

**AGREEMENT WITH FIRST STUDENT INC.  
FOR BUS TRANSPORTATION SERVICES  
FOR  
2024 SUMMER CAMP FIELD TRIPS**

This Agreement, made and entered into this day of \_\_\_\_\_, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **FIRST STUDENT INC**, a **CORPORATION** ("CONTRACTOR"), whose address is **600 VINE STREET, SUITE 1400, CINCINNATI OH 45202 USA**.

**RECITALS:**

A. CITY desires certain **BUS TRANSPORTATION** services hereinafter described.

B. CITY desires to engage CONTRACTOR to provide these **BUS TRANSPORTATION** services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

**SECTION 2 - DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

### **SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR'S work.

### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on **Monday, June 17, 2024** and be completed on **Friday, August 9, 2024**.

### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR a fee in an amount of **\$109,730.80**, pursuant to rates stated in Exhibit B, attached and incorporated by reference.

### **SECTION 6 - TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

### **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

### **SECTION 8 - CONFIDENTIALITY**

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

### **SECTION 9 - INTEREST OF CONTRACTOR**

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

## **SECTION 10 - CONTRACTOR'S STATUS**

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

## **SECTION 11 - INDEMNITY**

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONTRACTOR'S duty to indemnify shall survive expiration or early termination of this Agreement.

## **SECTION 12 - INSURANCE**

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

## **SECTION 13 - NONASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

## **SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR**

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

## **SECTION 15 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

## **SECTION 16 - COSTS AND ATTORNEY FEES**

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

## **SECTION 17 - NON-DISCRIMINATION**

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

## **SECTION 18 - MEDIATION**

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

## **SECTION 19 - LITIGATION**

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

## **SECTION 20 - NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: *Joanne Magrini*  
City of San Mateo  
330 W. 20<sup>th</sup> Ave  
San Mateo, CA 94403

To CONTRACTOR: *First Student Inc.*  
Attn: Luke Barbosa  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202

## **SECTION 21 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

## **SECTION 22 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and **FIRST STUDENT INC.** have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONTRACTOR

Joanne Magrini  
Director of Parks and Recreation

Tim Colleran	Date
First Student Inc.	
VP Charter Operations	

APPROVED AS TO FORM

Mazarin Vakharia	Date
Assistant City Attorney	

Claire Miller	Date
First Student Inc.	
Chief Commercial Officer	

**Attachments:**

Exhibit A:	Scope of Services
Exhibit B:	Payment Rates
Exhibit C:	Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

#### Response Time:

CONTRACTOR will be required to have vehicles at the pick-up area(s) a minimum of 30 minutes prior to the trip. From time-to-time San Mateo may require additional bus service for field trips and other transportation services, vehicles must be at the designated pick-up area(s) a minimum of 30 minutes prior to the scheduled departure.

#### Additions/deletions of Routes:

It is hereby agreed and understood that any route/service may be added or deleted to/from this contract at the option of San Mateo. When an addition to this contract is required, the CONTRACTOR shall be invited to submit price quotes for these new routes/services and may be added to the contract in San Mateo's best interest.

#### Prices shall be fixed and firm for initial term of contract:

CONTRACTOR quoted costs shall remain fixed and firm during the initial term of this contract; provided however, that the company may offer incentive discounts from the fixed price to San Mateo at any time during the contractual term. Payment processes are laid out in Exhibit B.

Programs to be Serviced by Buses and Drivers (Specific days and times the buses are needed are laid out in Exhibit B):

Camp Mateo: Buses with drivers needed for eight (8) camp weeks. The camp will run from June 17, 2024 through August 9, 2024

- Week 1: June 17, 2024-June 20, 2024: Ten (10) buses and drivers must be provided.
- Week 2: June 24, 2024-June 27, 2024: Ten (10) buses and drivers must be provided.
- Week 3: July 1, 2024-July 3, 2024: Ten (10) buses and drivers must be provided.
- Week 4: July 8, 2024-July 12, 2024: Ten (10) buses and drivers must be provided.
- Week 5: July 15, 2024-July 19, 2024: Ten (10) buses and drivers must be provided.
- Week 6: July 22, 2024-July 26, 2024: Ten (10) buses and drivers must be provided.
- Week 7: July 29, 2024-August 2, 2024: Ten (10) buses and drivers must be provided.
- Week 8: August 5, 2024-August 9, 2024: Ten (10) buses and drivers must be provided.

X-treme Summer Days (XSD): Buses with drivers needed for eight (8) camp weeks. The camp will run from June 17, 2024, through August 9, 2024.

