

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **Schaaf & Wheeler, Consulting Civil Engineers**, a California corporation, whose address is 870 Market Street, Suite 1278, San Francisco, CA 94102 (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Civil Engineering services. City staff issued an RFP/RFQ on March 17, 2025 and after a submittal period of 22 days received 12 of timely submitted proposals. Staff reviewed the proposals and selected the service provider that best meets the City’s needs.
- C. Provider is trained, experienced and competent to perform the services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for on-call Civil Engineering services, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 1st day of July 2025, and shall terminate on the 1st day of July 2030, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

The total five-year compensation for this Agreement shall not exceed \$750,000.

**4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf

of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

\_\_\_\_ RS \_\_\_\_\_  
\_\_\_\_ Provider  
\_\_\_\_ Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured

employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy

coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

#### **11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

#### **12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

#### **13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement

with any sub-provider: “Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City.”

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

#### **14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

#### **15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

#### **16. RECORDS:**

a. Generally, the City has the right to conduct audits of Provider’s financial, performance and compliance records maintained in connection with Contractor’s operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor’s employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider’s performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the “**Records**”).

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be



kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

## **17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 West Mall Square #110  
Alameda, CA 94501  
ATTENTION: Scott Wikstrom, City Engineer  
Ph: (510) 747-7937 / swikstrom@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Schaaf & Wheeler, Consulting Civil Engineers  
4699 Old Ironsides Drive, Suite #350  
Santa Clara, CA 95054  
ATTENTION: Benjamin Shick  
Ph: (408) 246-4848

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda

Public Works Department  
950 West Mall Square #110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Executive Assistant  
Ph: (510) 747-7932 / jnavarro@alamedaca.gov

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary

against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**27. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**28. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**29. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**30. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

Schaaf & Wheeler, Consulting Civil Engineers  
a (California corporation)

CITY OF ALAMEDA

Charles D. Anderson

Digitally signed by Charles D. Anderson  
DN: cn=US, e=canderson@swetr.com, o=Schaaf &  
Wheeler, cn=Charles D. Anderson  
Reason: I agree to the terms defined by the placement of  
my signature on this document  
Date: 2025.05.01 14:16:13 -0700

Charles D. Anderson, RCE 43776  
President

Jennifer Ott  
City Manager




5/1/25

Benjamin L. Shick, RCE 68813  
Assistant Treasurer

RECOMMENDED FOR APPROVAL

Signed by:



325168B32737491...

Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:

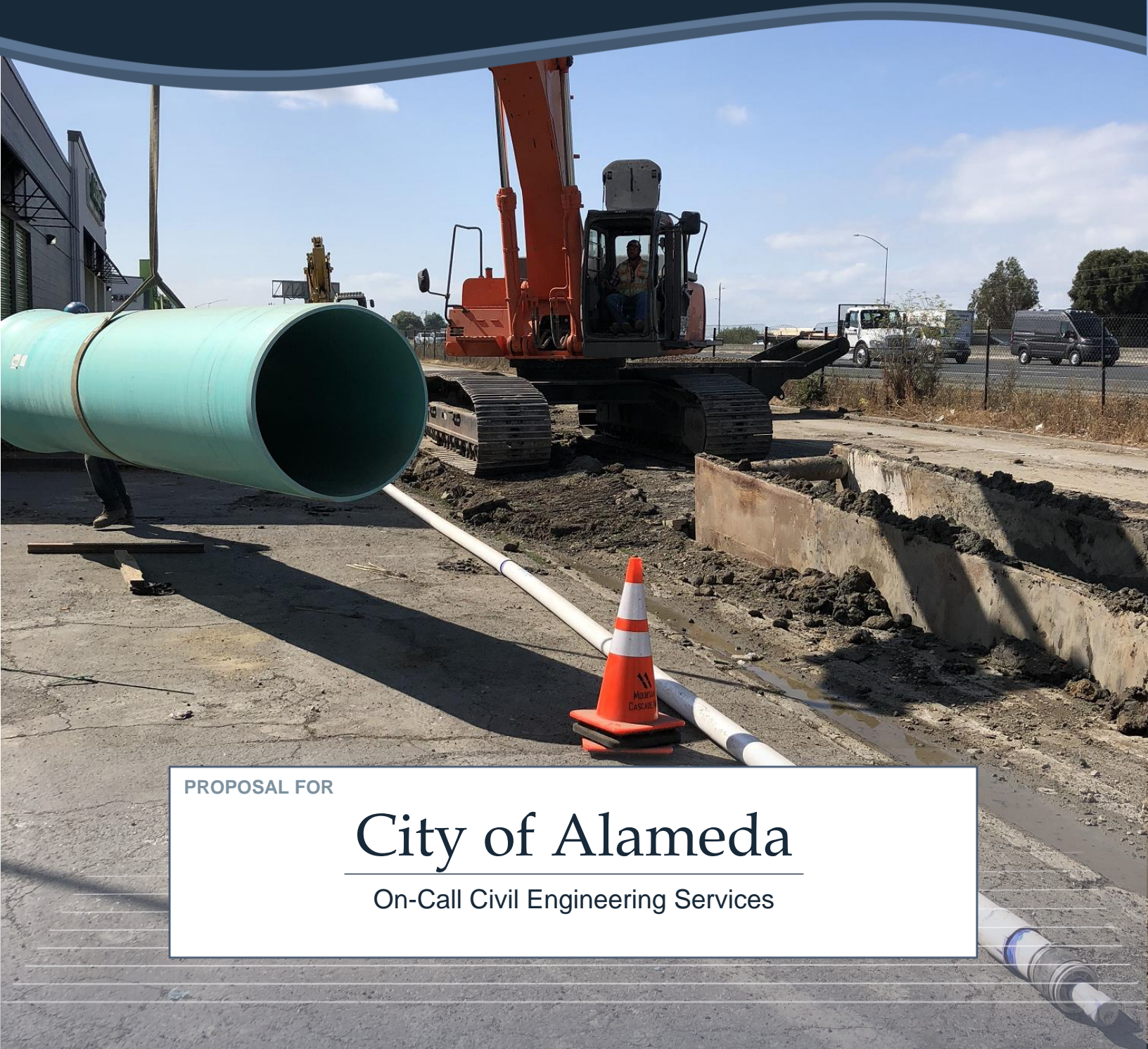


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Len Aslanian

Assistant City Attorney



*40<sup>th</sup> — 1985–2025*  
*Anniversary*  
**Schaaf & Wheeler**  
CONSULTING CIVIL ENGINEERS



PROPOSAL FOR

**City of Alameda**

On-Call Civil Engineering Services

April 7, 2025

# Schaaf & Wheeler

## CONSULTING CIVIL ENGINEERS

870 Market Street, Suite 1278

San Francisco, CA 94102

(408) 246-4848

April 7, 2025

Scott Wikstrom, City Engineer  
City Hall West, Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501

### **Subject: Proposal for On-Call Civil Engineering Services**

Dear Mr. Wikstrom:

Schaaf & Wheeler is pleased to submit the enclosed proposal to provide on-call civil engineering services to the City of Alameda. We have been working with the City for 17 years and are excited for the opportunity to continue supporting the City. Schaaf & Wheeler works exclusively on water-related projects, and we bring extensive familiarity with City's facilities, standards, and procedures.

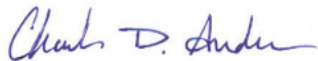
We have been providing on-call civil engineering services throughout for public agencies throughout Northern California for 40 years, including the Cities of Livermore, Alameda, South San Francisco, Pacifica, Belmont, San Mateo, and Santa Clara. The City will benefit from our team's veteran knowledge of the City's infrastructure, requirements, and standards for upcoming on-call projects.

Our proposed engineers have successfully completed multiple important planning and capital projects for the City, including the storm drain master plan, analysis of the City's lagoons and weirs, upgrades to storm water pump stations, upgrades to the sanitary sewer pump stations, gravity sewer main replacements, sanitary sewer force main replacement, and street lighting improvement projects.

Benjamin L. Shick, PE, will serve as the project manager for this contract and will bring his extensive knowledge of the City's infrastructure. He will be supported by design engineers Curran L. Price, PE and Larry D. Johnson, PE, who have both worked on projects for the City since 2013. As the principal-in-charge, I will provide QA/QC services for the project, bringing almost 40 years of experience in wastewater and stormwater planning, design, and construction support. We have included subconsultants on our team for structural engineering, geotechnical engineering, electrical engineering, surveying, and landscape architecture.

My team and I are available and look forward to extending services to the City of Alameda. Should you need any further information or have any questions, please contact Ben Shick at (707) 528-4848 X 701 or bshick@swws.com

Sincerely,  
Schaaf & Wheeler



**Charles D. Anderson, PE**  
**President**

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Appendix C: Contract Exceptions



## Description of Organization, Management, and Team Members

### About Schaaf & Wheeler

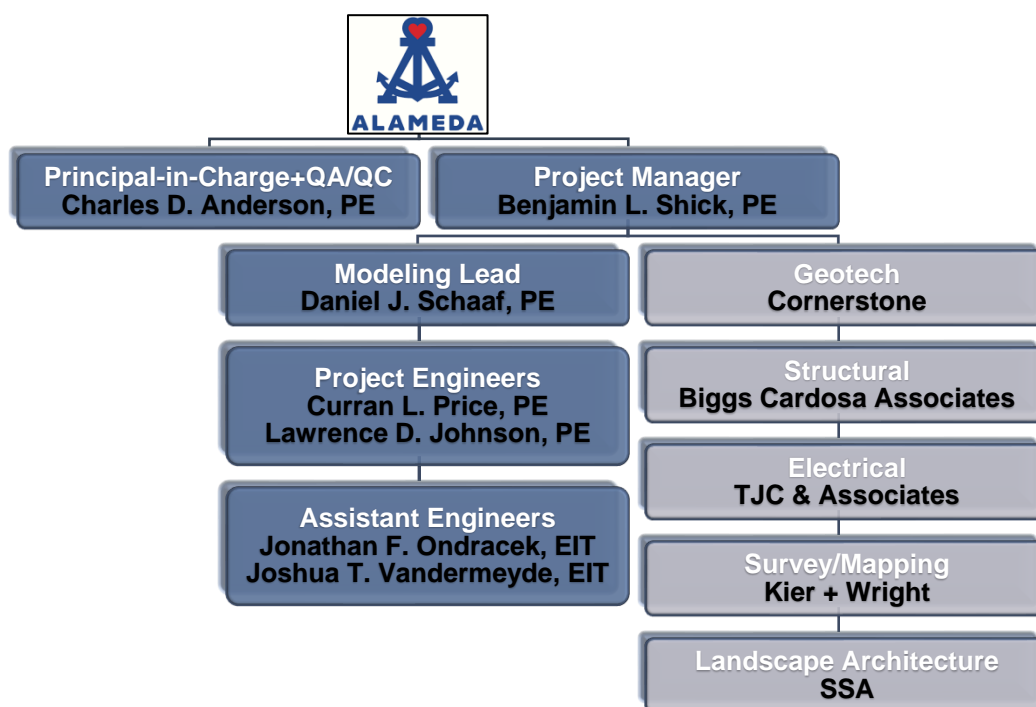
Firm Name:	<b>Schaaf &amp; Wheeler</b>
Type of Organization:	Corporation – Incorporated in California since 1985, in business 40 years
Primary Contact:	<b>Benjamin L. Shick, PE</b> (707) 528-4848 X 701; bshick@swwsv.com
Offices:	HQ: 4699 Old Ironsides Drive, Ste. 350, Santa Clara, CA 95054 870 Market Street, Ste. 1278, San Francisco, CA 94102 2200 Range Avenue, Ste. 201, Santa Rosa, CA 95403 3 Quail Run Circle, Ste. 101, Salinas, CA 93907 10232 Donner Pass Road, Ste. 4, Truckee, CA 96161 250 Bel Marin Keys Boulevard, Bldg. A, Ste. 205, Novato, CA 94949
Professional Registrations and Affiliations:	Certified State of California Small Business Enterprise Certification No. 40527

Schaaf & Wheeler is a civil engineering firm focused in water resources. With 40 years of commitment to solving flood control, stormwater, wastewater, potable water, and recycled water problems, Schaaf & Wheeler is recognized by public and private sector clients for its value-added engineering. We are certified as a small business enterprise by the State of California and operate from six locations: Santa Clara, San Francisco, Santa Rosa, Salinas, Truckee, and Novato. Schaaf & Wheeler has 10 areas of focus within the water resources discipline:

- Hydrology and hydraulics analyses, including site evaluations and modeling;
- Flood control analyses, including floodplain studies and channel design, filing of letters of map revision, and FEMA coordination;
- Watershed assessments, erosion and sediment control, and bioengineered channel stabilization;
- Water quality, including design or review of best management practices (BMPs) for stormwater treatment and hydromodification flow control facilities;
- Stormwater management and drainage services, including master planning, engineering, and design of urban storm drain systems and pump stations;
- Wastewater system master planning, engineering, and design of conveyance systems, including lift stations;
- Potable water system master planning, modeling, engineering; and design of supply, storage, collection and distribution systems, including tanks and booster stations;
- Recycled water systems planning, engineering, and design, including reclamation feasibility studies and customer retrofits;
- Construction management, construction site observation, construction inspection services, value engineering, construction cost analysis, and constructability reviews; and
- Project management, including management of subconsultants, containment of schedule and cost, and communication with clients and stakeholders.

## Proposed Team and Individual Qualifications

Schaaf & Wheeler has assembled a dedicated team of in-house engineers and subconsultants to provide on-call civil engineering services to the City, as shown in our organizational chart. Individual experience and roles are outlined below, with full resumes included in Appendix A. Subconsultant information is included in the following section.



