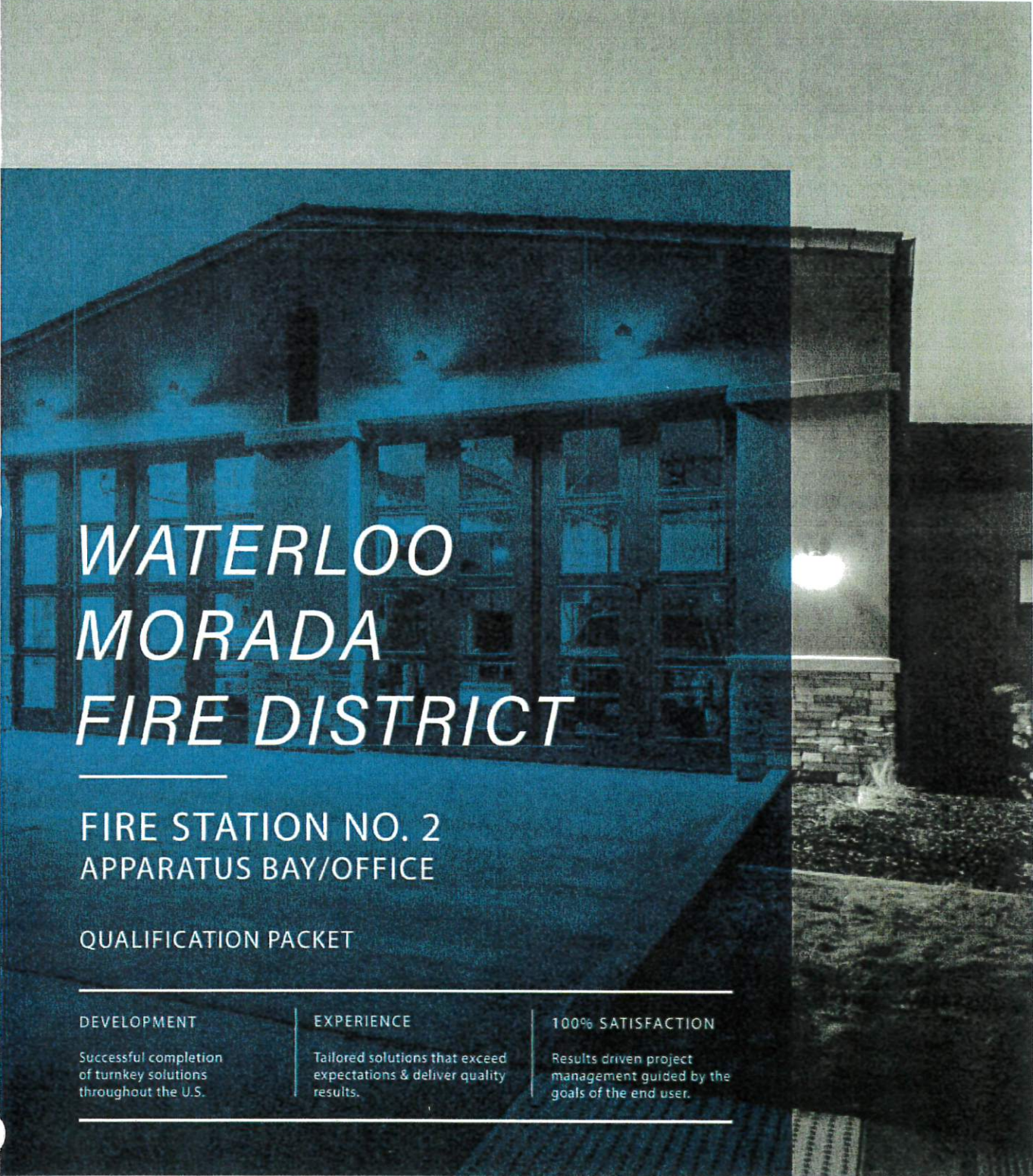


DIEDE CONSTRUCTION, INC.



WATERLOO MORADA FIRE DISTRICT

FIRE STATION NO. 2
APPARATUS BAY/OFFICE

QUALIFICATION PACKET

DEVELOPMENT

Successful completion
of turnkey solutions
throughout the U.S.

EXPERIENCE

Tailored solutions that exceed
expectations & deliver quality
results.

100% SATISFACTION

Results driven project
management guided by the
goals of the end user.

CONTENT

SECTION A

- VENDOR APPLICATION
- COVER LETTER

SECTION B

- BACKGROUND
- PROJECT SUMMARY

SECTION C

- METHODOLOGY

SECTION D

- STAFFING

SECTION E

- QUALIFICATIONS

SECTION F

- FINANCIAL CAPACITY

SECTION G

- FEE PROPOSAL

SECTION H

- DISCLOSURE

SECTION I

- SAMPLE AGREEMENT



SECTION A

- VENDOR APPLICATION
- COVER LETTER



COMMERCIAL INDUSTRIAL DESIGN BUILD

CALIFORNIA
P.O. Box 1007
Woodbridge, CA. 95258
p: (209) 369-8255
f: (209) 368-0600

HAWAII
517 Ahui Street
Honolulu, HI. 96813
p: (808) 777-6290
f: (808) 777-6295

CA License No. 632669
HI License No. 30496



August 11, 2021

Waterloo Morada
Fire District
Administration Office
6925 E Foppiano Lane
Stockton, CA 95212

Dear Esteemed Panel,

I am pleased to present our qualifications for design and construction services regarding the Waterloo Morada Fire District Fire Station #2 Apparatus Bay/Office. We have ample experience in working on projects of comparable scope and complexity such as the City of Manteca Fire Station #4 and Stockton Fire Station #13 both of which draw similarities to your project requirements. We pride ourselves in connecting a keen focus of design quality with fast-track construction to ensure high client satisfaction.

Enclosed you will find information on our experience, expertise, estimating and pre-construction services. We hope this serves as a viable representation of the strength of our reputation in response to this Request for Proposals. The proposal price presented will be valid for a period of 180 days after the submission date of August 11, 2021.

Our main office is located at 12393 N 99 Frontage Rd, Lodi, CA 95240, and our main office line is 209.369.8255. Your point of contact will be our Director of Pre-Construction, Brett Diede, who may be reached at 209.369.8255 ext. 8841 or via email at brettdiede@diedeconstruction.com.

I give you my personal assurance your project will be constructed with integrity and the best skills of our firm and hope that we are selected to collaborate with you on this project. Thank you for your consideration.

Sincerely,

Steven L. Diede
President
Diede Construction, Inc.



REQUEST FOR PROPOSAL

Fire Station #2 Apparatus Bay/Office

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Diede Construction, Inc.

Contact Person for Agreement: Steven L. Diede, President & Owner

Corporate Mailing Address: P.O. Box 1007, Woodbridge, CA 95258

District, State and Zip Code: San Joaquin, CA 95240

E-Mail Address: brettdiede@diedeconstruction.com

Phone: 209-369-8255 Fax: 209-368-0600

Contact Person for Proposals: Brett Diede

Title: Director of Pre-Construction E-Mail Address: brettdiede@diedeconstruction.com

Business Telephone: 209-369-8255 ext. 8841 Business Fax: 209-368-0600

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- | | |
|---|--|
| <input checked="" type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> UNINCORPORATED ASSOCIATION |

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Steven L. Diede</u>	<u>President</u>	<u>209-369-8255</u>
<u>Lillian Diede</u>	<u>Secretary/Treasurer</u>	<u>209-369-8255</u>
<u>Brett Diede</u>	<u>Director of Pre-Construction</u>	<u>209-369-8255 ext. 8841</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Federal Tax Identification Number: 68-0257126

District of San Joaquin County Business License Number: 50421

(If none, you must obtain a San Joaquin County License upon award of contract.)

San Joaquin County Business License Expiration Date: April 30, 2022



SECTION B

- BACKGROUND
- PROJECT SUMMARY

PROJECT SUMMARY

UNDERSTANDING THE DISTRICT

- The District purchased the property at 4946 E Eight Mile Road and is currently operating out of that location; utilizing the existing residence and a temporary carport for one engine.
- A second engine is en route to the District, requiring a proper and permanent facility to house the two engines and support the function of this location as Station #2.
- The District has secured a use permit for Station #2 from San Joaquin County and has performed some improvements in advance of the Apparatus Bay Building and associated site improvement projects; such as storm drain improvements at the culvert and a storm drain crossing to the north side of Eight Mile Road, as well as placement of a concrete driveway along the west side of the site.
- The District has engaged PG&E for an increase in services to the site and is awaiting revised commitment plans.
- The existing structure adjacent to the residence is to be demolished by the District and the car port and engine are to be relocated to the new concrete driveway.
- Station #2 will remain in operation during construction of the Apparatus Bay in this configuration; personnel utilizing the residence and the engine will ingress/egress via the concrete driveway.

PROJECT OBJECTIVES

- Develop the site and utility concepts presented in the RFP exhibits into a complete and cohesive design, incorporating site features & locations, the residence, the new Apparatus Bay while acknowledging potential future improvements and/or expansion of Station #2.
- Advance the Apparatus Bay criteria presented in the RFP exhibits into a complete end-user program; simultaneously acknowledging standard Fire Station Apparatus Bay form and function while customizing the project for the particular needs of this District and Station #2.
- Design a space that incorporates all requirements of the user program within the anticipated site/building size and budgetary constraints.
- Hone said design with reference to life cycle costs of building systems and components while looking for opportunities to provide additional capacity, function and/or amenities within a fixed budget.
- Prepare required design documents to secure all applicable permits to construct the project.
- Deliver the Apparatus Bay and site improvements expeditiously and turn-over completed facilities to the District.

WORK TO BE DONE

The scope of work of this proposal includes but is not limited to:

- Architectural and Engineering Services
- Design development
- Space / Use Programming
- Schematic Level Design Deliverable
- 50% Construction Documents Deliverable
- 90% Construction Documents Deliverable
- Permit Submissions and Approvals from Applicable Authorities Having Jurisdiction
- Adherence to Use Permit Conditions of Approval
- Summary Accessibility and Code Compliance
- Bonds
- Insurance
- Construction Administration & Management
- Site Demolition (as required for improvements)
- SWPPP & Erosion Control
- Grading & Paving
- Underground Utilities: Storm Drain / Sewer / Domestic Water / Fire Water
- Concrete Reinforcement & Concrete
- Concrete Finishes: Polished & Sealed
- Insulation
- Doors & Hardware
- Apparatus Bay Doors
- Glass & Glazing
- Gypsum Board
- FRP
- Rubber Base
- Painting
- Signage
- Plumbing
- HVAC (Vehicle Exhaust by Others)
- Electrical
- Pre-Engineered Metal Building



SECTION C

• METHODOLOGY

METHODOLOGY

WORK PLAN OVERVIEW

Our Team has structured our approach to “hit the ground running” on a clear path to meet the goal of providing a standards-compliant facility, conforming to the operational, fire and life safety, and space requirements for an operationally efficient and cost effective facility. The focus of this effort will be to get the program confirmed and planned expeditiously, within the project schedule and to get the most value for the money expended. To that end, our team has extensive Fire Station and related facilities experience.