- Week 1: June 17, 2024-June 20, 2024: Three (3) buses and drivers must be provided.
- Week 2: June 24, 2024-June 27, 2024: Four (4) buses and drivers must be provided.
- Week 3: July 1, 2024-July 3, 2024: Two (2) buses and drivers must be provided.
- Week 4: July 8, 2024-July 12, 2024: Five (5) buses and drivers must be provided.
- Week 5: July 15, 2024-July 19, 2024: Five (5) buses and drivers must be provided.

- Week 6: July 22, 2024-July 26, 2024: Four (4) buses and drivers must be provided.
- Week 7: July 29, 2024-August 2, 2024: Four (4) buses and drivers must be provided.
- Week 8: August 5, 2024-August 9, 2024: Four (4) buses and drivers must be provided.



Buses and Drivers shall meet the following conditions:

1. Buses shall be certified by the State meeting requirements to transport school children a minimum of fifty-five (55) passengers with radio dispatch.
2. The CONTRACTOR will meet all Federal and State rules, regulations, statutes, and ordinances, including proper driver's license, bus certification, etc.
3. Buses must be owned and/or leased by the CONTRACTOR. CONTRACTOR cannot subcontract services to another vendor.
4. Liability insurance will be supplied by the CONTRACTOR. Copies of current insurance forms will be supplied by the CONTRACTOR.
5. CONTRACTOR shall supply a copy of the written procedures for supplying alternate buses for buses which are disabled during transport.
6. CONTRACTOR must supply recent references which are to include company name, address, and contact person with telephone number.
7. Rental fee to include all gasoline charges. All maintenance of all vehicles, including any towing charges incurred by disabled buses, will be the responsibility of the CONTRACTOR.
8. Any claims of damage must be reported to the Parks & Recreation Director. Any necessary repairs for the damage must be submitted in writing with cost estimated and pre-approved by the Parks & Recreation Director before repairs are started.
9. Number of hours and buses are approximations and specific numbers are dependent on other factors. CONTRACTOR will be given as much advanced notice as possible, but not less than 24 hours.
10. Radio communications between the bus drivers and the bus dispatcher must be in effect and operating at all times.
11. The City reserves the right to cancel bus use for individual trips by giving 24 hours notice without penalty to San Mateo. CONTRACTOR should specify specific cancellation policy and who should be notified.
12. A Program Supervisor riding the bus may request changes in the bus schedule or stops due to weather conditions or emergency situations. Driver must recognize staff requests for schedule changes and emergency stops and honor them.
13. All prices include parking/toll charges. Buses must stay with the group for the duration of the individual trip unless otherwise directed by the Program Supervisor.
14. All buses must stay with Parks & Recreation Camps and not go on another trip/location and leave our camp children at the program location without a bus. Bus and bus driver must stay with the camp event due to possible inclement weather or/an emergency situation.

15. Bus driver and Program Supervisor shall remain in contact during each trip. Program Supervisor will supply bus driver with cell phone number and bus driver is expected to do the same.

## **EXHIBIT B**

### **PAYMENT RATES**

CITY reserves the right to cancel bus use for individual trips by giving 24 hours' notice without penalty. If CONTRACTOR cancels, a minimum of 24 hours' notice will be required to the CITY. Full refund of the cost of services canceled shall be issued to the CITY within four (4) weeks.

CONTRACTOR will provide weekly invoices via e-mail to Community Services Supervisor, Heather Murphy at [hmurphy@cityofsanmateo.org](mailto:hmurphy@cityofsanmateo.org) no later than two (2) weeks after the week of service is complete.

CITY will process invoices and send payment via check or Electronic Funds Transfer. Payments will be mailed or electronically transferred no later than four (4) weeks upon receipt of the invoice (unless an error has occurred on the received invoice).

Prices shall remain fixed and firm during the initial term of this contract; provided, however, that the company may offer incentive discounts from the fixed price to San Mateo at any time during the contractual term.

If an error is found by CITY, CONTRACTOR will provide the process on how to remedy said error. After the error has been resolved, the CITY will pay out CONTRACTOR no later than four (4) weeks after that date