### Benjamin L. Shick, PE: Project Manager

Ben is a vice president and an owner at Schaaf & Wheeler. He has more than 20 years of experience in infrastructure planning and design of wastewater, potable water systems, and stormwater. He has served as principal-in-charge and project manager of water and sewer mains, sewage lift stations, stormwater pumping stations, gravity sewers, flood plain investigation, shoreline protection studies, drainage studies, channel design and modeling, water rights permitting, wetland analysis and design, and small bridge design for local public agencies. Ben works out of our branch office in Santa Rosa and has worked closely with the City on numerous on-call projects. *As project manager, Ben will delegate project tasks to the team while maintaining the schedule and budget. He will also be involved in technical aspects of the project, where appropriate. Ben will meet regularly with the City as needed for project updates and to resolve any issues that arise during project development.*

### Charles D. Anderson, PE: Principal-in-Charge+QA/QC

Chuck is the president and an owner of Schaaf & Wheeler. Chuck has nearly 40 years of experience in levee design, stormwater collection and pumping, flood mapping, tidal structures, FEMA requirements, sea level rise assessment, and surface water hydrology. He has led numerous multidisciplinary project teams to deliver responsively and responsibly from concept verification to design and construction, including large levee projects for Valley Water, the County of San Mateo and Cities of Foster City and San Mateo. He works out of our headquarters in Santa Clara. *As principal-in-charge, Chuck will work with Ben to maintain the schedule and budget and coordinate with the City to resolve any contractual issues. He will also lead our QA/QC efforts to review deliverables before they are submitted to the City.*

**Daniel J. Schaaf, PE: Modeling Lead**

Dan is a vice president and an owner of Schaaf & Wheeler. He has 25 years of experience in storm drain master planning, flood control, hydrology and hydraulics, and numerical modeling. Dan recently led the Schaaf & Wheeler team that produced channel repair designs for numerous sites in Livermore. He is currently project manager for Santa Cruz County's Zone 5 Drainage Master Plan. Dan has performed hundreds of FEMA mapping studies throughout California. Dan works out of our branch office in San Francisco. *He will oversee modeling efforts for this contract.*

**Curran L. Price, PE: Project Engineer**

Curran is an associate engineer at Schaaf & Wheeler. He has 15 years of in-depth experience in infrastructure design of stormwater pump stations, sewer rehabilitation, wastewater facilities, water and recycled water pipelines, flood protection, shoring systems, bridges, buildings, transportation, and slope stabilization projects. He has completed the design of over 50 constructed projects. Curran is adept at preparing plans and specifications, performing calculations, cost estimates, and site inspections. Curran recently worked as the project engineer for the condition assessment of the Mill Valley's citywide sanitary sewer assessment and is NASSCO certified. Curran works out of our branch office in Santa Rosa. *He will provide as-needed day-to-day engineering tasks as directed by Ben.*

**Lawrence D. Johnson, PE: Project Engineer**

Larry is a senior project manager at Schaaf & Wheeler. He has more than 11 years of experience in pump stations assessment, hydraulic systems, urban water systems, groundwater hydraulics, open channel hydraulics, water wells and pumps and GIS applications to water resources. He has assessed more than 100 pump stations in the last five years and has recommended improvements and prepared design improvements for many of them. Larry has experience in water transmission systems and specifications review. Larry works out of our headquarters in Santa Clara. *He will provide as-needed day-to-day engineering tasks as directed by Ben.*

**Jonathan F. Ondracek, EIT: Assistant Engineer**

Jonathan is an assistant engineer with more than 14 years of experience in modeling and design for stormwater and wastewater infrastructure projects. He is proficient in running hydraulic models to solve drainage issues and conduct level surveys for small design projects. He has worked throughout the Bay Area on a variety of projects such as: sanitary sewer pump station rehabilitation projects, storm drain improvements, roadway improvements, and sanitary sewer rehabilitation projects. Jonathan works out of our branch office in Santa Rosa. *He will provide as-needed day-to-day engineering tasks as directed by Ben.*

**Joshua T. Vandermeide, EIT: Assistant Engineer**

Joshua has more than four years of experience providing design engineering services. He has experience in residential, office, education, and lab use buildings, low to high rise. He has designed efficient routing of plumbing systems, sized pressure and gravity systems to code requirements, and performed calculations to size and select equipment (pumps, water heaters, interceptors, etc.) to fit building load requirements. Joshua is currently designing storm and sewer improvements for several municipalities in the greater Bay Area. He has completed assessment reports and design documents for these improvements. Joshua works out of our branch office in Santa Rosa. *He will provide as-needed day-to-day engineering tasks as directed by Ben.*

## Organization Qualifications

### Stormwater Experience

Schaaf & Wheeler brings extensive experience in assessment, design, and construction support of stormwater infrastructure. We have prepared master plans, pipeline and pump station designs, and water quality enhancement designs. We have prepared trash capture and low impact development designs for multiple clients. We are recognized by SCVURPPP as the third-party reviewers of green infrastructure projects within the Bay Area. The following tables present some of our recent storm drain experience.

Project	Client	Contract
Storm Drain Master Plan	City of Livermore	\$374,540
Storm Drain Master Plan	City of Carmel	\$174,910
Zone 5 Storm Drain Master Plan	City of Santa Cruz	\$630,588
Storm Drain Master Plan	City of Larkspur	\$90,000
Storm Drain Master Plan	City of Milpitas	\$125,000
Holloway Gilroy FEMA, Princevalle Drain Study	Cale Enterprise	\$15,000
Hydrology & Hydraulics Studies for Geyserville and Villa Grande	Sonoma County Department of Public Works	\$170,463
Interior Drainage Study at Treatment Park	City of Santa Rosa	\$15,810
Drainage Manual	County of Santa Clara	\$107,172
Atkinson Lane Drainage	Mesiti-Miller Engineering, Inc	\$20,000
Industrial Road Drainage Study	City of San Carlos	\$79,900
Los Gamos Drainage Study	City of San Rafael	\$19,920
16 <sup>th</sup> Avenue Storm Drain Study	City of San Mateo	\$86,640

### Wastewater Experience

#### Wastewater Planning and Modeling

Schaaf & Wheeler has completed numerous wastewater capacity studies and currently maintains the wastewater models for MCWD and the City of Mountain View. This team is well versed in developing customer inflows, calibrating wastewater models, and developing the design storm used to analyze the peak wet weather condition. Our engineers understand the issues with these aging systems and the complexities of upgrading them.

Our team is skilled in making focused modeling runs to determine development impacts, system response to fire flow events, remaining capacities, and to size capital improvements. Our firm is structured such that we can work on a wide range of projects, from very specific model runs to large complex designs.

We typically use the following model types:

- Sewer Systems – GIS based dynamic models (Infoworks, InfoSWMM, EPA SWMM5, SewerCAD), spreadsheet-based calculations

- Storm Drain Systems – GIS-based 1-D and 2-D dynamic models (InfoSWMM, InfoWorks ICM, MIKE-URBAN, EPA SWMM5, StormCAD, XPStorm, FLO-2D), spreadsheet-based calculations
- Water Quality – QUAL2E, SWMM, MIKE-URBAN Drainage Systems

Our engineers continue to provide wastewater infrastructure design and construction support services in the San Francisco Bay Area.

### **Pump Station Assessments and Design**

Schaaf & Wheeler regularly performs full pump station assessments and develops comprehensive capital improvement programs. We also design the recommended improvements. Some of our recent sanitary sewer pump station projects are highlighted below.

Project	Client	Capacity
Ord Village Lift Station	Marina Coast Water District	1.25 MGD
Wastewater Treatment Plant Lift Station	City of Gonzales	3.5 MGD
Sierra Point Sewage Lift Station	City of South San Francisco	1.0 MGD
Phase 4 Sanitary Sewer Pump Stations Upgrades	City of Alameda	100 to 1,100 gpm
North Road Pump Station Rehabilitation	City of Belmont	1,800 gpm
Five Sanitary Sewer Pump Stations	City of San Mateo	Up to 1000 gpm
Industrial Sewage Pump Station 2	City of South San Francisco	3.5 MGD
San Juan Oaks, Sewer Pump Stations 1 and 2	Whitson Engineers/Third Millenium Partners	350 gpm
September Ranch Sewer Pump Station	One Carmel, LLC/Carmel Area Wastewater District	100 gpm

The table on the following page presents some of our recent experience in sewer replacement/rehabilitation, trunk alignment study and design, inspection, trenchless technology, CIPPs, siphon design and condition assessment, surveying and mapping, and constructability review to ensure workable designs with tightly controlled plans and specifications.

Project	Services Provided								
	Detailed Assessment	Detailed Design	Project Prioritization	Trenchless Design	CIPP	Construction Plans	Engineering Estimates	Bid Support	Construction Support
Madera Gardens Sewer Rehabilitation, Sanitary Dist. No. 2	✓	✓	✓	✓		✓	✓	✓	✓
Leong Drive Sanitary Sewer Design, Mountain View	✓	✓	✓			✓	✓	✓	✓
Sewer Repair and Replacement, Mill Valley	✓	✓	✓	✓	✓	✓	✓	✓	✓
Basin C Sewer Rehabilitation, San Mateo	✓	✓	✓	✓	✓	✓	✓	✓	✓
East Blithedale Ave Sewer Rehabilitation, Mill Valley	✓	✓	✓	✓		✓	✓	✓	✓
Redwood Highway Sewer Rehabilitation, Sanitary Dist. No. 2	✓	✓	✓	✓		✓	✓	✓	✓
Basin E Sewer Rehabilitation, San Mateo	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sewer Repair Project, Mill Valley	✓	✓	✓	✓	✓	✓	✓	✓	✓
Rich and Industrial Sewer Improvement, Sanitary Dist. No. 2	✓	✓	✓	✓		✓	✓	✓	✓
Morgan Hill Sanitary Sewer Improvement, Morgan Hill	✓	✓	✓	✓	✓	✓	✓	✓	✓
Belmont Sewer Rehabilitation Projects, Belmont	✓	✓	✓	✓	✓	✓	✓	✓	✓
El Camino Real Sanitary Sewer Rehabilitation, San Mateo	✓	✓	✓	✓	✓	✓	✓	✓	✓
Sanitary Sewer Rehabilitation, San Mateo	✓	✓	✓	✓	✓	✓	✓	✓	✓

Schaaf & Wheeler has served municipal clients continuously throughout our 40-year history. Our engineers provide on-call wastewater, stormwater, and potable water engineering services for several municipalities and water districts. Services range from development review to master planning to full design. Our firm is structured such that we can work on a wide range of projects, from assessments to large complex designs. The table on the following page presents Schaaf & Wheeler's recent on-call experience providing water resources services on an as-needed basis.

Duration	Client	Team	Services Provided
2003 – present	City of San Mateo	Benjamin L. Shick, PE; Glen M. Anderson, PE; Charles D. Anderson, PE; Daniel J. Schaaf, PE; Leif M. Coponen, PE	Sanitary sewer pump station assessment, design, and CS; Sewer and storm drain design and CS; Trash capture feasibility and design; Flood control infrastructure design
2004 – present	City of Livermore	Daniel J. Schaaf, PE; Charles D. Anderson, PE; Benjamin L. Shick, PE; Robin J. Lee, PE; Lawrence D. Johnson, PE	Flood damage repairs; Hydrology and hydraulics services; Trash capture feasibility and design; Pump station design and CS
2006 – present	Marina Coast Water District	Andrew A. Sterbenz, PE; Leif M. Coponen, PE; Brett Crews, PE; Glen M. Anderson, PE; Josh C. Tabije, EIT, Aldo Jarvio, EIT, Arturo Jarvio, EIT; Lawrence D. Johnson, PE	District engineering services; CIP project design and CS: water, wastewater, and stormwater
2006 – present	City of Morgan Hill	Benjamin L. Shick, PE; Glen M. Anderson, PE; Lawrence D. Johnson, PE	CCTV review; Rehabilitation and replacement methodology; Cost estimates
2007 – present	City of Alameda	Benjamin L. Shick, PE; Daniel J. Schaaf, PE; Glen M. Anderson, PE; Charles D. Anderson, PE	Sanitary sewer and stormwater pump station assessment, design, and CS; Storm drain master plan; Sea level rise study
2009 – present	City of Belmont	Benjamin L. Shick, PE; Charles D. Anderson, PE; Lawrence D. Johnson, PE	Sewer and storm drain design and CS, pump station design, hydrologic evaluation
2014 – present	City of Foster City	Robin J. Lee, PE; Leif M. Coponen, PE; Brett F. Crews, PE; Sandra E. Carroll, EIT	Drainage standards; Water and sanitary sewer design standards/criteria update; Plan development check
2014 – present	City of South San Francisco	Caitlin J. Tharp, PE; Charles D. Anderson, PE; Daniel J. Schaaf, PE; Robin J. Lee, PE	Hydrology and hydraulics services; Trash capture feasibility and design; Green infrastructure plan (stormwater)
2014 – present	City of Mountain View	Leif M. Coponen, PE; Daniel J. Schaaf, PE; Lawrence D. Johnson, PE; Brett F. Crews, PE	Water and wastewater modeling; Water main and sewer design and CS; Stormwater master planning; Trash capture feasibility and design; CEQA-related services



Duration	Client	Team	Services Provided
2014 – present	Monterey Regional Water Pollution Control Agency	Andrew A. Sterbenz, PE; Josh C. Tabije, EIT	Water and recycled water infrastructure design and CS
2014 – present	County of Napa	Daniel J. Schaaf, PE; Caitlin J. Tharp, PE; Benjamin L. Shick, PE	FEMA submittals; Hydrology and hydraulics modeling and studies; Floodplain review
2015 – present	City of Half Moon Bay	Daniel J. Schaaf, PE; Benjamin L. Shick, PE; Charles D. Anderson, PE	Sewer pump station; Sewer force main; Generator replacement; Storm drain master plan
2016 – present	Port of Oakland	Glen M. Anderson, PE; Benjamin L. Shick, PE; Lawrence D. Johnson, PE; Brett F. Crews, PE; Yoshi Nakajima, EIT	Pump station rehabilitation; Condition assessment; Field investigation
2018 – present	County of San Mateo	Benjamin L. Shick, PE; Glen M. Anderson, PE; Caitlin J. Tharp, PE; Curran L. Price, PE; Jonathan F. Ondracek,	Pump station review, modeling, and design recommendations; H&H peer review; Trash capture design; Storm drain CCTV inspection, condition assessment, and CIP development
2019 – present	City of Sunnyvale	Leif M. Coponen, PE; Caitlin J. Tharp, PE; Robin J. Lee, PE; Curran L. Price, PE; Brett F. Crews, PE; Sandra E. Carroll, EIT; Sarah R. Weinberg, EIT; Lawrence D. Johnson, PE	Water and wastewater modeling; Flow monitoring; assessment; Feasibility studies; Trash capture

## Approach to On-Call Contracts

Our general approach to infrastructure projects is described herein. Schaaf & Wheeler will work with the City to develop a detailed scope of services that is appropriate for each specific project.