Our Team is committed to providing a design management structure which systematically oversees the quality and progress of both the project and services provided. Our proposed structure is designed to focus the expertise, experience and resources of all members of the project team on meeting the needs, goals, and interests of District.

KEY ASPECTS OF OUR APPROACH

- A structured approach to avoiding potential “rocks in the road” by engaging the client/user in all aspects of the design and construction process and promoting “partnering” and interactive decision-making. This includes setting up an on-going project team structure with the client, user group representatives, and ourselves. We will use a highly interactive client-consultant process to maintain quality communication and direction.
- A focused design phase that will involve mobilization and intensive work to get the entire project team oriented and on the right track. The focus will be on understanding existing conditions, project intent and requirements, project program, and scope.
- Develop a clear design that meets the intent and needs of the District.

ENGAGEMENT SYNOPSIS

Through our experience in designing public facilities, we have found the best way to extract information of end-user wants and needs is to start one-on-one. This starts with

meeting with a core Leadership Project Team and empowering them to offer their ideas and to fully represent their peers. This allows the people to “warm up” to the design process and helps create a trust level so that they feel comfortable sharing their opinion. This process of interaction takes place over several meetings and input sessions.

PROJECT QUICK START

One of the keys to hitting the ground running, is for our team to mobilize and get up to speed as quickly as possible. Previously in similar projects, our approach has utilized intensive client/user group/project team interaction in the first few weeks of a project that we have called Project Quick Start. This gets all of our key personnel into the review, discussion, and understanding of the project intent and design/construction criteria to be met before we start trying to develop documents and/or start construction. We see the essential elements in this “phase” as:

- Standards/Codes/Regulatory Requirements – What are the applicable standards, agencies, jurisdictions and their requirements? How will permitting effect the decision making process?
- Engineering Systems Analysis – What are the basic system elements to be employed for the project and at what cost?
- Confirming previous decisions and those deferred until now.

By focusing intently in the first few weeks on understanding the underpinnings of the project, we can begin to contribute to effective means to carry this forward as expeditiously and effectively as possible. This will be especially critical in validating the program, budget, and construction schedule for the proposed project.

EVALUATION OF EXISTING FACILITIES/ NEEDS ASSESSMENT/ DESIGN & PROGRAMMING CONFIRMATION

The first task is to pick up where the Criteria Team left off and confirm previous decisions relative to any budgetary or programmatic pressure. The study team will meet with select District staff at a project kick-off work-

shop. These stakeholders will participate in this team building session to clarify scope, appoint decision makers, identify goals and objectives, review deliverables and define the project schedule. Our first step will be to confirm any previous program, goals, or assumptions that the District may have developed previously.

We will review any previous items that had a significant capital cost and look to see if there is a better solution or another way to achieve the same result. This, in conjunction with a Project Committee established by the District, will serve as an effective means to represent the range of interested parties and integrate them into the core decision-making group for this project. The LDA Team will meet with the Project Committee every other week for the duration of the project to present progress, solicit ideas and direction, and build consensus each step of the way.

The key to a successful project is to address the Programming & Budgeting confirmation early and keep people “in-the-loop” on how the project is developing. The first task is to respond to, and help confirm the program. We achieve this process by completing the following:

EXECUTIVE INTERVIEWS & WORKSHOPS, USER INTERACTION

Interviews and meetings will be held with the District to help define and clarify expectations of new and renovated space. This will also help determine functional and programmatic desires, management priorities, locational criteria, operational and priority issues.

SERVICES & SERVICE INDICATORS WILL BE IDENTIFIED

A review of current and anticipated services provided by the District including any slated to potentially be contracted by outside vendors or suppliers will be performed. A review of how these relationships might be expected to change in the future will also be scrutinized for adherence to the project program.

NEEDS DEVELOPED THROUGH COLLABORATION

Present space standard options for offices, workstations, conference rooms, etc., work with District staff to develop the appropriate space hierarchies. Sketch depictions of particular spaces will be reviewed with staff to create efficient and functional departments.

PRESENT & FUTURE FACILITY NEEDS

ASSESSMENT

Assess the present and future space requirements of the renovated facilities, as well as proposed new, and its equipment. Meeting this objective requires an understanding of the operations performed by the District, and the space implications of those operations. Reviewing existing information on how District operations currently functions, or how it is desired to change, will allow us to provide a solution that meets the functionality needs of the future space and ensure District staff and customers have a comfortable environment for work and business.

ANALYSIS & PROGRAMMING

We will then analyze functional needs, based on activities to occur in each area, the types of equipment or standards to be used and the work flow requirements, in order to determine the proximity needs, special HVAC considerations, special power needs, and other requirements such as special security considerations.

FUNCTIONAL & OPERATIONAL CONSIDERATIONS

LDA's team will use past experience and user input to anticipate work flow and discuss potential space conflicts with the District. The future operations, established earlier, would be analyzed as to implications for space needs and a listing of general area needs, public contact needs, security needs, and other base line requirements would be formulated. Each operational strategy will be tested against critical, functional and operational requirements such as functionality and accessibility.

COST CONTAINMENT HISTORY

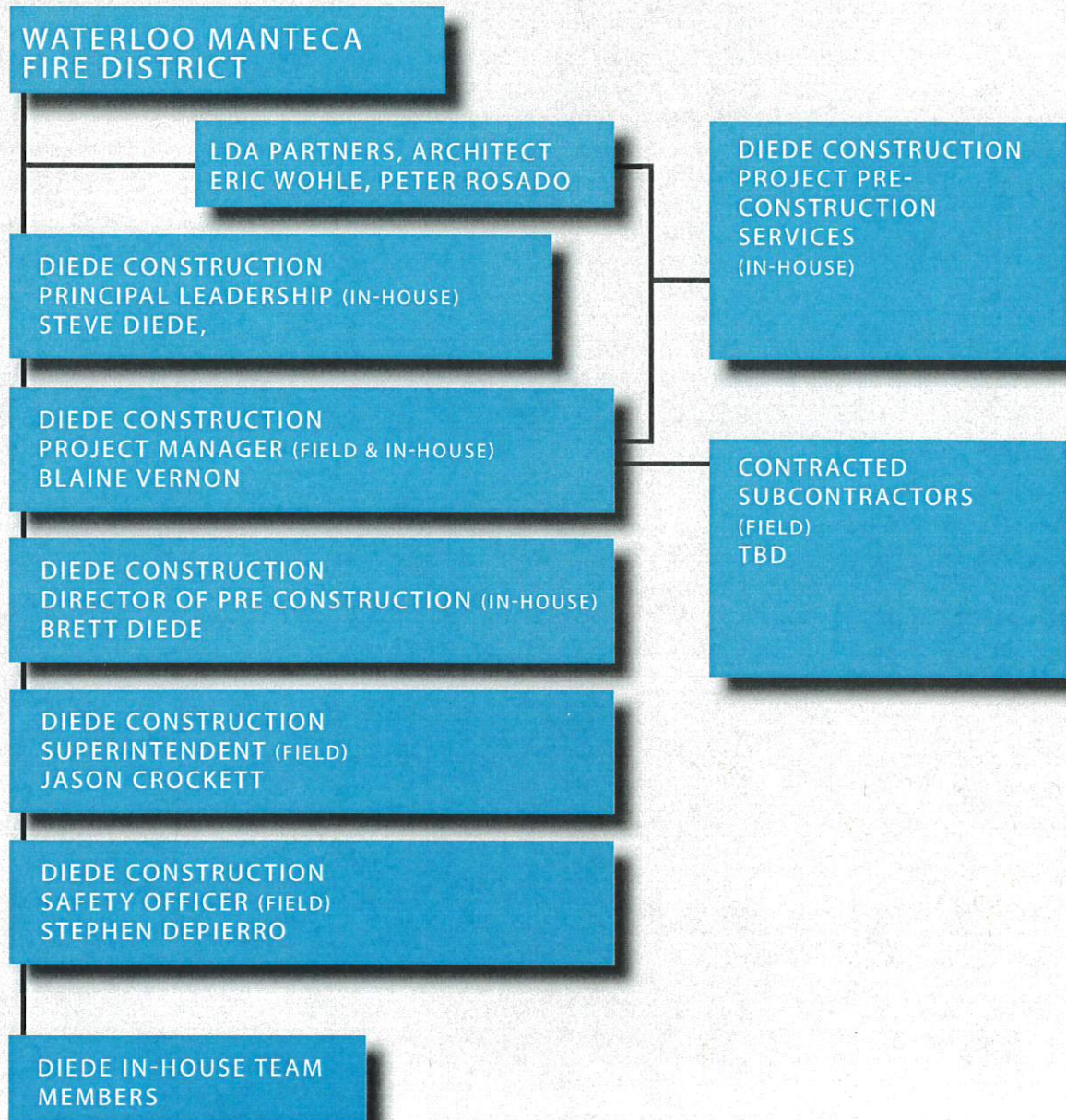
Our team realizes that costs are most easily controlled in the early stages of project development by carefully reviewing area requirements and basic design decisions. Target costs relative to materials and methods of construction are continuously updated throughout the design process. As the project develops, and components are defined, specific costs for individual materials and systems are refined. This allows for addressing any potential concerns in “real time”, so that issues may be easily addressed without adverse harm to the budget or schedule. By carefully balancing long-term costs with the first cost of construction, informed decisions can be made relative to project budgeting.



