22/25										
13	2	Procurement	11 days	Wed 4/23/25	Wed 5/7/25										
14	2	Concrete/Foundation/Sump													
15	2	Shops & Submittals	16 days	Tue 3/11/25	Tue 4/1/25										
16	2	Review & Approve	16 days	Tue 4/1/25	Tue 4/22/25										
17	2	Procurement	36 days	Wed 4/23/25	Wed 6/11/25										
18	2	Electronic/Leak Detection													
19	2	Shops & Submittals	16 days	Tue 3/11/25	Tue 4/1/25										
20	2	Review & Approve	16 days	Tue 4/1/25	Tue 4/22/25										
21	2	Procurement	11 days	Wed 4/23/25	Wed 5/7/25										
22	2	Construction													
23	2	Mobilization/Site Preparation													
24	2	Mobilization	1 day	Mon 5/5/25	Mon 5/5/25										
25	2	Make Temporary Work Provisions	3 days	Mon 5/5/25	Wed 5/7/25										
26	2	Scanning/X-ray	2 days	Thu 5/8/25	Fri 5/9/25										
27	2	Demo Fuel Dispenser and Roof	5 days	Mon 5/12/25	Fri 5/16/25										
28	2	Sawcut and Demo Concrete	5 days	Mon 5/19/25	Fri 5/23/25										
29	2	Concrete/Foundation/Sump													
30	2	Excavation	7 days	Wed 5/28/25	Thu 6/5/25										
31	2	Baseroack	1 day	Fri 6/13/25	Fri 6/13/25										
32	2	Rebar/Form/Pour Footing	5 days	Mon 6/16/25	Fri 6/20/25										
33	2	Rebar/Form/Pour Stemwall	5 days	Mon 6/23/25	Fri 6/27/25										
34	2	Patchback for UG Utilities	5 days	Mon 6/23/25	Fri 6/27/25										
35	2	Install Sumps	3 days	Wed 6/25/25	Fri 6/27/25										
36	2	Electronic/Leak Detection													
37	2	Install Underslab Electrical	5 days	Mon 6/9/25	Fri 6/13/25										
38	2	Install Above Grade Electrical	5 days	Mon 6/16/25	Fri 6/20/25										

Project: Watsonville Airport Fuel Dispenser

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

Page 1

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 1, 2025	Feb	Mar	Qtr 2, 2025	May	Jun	Qtr 3, 2025	Jul	Aug
39	2	Structural/Sheet Metal Enclosure													
40	2	Fabricate Frame	11 days	Mon 6/30/25	Mon 7/14/25										
41	2	Fabricate Sheet Metal Enclosures	11 days	Mon 6/30/25	Mon 7/14/25										
42	2	Install Frame	3 days	Wed 7/16/25	Fri 7/18/25										
43	2	Install Sheet Metal Enclosures	2 days	Thu 7/17/25	Fri 7/18/25										
44	2	Fuel Dispenser													
45	2	Install UG Fuel Oil Piping	3 days	Mon 6/9/25	Wed 6/11/25										
46	2	Install AG Fuel Oil Piping	3 days	Mon 7/21/25	Wed 7/23/25										
47	2	Equipment Reinstallation	5 days	Thu 7/24/25	Wed 7/30/25										
48	2	System Start-up, Commissioning & Testing													
49	2	MEP Start-up, Commissioning & Testing	5 days	Thu 7/31/25	Wed 8/6/25										
50	2	Punch List	3 days	Wed 8/6/25	Fri 8/8/25										
51	2	Construction Substantial Completion	1 day	Fri 8/8/25	Fri 8/8/25										
52	2	Delays Allowance	11 days	Fri 8/8/25	Fri 8/22/25										

Project: Watsonville Airport Fuel Dispenser

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

Page 2

## EXHIBIT "C"

### COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$287,769.

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

In Process



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
02/28/2025

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b> <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C: American Fire &amp; Casualty Co</td> <td>24066</td> </tr> <tr> <td>INSURER D: Ironshore Specialty Insurance Company</td> <td>25445</td> </tr> <tr> <td>INSURER E: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C: American Fire & Casualty Co	24066	INSURER D: Ironshore Specialty Insurance Company	25445	INSURER E: Berkley Assurance Company	39462	INSURER F:	
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INSURER E: Berkley Assurance Company	39462														
INSURER F:															
<b>INSURED</b> ACCO Engineered Systems, Inc. dba Geo H. Wilson Mechanical Contractors 250 Harvey West Blvd. Santa Cruz CA 95060 USA															

## COVERAGES

CERTIFICATE NUMBER: 570111103470

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:			TB2661067353034	10/01/2024	10/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			AS2-661-067353-024	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EUA2563708502	10/01/2024	10/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA566D067353014	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	<b>Environmental Contractors and Prof</b>			PCADB50260631024 Claims Made SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Aggregate \$1,000,000 Prof Agg SIR \$600,000 Each Claim \$1,000,000

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

[RE: Construction, ACCO Job No. TBD, ACCO Dept. No. 6051, Job No. Airport 910-7855-14900, Watsonville Municipal Airport - WVI, Fuel Dispenser Containmentment Project, 100 Aviation Way, Watsonville, CA 95076.]  
 [AI: City of Watsonville; its officers, elected or appointed officials, employees, volunteers or agents] are included as Additional Insured with respect to the General Liability Policy; and General Liability Policy evidenced herein is Primary to other insurance available as required by written contract but limited to the operations of the insured under the said contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Watsonville 275 Main Street, Suite 400 Watsonville CA 95076 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

Holder Identifier : AJMO

Certificate No : 570111103470



LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED ACCO Engineered Systems, Inc. dba	
POLICY NUMBER See Certificate Number: 570111103470			
CARRIER See Certificate Number: 570111103470	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**    If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
E	Environmental Contractors and Prof			PCADB50260631024 Claims Made SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Prof Each Claim SIR	\$200,000

POLICY NUMBER: TB2-661-067353-034

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

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 the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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:**

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.

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

In Process

Policy Number TB2-661-067353-034  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

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

**DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION  
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT  
FOR ALL PROJECTS AND LOCATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Designated Construction Project(s) or Designated Location(s):** Designated Construction Project(s) or Designated Location(s): All 'locations' and all construction projects at which you are performing ongoing operations.

**Total Aggregate Limit for all Projects and Locations:** \$ 20,000,000

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project or a single designated "location":
1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".
  4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.

5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.
  6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project or single designated "location":
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means any premises that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".
- F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



POLICY NUMBER: TB2-661-067353-034

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**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  
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.

In Process

Policy Number TB2-661-067353-034  
 Issued by Liberty Mutual Fire Insurance Co.

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

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
 MOTOR CARRIER COVERAGE PART  
 GARAGE COVERAGE PART  
 TRUCKERS COVERAGE PART  
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with broker	Per schedule on file with broker	30 days

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS2-661-067353-024  
 Issued by: Liberty Mutual Fire Insurance Co.

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

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
 MOTOR CARRIER COVERAGE PART  
 GARAGE COVERAGE PART  
 TRUCKERS COVERAGE PART  
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule	
<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address:</b>
Per schedule on file with broker	

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with broker	Per schedule on file with broker	30 days

In Process

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corp.

For attachment to Policy No. WA5-66D-067353-014      Effective Date 10/01/2024      Premium \$  
Issued to