### Data Gathering and Condition Assessment

Schaaf & Wheeler will request existing pertinent information from the City at the beginning of each project. We will meet with City operations and engineering staff at kick-off to ensure that the project is fully understood and any design preferences are identified. Schaaf & Wheeler will conduct additional surveys, investigations, and inspections as necessary for the cost-efficient completion of the specific project.

### Project Definition

Schaaf & Wheeler will perform a preliminary engineering and economic analysis of the proposed improvements. This task will take place concurrent with the utility research as the existing utility locations may ultimately decide the location of improvements. Schaaf & Wheeler



will recommend a project scope that best matches the available funding. Schaaf & Wheeler will analyze potential issues and will provide alternatives and recommendations. A summary of all considered alternatives will be included in a Basis of Design Memorandum submitted to the City for review and comment.

**Utility Research**

It is necessary to identify all potentially conflicting utilities throughout the project limits in the early phases of design. Schaaf & Wheeler's primary goal will be to avoid interference with existing infrastructure; however, where conflicts cannot be avoided, team engineers will identify the need for their relocation. For projects in public rights-of-way, Schaaf & Wheeler may use the USA locator service, the expertise of a professional underground utility locator, or contact individual utility companies and the City staff, as needed. Potholing critical utilities may be required.

**Hydrologic and Hydraulic Analyses**

Schaaf & Wheeler will perform the necessary hydrologic and hydraulic calculations and/or modeling to accurately size pipes, pumps, detention basins, and other project components as necessary. Schaaf & Wheeler may utilize any existing hydrologic models to refine designs, analyze alternatives, and verify downstream impacts do not occur. Schaaf & Wheeler will use the City's design standards when appropriate, and will recommend methods, materials, and hydraulic structures when the City's standards are not applicable.

**Design Plans and Specifications**

Schaaf & Wheeler typically prepares construction documents with submittals of plans and specifications at the 65%, 95%, and final stages of design. These submittals are intended for review and comment by the City. After each submittal Schaaf & Wheeler will meet with City staff to review and discuss the submittal. Our team will integrate comments, changes and requests by the City in the subsequent submittals. Plans will be produced in AutoCAD and will be submitted to the City in both electronic and hard-copy format. Depending on the City's preference, technical specifications can be provided as a camera-ready document or in a variety of electronic formats.

**Bidding and Construction Administration**

Schaaf & Wheeler is prepared to provide consultation to the City during the construction phase of the project. Construction support may include attendance at the pre-construction meetings, reviewing and responding to requests for information (RFIs), assisting with questions regarding interpretation of drawings, specifications, and reports, shop drawings and product submittal review, attendance at meetings and site visits as requested by the City, and processing construction change orders as required.

At the City's request, Schaaf & Wheeler will involve the firm's construction management personnel for assistance and guidance. Our team can provide construction management, inspection, observation, and materials testing can also be provided upon request via subconsultant.

**Record Drawings and Project Close-Out**

Schaaf & Wheeler plans to assist the City with closing out the construction contract. Once the project is complete, our engineers will provide the City with record drawings showing the as-built conditions. The record drawings will be produced from marked up plans maintained by the contractor in conformance with project specifications.

## **Additional Tasks**

Potential additional tasks Schaaf & Wheeler specializes in are listed below:

### *Special Inspections*

Schaaf & Wheeler's team can provide observation during construction as deemed necessary and as requested by the City.

### *Operation and Maintenance (O&M) Assessment*

Schaaf & Wheeler is well versed in O&M reviews and have helped our clients review existing standards, equipment, practices, and reporting mechanisms and make recommendations for improvement. We can perform these reviews and assessments from a general master planning level to assisting in implementation.

### *Review and Modify Standards*

Review current design standards and specifications and recommend changes that are tailored to the City's infrastructure and goals. Additional standards and specifications can be developed or modified to meet changing regulatory requirements. Schaaf & Wheeler has developed design criteria for detention and retention, green streets, sewer and storm drain infrastructure, and pump stations.

### *Water Quality and NPDES Support*

Schaaf & Wheeler has extensive experience in supporting our clients with stormwater quality issues including NPDES permit requirement implementation in the Bay Area. Our team engineers have designed numerous erosion plans using both standard and site-specific best management practices. We have helped our clients develop short- and long-term plans for meeting regulatory requirements including financial analyses. We have developed numerous storm water management plans and other documents for regional water quality control boards and other agencies.

## **Approach for Planning-Related Projects**

Following is a general approach for planning related engineering projects, which may include storm drain master planning, hydraulic modeling, floodplain mapping, bridge hydraulic reports, scour analysis, GIS services, and data integration. The approach and project tasks will be refined for each specific project to meet the City needs. Schaaf & Wheeler has worked on numerous on-call services contracts, such as this, and have developed methodologies to streamline projects and limit project overhead.

## **Data Collection, Research, and Review**

The team will research, collect, and review existing data, record drawings, topography, reports, studies, and assessments related to each specific project. Our reviews will focus on exposing data gaps as well as data quality. It is often necessary to collect supplemental information and data pertaining to a project, which may include:

- Flow monitoring
- Utility research
- Condition assessment
- GIS data validation
- Surveying (aerial and/or ground) and basemap preparation
- Easement research and Right-of-Way mapping
- Historic Flooding data

- Streambed stability surveys and stream particle distribution assessments

### **Hydraulic & Hydrology Modeling**

Schaaf & Wheeler is proficient in hydraulic modeling of storm systems. Our engineers have used several proprietary and public domain software packages to analyze a wide range of hydraulic conditions. Below is a list of the model types that are typically used for each type of infrastructure.

- Storm Drain Systems –GIS based 1-D and 2-D dynamic models (InfoSWMM, InfoWorks ICM, MIKE-URBAN, EPA SWMM5, StormCAD, XPStorm, FLO-2D), Spreadsheet-based calculations
- Creeks, Rivers, and Storage Areas – HEC 2, HEC-GeoRAS, FLO-2D, MIKE-21, GIS based dynamic models
- Hydrology – HEC 1, HEC-GeoHMS, BAHM, HFPH, GIS-based dynamic models
- Water Quality – QUAL2E, SWMM, MIKE-URBAN

### **Level of Service Definition and Assessment**

Schaaf & Wheeler will work with the City to define the desired levels of service for storm drain systems and channels throughout the City. These levels will need to meet City goals and adhere to local, state, and federal requirements. Defining these levels will assist in identifying problem areas and necessary capital improvement projects. Our team will develop projects that are consistent with the City's Design Standards and methods; where available, and utilize the Design Standard of local jurisdictions where no City standard exist.

### **Cost Estimates**

Schaaf & Wheeler has considerable experience in construction cost estimating of sewer, water, and stormwater projects. We will use our knowledge to develop costs for system improvements. The level of detail in our cost estimates may vary from unitized costs for large master planning level estimates to more detailed estimates for feasibility level studies.

### **Regulatory Requirements**

Our team's extensive experience with design projects and third-party reviews for permitting puts us in a strong position to address regulatory issues for the City. Schaaf & Wheeler is highly knowledgeable of current BMP and LID criteria, Caltrans Bridge Hydraulic Report Criteria and SMCWPPP design standards. For each project, we will perform a reconnaissance-level review of potential issues and suggest ways the City effectively address them. Team members will develop guidelines for addressing these issues as the proposed capital projects move into design phases.

### **Reports**

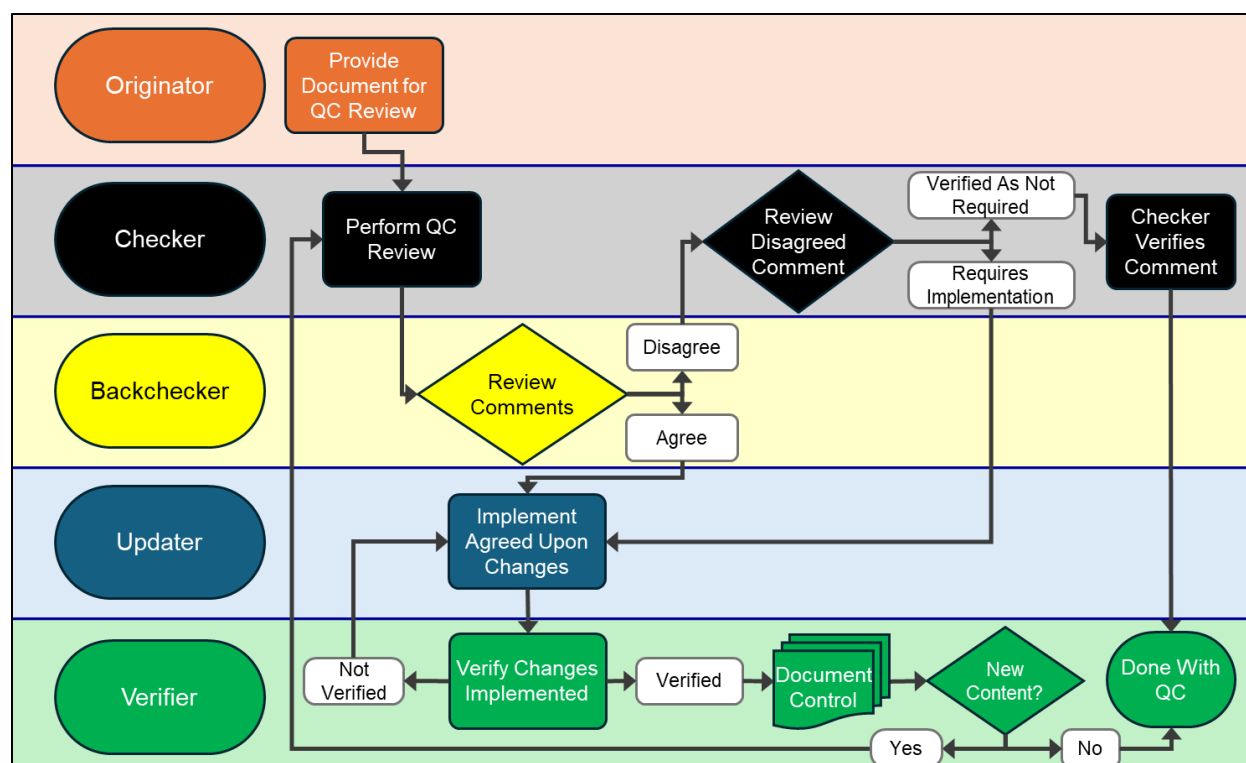
Schaaf & Wheeler will produce technical reports summarizing each analysis or master planning effort. These reports will present the existing system, outline the system's current performance, detail areas currently deficient, list and prioritize improvements, estimate costs for all improvements, and present all technical methodologies and analytical results. Each report will provide a concise overview of the study findings and recommendations in non-technical terms that should provide sufficient information to the general public and City officials outside the engineering field. The report will also supply the technical community with detailed information on each system. Appendices will include model results, improvement figures and detailed cost estimates.

## Management and QA/QC

Efficient project management will play a critical role in providing a quality service that meets the City's needs. This is especially true on an on-call project such as this one that may have a variety of tasks occurring within one contract. Schaaf & Wheeler's project manager, Benjamin L. Shick, PE will be the City's point of contact for the contract. All project staff and subconsultants will report to him, and he will be responsible for coordinating and providing all deliverables to the City. This single point-of-contact approach has proven beneficial on many projects as it was critical to establish a streamlined and reliable communications path.

With experience from several similar projects with the public sector and its processes, Schaaf & Wheeler has developed and will employ several tested tools as part of project management efforts. These procedures and tools will allow us to provide the City with the most effective project management throughout the project.

- **Consistent Communication:** Bi-weekly conference calls allow Schaaf & Wheeler team to communicate with the City's project staff on a consistent, prescheduled basis. This allows City staff to be aware of progress made, needed input, and keeps them involved in the project and decision making. Similar to construction progress meetings, these conference calls are typically very short, providing an update to both parties. If an issue arises, it can be dealt with quickly, limiting the potential impact to schedule and budget. For numerous projects, regular communication between the stakeholders has resolved countless potential issues that could have derailed the project.
- **In-Person Meetings:** While much communication and coordination can occur through digital means, there is a significant benefit of face-to-face meetings. As such, we typically include a kick-off meeting and design review meetings in our scope. This allows for a collaborative workshop environment to guide the project to the end result desired by the City.
- **Dedicated Staffing:** For every on-call services client, Schaaf & Wheeler assigns one project manager and key staff, who learn how the client's system operates. Additional staff are brought in as needed for specific projects. Developing an understanding of how the client's system operates creates efficiencies when working on multiple projects or designing an interim project that must later be expanded. Preliminary designs are more detailed, and schedules are tighter when starting with a clear understanding of how a project fits into the overall system.
- **QA/QC:** For quality assurance and quality control, we have developed a detailed process that includes independent review of the deliverable by an uninvolved engineer with significant experience in the field. The following flow chart details the QA/QC process that Schaaf & Wheeler implements for all client deliverables.



## About Our Subconsultants

### **CORNERSTONE Geotech**

**EARTH GROUP** Cornerstone Earth Group (CEG) integrates geotechnical engineering, environmental services, engineering geology, and construction services to facilitate cost-effective site selection, project design, and site development. Cornerstone is a California C corporation with offices in Sunnyvale and Lafayette. Their staff includes registered civil and geotechnical engineers, registered geologists, certified engineering geologists, certified hydrogeologists, and registered environmental assessors. Cornerstone has completed over 800 public works projects throughout the San Francisco Bay Area and California and has provided geotechnical engineering and environmental consulting services directly and indirectly to numerous Bay Area public agencies. Cornerstone has worked closely with Schaaf & Wheeler on numerous projects, including the Southshore Intake Pump Station Erosion project and the City-Wide Sewer Pump Stations Upgrade project in Alameda.