SECTION D

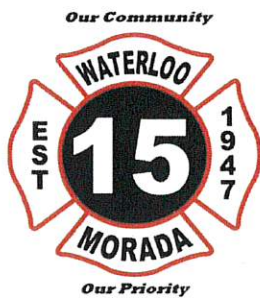
• STAFFING

ORGANIZATIONAL CHART



THE RIGHT TEAM:

1. A Cohesive Team Fully Committed to the Needs & Goals of the End User & Community
 - Team synergy that permits quick execution
 - Experience that mitigates risk
2. Open Communications
 - Transparent decision making via open discussion collaboration reduces costs & surprises
3. Unrivaled Turn-Key Experience
 - Accessible & Knowledgeable team
 - Tailored Solutions



WATERLOO MORADA
FIRE DISTRICT
ADMINISTRATION OFFICE
6925 E. FOPPIANO LANE
STOCKTON, CA 95212
(209) 931-3107



DIEDE CONSTRUCTION, INC.
12393 N. HIGHWAY 99, W. FRONTAGE RD.,
LODI, CA. 95240
(209) 369-8255
BRETT DIEDE, DIRECTOR OF PRE CONSTRUCTION
CA LIC.#: 632667
DIR #: 1000002716

LDA Partners
DESIGNERS & ARCHITECTS

LDA PARTNERS, INC.
222 CENTRAL CT
STOCKTON, CA. 95204
(209) 943-0405
ERIC WOHLER, PRINCIPAL ARCHITECT

RESUME



OVER 40 YEARS
OF CONSTRUCTION

FOUNDED DDC
IN 1978

INCORPORATED DDC
IN 1991

BOARD MEMBER OF
LMH SINCE 2002

BOARD MEMBER OF
GOT KIDS SINCE 2012

STEVEN L. DIEDE

President | Founder

Steven L. Diede, President of Diede Construction, Inc. founded the company as Diede Construction Co. (DDC), a sole proprietorship in 1978. On December 4, 1991, Steve, along with his Wife Lillian and his two brothers, Wayne and Bruce Diede, incorporated to form Diede Construction, Inc. Since that time, Steve has successfully lead the company's growth, expanding not just the size of the projects, but the types of projects as well. Understanding early on the importance of core company values, Steve put together specific teams that reflect those same values. For over the last four decades, Steve and his teams have focused on a firm commitment to excellence, integrity and most importantly, client satisfaction. It is this commitment that forged relationships with existing customers that has resulted in the majority of DDC's business being with repeat customers. This is one of the primary factors of DDC's success. Steve's decision to select a diverse project portfolio has found DDC successfully building such projects as new and renovated schools, restaurants, offices, park and restroom facilities. He then moved to downtown street renovations, entertainment facilities, new shopping centers, mini-market/fast food, train station improvements, fish hatchery improvements, pre-manufactured metal buildings and above-ground and underground tank construction. Steve is constantly searching for new and challenging opportunities to demonstrate DDC's innovative spirit and proven capabilities. Steve is an avid community supporter who has contributed time and donations to numerous local groups and charities. Steve joined the Lodi Memorial Hospital (LMH) Foundation in 2002 after witnessing firsthand the crucial role LMH plays within the local community that he loves. "We are a tight-knit family that understands that we must give back to our community in order to allow it to thrive. LMH generates a lot of jobs for local residents and has multiple community programs that help aid people that otherwise may not have medical accessibility." With the help of his fellow board members, the group has successfully established the LMH Foundation as a reliable and integral part of the Lodi community.

Steve also sits on the board of the GOT Kids foundation, a non-profit foundation created to support students in the Lodi Unified School District. The mission of the foundation is to fund academic and extra-curricular programs for schools and classrooms that would otherwise not be possible. Since its launch in 2012, the GOT Kids foundation has raised in excess of \$50,000 for programs such as anti-bullying assemblies, science camps and athletic programs throughout the District. Steve & Lillian Diede enjoy spending time with their four children and five grandchildren. Steve is also a former World Hydro Drag Boat champion and four-time World Record holder. He is also the founder of Diede Racing, a professional kart racing team that participates in events throughout the nation.



RESUME



BLAINE VERNON

Project Manager

Blaine Vernon began his career with Diede Construction, Inc. in 2004 after his graduation from University of Hawaii at Hilo, with a degree in economics. Blaine started in the field as an apprentice, gained experience in all aspects of construction methods and project delivery from site work to finishes.

As Project Manager, Blaine directs transition of project from estimates through pre-construction/procurement stage into construction; develops project budgets and schedules. He serves as management agent in transactions with owners, design professionals, superintendents and contractors to resolve issues arising from design, construction activities and unforeseen events across multiple projects.

Blaine is a valued team member who keeps others on task, effectively identifying and resolving problems using creativity and available resources. As the main coordinator of all parties concerned, Blaine's ability to interact positively with a wide range of people and organizations has proven an essential aspect to Diede Construction's continued success.

REFERENCES

City of Napa
Michael Berger
(707) 257-9408

APSI Construction Management
Ron Mann
(916) 213-7969

LDA Partners, LLP.
Eric Wohle
(209) 943-0405

Los Rios Community College Dist
Dan McKechnie
(916) 856-3432

PROJECTS

(*) Design-Build Projects

University of California, Davis

- Physics CME Lab Renovation
- Core 2 - Phase 1, Greenhouses Cacao Germplasm Greenhouses
- Regan Hall Renewal

Lodi Unified School District

- New Maintenance & Operations Building*
- Davis Elementary Modernization
- Heritage Elementary Modernization
- Mosher Elementary - New School Construction
- Wagner Holt Classroom Building Addition
- Serna Charter Modernization

Shasta Community Health

- Shasta Community Health Center

Los Rios Community College District

- Cosumnes River College Elk Grove Center
- Sac City College Utility Improvements
- American River College Athletic Fields Improvements
- Cosumnes River College HVAC Infrastructure



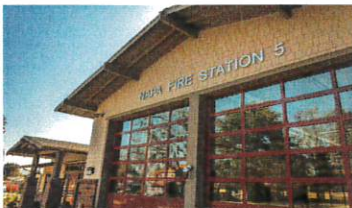
RESUME

EDUCATION

Hawaii at Hilo
Bachelors Degree,
Economics

TRAINING

- Fall Protection
- Project Scheduling
& Management



BLAINE VERNON [CONTINUED]

Project Manager

PROJECTS

(*) Design-Build Projects

Mark Twain St. Joseph Hospital

- Mark Twain Medical Office Building
- MRI Suite Cardiology Suite & Mammography Suite

Adventist Health Lodi Memorial

- Imaging Center Improvements

City of Manteca

- Manteca Animal Shelter*
- Manteca Vehicle Maintenance Facility*

City of Lodi

- Lodi Public Library Teen Scene

City of Stockton

- 400 E. Main Street, 4th Floor T.I. & Data Center*
- Fire Station No. 13

City of Fairfield

- Dunnel Nature Park

City of Santa Rosa

- Bayer Neighborhood Park

Folsom Cordova Unified School District

- Carl Sundahl Increment #2 - Site

City of Napa

- Napa Fire Station No. 5

Wal-Mart

- San Jose, CA.
- Sacramento, CA.
- Woodland, CA.

Sacramento Metropolitan Fire District

- California Fire & Rescue Training Authority US&R Props

RESUME



BLAINE VERNON [CONTINUED]

Project Manager

PROJECTS

(*) Design-Build Projects

Solano County

- Transit Operations & Maintenance Facility Improvements

Port of Stockton

- Union Pacific Rail Welding Facility

Sacramento City College

- South Campus Utility Improvements

Cosumnes Community Services District

- Community Admin Building Remodel

Castro Village, Inc.

- Castro Village Shell Modification
- Castro Village Building Q

Aspire Public Schools

- Langston Hughes Academy



RESUME



BRETT DIEDE

Estimating Director / Pre-Construction Manager

Brett Diede, as the name might imply, has been exposed to the construction industry his entire life. He began working at Diede Construction during summers when he was in high school and during college, working every aspect from file clerk, laborer, assistant project manager to his current held position as estimating director, and pre-construction manager.

Brett holds a Bachelor of Science degree in Construction Management from California State University in Chico, California. After his college graduation, Brett worked for CW Driver Construction in Irvine, California, learning the construction industry from a different point of view. Brett brings several years of diverse construction experience to the team. He is highly motivated, hard working team player with 12 years of construction experience which has included an array of projects; Hospitality, Commercial/Retail, Healthcare, Education, Industrial, Correctional, and Residential. Brett is proficient in estimating, scheduling, pre-construction and value engineering, and is LEED Certified.

Brett Diede is also co-owner and developer of RD Capital Ventures, specializing in Gas Stations, Convenience Stores, Hotel and Storage Development and Operations. Brett is well versed in all aspects of running a successful business and instills the legacy of the Diede name into every project he participates in.

REFERENCES

LDA Partners, LLP
Eric Wohle
(209) 943-0405

Lodi Unified School District
Steve Miller
(209) 331-7228

WMB Architects, Inc.
Doug Davis
(209) 944-9110

Woodland Lodging, LLC
Rohit Ranchhod
(916) 761-5602

PROJECTS

(*) Design-Build Projects

Woodland Lodging, LLC

- Marriott Fairfield Inn & Suites, Woodland, CA.*

Livingston Hospitality, LLC

- Motel 6, Livingston, CA. *

Lodi Hospitality, LLC

- Lodi Fairfield Inn & Suites, Lodi, CA.*

Chevron Corporation

- Chevron & Extra Mile Convenient Store, Galt, CA.*

Mr. Pickles, Inc.

- Mr Pickles Sandwich Shop, Galt, CA.*

Lodi Cherokee Memorial

- Cherokee Memorial Park Chapel



RESUME

EDUCATION

California State University of
Chico, California
Bachelors of Science
Construction Management

TRAINING

- OSHA Certified
- LEED Accredited



BRETT DIEDE [CONTINUED]

Estimating Director / Pre-Construction Manager

PROJECTS

(*) Design-Build Projects

Lawrence Livermore National Laboratory

- Armory Building 275*
- Advanced Manufacturing Laboratory*
- Fitness Center*

CA. Department of Corrections & Rehabilitation

- Tracy Deuel Vocational Insititute Health Care Facility Improvements

City of Livermore

- Livermore Airport Administration Building

City of Lodi

- Lodi Fire Station No. 2
- Lodi City Annex Remodel
- Lodi Public Library

City of Lathrop

- Lathrop Generations Center

City of Manteca

- Manteca Animal Shelter*
- Manteca Vehicle Maintenance Center*
- Moffatt Community Center*
- Manteca Fire Station No. 4*
- Manteca Transit Center*

City of Modesto

- Modesto Corp Yard*

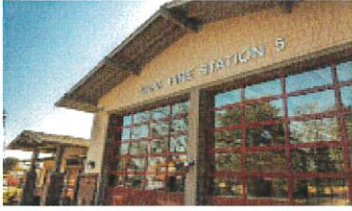
City of Napa

- Napa Fire Station No. 5

City of Santa Rosa

- Bayer Neighborhood Park

RESUME



BRETT DIEDE [CONTINUED]

Estimating Director / Pre-Construction Manager

PROJECTS

(* Design-Build Projects)

City of Stockton

- Port of Stockton Emergency Response Center

City of Tracy

- Tracy Fire Station No. 92
- Tracy Fire Station No. 96
- Joe Wilson Pool Reconstruction

The Walt Disney Company

- Disney Toy Story Midway Mania
- Disney Grand Californian Hotel

School District

- Atwater Elementary School District
- Ceres Unified School District
- Dublin Unified School District
- Elk Grove Unified School District
- Irvine Unified School District
- Livermore Valley Joint Unified School District
- Lodi Unified School District
- Los Rios Community College District
- Manteca Unified School District
- Merced Unified School District
- Oakdale Joint Unified School District
- Oakdale Union Elementary School District
- Sacramento City College District
- San Joaquin Office of Education
- Stanislaus Office of Education
- Stockton Unified School District
- Tracy Unified School District
- Turlock Unified School District
- University of California, Davis

RESUME



JASON CROCKETT

Site Superintendent

Jason Crockett joined the Diede family in 2019 as Site Superintendent and brings us a wealth of knowledge and a unique perspective of the construction field. Jason has been in the industry for 24 years and began familiarizing himself with job sites as a teen while he was still attending high school. Of his time working construction, 18 of those years were spent as a Site Superintendent. His expertise of the construction industry specializing in site management allows him to effectively coordinate and supervise all on-site activities alongside the management team. During his time at Diede, he has demonstrated his ability to manage and coordinate with all trades and team members to ensure projects are completed per the plans and specifications.