Date	Program	Departure from	Spot Time	Bus Arrival to Camp	Destination	Bus return to Camp	Hours	# of buses	# of passengers	seatbelts Y or N	Cost
Week 1											
Tuesday, June 18, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Coyote Point Recreation Area, 1701 Coyote Point Dr, San Mateo, CA 94401	3:30 PM	5	2	75	y	\$1,712.00
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:00 AM	10:30 AM	Nealon Park, 800 Middle Ave, Menlo Park, CA 94025	3:30 PM	5	2	75	y	\$1,712.00
Wednesday, June 19, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	K1 Speed - Indoor Go Karts, Corporate Event Venue, Team Building Activities, 160 Beacon St, South San Francisco, CA 94080	3:30 PM	4.5	1	45	y	\$856.00
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	\$1,712.00
Thursday, June 20, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Bel Mateo Bowl, 4330 Olympic Ave, San Mateo, CA 94403	3:00 PM	4.5	2	75	y	\$1,712.00
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:00 AM	10:30 AM	LEGOLAND® Discovery Center Bay Area, 870 Great Mall Dr, Milpitas, CA 95035	4:00 PM	5.5	2	75	y	\$1,883.20
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Six Flags Hurricane Harbor Concord, 1950 Waterworld Pkwy, Concord, CA 94520	4:30 PM	6.5	1	45	y	\$1,120.80
Friday, June 21, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	iFLY Indoor Skydiving - SF Bay, 31310 Alvarado-Niles Rd, Union City, CA 94587	4:00 PM	6	1	45	y	\$1,035.20
Week 2											
Tuesday, June 25, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Nealon Park, 800 Middle Ave, Menlo Park, CA 94025	3:30 PM	5	2	75	y	\$1,712.00
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:00 AM	10:30 AM	Coyote Point Recreation Area, 1701 Coyote Point Dr, San Mateo, CA 94401	3:30 PM	5	2	75	y	\$1,712.00
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Cull Canyon Regional Recreation Area, 18825 Cull Canyon Rd, Castro Valley, CA 94546	4:30 PM	6.5	1	45	y	\$1,120.80

Wednesday, June 26, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Oakland Zoo, 9777 Golf Links Rd, Oakland, CA 94605	5:00 PM	7	1	45	y	\$1,206.40
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	\$1,712.00
Thursday, June 27, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	(Alcatraz Island) Pier 33 Suite 200, San Francisco, CA 94111	4:30 PM	7	1	45	y	\$1,198.40
	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	LaserMaxx San Carlos, 1119 Industrial Rd Ste F, San Carlos, CA 94070	4:00 PM	5	2	75	y	\$1,712.00
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:00 AM	10:30 AM	Bel Mateo Bowl, 4330 Olympic Ave, San Mateo, CA 94403	3:00 PM	4.5	2	75	y	\$1,712.00
Friday, June 28, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Subpar Miniature Golf, 900 North Point St F-201, San Francisco, CA 94109	3:30 PM	5	1	45	y	\$856.00
Week 3 (No Camp Thursday & Friday)											
Monday, July 1, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	San Francisco Zoo, Sloat Blvd &, Upper Great Hwy, San Francisco, CA 94132	4:30 PM	6.5	2	75	y	\$2,225.60
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403									
Tuesday, July 2, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:15 AM	8:45 AM	California's Great America, 4701 Great America Pkwy, Santa Clara, CA 95054	6:00 PM	9.25	2	75	y	\$3,167.20
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403									
	ST@K	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:15 AM	8:45 AM	California's Great America, 4701 Great America Pkwy, Santa Clara, CA 95054	6:00 PM	9.25	1	45	y	\$1,583.60
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:15 AM	8:45 AM	California's Great America, 4701 Great America Pkwy, Santa Clara, CA 95054	6:00 PM	9.25	1	45	y	\$1,583.60
Wednesday, July 3, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	11:00 AM	11:30 AM	Orpheum Theatre, 1192 Market St, San Francisco, CA 94102	5:00 PM	5.5	1	45	y	\$941.60
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	\$1,712.00
Week 4											
Monday, July 8,2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	LaserMaxx San Carlos, 1119 Industrial Rd Ste F, San Carlos, CA 94070	3:30 PM	5	1	45	y	\$856.00
Tuesday, July 9, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	Adventure Cat Sailing Charters, Pier 39, San Francisco, CA 94133	4:30 PM	5.5	1	45	y	\$941.60
	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Magical Bridge Playground - Palo Alto, 3700 Middlefield Rd, Palo Alto, CA 94306	3:30 PM	5	2	75	y	\$1,712.00
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:30 AM	10:00 AM	Koret Childrens Quarter, 320 Bowling Green Dr, San Francisco, CA 94122	4:00 PM	6	2	75	y	\$2,054.40
Wednesday, July 10, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Taco Bell, 5200 CA-1, Pacifica, CA 94044	4:00 PM	5.5	1	45	y	\$941.60
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	\$1,712.00
	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	12:30 PM	1:00 PM	Cinemark Century San Mateo 12, 320 2nd Ave, San Mateo, CA 94401	5:00 PM	4	2	75	y	\$1,712.00