### **Structural Engineering**

Biggs Cardosa Associates, Inc. (BCA) is an engineering firm that provides structural design, consulting, project management and construction management services. For the past 39 years, BCA has been reshaping California through their innovative and effective design of bridges, transportation structures, and supporting infrastructure facilities. The firm is staffed with over 100 professional and technical personnel. BCA has an office in Sacramento and has completed many projects within the Sacramento area. They have collaborated with Schaaf & Wheeler on projects since 1993, including most recently on include the Calaveras Boulevard Improvement project in Milpitas, the Lower Penitencia Pedestrian Bridge project in Campbell, and the Highway 101 Pedestrian Bridge project at Adobe Creek in Palo Alto.



### Electrical Engineering

TJC and Associates, Inc. (TJCAA) is a certified small business enterprise and a women business enterprise founded in 1998 that provides structural and electrical engineering services. They provide infrastructure design for water and wastewater treatment plants, pump stations, reservoirs/tanks, flood control structures, bridges, and support facilities. Work for this contract will be performed from their Concord and Oakland locations, which staff 24 employees. TJCAA has teamed with Schaaf & Wheeler on many projects, including the Marina Coast Water District A1/A2 Reservoirs and B/C Booster Pump Station project, which addressed several operational issues in its multi-zone potable water distribution system. They also worked together on the City of Oakland Pump Station Improvements project, which provided improvements for the replacement of six pump stations, and the Monterey One Water Coral Street Pump Station Relocation project to develop approaches to relocate critical electrical equipment.



### Survey/Mapping

Kier + Wright Civil Engineers + Surveyors (K+W) was founded in 1972. They have completed more than 100 LEED-Certified projects and have several offices in California, including Livermore, Santa Clara, Sacramento, Gilroy, Manteca, Irvine, Camarillo, and Escondido. They are currently staffed by 215 employees, including 32 registered civil engineers and 14 licensed land surveyors. A majority of the work on this contract will be conducted from their Livermore and Santa Clara offices. K+W has been working with Schaaf & Wheeler since 1997, successfully collaborating on over 150 infrastructure improvement projects together throughout the Bay Area, including the recent Southshore Intake Pump project as well as the Group 5 Pump Station project in Alameda.



### Landscape Architecture

SSA Landscape Architects (SSA), located in Santa Cruz, has been serving the needs of municipalities and public agencies similar to the City of Alameda since 1989. Established and founded by Steven Sutherland, SSA is a fully incorporated, certified small business in the State of California. Their projects aim at maintaining view, preserving the environmental nature of the area, utilizing native and water conserving plant materials, sustainable landscape techniques, such as using a native plant palette and reclaimed water. SSA regularly assists public facilitation and community input, as well as coordination with and obtaining approval from regulatory agencies including Caltrans, Department of Fish and Game and the Coastal Commission and Conservancy. SSA has worked closely with Schaaf & Wheeler on several projects, including most recently the Lower Silver Creek Flood Protection project, which provided flood protection to multiple urban neighborhoods from a 100-year flood event.



## References, Related Experience, and Examples of Work

Schaaf & Wheeler has completed numerous projects similar in size and scope to those that may occur under the City's on-call contract. Examples of those projects are included below, including reference information.



### Client and Contact:

Erin Smith  
Public Works Director  
City of Alameda, PWD  
950 West Mall Square, Rm 110  
Alameda, CA 94501  
(510) 747-7938  
esmith@alamedaca.gov

**Contract Value:** \$733,000

**Construction Cost:** \$7.47M for first 28 stations

**Project Duration:** 2011 – Current

### Team Members:

PM: Benjamin L. Shick, PE  
Staff: Glen M. Anderson, PE; Leif M. Coponen, PE; Charles D. Anderson, PE; Daniel J. Schaaf, PE; Curran L. Price, PE; Joshua T. Vandermeide, EIT; Jonathan F. Ondracek, EIT

### Subconsultants:

TJC and Associates  
Cornerstone Earth Group  
Kier & Wright

### Upgrade of 32 Sanitary Sewer Pump Stations

In 2010, Schaaf & Wheeler completed a condition and reliability assessment of the City of Alameda's 34 sanitary sewer pump stations. The assessments identified reliability deficiencies, existing code violations, safety concerns, and operational issues for each of the stations. Schaaf & Wheeler developed a set of pump station reliability criteria based on the EPA's Administrative Order for Compliance (Administrative Order Docket No. CWA 309(a)-10-005, dated November 18, 2009). Schaaf & Wheeler identified 32 of the 34 pump stations as "high priority pump stations," requiring reliability and/or safety improvements.

In 2011, the City engaged Schaaf & Wheeler to design improvements for 32 of these pump stations. The improvements were designed to satisfy the EPA reliability requirements and correct safety hazards, address code violations, and implement good practices. Schaaf & Wheeler worked with the City to phase the project to meet the City's goals and funding requirements. Group 4 pump stations were constructed in 2021, and Group 5 is currently being designed.

Several challenges were encountered throughout the design process, some of which are identified below with their solutions during our design services:

- Difficult soil conditions, high groundwater: Detailed description of anticipated soil conditions, dewatering requirements, design elements to accommodate the conditions, etc.
- Large project with multiple subconsultants and involved agencies: Maintained routine correspondence, project updates, project management, and detailed project documentation.
- Lack of Easement: Worked closely with the City, surveyor, and property owners to coordinate and obtain a new easement and to minimize impacts to property owners.



### Design of Pump Station Improvements

In order to comply with an administrative order from the EPA, the City of Oakland contracted Schaaf & Wheeler to design improvements to six of the City's seven sanitary sewer pump stations. Designed improvements included the installation of new wet wells or rehabilitation of existing wet wells, installation of new engine generators, new controls, new pumps, new piping/valves, new force mains, bypass pumping connections and necessary site improvements.

#### Client and Contact:

David Ng  
City of Oakland  
250 Frank H. Ogawa Plaza  
Oakland, CA 94612  
(510) 238-7267  
dng@oaklandnet.com

**Contract Value:** \$411,000

**Construction Cost:** \$2M (Phase 1), \$1.4M (Phase 2)

**Project Duration:** 2014 – 2022

#### Team Members:

PM: Charles D. Anderson, PE  
Staff: Benjamin L. Shick, PE;  
Glen M. Anderson, PE; Curran L. Price, PE

#### Subconsultants:

TJC and Associates

The end-goal of the project is to have low maintenance pump stations that the City can certify for compliance with the EPA and RWQCB requirements for reliability. Each of the six stations presented unique location challenges that had to be addressed during the design, including an adjacent creek, a busy roadway in front of a community college, and a neighborhood with sensitive neighbors.

To mitigate these challenges, each station was evaluated for alternative design and construction options to minimize the impact to the surrounding area. For the station next to a creek, strict protection measures were put in place. For the station adjacent to a community college the station location was moved to minimize the amount of work affecting the school. Where neighbors were concerned about the pump station, the rehabilitation was designed to minimize the station's visual impact by reducing equipment size and masking it with landscaping/fencing.

Schaaf & Wheeler also coordinated the project and obtained permits from 10 different agencies during the design process.





### East San Mateo Sanitary Sewer Lift Stations Rehabilitation

Schaaf & Wheeler performed condition assessments, alternatives analysis, and design services for five sanitary sewer lift stations and the associated force mains for the City of San Mateo. Throughout the alternatives analysis, we identified viable options to eliminate two lift stations and extend the adjacent gravity and force main systems. The selected alternative included the following design elements:

- Eliminate and abandon two lift stations;
- Replace four lift stations and their force mains; and
- Extend gravity sewer mains and force mains to accommodate lift station elimination.

Phase 1 of the project was constructed in 2020 and included elimination of one lift station, replacement of one lift station, and installation of a new force main and gravity sewer system. The design of the remaining lift stations, force mains, and gravity sewer systems was completed in 2025.

The work included deep linear excavations within poor soil conditions (Bay Mud) and high groundwater. The project required Caltrans encroachment permits, procurement of new electrical services from PG&E, and environmental permitting.

The design was completed to meet City design preferences and standards as well as to provide station reliability in conformance to the Regional Water Quality Control Board (RWQCB) reliability requirements. Each lift station has the capability to handle peak wet weather flow (PWWF), an automatic alarm and communication system, backup or redundant equipment (pumps, controls, and power supply), and the ability to perform bypass pumping. To adequately meet City standards and reliability requirements, the following main components were proposed regardless of the selected alternatives:

- New wet well and new rail-mounted submersible pumps;
- New valve vault with bypass pumping connection;
- New control panel, electrical service equipment, and sump termination panel; and
- Diesel engine-generator set.

#### Client and Contact:

Laura Webb  
City of San Mateo  
330 W. 20th Avenue  
San Mateo, CA 94403  
(650.522.7322  
lwebb@cityofsanmateo.org

**Contract Value:** \$1M

**Construction Cost:** \$3.3M  
(Phase 1), \$12.4M (Phase 2  
engineer's estimate)

**Project Duration:** 2017 –  
Current

#### Team Members:

PM: Benjamin L. Shick, PE  
Staff: Glen M. Anderson, PE;  
Curran L. Price, PE; Lawrence D.  
Johnson, PE; Jonathan F.  
Ondracek, EIT

#### Subconsultants:

TJC and Associates; Biggs  
Cardosa; Cornerstone Earth  
Group; Kier & Wright; WRA  
Environmental Consultants;  
Subtronic Corporation; Hexagon  
Transportation Consultants, Inc.



### **Shoreway Sewer Design for City of Belmont**

Schaaf & Wheeler assisted the City of Belmont with assessing the feasibility of eliminating the existing sanitary sewer pump station along Shoreway Drive by installing a new deeper gravity sewer main.

The feasibility analysis included detailed topographic surveying, geotechnical investigations, detailed utility investigations, sewer system modeling, and alternative evaluation. As a result, the alternative of constructing a new 13-foot-deep, 15-inch PVC sewer main, demolishing and removing the existing sewer pump station, and re-routing all sewer laterals was selected as the most feasible and economical solution.

Subsequently, Schaaf & Wheeler developed detailed construction documents for the design and provided bid and construction support services.

#### **Client and Contact:**

Bozhena Palatnik  
Associate Civil Engineer  
Department of Public Works  
City of Belmont  
1 Twin Pines Lane  
Belmont, CA 94002  
(650) 595-7463  
bpalatnik@belmont.gov

**Contract Value:** \$129,000

**Construction Cost:** \$1.86M

**Project Duration:** 2017 – 2019

#### **Team Members:**

PM: Benjamin L. Shick, PE  
Staff: Curran L. Price, PE;  
Jonathan F. Ondracek, EIT

#### **Subconsultants:**

Cornerstone Earth Group  
Kier & Wright

Shoreway Drive is located in shallow Bay Mud, high groundwater, congested utilities, heavy traffic, and parallels U.S. 101. Therefore, Schaaf & Wheeler developed detailed construction documents identifying the existing conditions and requirements for excavation, trenching, shoring, dewatering, and backfilling.

The project was successfully designed and constructed within budget and schedule. The project resulted in significant long-term savings by eliminating an existing sewer pump station and reducing the operation and maintenance of the previously undersized flat, sloped sewer mains. Two sewer mains were replaced with one larger and deeper sewer main.

## Appendix A: Resumes

# Benjamin L. Shick, PE

## Vice President



**Benjamin L. Shick, PE** has more than 20 years of experience in water resources infrastructure planning and design of wastewater conveyance systems, water supply and distribution systems, stormwater systems, and pump stations.

Ben has conducted floodplain investigation, shoreline protection studies, drainage studies, channel design and modeling, water rights permitting, wetland analysis and design, small bridge design, infrastructure design, surveying, construction management, and construction quality control testing. He has been involved with all project phases, from initiation to construction document preparation and construction support.

## Selected Project Experience

### Wastewater Systems

Lower Linda Mar  
Rehabilitation and Repair  
Project  
City of Pacifica

2023 Sanitary Sewer  
Rehabilitation Project  
City of Belmont

Frontage Road Force Main  
Replacement  
City of Mill Valley

Basin C Sewer Rehabilitation  
City of San Mateo

Basin E Sewer Rehabilitation  
City of San Mateo

West Valley Logistics  
Sanitary Sewer Pump Station  
City of Fontana

El Camino Drive Sewer  
Rehabilitation  
Town of Corte Madera

FY 2020/21 Sewer  
Assessment and Design  
City of Mill Valley

2020 Sewer Repair and  
Replacement Project

San Rafael Sanitary District

Sanitary Sewer Improvement  
Project  
City of Morgan Hill

Old County Road and El  
Camino Sewer and Storm  
Drain Improvements  
City of Belmont

2020 Sewer Rehabilitation  
Project  
Town of Corte Madera

Woodland Avenue Sewer  
Improvements  
San Rafael Sanitary District

2019 Sewer Repair Project  
City of Mill Valley

El Camino Sewer  
Rehabilitation  
City of San Mateo

FY 2019/20 Force Main  
Appurtenance Project  
Ross Valley Sanitary District

North Road Sanitary Sewer  
Pump Station and Force  
Main  
City of Belmont

### Education

BSCE, Montana State  
University-Bozeman

MSCE, Montana State  
University-Bozeman

### Licenses

Registered Civil Engineer  
California C68813

### Affiliations

American Society of Civil  
Engineers

Floodplain Management  
Association

### Software

AutoCAD, WaterCAD, HEC-  
RAS, HEC-HMS, GeoRAS,  
MOUSE, ArcGIS 9.0

East San Mateo Sanitary  
Sewer Pump Station  
City of San Mateo

Ocean Colony Pump Station  
and Force Main Design  
City of Half Moon Bay

Sewer Main and Water Main  
Replacement  
Mid-Peninsula Water District  
& City of Belmont

Sanitary Sewer Lift Station  
Rehabilitation Design  
City of San Mateo

Wastewater Pump Stations  
Assessment  
Delta Diablo

Sanitary Sewer Rehabilitation  
and Replacement  
Rehabilitation Projects  
City of Belmont