REFERENCES

Nautilus Data Technologies

Gabe Andrews
(508) 397-6133

Merced Irrigation District

Chris Cuttone
(209) 354-2816

Port of Stockton

Ricardo Navarro
(209) 946-0246 ext. 8244

Empire Union School District

Joel Sanders
(209) 652-5780

PROJECTS

Lathrop Manteca Fire District

- Fire Station No. 31 Rehabilitation

Nautilus Data Technologies

- Nautilus Network Command Center*

Merced Irrigation District

- MID Control/Operations Facility (Phase 2)

Port of Stockton

- POS Charging Station*

Empire Union School District

- Empire Union School District Maintenance Building

(* Design-Build Projects)

CERTIFICATIONS/TRAININGS

- OSHA 30 Certified
- First Aid Certified
- CPR Certified
- Aerial, Boom, Scissor, and Forklift Certified



RESUME



STEPHEN DEPIERRO, CHST

Corporate Safety Manager

Stephen Depierro joined the Diede family in May of 2021 as our Corporate Safety Manager after spending 13 years in the Construction Industry specializing in safety management. Stephen began his professional career with the United States Air Force in 2002 as an Aircraft Weapons Specialist where safety was of utmost importance.

Stephen learned early on in his career what is required to manage working conditions for complete job site safety. His plethora of knowledge within the field of construction safety and management allows him to efficiently direct construction safety requirements. His responsibilities include conducting safety meetings, trainings, and inspections to ensure compliance. He frequently evaluates team performance and implements corrective action when necessary to lead a successful safety program. In recent years, Stephen was awarded the CalOSHA Golden Gate Award for projects completed with other contractors demonstrating his commitment, knowledge, and ability to successfully lead safety management systems.

REFERENCES

Los Angeles Airport

Alfredo Valdez

909-728-3270

Ikea Commercial

Andrew Kirby

805-538-3563

Sustainable Power Group, LLC.

Terry Barnhill

(661) 371-6019

PROJECTS

(* Design-Build Projects)

Los Angeles International Airport

- Los Angeles International Airport Rail Extension
- Los Angeles International Airport Runway Addition

Ikea Commercial

- Solar Installation, 35 sites*

Marriott International

- Marriot Hotel | San Jose, CA*

Apple Inc.

- Apple Headquarters | San Jose, CA
- Apple R&D | San Jose, CA

CERTIFICATIONS / TRAINING

- CHST- BCSP certified Construction Health and Safety Professional
- OSHA 500, 510, 511
- CSST - NCCER certified Construction Site Safety Technician
- Medic First Aid/CPR Instructor



Team Resumes



Eric Wohle, AIA, LEED® AP

Partner, Architect
LDA Partners, Inc.

With more than 24 years of experience in the field of architecture, Partner Eric Wohle offers clients the benefits of his solid background in programming & building design, and construction management. Mr. Wohle also has extensive experience in design and construction document production for a wide range of project types. Mr. Wohle is the principal responsible for public project oversight, and construction administration. Mr. Wohle also has a keen sense of building materials and the design construction process as a whole having taught Materials and Methods of Construction and Blueprint Reading.

EDUCATION

University of Washington,
Bachelor of Arts: Design &
Planning

University of New Mexico,
Master of Architecture

LENGTH WITH FIRM

24 Years

REGISTRATIONS

#C-28388

MEMBERSHIPS

American Institute of Architects
US Green Building Council

RELEVANT PROJECTS:

Fire Station #4, Manteca, CA

Fire Station #13, Stockton, CA

Fire Station #4 Addition, Stockton, CA

Fire Station #12, Eastside Rural Fire District, CA

Fire Station #31, Lathrop Manteca Fire District

Stanislaus County Public Safety Center Expansion, Modesto, CA

Manteca Transit Center, CA

IT relocation 400 E. Main St., City of Stockton

Chowchilla Fire Station Addition, Chowchilla, CA

City of Modesto - Water Corporation Yard & Administration Building, Modesto

Stanislaus County Public Works Administration & Vehicle Maintenance Complex, Modesto

Nevada County Operations Center

City of Watsonville Public Works Masterplan

City and County of San Francisco Fleet Maintenance and Operations Management Facility, San Francisco

Lodi Transit Vehicle Maintenance Facility, Lodi

Manteca Vehicle Maintenance Facility, Manteca

Manteca Transit Center, Manteca

Monterrey-Salinas Transit - South County Operations & Maintenance Facility

City of Ripon, Public Works Fleet Maintenance Facility & Masterplan

Team Resumes



Peter Rosado, AIA, LEED® GREEN ASSOC.

Partner, Architect
LDA Partners, Inc.

Joining the firm 22 years ago, Mr. Rosado has developed an extensive understanding of the built environment. As project architect he works closely with the client and design team to determine project requirements and solutions suitable to the project budget and end-user. He assists the principal architect in building design and is responsible for managing and coordinating development of construction documents and construction administration.

Mr. Rosado has gained valuable experience by working on many different building types including maintenance facilities, educational, recreational and corporate offices. Additionally, Mr. Rosado brings a thorough understanding of water intrusion prevention as well as building component detailing into every project.

EDUCATION

California Polytechnic State University, San Luis Obispo
Bachelor of Architecture
Paris Val de Seine - Ecole d'Architecture, Paris, France

REGISTRATIONS

#C-32705

MEMBERSHIPS

American Institute of Architects
US Green Building Council
Member, Architectural Review Committee, City of Stockton

RELEVANT PROJECTS

City of Modesto - Water Corporation Yard & Administration Building, Modesto
Stanislaus County Public Works Administration & Vehicle Maintenance Complex, Modesto
Nevada County Operations Center
City and County of San Francisco Fleet Maintenance and Operations Management Facility, San Francisco
Monterrey-Salinas Transit - South County Operations & Maintenance Facility
City of Ripon, Public Works Fleet Maintenance Facility
Cal Trans Regional Administrative Office, Stockton
City of Watsonville Public Works Masterplan



SECTION E

• QUALIFICATIONS

EXPERIENCE TOGETHER

Diede Construction, Inc. and LDA Partners, LP has 15+ years of experience together. The experience includes the Design-Build Delivery Method, including ten (10) successful completed Design-Build Projects, and the Traditional Design-Bid-Build Delivery Method. Both companies together make the perfect team by Building Facilities and Relationships with project dedication from top down, and an accessible team committed to project success.

A cohesive team fully committed to the needs and goals of the end user and goals of the ender user and community. Practicing committed communications, effective issue resolution, and a partnering experience second to none. Our performance is sustainable by our previous clients and their positive feedback. Our process together is flexible and interactive, allowing Stakeholder's to provide input into resolving the many issues affecting the construction of complicated projects.

Together we have successfully completed the following projects, each within their respective budget parameters:

- Manteca Fire Station No. 4 (Design-Build)
- Manteca Animal Service Facility (Design-Build)
- Stanislaus County Thomas Mayfield Animal Facility (Design-Build)
- Stanislaus County - Empire Water Safety Training Center (Design-Build)
- Manteca Transit Center (Design-Build)
- Lodi Vehicle Maintenance Facility (Design-Build)
- Manteca Vehicle Maintenance Services (Design-Build)
- City of Stockton Information Technology Center (Design-Build)
- Stanislaus Fleet Services Facility (Design-Build)
- City of Stockton - Morelli Boat Launch Facility (Design-Build)
- City of Modesto - Water Corporation Yard (Design-Build) - In Progress
- Stanislaus County Vehicle Maintenance & Public Works Administration Building
- City of Stockton McKinley Pool Renovation
- City of Stockton Van Buskirk Community Center
- Bowman Accountancy offices
- Stockton Fire Station No. 13
- Lathrop Generations Center
- Lathrop High School CTE Wing

We have profiled a few of our projects together for your review.

FIRE STATION EXPERIENCE

Diede Construction, Inc. has completed the following Fire Station projects, amongst some others:

- Lodi Fire Station No. 2
- Napa Fire Station No. 5
- Manteca Fire Station No. 4
- Stockton Fire Station No. 13
- Tracy Fire Station No. 92
- Tracy Fire Station No. 96
- Fremont Fire Tactical Training Center
- Stockton Fire Station 10 & 11
- Stockton Fire Station 1 & 4

EXPERIENCE TOGETHER

Representative Work History	Diede Const.	LDA Partners	Design Build
Stanislaus County Public Works Vehicle Maintenance & Administration Complex Modesto, CA Matt Machado, Director of Public Works, 209.525.4130	✓	✓	
Manteca Vehicle Maintenance Facility Manteca, CA Harold Holland, Project Manager II, 209. 471..9927	✓	✓	✓
Lodi Transit Vehicle Maintenance Facility Lodi, CA Gary Wyman, Project Manager, 209.333.6700	✓	✓	✓
Manteca Fire Station No. 4 Manteca, CA Lant Rey, 209. 609.4334	✓	✓	✓
Manteca Animal Shelter Manteca, CA Harold Holland, Project Manager II, 209. 471..9927	✓	✓	✓
Stockton Fire Station No. 13 Stockton, CA Mr. Gry Ingraham, 209.403.1007	✓	✓	
Stanislaus County Animal Shelter Ceres, CA Patricia Hill-Thomas, COO/ Project Manager 209.609.4334	✓	✓	✓
Monterey-Salinas Transit M&O King City, CA Sandra Amorim, 831.264.5884	✓	✓	✓
Lathrop Generations Center Lathrop, CA Mr. Ken Reed, Project Manager, 209.941.7363	✓	✓	
Manteca Transit Center Manteca, CA Johanna Ferriera, Transit Director, 209.456.8761	✓	✓	✓
Lathrop Manteca Fire District - Fire Station No. 31 Rehabilitation Lathrop, CA Larry Madoski, 209.851.5403	✓	✓	

RELEVANT EXPERIENCE

Fire Station No. 13

Stockton, CA

SIZE

8,000 sq. ft.