Thursday, July 11, 2024	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:00 AM	9:30 AM	Lost Worlds Funtropolous, 5401 Camden Ave, San Jose, CA 95124	4:30 PM	7	2	75	y	\$2,396.80
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:45 AM	11:15 AM	Oracle Park, 24 Willie Mays Plaza, San Francisco, CA 94107	5:30 PM	6.25	1	45	y	\$1,070.00
Friday, July 12, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30 AM	9:00 AM	California Canoe & Kayak at Jack London Square, Jack London Square, 409 Water St, Oakland, CA 94607	4:30 PM	7.5	1	45	y	\$1,292.00
Week 5											
Monday, July 15, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Bowlmor Cupertino, 10123 N Wolfe Rd #20, Cupertino, CA 95014	4:00 PM	6	1	45	y	\$1,027.20
Tuesday, July 16, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Koret Childrens Quarter, 320 Bowling Green Dr, San Francisco, CA 94122	4:00 PM	6	2	75	y	\$2,054.40
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	10:00 AM	10:30 AM	Magical Bridge Playground - Palo Alto, 3700 Middlefield Rd, Palo Alto, CA 94306	3:30 PM	5	2	75	y	\$1,712.00
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30 AM	9:00 AM	Shoreview Recreation Center, 950 Ocean View Ave, San Mateo, CA 94401	1:00 PM	4	1	45	y	\$856.00
Wednesday, July 17, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:15 AM	8:45 AM	Six Flags Discovery Kingdom, 1001 Fairgrounds Dr, Vallejo, CA 94589	5:00 PM	8.25	1	45	y	\$1,428.40
	Camp Mateo	Beresford Park 2720 Alameda de las Pulgas San Mateo, Ca 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	\$1,712.00
Thursday, July 18, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	Lost Worlds Funtropolous, 5401 Camden Ave, San Jose, CA 95124	4:30 PM	7	2	75	y	\$2,396.80
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:30 PM	1:00 PM	Cinemark Century San Mateo 12, 320 2nd Ave, San Mateo, CA 94401	5:00 PM	4	2	75	y	\$1,712.00
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30 AM	9:00 AM	SF Bay Whale Watching, Pier 39, Beach St, San Francisco, CA 94133	5:00 PM	8	1	45	y	\$1,369.60
Friday, July 19, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Golfland San Jose, 976 Blossom Hill Rd, San Jose, CA 95123	4:30 PM	6	1	45	y	\$1,027.20
Week 6											
Tuesday, July 23, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Fronteir Land, 600 Oddstad Blvd, Pacifica, CA 94044	4:00 PM	6	2	75	y	\$2,054.40
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:30 AM	10:00 AM	Presidio Wall Playground, Pacific Ave &, Spruce St, San Francisco, CA 94118	4:00 PM	6	2	75	y	\$2,054.40
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Aloha Fun Center, 2190 Eastridge Loop Suite 1402, San Jose, CA 95122	4:30 PM	6.5	1	45	y	\$1,112.80
Wednesday, July 24, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:15 AM	8:45 AM	The Peak of Fremont, 4020 Technology Pl Suite 1, Fremont, CA 94538	2:00 PM	5.25	1	45	y	\$898.80
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	\$1,712.00
Thursday, July 25, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:00 AM	10:30 AM	Pacifica Archery, 2995 Junipero Serra Blvd, Daly City, CA 94014	4:30 PM	6	1	45	y	\$1,027.20
		Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Aqua Adventure Water Park, 40500 Paseo Padre Pkwy, Fremont, CA 94538	3:30 PM	5.5	2	75	y	\$1,899.20