Sanitary Sewer Rehabilitation Project  
City of San Mateo

Force Main Appurtenance Projects  
Ross Valley Sanitary District

On-Call Mechanical Engineering Services for Stormwater Pump Stations  
City of Alameda

Pump Station Improvements Project  
City of Oakland

Northside & Rabello Sanitary Sewer Pump Station Bypass & Meter Relocation  
City of Santa Clara

Sanitary Sewer Pump Station Evaluation and Design  
Town of Hillsborough

Sanitary Sewer Pump Station Evaluation  
Ross Valley Sanitary District

Pump Station Review and Recommendations  
Sewer Authority Mid-Coastside

Cabrillo Avenue Sewer Main Abandonment and Replacement  
City of Santa Clara

Citywide Sanitary Sewer Pump Station Rehabilitation  
City of Fontana

Rehabilitation Design of 32 Sanitary Sewer Pump Station  
City of Alameda

Mariner's Island #5 and #6 Pump Station Replacement  
City of San Mateo

Sanitary Sewer Pump Station Evaluation  
City of Santa Clara

Citywide Sanitary Sewer Pump Station Study  
City of San Mateo

Alameda Sanitary Sewer Pump Station Assessment  
City of Alameda

### Stormwater Planning and Design

Laurel Ave Storm Drain Improvement Project  
City of Larkspur

2022 Storm Drain Improvements  
Town of Corte Madera

Large Full Trash Capture Device Project  
City of Hayward

Storm Drain Pump Station Assessment  
City of Larkspur

MCSTOPP Full Trash Capture Device Project  
City of San Rafael

Old County Road Storm Drain Improvements  
City of Belmont

NEI Stormwater Pump Station Design  
City of Tracy

Storm Drain Pump Station Improvements  
City of Alameda

Los Gamos Storm Drain Alternatives  
City of San Rafael

Storm Drain Rehabilitation Design  
City of Belmont

Livermore Flood Damage Assistance  
City of Livermore

Mechanical Engineering Services  
City of Alameda

Cove Stormwater Pump Station and Collection System Evaluation  
Marin County

Woodside Storm Drain Rehabilitation, Phase I and II  
Town of Woodside

16th Avenue Storm Drain Study  
City of San Mateo

### Water System Design

Trevarno Rd Water Improvements  
City of Livermore

Ralphine Tank Water Quality and Piping Evaluation  
Sonoma Water

Old County Road Water Main Improvements  
Mid-Peninsula Water District

Water Main Replacement  
Mid-Peninsula Water District

Long-Term Capital Needs Assessment  
Caspar Services Company

EI Camino Water and Sewer Replacement  
City of Santa Clara

D&E Reservoir Design and Construction Management  
Marina Coast Water District

Well #10 Rehabilitation  
Marina Coast Water District

Karns Hillside Addition Water System Design  
Jackson Hole, WY

Teton Springs Water System Design  
Teton Springs Real Estate

### Hydrology, Hydraulics, and Floodplain Management

Calwater Tank Overflow Analysis  
City of San Mateo

Airport Flood Protection Project  
City of Livermore

San Tomas Aquino Creek Flood Study  
Santa Clara Valley Water District

San Mateo Bayfront Levee Improvements  
City of San Mateo

Arroyo Mocho & Las Positas CLOMR; EI Charro Specific Plan CLOMR/LOMR  
City of Livermore



# Charles D. Anderson, PE President



**Charles D. Anderson, PE** has nearly 40 years of experience in the areas of flood control and drainage, water supply and distribution, wastewater collection and pumping, surface water hydrology, and groundwater. As a project manager, he is involved in all phases of project management and implementation, from project feasibility to construction document preparation and construction support for a wide range of public and private clients.

Chuck's projects generally have multidisciplinary teams that help policy makers arrive at reliable decisions for protecting communities from flood risk and the threat of climate change, most particularly sea level rise. Having recently completed the Foster City Levee Improvement Project, he is now leading the Millbrae and Burlingame Shoreline Resilience Project and beginning the SAFER Bay Project in Menlo Park.

Chuck demonstrates expertise in watershed and stochastic hydrology, open-channel hydraulics, closed conduit hydraulics, pump station design, and storm drainage. His background also includes pipeline design, storage tank design, pump station design, hydraulic network modeling, wastewater collection including septic systems, sanitary sewer design, pump station design, sanitary sewer modeling, and master planning.

## Education

BCE, Georgia Institute of Technology

MSCE (Water Resource Engineering), Stanford University

## Licenses

Registered Civil Engineer, California C43776

Hawaii 15647

Nevada 11518

Washington 39715

## Affiliations

American Council of Engineering Consultants

American Society of Civil Engineers

Floodplain Management Association

## Selected Project Experience

### Floodplain Management and Infrastructure

West Channel Enhancement  
Google, Inc.

San Francisquito-Adobe  
Creek Flood Study  
Wood Rogers/Valley Water

Miller Creek Floodplain  
Forensics and Testimony  
Marin County/SMART

San Felipe Road Floodplain  
Giacalone Management, Inc.

Foster City Levee  
Improvements  
City of Foster City

Annual Levee Inspection  
City of San Mateo

Millbrae and Burlingame  
Shoreline Resilience Project  
San Mateo County Flood and  
Sea Level Rise Resiliency  
District (OneShoreline)

Downtown West Los Gatos  
Creek Restoration  
Google, Inc.

Berryessa/Penitencia  
Watershed Flood Study  
Wood Rogers/Valley Water

Palo Alto Flood Basin Sea  
Level Rise Impact Study  
Valley Water

Lower Penitencia Creek  
Improvements  
Wood Rogers/Valley Water

Stevens Creek Levee  
Improvements  
City of Mountain View

Colma Creek Floodplain  
Analysis  
City of South San Francisco

Guadalupe River Bridge  
Hydraulics at Railyard Place  
Biggs Cardosa Associates

Upper Llagas Creek Flood  
Protection Project  
Woodard & Curran/Valley  
Water

Permanente Creek Flood  
Protection Project  
Mott MacDonald/Valley  
Water

Stormwater Pump Stations

Chrysler Pump Station  
Rehabilitation (230 cfs)  
City of Menlo Park

Coyote Point and Poplar  
Avenue Pump Station  
Rehabilitation (350 cfs each)  
City of San Mateo

Matadero Creek Storm Water  
Pump Station (390 cfs)  
City of Palo Alto

Design of Gippetti Pump  
Stations, Stormwater and  
Sewer Pump Stations  
RJA & Assoc.

City of Sunnyvale WPCP  
Master Plan  
HDR, Inc.

Northside Pump Station  
Upgrades (180 cfs)  
City of Alameda

San Francisquito Creek  
Storm Water Pump Station  
(300 cfs)  
City of Palo Alto

Baylands Storm Water Pump  
Station No. 1  
City of Sunnyvale

Railroad Avenue OC  
Pumping Plant for Route 4 in  
Pittsburg  
Mark Thomas &  
Company/Caltrans

Freedom Circle Stormwater  
Pump Station (70 cfs)  
City of Santa Clara

Nelo-Victor Stormwater  
Pump Station Rehabilitation  
(200 cfs)  
City of Santa Clara

Rambo Pump Station  
(150 cfs)  
City of Santa Clara

Gianera Pump Station  
City of Santa Clara

Wastewater System Planning  
and Design

Sierra Point Sewage Pump  
Station

City of Brisbane/Wilsey Ham  
Sanitary Sewer Pump Station  
Assessments  
City of Alameda

Rehabilitation of So. San  
Francisco Sewage Pump  
Stations 1, 2, 3, 4, 6, 7 and 8  
City of South San Francisco

South Trunk Relief Line  
City of San Mateo

Sanitary Sewer Disposal  
System and Leachfields for  
Coyote Creek Golf Club  
Castle & Cooke

Purissima Sanitary Pumping  
Station  
Los Altos Hills

O'Keefe Road Sanitary Pump  
Station Relocation  
Biggs Cardosa Inc.

Mariner's Island No. 2  
Sanitary Sewer Pump Station  
City of San Mateo

Stormwater System Planning  
and Design

Diridon Station Area  
Infrastructure Analysis  
HMH Engineers

Warren Avenue Storm Drain  
Assessment  
City of San Mateo

Storm Drain Master Plans  
Half Moon Bay, Santa Clara,  
Milpitas, Alameda, Livermore,  
and San Mateo

Laguna Area Storm Drain  
Analysis  
City of Burlingame

Esplanade Storm Drain  
Outfall Replacement  
Cotton Shires/City of Pacifica

Storm Drain Infrastructure  
Program Management  
City of Belmont

East Laurel Creek Culvert  
Repair and Erosion Control  
City of Belmont

Greenwood Avenue and  
Barroihlet Avenue Storm  
Drain Improvements  
City of San Mateo

Soscol Area Residual  
Drainage Master Plan  
City of Napa

Interior Drainage  
Analysis/LOMR for Lower  
Guadalupe River Project  
CH2M-Hill and SCVWD

Water Supply, Storage, and  
Distribution

Anderson Dam Seismic  
Retrofit Project  
Valley Water

Bear Gulch Reservoir PMF  
California Water Service  
Company

Vista Pump Station and  
Water Tank Improvement  
Town of Hillsborough/CSG  
Consultants

Water System Network  
Modeling, Flow Testing, &  
Fire Flow Calculations  
City of San Jose

Potable wells, storage tanks,  
and water mains for Coyote  
Valley Specific Plan  
City of San Jose

Well Nos. C-20, C-21, C-22,  
and C-23  
City of San Jose

Environmental Planning and  
Restoration

South Bay Shoreline Ecotone  
H.T. Harvey and  
Associates/Coastal  
Conservancy

Climate Change Impact  
Analyses  
Alameda, Foster City, Menlo  
Park, Newark, San Jose, and  
San Mateo

Envision San Jose 2040  
General Plan EIR Hydrology  
and Water Quality  
David J. Powers and Assoc

# Daniel J. Schaaf, PE

## Vice President



**Daniel J. Schaaf, PE** has over 25 years of project experience encompassing the areas of flood control and drainage, surface water hydrology, and physical and numerical modeling. Dan has managed several large hydrology/hydraulics, flood control, and drainage projects.

He is skilled in open-channel hydraulics, coastal and estuary processes, 1D and 2D modeling, urban hydrology, floodplain mapping, and storm drain master planning. He is currently working on implementing modeling projects that integrate pipe and surface flows using sophisticated 2D modeling software. He has performed several FEMA Flood Insurance Studies and Letters of Map Revisions for clients throughout California, Utah, and Arizona.

## Selected Project Experience

### Planning and Design

Guadalupe Quarry Drainage  
Study – Brisbane  
Private Client

Storm Drain Master Plan  
Update  
City of San Mateo

Storm Drain Master Plan  
City of San Leandro

Storm Drain Master Plan  
Marin City

Storm Drain Master Plan  
Santa Cruz County Zone 5

Storm Drain Master Plan  
City of Seaside

Storm Drain Master Plan  
City of Livermore

Storm Drain Master Plan  
City of Carmel

Storm Drain Master Plan  
City of Larkspur

Storm Drain Master Plan  
City of Cupertino

Citywide Flood Control and  
Storm Drainage Master Plan  
City of Mill Valley

Los Gatos Drainage Study  
City of San Rafael

Hermosa Beach Storm Drain  
Master Plan  
City of Hermosa Beach

Marin City Drainage Gaging  
Marin County Flood Control  
and Water Conservation  
District

O'Connor Pump Station  
Improvement Feasibility  
Study  
City of East Palo Alto

Stormwater Master Plan  
City of Mountain View

Alameda Point Storm Drain  
Review  
Alameda Point Partners, LLC

Half Moon Bay Stormwater  
Master Plan & Kehoe Ditch  
Hydraulic Analysis  
City of Half Moon Bay

### Education

BSCE, San Jose State  
University

MSCE (Water Resource  
Engineering), San Jose  
State University

### Licenses

Registered Civil Engineer,  
California C57617, Arizona  
82401, Utah 14191892-2202

### Affiliations

American Society of Civil  
Engineers  
Floodplain Management  
Association

### Software

GeoHEC-HMS, GeoHEC-  
RAS, Flo-2D, MIKE+, MIKE  
11, MIKE 21, MIKE-URBAN,  
EPA SWMM, InfoSWMM,  
XP-SWMM, InfoWorks ICM,  
QUAL2E, RMA-2, RMA-10,  
EPA-Net, ArcPro, Spatial  
Analyst, 3D Analyst,  
AutoCAD, BAHM

Cove Stormwater Pump  
Station Evaluation  
County of Marin

Stormwater Master Plan  
City of Palo Alto

Northside Pump Station  
Design  
City of Alameda, Public  
Works Department

Storm Drain Master Plan and  
Sea Level Rise Study  
City of Alameda



Hydrology and Hydraulics

Diridon Station Flood Design  
Peninsula Joint Powers  
Board

Napa County Bridge  
Replacement Scour Analyses  
County of Napa

BART to Silicon Valley II  
500-year Design  
Valley Transportation  
Authority

King City Golf Course  
January 2023 Flood  
Mitigation  
City of King City

January 2024 Storm Damage  
Repairs  
City of Livermore

East Fork San Luis Obispo  
Creek Hydrology and  
Hydraulics Study  
County of San Luis Obispo

Bear Gulch Reservoir PMF  
Study  
California Water Service  
Company

Dam Failure Studies  
Alameda County Water  
District

Laurel Dam Failure  
Inundation Study  
City of San Mateo

City of Fremont Old Canyon  
Road Bridge Scour Analyses  
City of Fremont

Woodside Water Tank  
Failure Analysis  
California Water Service  
Company

Cove Pump Station Hydraulic  
Study (Tiburon)  
Marin County Public Works

Alameda Sea Level Rise  
Study  
City of Alameda

Hydrologic & Hydraulic Model  
for Zone 7 Watershed  
Zone 7 Water Agency

Greenwood Road Culvert  
Replacement Hydrologic  
Study  
County of Napa

Oakville Cross Road Bridge  
Replacement No-Rise Study  
County of Napa

Groundwater Replenishment  
- Urban Runoff Capture at  
Lake El Estero  
City of Monterey