COST

\$2.6 million

REFERENCE

Gary Ingraham

Project Manager

gcingraham@comcast.net

209.937.5091

TEAM

Diede Construction

LDA Partners

RELEVANCE

Prior Team Experience

Design Build

STATUS

Completed: 2007

In fall of 2007 through a competitive bid opening, Diede Construction, Inc. was awarded the City of Stockton Fire Station #13 construction contract. Prior to construction, Fire Department Company No. 13 had been operating out of an old facility that could only accommodate the fire engines, while the personnel were housed in a residence the city leased. Fire Station #13 is now a community anchor for the residents of northeast Stockton and provides much improved accommodations for company No. 13. Two engines and a HAZMAT response vehicle are housed in a pre engineered steel structure while the office and living quarters with gender separate facilities is wood frame construction adjoined by a standing seam metal roof. This structure is an "essential services facility", engineered to withstand major events, it displays several architectural amenities including stained concrete floors, metal siding over a CMU wainscot, ornamental iron outriggers. Differing metal panel profiles and colors add visual interest.



RELEVANT EXPERIENCE

Fire Station No. 4

Manteca, CA

SIZE

8,200 sq. ft.

COST

\$2.2 million

REFERENCE

Harold Holland

Project Manager (retired)

209.471.9927

TEAM

Diede Construction

LDA Partners

RELEVANCE

Prior Team Experience

Design Build

STATUS

Completed:2014

This project was a Design-Build GMP project for the City of Manteca. Die-de Construction, Inc. worked closely with our design team, subcontractors, the City and the Fire Department to provide an aesthetically pleasing, functional, low maintenance facility that will serve well for years to come and assist the Fire Department in their goal of reduced emergency response times. The project consisted of grading, underground utilities, concrete foundation & slab. As well as wood framing, structural steel, exterior plaster, and faux wainscot, tile roofing, CMU security wall with ornamental iron gates, low maintenance landscaping, and a communication tower. Finished with polished concrete floors, natural lighting via reflective skylights, both overhead and carriage doors for the apparatus bay, tile restrooms, energy efficient HVAC and lighting, commercial appliances for the kitchen with stainless steel counters and a vehicle exhaust elimination system for the apparatus bay.



RELEVANT EXPERIENCE

Stanislaus County Public Works Complex

Ceres, CA

SIZE

30,000 SF VMB

19,000 SF Admin.

COST

\$15.0m - Architect est.

REFERENCE

Matt Machado

Director of Public Works

209.525.4130

TEAM

Diede Construction

LDA Partners

RELEVANCE

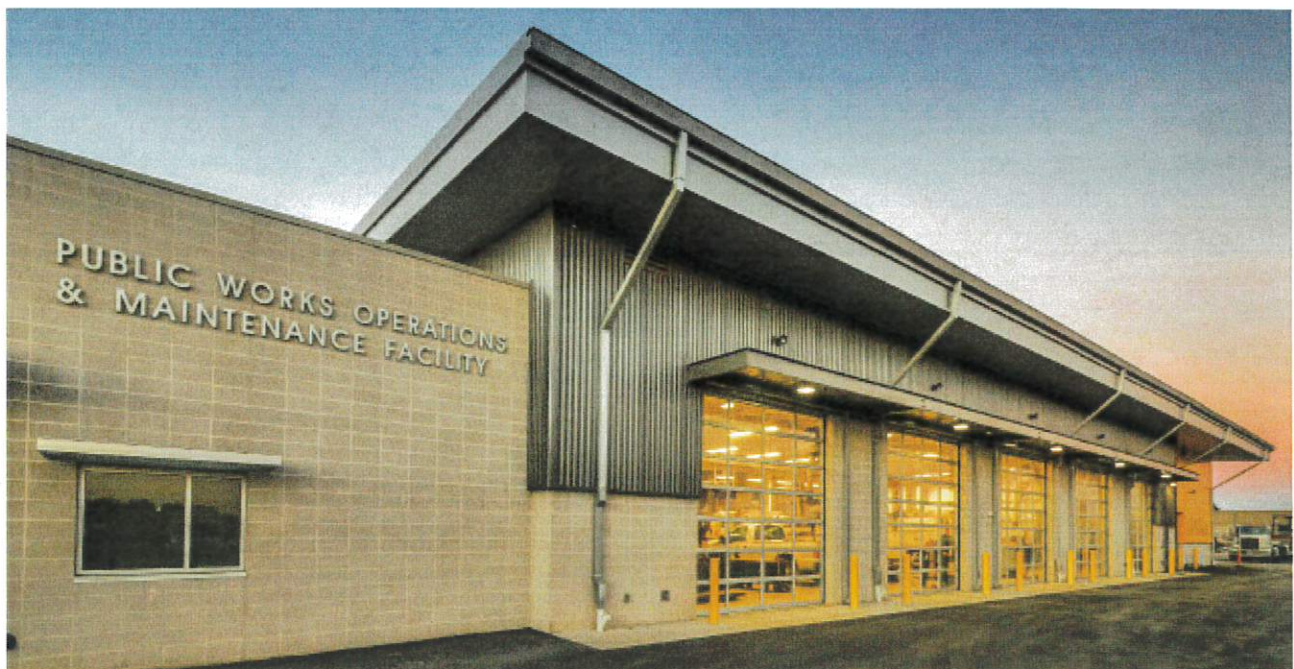
Prior Team Experience

STATUS

Completed: 2018

The County's new Vehicle Maintenance building consolidates the sign, roads, bridges, and vehicle maintenance divisions under one roof for the first time in decades. The new building and division adjacencies were designed to increase efficiencies and maintain the comradery shared amongst staff and crew members.

The new Public Works Administration building was designed to replace their existing 1950's facility that disjointed department functions and cohesiveness. The new building reorganized six department division adjacencies to allow for much more efficient and productive workflows. Amenities such as the smart conference rooms, file/print corral, break rooms and map vault are now located under a single roof.



RELEVANT EXPERIENCE

Lodi Transit Vehicle Maintenance Facility

Lodi, CA

SIZE

17,500 sq. ft.

COST

\$3.5 million

REFERENCE

Gary Wyman

Project Manager

209.333.6700

TEAM

Diede Construction

LDA Partners

RELEVANCE

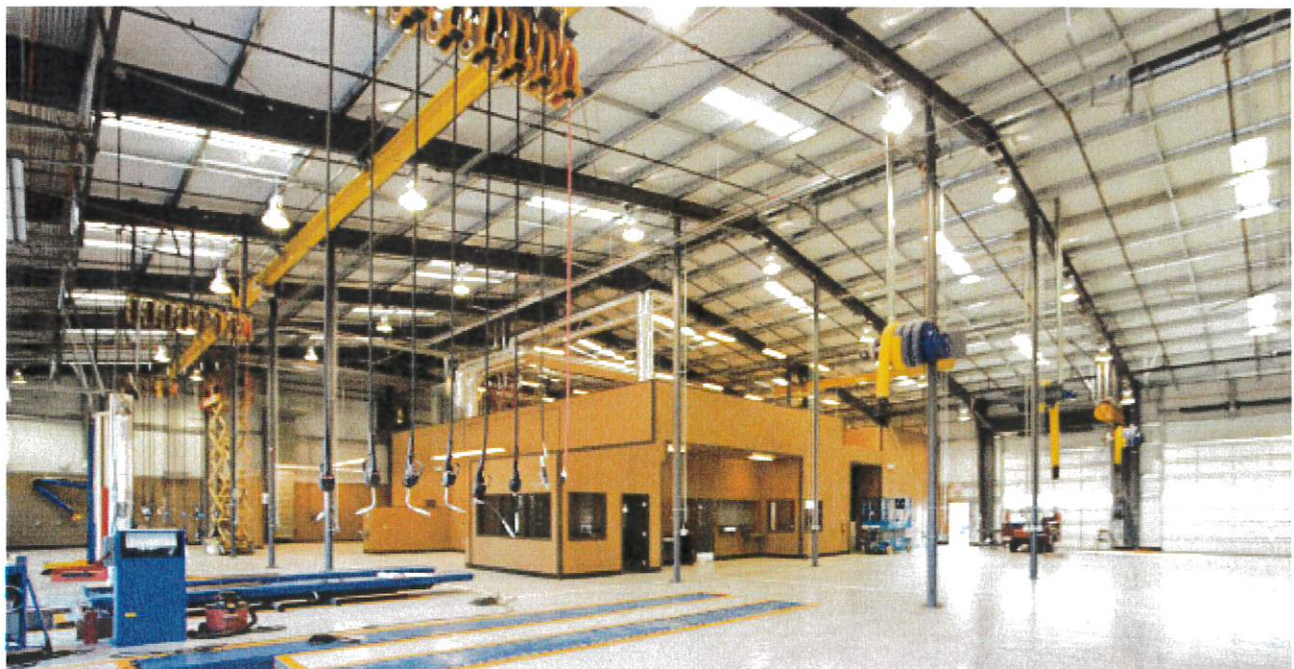
Prior Team Experience

Design Build

STATUS

Completed: 2010

The Lodi Transit Vehicle Maintenance Facility houses both office and shop space for the City of Lodi within 17,500 square feet. A CMU wainscot helps protect the lower structure against damage. The office portion is wood framed within the limits of the metal building envelope. There are separate areas for welding, hazardous materials storage, as well as the typical shop spaces. A recessed parallelogram lift is used for the more heavy-department vehicles. A monorail system allows for movement of heavy parts and equipment around the facility.



RELEVANT EXPERIENCE

Manteca Vehicle Maintenance Facility

Manteca, CA

SIZE

21,000 sq. ft.