	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:00 AM	9:30 AM	LaserMaxx San Carlos, 1119 Industrial Rd Ste F, San Carlos, CA 94070	4:30 PM	7	2	75	y	\$2,396.80
Friday, July 26, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	The Plex, 800 Embedded Way, San Jose, CA 95138	4:30 PM	6.5	1	45	y	\$1,112.80
Week 7											
Monday, July 29, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	12:30 PM	1:00 PM	Bad Axe Throwing San Francisco, 30A Hill St, Daly City, CA 94014	4:30 PM	3.5	1	45	y	\$856.00
Tuesday, July 30, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Presidio Wall Playground, Pacific Ave &, Spruce St, San Francisco, CA 94118	4:00 PM	6	2	75	y	\$2,054.40
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:30 AM	10:00 AM	Fronteir Land, 600 Oddstad Blvd, Pacifica, CA 94044	4:00 PM	6	2	75	y	\$2,054.40
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30 AM	9:00 AM	Shoreview Recreation Center, 950 Ocean View Ave, San Mateo, CA 94401	1:00 PM	4	1	45	y	\$856.00
Wednesday, July 31, 2024	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	\$1,712.00
Thursday, August 1, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:45 AM	10:15 AM	Dave & Buster's Milpitas - San Jose, 940 Great Mall Dr, Milpitas, CA 95035	5:00 PM	6.75	1	45	y	\$1,155.60
	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	LEGOLAND® Discovery Center Bay Area, 870 Great Mall Dr, Milpitas, CA 95035	4:30 PM	7	2	75	y	\$2,412.80
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	9:30 AM	10:00 AM	Aqua Adventure Water Park, 40500 Paseo Padre Pkwy, Fremont, CA 94538	3:30 PM	5.5	2	75	y	\$1,899.20
Friday, August 2, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:30 AM	10:00 AM	Santa Cruz Beach Boardwalk, 400 Beach St, Santa Cruz, CA 95060	5:00 PM	7	1	45	y	\$1,206.40
Week 8											
Tuesday, August 6, 2024	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	Oak Meadow Park, 233 Blossom Hill Rd, Los Gatos, CA 95032	4:00 PM	6.5	2	75	y	\$2,225.60
		Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403					0	2	75	y	\$1,712.00
	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	Nazareth Ice Oasis   San Mateo, 2202 Bridgepointe Pkwy, San Mateo, CA 94404	3:30 PM	4.5	1	45	y	\$856.00
Wednesday, August 7, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	10:30 AM	11:00 AM	Shoreline Lake, 3160 N Shoreline Blvd, Mountain View, CA 94043	4:00 PM	5	1	45	y	\$856.00
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	12:00 PM	12:30 PM	Bayside/Joinville Park, 2111 Kehoe Ave, San Mateo, CA 94403	4:30 PM	4	2	75	y	\$1,712.00

Thursday, August 8, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:00 AM	9:30 AM	YMCA Camp Jones Gulch, 11000 Pescadero Creek Rd, La Honda, CA 94020	3:30 PM	6	1	45	y	\$1,027.20
	Camp Mateo	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	8:30 AM	9:00 AM	Santa Cruz Beach Boardwalk, 400 Beach St, Santa Cruz, CA 95060	5:30 PM	8.5	2	75	y	\$2,910.40
	Camp Mateo	Beresford Park, 2720 Alameda de las Pulgas, San Mateo, CA 94403	8:30 AM	9:00 AM	Santa Cruz Beach Boardwalk, 400 Beach St, Santa Cruz, CA 95060	5:30 PM	8.5	2	75	y	\$2,910.40
Friday, August 9, 2024	X-Treme Summer Days	Dr. Martin Luther King Jr. Community Center, 725 Monte Diablo Ave, San Mateo, CA 94401	9:15 AM	9:45 AM	Aqua Adventure Water Park, 40500 Paseo Padre Pkwy, Fremont, CA 94538	4:30 PM	6.75	1	45	y	\$1,163.60
GRAND TOTAL ESTIMATE:						\$109,730.80					



## EXHIBIT C

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$9,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$10,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$5,000,000** per accident for bodily injury or disease.
4. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

**The City, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

***Verification of Coverage***

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/28/2024

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> First Student Inc 191 Rosa Parks Street, 8th Floor Cincinnati OH 45202 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B: AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER C:</td><td></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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: AIU Insurance Company	19399	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: AIU Insurance Company	19399														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 570105868760**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC OTHER:			MWZY31683724 SIR applies per policy terms & conditions	04/01/2024	04/01/2025	EACH OCCURRENCE \$9,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$9,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$9,000,000 GENERAL AGGREGATE \$9,000,000 PRODUCTS - COMP/OP AGG \$9,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB-316836-24 AOS	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC020396032 AOS WC020396033 CA	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE-EA EMPLOYEE \$5,000,000 E.L. DISEASE-POLICY LIMIT \$5,000,000

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

Sexual Abuse and Molestation Coverage included under the General Liability Policy. City of San Mateo, its elected and appointed officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of City of San Mateo in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of San Mateo 330 W. 20th Avenue San Mateo CA 94403 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier : DIL

Certificate No : 570105868760



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

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

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

[illegible]

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

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

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by written contract or agreement.

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

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

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

POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 10 13

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

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

**Named Insured:** Recess Holdco LLC

**Endorsement Effective Date:** 04/01/23

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom the named insured is required to provide a waiver

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

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

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

This endorsement, effective 12:01 AM 04/01/2024

forms a part of Policy No. **WC 203-96-033**

Issued to **RECESS HOLDCO LLC**

By **AIU INSURANCE COMPANY**

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

The additional premium for this endorsement shall be premium for this policy.

**2.00%** of the total estimated workers compensation