Review of Hydraulic Model  
for Lower Carmel River  
Carmel Area Wastewater  
District

Pajaro River Breaching  
Alternatives  
County of Santa Cruz

El Charro Specific Plan  
Hydrology Study  
City of Livermore

Napa Sonoma Salt Marsh  
Restoration  
US Army Corps of Engineers

Highway 46/101 Drainage  
Study  
City of Paso Robles

Floodplain Management

El Charro LOMR  
City of Livermore

Colma Creek LOMR  
City of South San Francisco

Monterey County Flood  
Insurance Study Peer Review  
City of Gonzales and City of  
Soledad

Laguna Water Treatment  
Interior Flood Study  
City of Santa Rosa

Laguna Water Treatment  
Flood Protection Study  
City of Santa Rosa

2017 Storm Damage Repairs  
City of Livermore

Napa River LOMR (Oakville)  
Napa County Public Works

Emergency Flood Control  
Strategy

City of Livermore

Livermore Airport Flood  
Protection Planning  
City of Livermore

Dam Break Analyses and  
Inundation Mapping for Little  
Grass Valley, Sly Creek, and  
Lost Creek Dams  
South Feather Water Agency

Bear Gulch Station 46 Tank  
Failure Inundation Study  
California Water Resource  
Company

Silicon Valley BART  
Extension Floodplain Study  
Valley Transit Authority

San Tomas Aquino Flood  
Study  
Santa Clara Valley Water  
District

Flood Analysis and Bayfront  
Levee Wave Analysis  
City of San Mateo

Arroyo Las Positas and  
Arroyo Mocho CLOMR  
City of Livermore

River and Stream  
Enhancement

Arroyo Las Positas Golf  
Course Restoration and  
Flood Control Project  
City of Livermore

Cottonwood Creek Bank  
Stabilization and Geomorphic  
Design  
City of Livermore

Arroyo Mocho at Holmes  
Street Geomorphic Design  
City of Livermore

Livermore Stream  
Management Plan  
City of Livermore

Altamont Creek Oil Removal  
Study  
City of Livermore

Reclamation Ditch Channel  
Study  
Monterey County Water  
Resources Agency

# Curran L. Price, PE

## Senior Engineer



**Curran L. Price, PE** has over 15 years of experience in infrastructure and capital improvement design, including wastewater facilities, water pipelines, flood control, and slope stabilization projects.

Curran has been involved with all phases from project conception to document preparation and construction support. Curran is adept at preparing plans and specifications, performing calculations, cost estimates, and site inspections.

Curran has provided engineering services for sewer mains and water pipelines in Caltrans and railroad right of ways. Curran has completed the design of over 100 constructed projects.

## Selected Project Experience

### Wastewater Systems

Shalako Pump Station  
Rancho Cordova

Prologis Sanitary Sewer  
Pump Station  
Brisbane

Sewer Siphon Cleaning and  
Inspection, Phase 2  
City of Sunnyvale

Lower Linda Mar  
Rehabilitation and Repair  
Project  
City of Pacifica

East Blithedale Rehabilitation  
Project  
City of Mill Valley

Frontage Road Force Main  
Replacement  
City of Mill Valley

Redwood Highway Sewer  
Rehabilitation Project  
Town of Corte Madera

2020 Sewer Rehabilitation  
Project  
Town of Corte Madera

Woodland Avenue Sewer  
Improvement Project  
San Rafael Sanitation District

Pump Station Rehabilitation  
City of Alameda

Sanitary Sewer Rehabilitation  
Projects  
City of Belmont

North Road Pump Station  
Rehabilitation  
City of Belmont

Ocean Colony Sanitary  
Sewer and Force Main  
Rehabilitation Project  
City of Half Moon Bay

Force Main Appurtenance  
Project  
Ross Valley Sanitary District

Shoreway Road Sanitary  
Sewer Replacement  
City of Belmont

Sanitary Sewer and Manhole  
Rehabilitation Project  
City of San Mateo

Basin E Sanitary Sewer  
Rehabilitation  
City of San Mateo

### Education

BSCE, California State  
Polytechnic University,  
Pomona

### Licenses

Registered Professional  
Engineer, California  
C74913

### Certificates

NAASCO PACP, LACP,  
MACP #U-815-07000537

### Affiliations

Redwood Empire ASCE

Sewer Pump Station  
Improvements Project  
Town of Hillsborough

Sanitary Sewer Pump Station  
Rehabilitation Project  
City of Oakland

Sanitary Sewer Main  
Emergency Repair  
City of Half Moon Bay

Sanitary Sewer Pump Station  
Evaluation  
City of Half Moon Bay

Trunk Main Replacement  
Phase 4  
Sonoma

Agua Caliente Creek  
Replacement of Sewer Trunk  
Main with Double Barrel  
Siphon  
Sonoma

Sanitation Local Hazard  
Mitigation Plan  
Sonoma & Guerneville

Lateral Sewer Replacement  
Program  
Occidental

Gloria Meekland Sewer and  
Water Replacement  
Santa Rosa

#### Water Delivery Systems

Sanitary Sewer and Water  
Rehabilitation Project  
City of Belmont & Mid-  
Peninsula Water District

McGill Road Recycled Water  
Pipeline  
Sonoma

Fifth Street East Recycled  
Water Pipeline  
Sonoma

Seismic Hazards Mitigation  
for 48-inch Pipeline at  
Russian River Crossing  
Forestville

Alternative Pipe Material for  
Corrosion Resistance,  
Collector 6 Chlorine Lines  
Forestville

#### Stormwater, Hydrology and Hydraulics, and Floodplain Management

San Pablo Creek Culvert  
Repair Project  
City of Orinda

2023 Storm Drain  
Rehabilitation Project  
City of Larkspur

Stormwater Drainage  
Improvement, Stone Valley  
Middle School  
Alamo

Floodplain Storage Analysis  
for Z-Best Compost Facility  
Santa Clara County

El Camino Real and Old  
County Road Rehabilitation  
Project  
City of Belmont

Storm Drain Improvement  
Project  
City of Belmont

Storm Drain Master Plan

City of Alameda

Storm Drain Master Plan  
City of Carmel

Storm Drain Rehabilitations  
for Deteriorated Culverts  
Town of Woodside

Cove Stormwater Pump  
Station Evaluation  
Marin County

Crest Stormwater Pump  
Station Evaluation  
Marin County

Flood Study Green Valley  
Creek Crossing  
Graton

#### Other Projects

Shoring Systems Design for  
Water Pipelines at 405  
Freeway  
Los Angeles

Soil Nail Wall Design for  
Hyrum Water Tanks  
Provo, Utah

Excavation Design for  
Transbay Transit Center  
San Francisco

Project Management of Soil  
Nail, MSE, and Soldier Pile  
Walls Rambla Vista Dr.  
Malibu

Perimeter Wall Design for  
Protection from Liquefiable  
Soils  
Kaiser Hospital, Redwood  
City

# Lawrence D. Johnson, PE

## Senior Project Manager



**Lawrence D. Johnson, PE** has more than 12 years of experience with hydraulic systems, urban water systems, groundwater hydraulics, open-channel hydraulics, water wells, and GIS applications to water resources. In addition, Larry has extensive knowledge in pump station design and assessment. Larry also has experience in floodplain hydraulics, mapping, CLOMR/LOMR applications, and floodplain impact assessments.

### Selected Project Experience

#### Hydraulics and Hydrology

BART SVBII

VTA/Mott McDonald Wong

Main Street Flood Study

City of Milpitas

Ciolino Trash Capture Design

Mark Thomas/City of Morgan Hill

New Horizons Hydrology

RJA/City of Morgan Hill

16720 Monterey Road Flood Study

RAMCAM/City of Morgan Hill

Tarob Court Flood Study

True Life Company/City of Milpitas

The Crossings at Monterey Flood Study

Hanna Brunetti/City of Morgan Hill

Rancho Vista Flood Study

VVH Consulting/City of San Juan Bautista

Lower Penitencia Creek

Improvements Project  
Wood Rogers/SCVWD

16770 Monterey Road Flood Study

City of Morgan Hill

Laurel Creek Hydraulic

Modeling

City of Hillsdale

Centre Point Drive Flood

Analysis and FEMA

Applications

City of Milpitas

McCandless Drive Flood

Analysis and CLOMR

Appliation

City of Milpitas

KB Homes, Piper Drive

Floodplain Analysis and

FEMA Applications

City of Milpitas

Lennar Homes, 450

Montague Flood Analysis and

FEMA Applications

City of Milpitas

Saratoga Creek Trail

Hydraulics Impacts

City of Santa Clara

Upper Llagas Creek Flood

Protection Project

Santa Clara Valley Water

District

Sanitary Sewer Rehabilitation

Modeling

City of Belmont

#### Education

BSCE, California  
Polytechnic State  
University, San Luis  
Obispo

MSCE California  
Polytechnic State  
University, San Luis  
Obispo

#### Licenses

Registered Civil Engineer,  
California 84183

#### Software

WaterCAD, StormCAD,  
InfoWater, InfoSWMM,  
AutoCAD, ArcGIS, FLO-  
2D, EPANET, EPASWMM,  
HEC-RAS, HEC-HMS,  
HEC1, HEC2

Airport Flood Protection  
Study

City of Livermore

San Tomas Aquino Creek  
Flood Study

SCVWD

Permanente Creek and  
McKelvey Park Pump Station  
Mott MacDonald/SCVWD

Zone 7 Watershed Hydrology  
and Hydraulics

Zone 7 Water Agency

Silicon Valley BART  
Extension Floodplain  
Analysis

Santa Clara Valley  
Transportation Authority

Pump Stations

Redwood Shores SSPS 22  
and 23

City of Redwood City

Paradise SSPS  
Town of Corte Madera

Shoreline IPS Design  
City of Mountain View

Wilson SDPS  
City of Petaluma

PS1 and Soquel SDPS  
City of Santa Cruz

599 Airpark SDPS  
Kier & Wright/ Stockton

Mariposa N4 SDPS  
Kier & Wright/ Stockton

Ferry Point Lift Station  
City of Richmond

Kings Village Sanitary Sewer  
Pump Station Design  
Devcon

Vista Cove Sanitary Sewer  
Pump Station Design  
Sancerra/City of Vallejo

NEI Stormwater Pump  
Station Design  
Kier & Wright/City of Tracy

Napa Logistics Sanitary  
Sewer Pump Station Design  
City of American Canyon

Mountain View Shoreline  
Sewer Pump Station  
Improvements Design  
City of Mountain View

Stanford Codiga Resource  
Center Sewer Pump Station  
Assessment  
Stanford University

Stanford East Campus  
Stormwater Pump Station  
Stanford University

Stanford Lakehouse Pump  
Station Design  
Stanford University

Facebook MPR 29  
Stormwater Pump Design  
Kier & Wright/Facebook

Facebook MPK 22  
Stormwater Pump Design  
Kier & Wright/Facebook

Facebook MPK 21 Pump  
Station Design  
Kier & Wright/Facebook

Infomart Building B Pump  
Station Design  
Kier & Wright/Infomart Data  
Centers

Stevenson Place Mid Pen  
Storm Drain Pump Station  
Design  
Civil Engineering  
Associates/City of Fremont

Wren Avenue / Cambridge  
Place Stormwater Pump  
Stations  
RJA/City of Gilroy

CenterCal "The Veranda"  
Stormwater and Sanitary  
Sewer Pump Station  
Kier & Wright/City of Concord

DCT Industrial Stormwater  
Pump Station  
Kier & Wright/City of Tracy

Santa Clara Square Phase 2  
Stormwater Pump Stations  
Preston Pipelines/City of  
Santa Clara

Sanitary Sewer Pump Station  
& Trunk Alternative Study  
City of Mountain View

Home Ranch Pump Station  
Gipetti Pump Stations  
RJA/City of Gilroy

Bass Lake Sanitary Sewer  
Pump Station Rehabilitation  
CSA 2A and 2B, County of  
Madera

Santa Clara Gateway Pump  
Station Review (2 Pump  
Stations)  
Santa Clara

Watson Ranch Sewer Pump  
Station  
ECSC Corp.

Water Delivery Systems

Reservoir 2 Improvements  
MCWD

Fontenay, Sequoia, Mt.  
Roberta, and El Pueblo Tank  
Improvements  
SVWD

Communications Hill Phase 3  
SJWC/HMH

Watson Ranch Newell  
Booster Station  
CBG/ City of American  
Canyon

Geomax II Onsite Water  
RJA/City of Milpitas

Geomax Onsite Water  
RJA/City of Milpitas

Fairfield Onsite Water  
RJA/City of Fairfield

Piercy Fire Flow Analysis  
Kier & Wright/San Jose

Point Richmond Onsite Water  
Analysis  
RJA/City of Richmond

Memorex Fire Flow Analysis  
HMH/Santa Clara

Evergreen Circle Onsite  
Water Analysis  
Kier & Wright/San Jose

4th and Grant Onsite Water  
Analysis  
Novato

Jones and Oak Onsite Water  
Analysis  
RJA/Walnut Creek

Springhill Suites Fire Flow  
Analysis  
RJA/Pleasanton

San Felipe Ranch Onsite  
Water Surge Modeling  
Morgan Hill

Centre Pointe Building A  
Onsite Water Modeling  
RJA/City of Milpitas

San Aleso Avenue Fire Flow  
Analysis  
RJA/City of Sunnyvale



# Jonathan F. Ondracek, EIT

## Assistant Engineer



**Jonathan F. Ondracek, EIT** has experience in modeling and design for stormwater and wastewater infrastructure projects. He is proficient in running hydraulic models to solve drainage issues and conduct level surveys for small design projects. Jonathan has 7 years of experience working on drainage issues, and sanitary sewer projects with the City of Fort Wayne, Indiana. He also has 8 years of experience working throughout the Bay Area on a variety of projects such as: sanitary sewer pump station rehabilitation projects, storm drain improvements, roadway improvements, and sanitary sewer rehabilitation projects.