COST

\$4 million

REFERENCE

Harold Holland

Project Manager (retired)

209.471.9927

TEAM

Diede Construction

LDA Partners

RELEVANCE

Prior Team Experience

Design Build

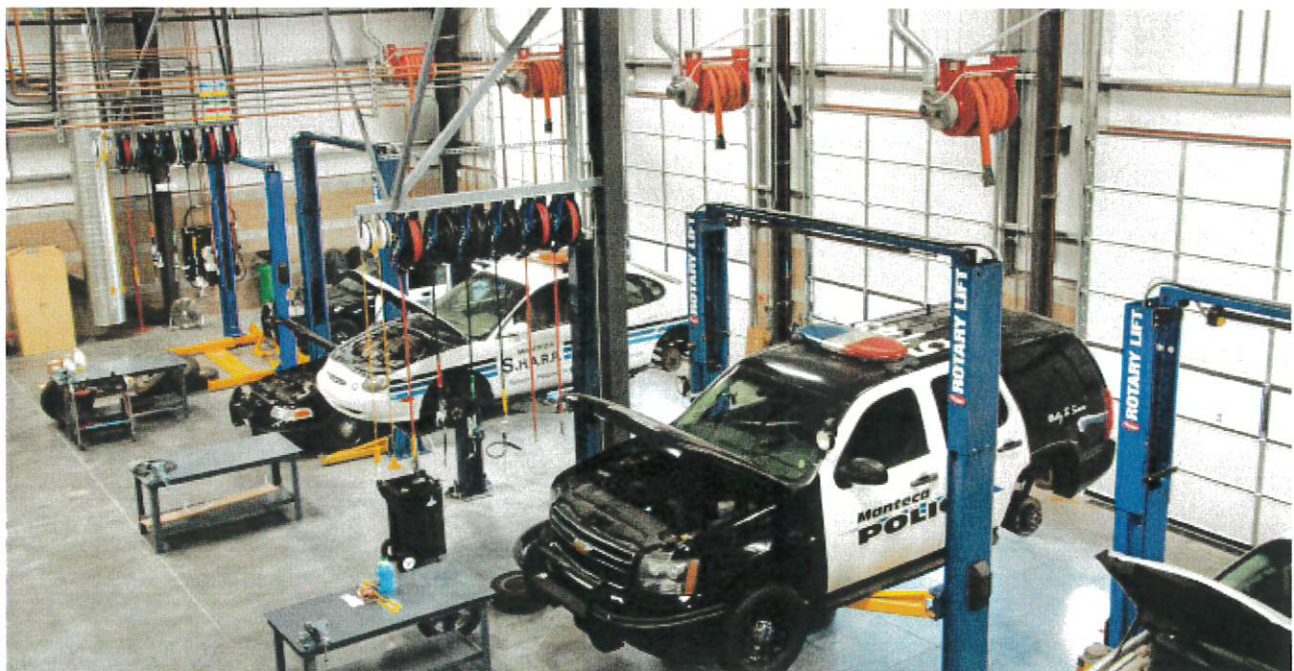
STATUS

Completed: 2013

Diede Construction and LDA Partners designed a new, \$4M, 21,000 SF fleet maintenance facility for the City of Manteca. The building includes 10 repair bays (1 in-ground heavy lift), tire shop & storage, machine / welding room, parts & equipment storage, battery storage, monorail trolley, training & lunch room and office & restrooms.



LDA programmed the building to achieve maximum efficiency for the facility's operation, including positioning multiple vehicle lifts around a center monorail - allowing for ease of moving parts and machinery around the facility. In addition, durable, low maintenance materials were chosen for the building including metal siding & roofing and CMU in order to reduce maintenance costs for the ongoing operation of the complex.



RELEVANT EXPERIENCE

City of Manteca, Manteca Transit Center

Manteca, CA

SIZE

10,000 sq. ft.

COST

\$7.1 million

REFERENCE

Johanna Ferriera, Transit

Director, City of Manteca

209.456.8761

TEAM

Diede Construction

LDA Partners

RELEVANCE

Prior Team Experience

Design Build

STATUS

Completed: 2014

The Manteca Transit Station has become the jewel of downtown. The new 10,000 sf building was designed with an architectural vernacular hearkening back to the classic rail period and is reminiscent of the classic 'Grand Central Station feel', including a large clock tower. The new building is the main headquarters of the Manteca Transit Authority and includes an adjacent bus station for both local and regional transit operations. The building also includes an upscale community center used for special events and meeting – including a great hall, outdoor patio and courtyard and full kitchen facilities. Always being mindful of the use of community funds, LDA developed a design solution that saved the City using simple construction techniques while incorporating aesthetically appropriate materials.



RELEVANT EXPERIENCE

Mayfield Regional Animal Services Center

Modesto, CA

SIZE

36,000 sq. ft.

COST

\$8.3 million

REFERENCE

Patricia Hill-Thomas

Project Manager

thomasp@stancounty.com

209.609.4334

TEAM

Diede Construction

LDA Partners

RELEVANCE

Prior Team Experience

Design Build

STATUS

Completed: 2010

This new, 36,000 SF animal services facility is distinctive because it is jointly owned by Stanislaus County and multiple cities within the County through a Joint Powers Authority. In addition, the new facility is unique because it not only has the capability to house and care for 400+ dogs and 300+ cats, but also has areas for exotic animals (birds, reptiles, etc.) as well as large animals such as horses, goats, lama's and other animals that are common in California's Central Valley. The facility also features a non-profit, county subsidized private spay/neuter clinic.

Diede Construction and LDA solved many issues on this project including: noise control using sound transfer and 'rolling barking' effect and maximizing function, health and safety for animals and staff. The team also helped save the municipalities 30% of the original project budget by reworking the initial program.



RELEVANT EXPERIENCE

City of Manteca, Animal Services Facility

Manteca, CA

SIZE

6,100 sq. ft.

COST

\$2.2 million

REFERENCE

Harold Holland

Project Manager (retired)

209.471.9927

TEAM

Diede Construction

LDA Partners

RELEVANCE

Prior Team Experience

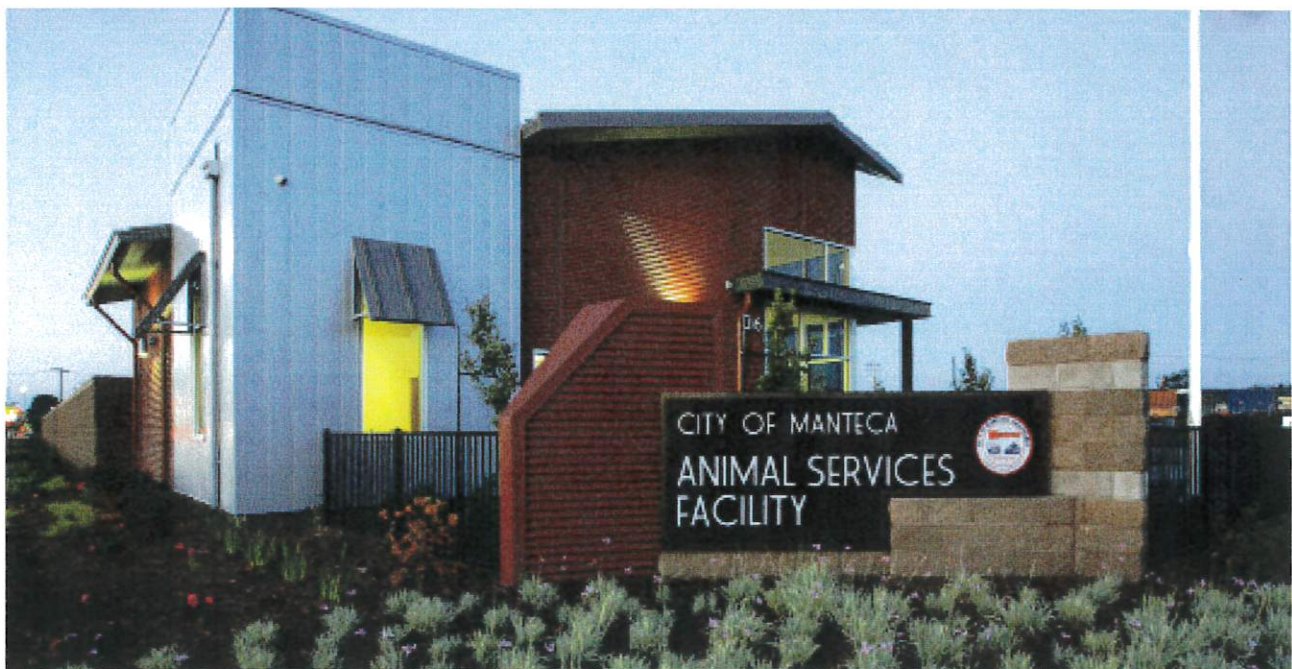
Design Build

STATUS

Completed: 2012

The new 6,100 square-foot Manteca Animal Services Facility is designed with both animals and people in mind. Located on a prominent intersection along Main Street, the building's corner facade creates visual interest and attracts the attention of passers-by.

Highly durable, low-maintenance materials, including concrete masonry and metal siding and roofing were chosen for the exterior of the building. Interior finishes include epoxy coated finishes for ease of maintenance and durability during frequent wash downs.



RELEVANT EXPERIENCE

Lathrop Generations Center

Lathrop, CA

SIZE

9,600 sq. ft.

COST

\$5 million

REFERENCE

Ken Reed

kreed@ci.lathrop.ca.us

(209) 941.7363

TEAM

Diede Construction

LDA Partners

RELEVANCE

Prior Team Experience

STATUS

Completed: 2014

This Generations Center is a combination of multiple program elements and serves a wide segment of the City of Lathrop's population. The 9,600 sf space can be broken down into smaller program elements so that multiple activities can occur at the same time without interference from each other. The architectural style of the teen side utilizes more unique shapes and colors per the teens request. The other side of the facility houses the City's new library. In order to achieve building economies, the two main program elements share staff cores, restrooms, and a central computer lab. Other site amenities include a new skate park, community garden, events amphitheater and the country's first public parkour park, which was a direct result of the community input meetings.





SECTION G

• FEE PROPOSAL

Diede Construction Inc
 WMRCFPD Design-Build Fire Station #2 Apparatus Bay and Office
 GMP Breakdown

8/11/2021

Division	\$
Preconstruction Design	\$ 125,500.00
General Conditions	\$ 120,000.00
Division 2-Site Construction	\$ 231,700.00
Division 3-Concrete	\$ 114,500.00
Division 6-Wood and Plastics	\$ 36,200.00
Division 7-Thermal and Moisture Protection	\$ 6,200.00
Division 8-Doors and Windows	\$ 55,200.00
Division 9-Finishes	\$ 54,900.00
Division 10-Specialties	\$ 6,700.00
Division 13-Special Construction	\$ 231,800.00
Division 15-Plumbing	\$ 33,400.00
Division 15-HVAC	\$ 20,000.00
Division 16-Electrical	\$ 143,000.00
Contractor Contingency	\$ 60,000.00
Builders Risk and Liability	\$ 3,000.00
TOTAL	\$ 1,242,100.00

Clarifications:

- Landscaping is excluded in our proposal the owner will be doing this.
- The 6" lateral storm drain connecting to the culvert is not included shown as existing, we do have the cath basin that connects to this.
- The concrete driveway shown on the site plan is already installed so we have not included that price.
- Offsite is excluded

Alternates / Enhancements:

- To upgrade the asphalt areas to concrete add \$63,400.
- We checked with the county and fire sprinklers are not required for this size structure since we have a firewall included separating us from the other structure. To add fire sprinklers add \$17,200 this does not include underground and backflow preventor or any tank that may be required.
- We can add a 4' diamond plate wainscot in the apparatus bay this will help protect the walls. Add \$13,200
- We can change the structure to a wood framed structure. This will save approximately 4 months on the schedule. Add \$144,000

PRICING PROPOSAL

FIRE STATION #2 APPARATUS BAY/OFFICE

Provide an all-inclusive price in accordance with the District's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Guaranteed Maximum Price (GMP) DESCRIPTION	TOTAL \$
Scope of Work	\$933,600
Other work	
Construction Subtotal	
Pre-construction Services (including Design)	\$125,500
General Conditions	\$120,000
Construction Contingency	\$60,000
Builders Risk & Liability	\$3,000
Fees Subtotal	
GUARANTEED MAXIMUM PRICE (GMP)	\$ 1,242,100

EXHIBIT A

CONTRACTOR'S PROPOSAL

Alternate "A"

Provide complete design build services for a 60' x 40' building as described in this RFP including, but not limited to, all features described in Appendix "H" herein.