### Selected Project Experience

Stormwater Systems Planning and Design

Arroyo Las Positas Flood Mitigation Project  
City of Livermore

Heatherwood Storm Water Pump Station Rehabilitation Project  
City of Larkspur

2023 Storm Damage Repair Project  
City of Livermore

2023 Storm Damage Repairs Project Arroyo Mocho  
City of Livermore

Storm Drain Pump Station Electrical Upgrades  
City of Alameda

Athlone Pump Station Investigation  
City of Atherton

Belmont Storm Drain Improvement Project  
City of Belmont

Little Wolf Creek Culvert Rehabilitation Pipe Replacement Project  
City of Grass Valley

MCSTOPPP/ San Rafael Trash Capture Project  
City of San Rafael

Laurel Avenue Storm Drain Improvements Project  
City of Larkspur

Sandy Tatum Learning Center First Tee Harding Park Project  
City of San Francisco

Pilarcitos Avenue/Kehoe Watercourse Outfall Repair Project  
City of Half Moon Bay

Hydrology & Hydraulics

Los Gamos and Oleander Drainage Study  
City of San Rafael

Wastewater System Planning and Design

On-Call Sanitary Sewer Design  
City of San Mateo

Mill Valley Citywide Sanitary Sewer Assessment and CIP  
City of Mill Valley

2019 Sewer Repair Project  
City of Mill Valley

Education

BSCE, Purdue University, Indiana

Licenses

Registered EIT Indiana

Affiliations

Dale Carnegie Management Training

Software

AutoCAD Civil3d, AutoCAD LT, EPASWMM 5, Mike Urban, ArcGIS

2021 Sewer Repair and Replacement Project  
City of Mill Valley

2024 Sanitary Sewer System Improvements Project  
City of Mill Valley

2020 Sewer Pipe Repair and Replacement  
City of San Rafael

2023 Sewer Pipe Repair and Replacement  
City of San Rafael

Rich & Industrial Sewer Improvement Project  
Town of Corte Madera

2021 Sewer Rehabilitation Project  
Town of Corte Madera

2020 Sewer Rehabilitation Project  
Town of Corte Madera

Citywide Sanitary Sewer Assessment and Capital Improvement Plan

City of Mill Valley

Port of Oakland Seaport  
CCTV Inspection  
Port of Oakland

Tamarind Pump Station  
Improvement  
City of Fontana

2020 Inflow and Infiltration  
Sewer Repair Project  
City of Morgan Hill

FY 2019/20 Force Main  
Appurtenance Project  
Ross Valley Sanitation  
District

Sewer Pump Station  
Improvements – Phase 2  
Town of Hillsborough

North Road Pump Station  
and Force Main  
Rehabilitation Project  
City of Belmont

Building M101 Sanitary  
Sewer Lateral Repair  
Port of Oakland

Industry Pump Station  
Improvement  
City of Fontana

Shoreway Sewer  
Replacement Project  
City of Belmont

Sanitary Sewer Easement  
Rehabilitation Project  
City of Belmont

El Camino Real Sanitary  
Sewer Rehabilitation Project  
City of San Mateo

East San Mateo Sanitary  
Sewer Lift Station  
Rehabilitation Project  
City of San Mateo

Laurie Meadows and  
Woodbridge Lift Station  
Project  
City of San Mateo

Northside and Rabello Flow  
Meter and Force Main  
Appurtenance Project  
City of Santa Clara

Pump Station Facilities  
Repair Project Antioch Pump  
Station Project  
County of Contra Costa

West Valley Logistics Center  
Sanitary Sewer Pump Station  
Project  
City of Fontana

Basin E Sanitary Sewer  
Rehabilitation Project  
City of San Mateo

CAT 5 Sewer Rehabilitation  
Project  
Town of Corte Madera



# Joshua Vandermeyde

## Assistant Engineer



**Joshua Vandermeyde** has more than four years of experience providing design engineering services.

Recently, he worked as a plumbing and fire protection design engineer at Meyers+ Engineers, where he designed systems on Revit and AutoCAD for all phases of design. He has experience in residential, office, education, and lab use buildings, low to high rise.

He has designed efficient routing of plumbing systems, sized pressure and gravity systems to code requirements, and performed calculations to size and select equipment (pumps, water heaters, interceptors, etc.) to fit building load requirements.

Joshua is currently designing storm and sewer improvements for several municipalities in the greater Bay Area. He has completed assessment reports and design documents for these improvements.

### Education

BS, Civil and Environmental Engineering, UC Davis

### Software

ArcGIS, AutoCAD, Bluebeam, Revit

## Selected Project Experience

### Trash Capture

Ukiah Trash Capture Design  
County of Mendocino

Livermore Trash Capture Design  
City of Livermore

### Stormwater Systems

Madera Gardens Storm Improvement  
Town of Corte Madera

Colma Creek Channel Assessment  
County of San Mateo

Pillar Point SD CCTV Evaluation  
County of San Mateo

### Sewer Systems

Madera Gardens Sewer Improvement  
Town of Corte Madera

2023 Sewer Improvement  
San Rafael Sanitation District

Group 5 Sewer Pump Station Improvements  
Alameda Public Works Department

Lower Linda Mar Sewer Improvements  
City of Pacifica



## Nicholas S. Devlin, P.E. Principal Engineer

Nicholas S. Devlin, P.E., Principal Engineer, has over 19 years of experience in geotechnical engineering, and has performed geotechnical investigations for public works, commercial, educational, residential and energy projects throughout the San Francisco Bay Area and California. He also has experience in deep foundations, pavement rehabilitation, excavation shoring and dewatering, soil stabilization, earthwork operations, seismic design, liquefaction analysis, ground improvement, and slope stability.

Nick has been involved in a wide variety of civil and geotechnical engineering projects. Included in his background are the analysis and repair of asphalt concrete pavement, mass grading, building and retaining structures, development of recommendations for open-cut excavations, shoring, dewatering, trenchless installations, jacking criteria, and backfill criteria.

### Relevant Experience

Mr. Devlin's relevant experience includes the following projects.

- Southshore Intake Pump Station Erosion, Alameda
- Sewer Pump Stations Upgrades - Group 5, Alameda
- Sewer Pump Stations Upgrades – Phase 4, Alameda
- Fifth Street Sewer Main Replacement, Morgan Hill
- Leong Drive Water/Sewer Mains Replacement, Mountain View
- Sanitary Sewer Lift Stations Rehabilitation and Replacement at Kehoe Avenue/Kelly Street, Laurie Meadows Drive/Woodbridge Circle, and Los Prados Street/South Norfolk Street, San Mateo
- El Camino Sanitary Sewer Rehabilitation, San Mateo
- Basin E Sanitary Sewer Rehabilitation, San Mateo
- Poplar Pump Station Trash Capture Devices, San Mateo
- Glen Park Pump Station/Tank Facility Improvements, Brisbane
- Ocean Colony Pump Station and Force Main, Half Moon Bay
- Pilarcitos Creek Storm Drain Outfall, Half Moon Bay
- Crestmoor-Lomita Pump Stations, San Bruno
- Shoreway Road Sanitary Sewer Main Replacement, Belmont
- 2015 Storm Drain Improvements, Belmont
- Cherry Creek Water Pump Station, Hillsborough
- Laurelwood/Victor Stormwater Pump Station Renovation, Santa Clara
- North Road Pump Station Rehabilitation, Belmont
- Athlone Terrace Trash Capture, Redwood City

### Education

Master of Science, Geotechnical Engineering, University of California Berkeley, 2011

Bachelor of Science, Civil Engineering, San Jose State University, San Jose, 2006

### Professional Registrations

Registered Civil Engineer:  
No. 75613, State of California

### Professional Organizations

ASCE - American Society of Civil Engineers  
U.C. Berkeley Geotechnical Society

### Recent Professional Education

Cone Penetrometer Testing (CPT) Training (2007)  
APACA Hot Mix Asphalt (HMA) Design Course (2008)  
ASCE Rock and Slope Stability Course (2008)  
AIA Professional Development Certification (2009)

### Availability for This Contract

Approximately 25-75 percent with support by other Cornerstone staff members.



# ANTHONY NOTARO, PE

## Structures Manager, Biggs Cardosa Associates, Inc.

Anthony Notaro joined Biggs Cardosa in 1991, after serving with the U.S. Army Corps of Engineers. He has over 35 years of experience in structural engineering with an emphasis on transportation and infrastructure projects. He has been a Project Manager on numerous projects including new construction, rehabilitation and/or seismic retrofit of various pedestrian, vehicular, and rail bridge structures, retaining wall and soundwall structures, and various hydraulic structures including tanks, pump stations, junction boxes, floodwalls, drainage channels and creek trail facilities.

### REGISTRATION

**Professional Engineer  
(Civil)** CA C51739

### EDUCATION

**B.S. Architectural  
Engineering** California  
Polytechnic State  
University, San Luis  
Obispo

**Engineer Officers Basic  
Course** United States  
Army Corps of Engineers

### YEARS WITH BCA

33

### TOTAL YEARS EXPERIENCE

35

### RELEVANT PROJECT EXPERIENCE

#### Bridge Assessment, Design and Repair

**I-580 WB HOV Widening Project**, Alameda County, CA: Quality Control Engineer for the independent check for the design of five bridge structure widening, one reinforced concrete box culvert extension and numerous retaining walls along I-580 in the cities of Pleasanton and Livermore.

**City-Wide Bridge Assessment**, Palo Alto, CA: Project Manager for the structural assessment of 60 City-owned bridge and culvert structures to assist the City with identifying existing conditions and management of these transportation resources. Project included developing an accurate inventory of the 100 plus bridge and culvert structures within the City of Palo Alto, assessment of 60 bridge and culvert structures not otherwise inspected by Caltrans and identifying and prioritizing recommended mitigations.

**City-Wide Bridge and Culvert Structural Assessment and Rehabilitation**, Mountain View, CA: Project Manager for the structural assessment of forty timber, steel and concrete bridge and box culvert structures along Permanente Creek, Permanente Diversion, and Stevens Creek, including the replacement of one bridge, the upgrade of two reinforced box culvert structures, rehabilitation of a  $\frac{3}{4}$  mile reinforced culvert between California Street and El Camino Real and repair of 16 bridge and culvert structures.

**Old Mountain View - Alviso Road Bridge Replacement (HBP)**, Sunnyvale, CA: Engineering Manager for the replacement of an existing five-span reinforced concrete T-girder bridge over Calabazas Creek. Value engineering includes the use of specialized construction staging to minimize creek impacts, custom PC/PS Voids slab units to support a pair of embedded waterlines and casing, and rapid erection methods to reduce construction durations and costs. *This project received the 2019 APWA Silicon Valley Honor Award and the ASCE SF Section's Bridge Project of the Year.*

**US 101 Pedestrian/Bicycle Overcrossing at Adobe Creek**, Palo Alto, CA: Project Manager for the design of a pedestrian/bicycle overcrossing of US 101 and East and West Bayshore Road in Palo Alto. Approach structures are located in the environmentally sensitive Palo Alto Baylands and cross the confluence of Adobe and Barron Creeks. Value Engineering included elimination of a column within the US 101 median to reduce project costs, impacts to traffic and to streamline Caltrans approvals. *This project received the 2022 Project of the Year Award by the Silicon Valley Bicycle Coalition.*

**City of San Jose On-Call Master Agreement**, San Jose, CA: Project Manager for on-call structural engineering services. The following five task orders were executed for less than 85% of the \$100,000 Master Agreement: Task Order #1 - Union Avenue Box Culvert Extension; Task Order #2 - Lower Guadalupe Flood Protection Project; Task Order #3 - Sanitary Sewer Structures C & D; Task Order # 4 - San Carlos Street Overhead HBP Services; Task Order # 5 - Airport Parkway Bridge at Guadalupe Parkway Seismic Retrofit.



### Storm Water Collection and Flood Control

**Foster City Levee Improvements**, Foster City, CA: Structures Project Manager for the structural design of approximately 8 miles of floodwall and levee improvements to meet FEMA recertification and to provide 100-year storm protection, including future sea-level rise. The project includes over 3 miles of steel sheet pile flood/ retaining walls and over 2.5 miles of cantilever concrete flood walls and segmental block retaining walls. Project improvements also include the modification of an existing lagoon outfall structure and the construction of a boat ramp structure and numerous access points and overlook areas along the Levee Bay Trail. *The Project received a 2024 APWA Silicon Valley Chapter Project of the Year Award, as well as awards from the California Greenways and Construction Management Association of America. (CMMA)*

**San Jose Trash Capture Device Installation Project**, San Jose, CA: Project Manager for the design and construction of below ground reinforced concrete trash capture facility for the collection and removal of trash from storm water. *The Project received a 2019 APWA Silicon Valley Chapter Honor Award and a Commendation Award at the 2019 ACEC Engineering Excellence Awards.*

**Citywide Trash Capture Project Phase 1**, Mountain View, CA: Project Manager for the design and construction below ground reinforced concrete structure to house equipment for the collection and removal of trash from storm water. *Project received a 2019 APWA Silicon Valley Chapter Honor Award.*

**Baylands Pump Station No. 2 Rehabilitation**, Sunnyvale, CA: Project Manager for the structural assessment and rehabilitation of storm water pump station facilities including a masonry mechanical/electrical building, multiple shaft below grade wet well and associated inlet and outlet structures and site retaining walls. *Project received a 2019 APWA Silicon Valley Chapter Honor Award.*

**Lower Silver Creek Flood Protection Project, Reaches 1 and 2**, San Jose, CA: Engineering Manager for flood protection project including design of concrete U-frame channel, trapezoidal channel, bank armoring, hybrid block wall channel lining alternatives and concrete and masonry floodwalls.

**Bayfront Levee Flood Control Improvements**, San Mateo, CA: Engineering Manager for flood control improvements, including floodwalls and headwalls, in Ryder Court Park and along J. Hart Clinton Drive.

**Union Avenue Box Culvert Extension**, San Jose, CA: Engineering Manager for the extension of a multi-cell cast-in-place, reinforced concrete box culvert with warped wingwalls along Ross Creek in support of the City of San Jose's widening of Union Avenue.

**Coyote Point and Poplar Avenue Pump Stations**, San Mateo, CA: Project Manager for rehabilitation and reconfiguration of two storm water pump station facilities at Coyote Point.