\$ 1,010,400.00

Alternate "B"

All site work shown in Exhibit "I" herein including, but not limited to, the Quantity Sheet. The Quantity Sheet is to be used as a general guide but the price is to be all inclusive of the work shown on the referenced plan.

\$ 231,700.00

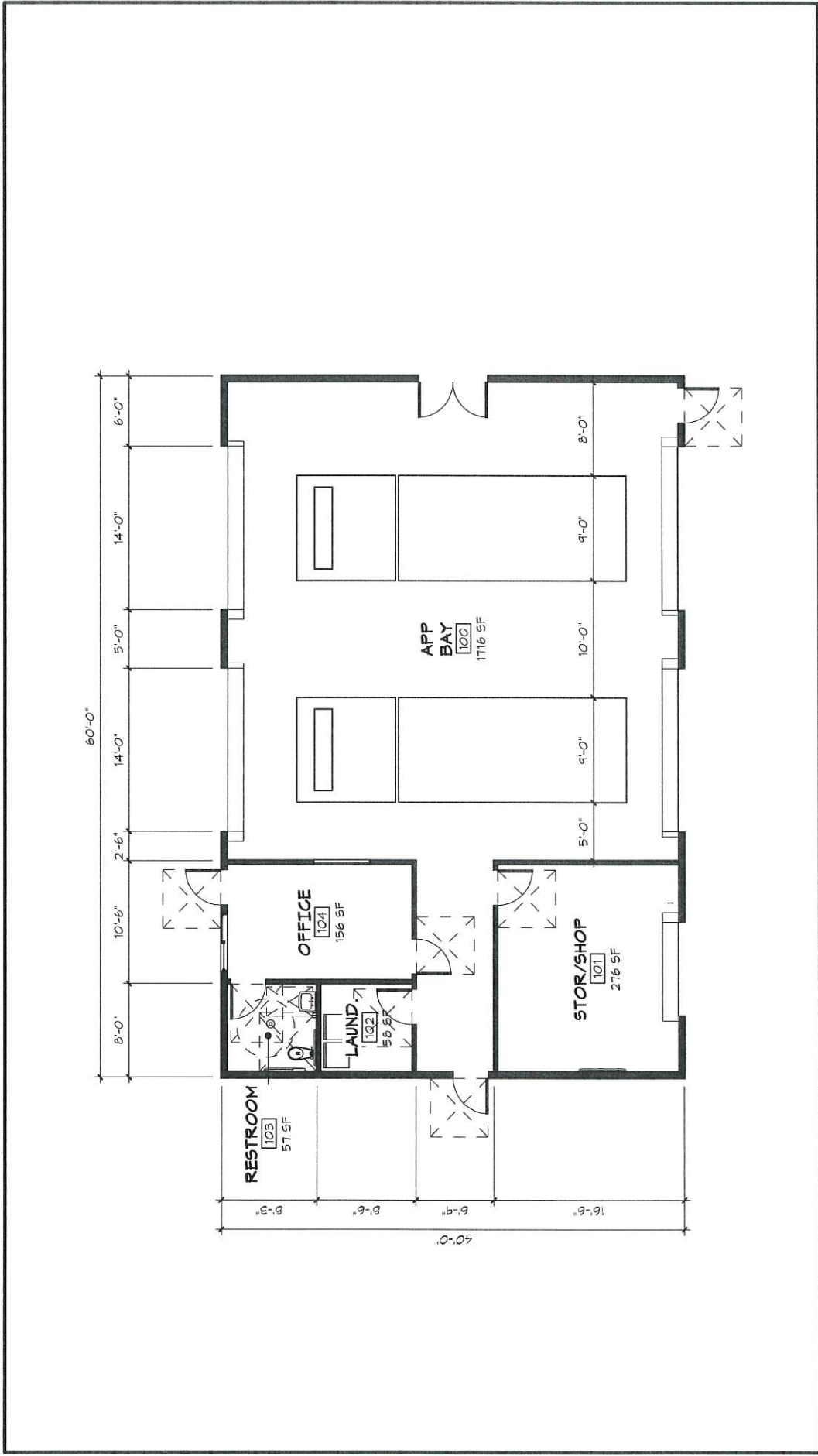
Guaranteed Maximum Price

\$ 1,242,100.00

THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID PRICE. THE DISTRICT RESERVES THE RIGHT TO AWARD ONLY ALTERNATIVE "A" OR TO REJECT ALL BIDS.

This amount shall constitute full compensation for furnishing all labor, materials, apparatus, facilities, transportation, tools, equipment, bonds and insurance for performance of all the work contemplated and embraced in this contract, and for all risks of every description connected with the work, and for well and faithful completing of the work and the whole thereof in the manner and according to the Contract Documents and the requirements of designated Port Project representative.

Discrepancies between the words and numbers will be resolved in favor of the words.

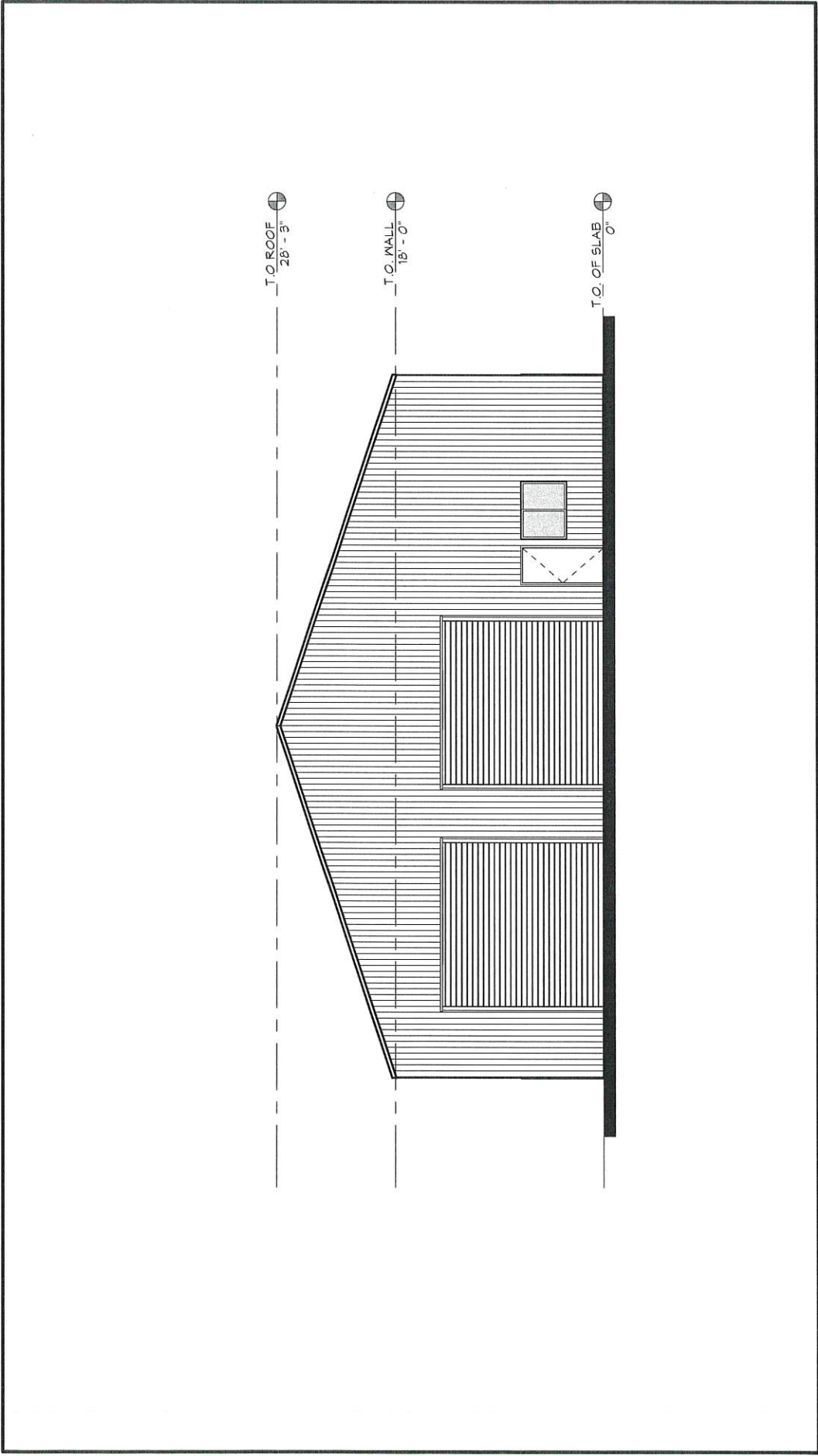


FLOOR PLAN

WATERLOO MORADA FIRE DISTRICT

Morada Ca



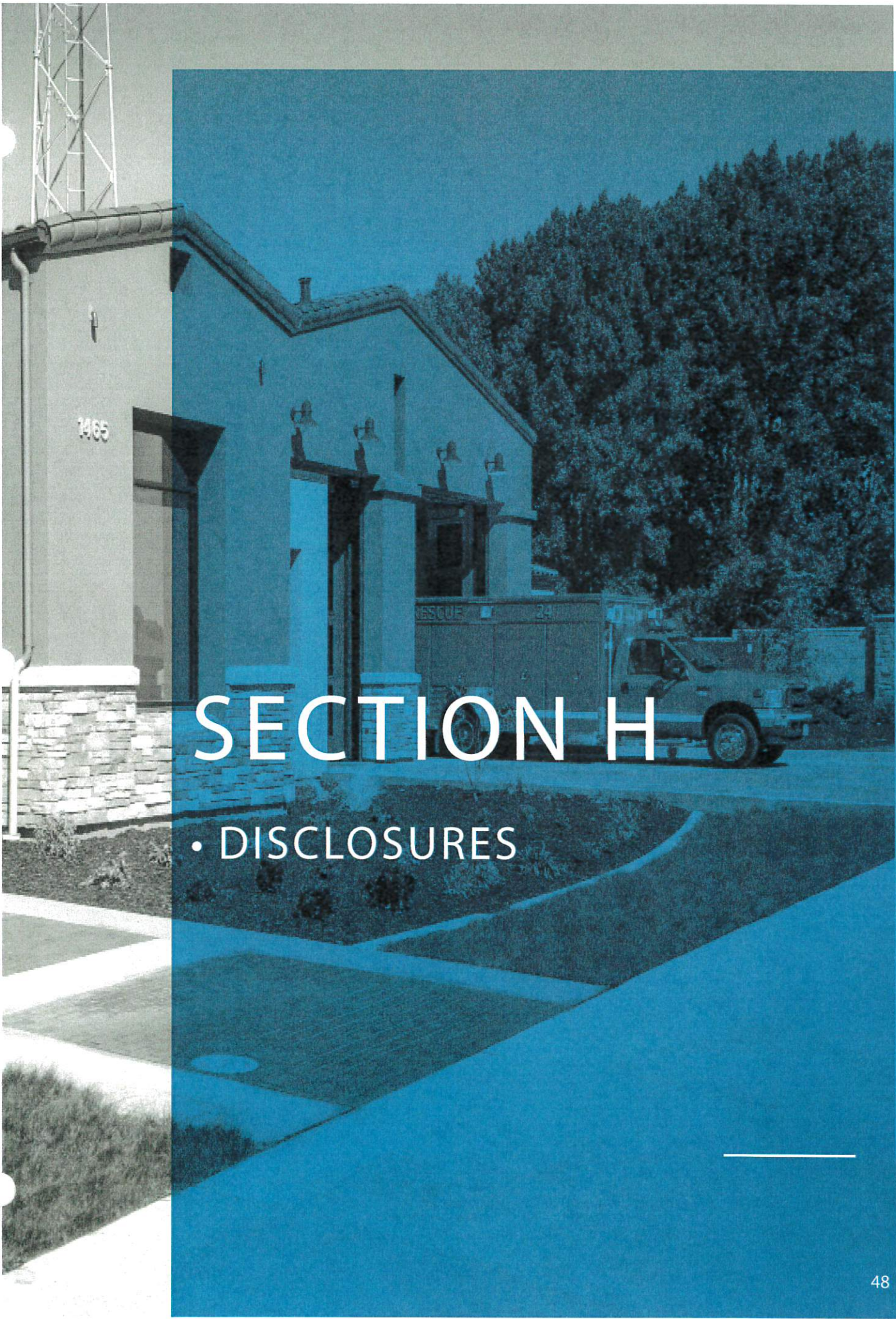


EXTERIOR FRONT ELEVATION

WATERLOO MORADA FIRE DISTRICT

Morada Ca

LDA Partners
DESIGNERS & ARCHITECTS



1465

SECTION H

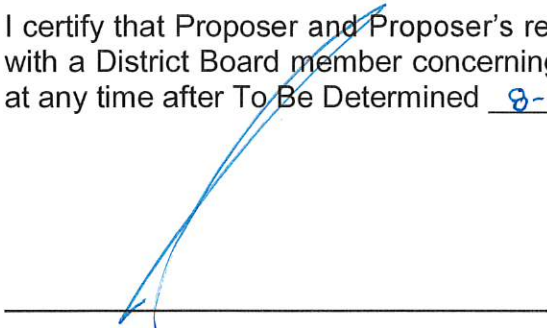
• DISCLOSURES



EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a District Board member concerning the Fire Station #2 Apparatus Bay/Office RFP at any time after To Be Determined 8-11, 2021.



OR

I certify that Proposer or Proposer's representatives have communicated after _____, 2021 with a District Board member concerning the Fire Station #2 Apparatus Bay/Office RFP. A copy of all such communications is attached to this form for public distribution.

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Position Held
N/A	N/A
_____	_____
_____	_____



SECTION I

- SAMPLE AGREEMENT

**WATERLOO MORADA FIRE DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH Diede Construction, Inc.
FOR
Fire Station #2 Apparatus Bay/Office**

THIS AGREEMENT is made and entered into this 11th day of August ("Effective Date"), by and between the WATERLOO MORADA RURAL COUNTY FIRE PROECTION DISTRICT, a special district ("District"), and Diiede Construction, Inc. a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, District proposes to have Contractor provide desktop implementation services as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, District and Contractor desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of District has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Proposal attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise District of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of District. Contractor agrees to perform all the work to the complete satisfaction of the District and within the hereinafter specified. Evaluations of the work will be done by the District Board or its designee. If the quality of work is not satisfactory, District in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless District from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against District for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that District may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of District. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of District. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by District. District shall grant such authorization if disclosure is required by law. All District data shall be returned to District upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the pricing set forth in Exhibit A. Contractor's total compensation shall in no case exceed \$ 1,242,100.00.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the District or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the District for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to District's sole satisfaction. District shall pay Contractor's invoice within forty-five (45) days from the date District receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District or its Fire Chief for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of (18 months) unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The District reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor.

The termination of this Agreement shall be deemed effective upon receipt of the Notice of Termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the District.

4.3. Compensation. In the event of termination, District shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of District's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the District or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Contractor, at no cost to District. Any use of uncompleted documents without specific written authorization from Contractor shall be at District's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Contractor for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the District; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after acceptance and written notice is given to District.
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The District Fire Chief (Project Manager) or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the District, called for by this Agreement, except as otherwise expressly provided in this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. District Fire Chief or his designee shall assume Project Manager to work directly with Contractor in the performance of this Agreement. Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with District during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by District.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Diede Construction, Inc.
San Joaquin County
12393 N 99 Frontage Rd
Lodi, CA 95240
Tel: 209-369-8255
Fax: 209-368-0600
Attn: Brett Diede

IF TO DISTRICT:

Waterloo Morada Rural County Fire
Protection District
6925 E Foppiano Lane
Stockton, CA 95212
Tel: 209-931-3107
Fax: 209-931-6890
Attn: Fire Administration

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in District's Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in District Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by District

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in San Joaquin County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the District, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of District. Contractor shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of District. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the

independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold District harmless from any failure of Contractor to comply with the applicable worker's compensation laws. District shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to District from Contractor as a result of Contractor's failure to promptly pay to District any reimbursement or indemnification arising under this paragraph.

6.11. SJCERA Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the San Joaquin County Employees Retirement Association (SJCERA) to be eligible for enrollment in SJCERA as an employee of the District, Contractor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for SJCERA benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in SJCERA as an employee of District and entitlement to any contribution to be paid by District for employer contribution and/or employee contributions for SJCERA benefits.

6.12. Cooperation. In the event any claim or action is brought against District relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which District might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of District. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of District and without liability or legal exposure to Contractor. District shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs District of such trade secret. The District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and sub-Contractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and sub-Contractors shall not, without the prior written approval of the District Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or sub-Contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to District, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Contractor will not employ any regular employee of District while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

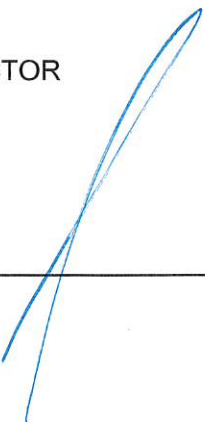
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

WATERLOO MORADA RURAL COUNTY FIRE PROTECTION DISTRICT
A special district as a public entity established under the laws of the State of California.

Fire Chief

Date: _____

CONTRACTOR

Signature

Steven L. Diede, President

Date: August 11, 2021

Name and Title

68-0257126

Social Security or Taxpayer ID Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2021

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 InterWest Insurance Services License #0B01094 P.O. Box 255188 Sacramento CA 95865-5188	CONTACT NAME: Denise Frye														
	PHONE (A/C No, Ext): 916-609-8376 FAX (A/C, No): E-MAIL ADDRESS: dfrye@twins.com														
License#: 0B01094 DIEDE-3	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Tokio Marine Specialty Co.</td> <td>23850</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER C: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Tokio Marine Specialty Co.	23850	INSURER B: Starr Indemnity & Liability Co	38318	INSURER C: Zurich American Insurance Company	16535	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Tokio Marine Specialty Co.	23850														
INSURER B: Starr Indemnity & Liability Co	38318														
INSURER C: Zurich American Insurance Company	16535														
INSURER D:															
INSURER E:															
INSURER F:															

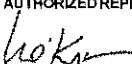
COVERAGES **CERTIFICATE NUMBER:** 113408745 **REVISION NUMBER:**

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO021343705	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP021343805	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$1,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000584943211	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> 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/A	WC581799208	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PPK2242602	3/1/2021	3/1/2022	Each Claim \$5,000,000 Policy Aggregate \$10,000,000 Retention \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 30 Day notice of cancellation, except 10 day notice for non-payment of premium applies per policy provisions.
 Additional insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form/endorsement(s).
 The District and its elected and appointed boards, officers, officials, agents, employees and volunteers.

CERTIFICATE HOLDER **CANCELLATION**

Waterloo Morada Fire District 6925 E Foppiano Lane Administration Office Stockton CA 95121	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP021343809	03-01-2021	03-01-2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – **Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – **Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

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

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 021343705

Effective Date: 03/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

U-GL-2162-A CW (02/19)
Page 1 of 4

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured;

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the Insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO021343705	03/01/2021	03/01/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Diede Construction, Inc.

Address (including ZIP Code):

12393 N. Highway 99
Lodi, CA 95240-7269

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): Each location, other than construction projects, occupied by the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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 operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under 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 Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 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 Location General Aggregate Limit.

- 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 operations at a single designated "location" shown in the Schedule above:
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 Location 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 Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means 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.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT, WHICH IS EXECUTED BEFORE A LOSS, TO WAIVE YOUR RIGHTS OF RECOVERY FROM OTHERS, WE AGREE TO WAIVE OUR RIGHTS OF RECOVERY. THIS WAIVER OF RIGHTS SHALL NOT BE CONSTRUED TO BE A WAIVER WITH RESPECT TO ANY OTHER OPERATIONS IN WHICH THE INSURED HAS NO CONTRACTUAL INTEREST.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT
ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT WITH THE INSURED, EXECUTED
PRIOR TO THE ACCIDENT OR LOSS, THAT
WAIVER OF SUBROGATION BE PROVIDED
UNDER THIS POLICY FOR WORK PERFORMED
BY YOU FOR THAT PERSON AND/OR
ORGANIZATION

Diede Construction

Contact us to learn more about how
Diede Construction can provide
expertise to your construction program
and aid in developing a quality,
affordable project.

P.O. Box 1007
Woodbridge, CA. 95258
Tel: (209) 369-8255
estimating@diedeconstruction.com
www.diedeconstruction.com

Copyright© 2018. Diede Construction, Inc. All Rights Reserved.

WE ARE
COMMITTED TO
SUPERIOR QUALITY
AND RESULTS