### Sanitary Sewer

**South Trunk Sanitary Sewer Relief Line**, San Mateo, CA: Engineering Manager for the design of sanitary sewer junction boxes and miscellaneous structures including non-standard manhole structures, sanitary sewer siphon structures and modifications to existing Caltrans soundwall structures along US 101.

**Kingsridge Sanitary Sewer Line Improvements**, San Mateo, CA: Engineering Manager for landslide repair and mitigation of existing sanitary sewer pipeline along the wooded canyon behind Kingsridge Drive.

**Sanitary Sewer Junction Structure Rehabilitation**, San Jose, CA: Project Manager for the rehabilitation of seven sanitary sewer junction structures.

### Water Supply and Retention

**Aptos Booster Pump Station**, Aptos CA: Project Manager for the structural design of a new masonry and timber framed booster pump station and associated engine generator slab.

**Avalon Pump Station**, Fremont, CA: Design Engineer for the construction services and design review of three pump stations and a 2.75 million gallon water storage tank.

**Batista Water Reservoir**, San Jose, CA: Engineering Manager for the design and construction of a 1.8 million gallon above ground steel water tank, miscellaneous pump station facilities and several site retaining walls.





# FRANCISCO CASTILLO, PE

**Structures Designer**, Biggs Cardosa Associates, Inc.

Francisco Castillo has over 25 years of experience in the design of transportation-related structures including new construction, rehabilitation and/or seismic retrofit of various rail bridge structures, highway bridges, pedestrian bridges, retaining walls and soundwall structures.

## RELEVANT PROJECT EXPERIENCE

**On-Call Structural Engineering for Bridge Structures**, Palo Alto, CA: Project Engineer for structural on-call services related to assessment, repair design, and construction support of city owned bridges, culverts, park facilities and transportation related structures.

**City Wide Bridge and Culvert Structural Assessment (2014)**, Mountain View, CA: Senior Engineer for the structural assessment of forty timber, steel and concrete bridge and box culvert structures along Permanente Creek, Permanente Diversion, and Stevens Creek.

**Napa County – Earthquake Damage Inspection of Infrastructure (2014)**, Napa, CA: Senior Engineer in charge of leading team inspecting 70 bridges and 79 culverts for Earthquake Damage due to the 2014 South Napa Seismic Event.

**Colma Creek Structural Assessment and Mitigation**, South San Francisco, CA: Project Engineer for the structural assessment of approximately 1.5 miles of concrete lined channel along Colma Creek between the South San Francisco BART station and the energy dissipator near Spruce Street.

**San Jose Trash Capture Device Installation Project**, San Jose, CA: Project Engineer for the design and construction of below ground reinforced concrete trash capture facility for the collection and removal of trash from storm water. [The Project received a 2019 APWA Silicon Valley Chapter Honor Award and a Commendation Award at the 2019 ACEC Engineering Excellence Awards.](#)

**Citywide Trash Capture Project Phase 1**, Mountain View, CA: Project Engineer for existing storm drainage system modifications to accommodate a new trash capture device. [Project received a 2019 APWA Silicon Valley Chapter Honor Award.](#)

**Baylands Pump Station No. 2 Rehabilitation**, Sunnyvale, CA: Project Engineer for structural assessment and rehabilitation of storm water pump station facilities including a masonry mechanical/electrical building, multiple shaft below grade wet well, inlet and outlet structures and site retaining walls. [Project received a 2019 APWA Silicon Valley Chapter Honor Award.](#)

**Chrysler Storm Water Pump Station Improvements**, Menlo Park, CA: Senior Engineer for the design and construction of a new reinforced concrete underground wet well structure. The project also includes the design of a reinforced concrete Pump/Motor building supported by the wet well structure and a reinforced concrete Electrical building located adjacent to the wet well.

**Coyote Point & Poplar Avenue Pump Station Replacements**, San Mateo CA: Senior Engineer for the design of a new electrical/generator masonry building and a new reinforced concrete wet well structure supported on piles. In addition, the project included the design of an outfall structure and site retaining walls connected to the wet well.

**Laurelwood Pump Station**, Santa Clara, CA: Senior Engineer for design and construction of the partial replacement of an existing wet well structure along and a new pump station masonry building.

### REGISTRATION

**Professional Engineer  
(Civil)** CA C71678

### EDUCATION

**B.S. Civil Engineering**

University of California,  
Berkeley

**M.S. Structural**

**Engineering** University  
of California, Berkeley

### YEARS WITH BCA

15

### TOTAL YEARS EXPERIENCE

26





#### Education

BS, Electrical Engineering;  
San Francisco State University,  
San Francisco, CA;  
1988

#### Professional Registrations

Electrical:  
CA 13842  
NV 27496  
TX 99727  
Chartered Engineer:  
MIET, UK

#### Professional Certification

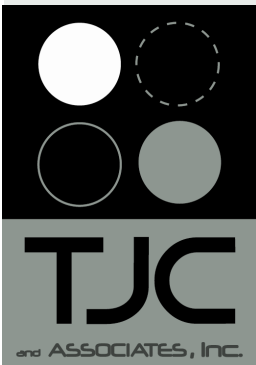
Lean Sigma Green Belt

#### Professional Memberships

- Institute of Electrical and Electronics Engineers

#### Office Address

1111 Broadway  
Suite 300  
Oakland, CA 94607



## Anne M. Broughton, P.E. Senior Electrical Engineer

### Experience

Anne Broughton, a licensed engineer since 1992, has extensive expertise in high, medium, and low-voltage electrical systems, switching station/power plant engineering and construction, and other major capital project engineering. She also has experience in the overall management, design, and construction of oil and gas production and processing, with experience worldwide. Ms. Broughton has a thorough knowledge of project management processes, design, and construction practices. Her specific experience includes the following.

- **Monterey and Seaside Pump Stations Upgrade Project; Monterey One Water, Marina, CA; Project Electrical Engineer.** TJCAA completed the I&C and electrical design for replacement of the 480 Volt electrical equipment, including power distribution, motor control centers, switchgear, variable frequency drives, and controls at two of the main collection system pump station for the Monterey One Water Agency in Marina California at the Monterey and Seaside Pump Stations. TJCAA's work for this project also includes electrical design for replacement of two 1,200 kW standby generators and synchronizing switchgear for the Seaside pump station. New PG&E services were included at both sites to replace existing service equipment that was impacted by the aggressive marine environment at both locations. Detailed planning of the electrical infrastructure and motor controls was required to ensure both pump stations remain operational throughout construction. At Seaside, an external Temporary Electrical and Controls Trailer (TECT) was specified to allow demolition and replacement of the existing equipment and variable speed DC controllers to ensure continuous operation.
- **Lift Station Upgrades; Port of Oakland, CA; Project Manager.** Electrical and I&C design for lift station upgrades distributed across 3 projects. The Port of Oakland is upgrading lift station equipment, including the installation of new pumps, new instrumentation and controls, electrical diagrams, schematics, floats/level transducers, and modifying/adding remote monitoring/alarm notification systems for overflow prevention, safety, and code compliance requirements. Performed site reconnaissance and developed a standardized approach to the upgrades. Design includes replacement of existing control panels, and installation of intrinsically safe barrier equipment, and upgrades to the portable standby generator connection and transfer switch. Providing ESDC.
- **Stormwater Pump Station Rehabilitation; Alameda County Flood Control and Water District, Oakland, CA; Senior Electrical Engineer.** Electrical and I&C design for the Ettie Street and the Lake Merritt Pump Stations. The project includes upgrading pumps and pump controls, interlocking of loads while the station(s) are on standby generator power, coordination with PG&E regarding utility service requirements, removal and replacement of equipment that has reached the end of useful life, and development of construction sequences.
- **Cypress Pump Station; City of Redding, CA; Senior Electrical Engineer.** Design of a permanent pump station to replace the temporary Cypress Pump Station in downtown Redding, adjacent to City Hall. The project includes installation of one 400 hp motor, VFD driven; one 150 hp motor, VFD driven; a 15 kVA dry-type transformer; and air conditioning equipment for a new pump station building. Electrical and I&C design includes the addition of a new utility service drop, new switchboard, and determination of SCADA requirements. Coordination with City of Redding Electrical Utility and Operations staff. An Arc Flash Study will also be completed.

TJC and Associates, Inc.

Anne M. Broughton, P.E.

- **RTP Medium-Voltage Rehabilitation Project; Monterey One Water, Marina, CA; Senior Electrical Engineer.** TJCAA was selected to design replacement of the Regional Treatment Plant (RTP) main distribution system including the PG&E main 21 kV utility service and metering; 21 kV switchgear, protective devices, and feeders; 21 kV–480 V substation transformers; and 480 V distribution and cogeneration switchgear. The design addressed replacement of the existing 21kV and 480 V switchgear with new equipment having modern features including remote operations and mitigation methods for reducing arc flash energy levels. Preliminary work included an electrical inventory and visual condition assessment of the existing distribution equipment, development of alternatives for distribution strategy, equipment enclosures, siting, and constructability considerations including sequence of construction. Lastly, a comprehensive load analysis was performed to establish equipment ratings and compliance with the NEC. TJCAA will be performing Engineering Services During Construction including arc flash analysis of the upgraded distribution system.
- **White Slough Water Pollution Control Facility, Electrical Improvements; City of Lodi, CA; Senior Electrical Engineer.** Upgrade designs for the electrical and plant-wide control system for the majority of plant processes. Project includes new 12 kV and 13.3 kV distribution with new pad-mount distribution transformers, New 480 V main-tie-main source transfer switchgear, new main-tie-main MCCs, allocation of process load trains on split-bus motor control centers, feasibility analysis, and final design for contingency standby power source. Control system upgrades included replacement of end-of-life Rockwell Automation PLC-5 platforms with new CompactLogix units in a highly distributed control topology and connection of new controllers with a new plant-wide, single-mode fiber-optic network backbone and wireless access. Provided ESDC.
- **Stormwater Pump Station Rehabilitation; Marin County Flood Control and Water Conservation District, Novato, CA; Senior Electrical Engineer.** Electrical design services for renovations to an existing stormwater pump station on San Francisco Bay in the Simmons Slough watershed. Final design included PG&E utility coordination including overhead line extension, new utility metering enclosure, outdoor-rated MCC, independent normal and backup pump controls, and provision for a portable standby generator. Due to the aggressive marine environment, NEMA 3RX (outdoor, corrosion-resistant) stainless steel enclosures were specified. Two main breakers connected in series were included to avoid exposing maintenance personnel to high arc flash levels typical at utility main breaker locations. Provided ESDC.
- **Arc Flash Study; Alameda County Water District; 84 Sites in Southern East Bay, CA; Senior Electrical Engineer.** Providing an arc flash hazard analysis for treatment plants, well fields, water production plants, booster stations, distribution and diversion facilities, tanks/reservoirs, regulator stations, and cathodic protection stations. The 84 sites included in this study vary in age, size, and complexity and have electrical distribution ranging from 240 to 2,400 V. Site reconnaissance, SKM PowerTools© modeling for each site, and analysis of existing equipment ratings, protection, device coordination, and arc flash levels. Making recommendations for equipment upgrades and protective device settings to improve coordination and/or reduce arc flash energy and establish documentation. Project work also includes preparation and assistance with installation of arc flash labels by District staff to achieve compliance with NFPA 70E.
- **Alameda and Decoto Reservoirs Improvement Project; Alameda County Water District, Fremont, CA; Senior Electrical Engineer.** Electrical engineering for improvements to reliability, maintainability, and safety for two potable water reservoirs: Alameda Reservoir, a 16.25 MG reservoir built in 1972; and Decoto Reservoir, a 14.55 MG reservoir built in 1964. The Alameda Reservoir design comprises power supplies to new exhaust fans, lighting design for the reservoir interior, I&C design for signals to be sent to the existing SCADA.
- **Ross Booster Station Upgrades; Water Division, Pasadena Water and Power, Pasadena, CA; Senior Electrical Engineer.** Performed electrical, instrumentation, and controls final rehabilitation design including distribution, lighting, remote telemetry, and SCADA for the pump station and equipment, which includes new electrical service from the City of Pasadena, three 60 hp pumps with soft starters with bypass contactors, an MCC, a portable generator connection with associated manual transfer switch, and a new PAC panel. Performed ESDC





#### Education

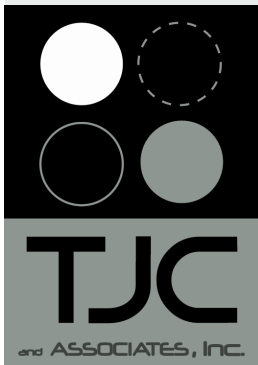
BS, Electrical Engineering; CA Polytechnic State University, San Luis Obispo; 2022

#### Professional Registration

Electrical:  
CA 25327

#### Office Address

1111 Broadway  
Suite 300  
Oakland, CA 94607



## Qiyong (Isabel) Huang, P.E. Electrical Engineer

### Experience

Isabel Huang is an Electrical Engineer who focuses on the evaluation, development, and design of electrical applications and control systems for water and wastewater treatment and infrastructure facilities.

Her extensive experience includes developing single line diagrams (basic design document), sizing calculations for power system upgrades and replacements; developing P&IDs for electrical and I&C upgrades; designing layouts for conduits, circuiting and lighting plans; and performing short circuit/coordination/arc flash studies using SKM power system modeling simulation software. Isabel also provides engineering services during construction (ESDC) support, which includes responding to contractor requests for information, reviewing contractor submittals, resolving challenges, conducting system tests, and other engineering support activities. The specific projects she has worked on include the following

- **RTP Medium-Low Voltage Upgrade Project; Monterey One Water; Marina, CA; QA/QC.** Monterey One Water (M1W) selected TJCAA to design replacement of the Regional Treatment Plant (RTP) main distribution system including Pacific Gas & Electric (PG&E) main 21 kV utility service and metering; 21 kV switchgear, protective devices, and feeders; 21 kV–480 V substation transformers; and 480 V distribution and cogeneration switchgear. Design features included factory-constructed integrated power assemblies, arc flash mitigation technologies, arc-resistant switchgear, switchgear HMI for remote operation and monitoring, seismically rated 3 tiered cable tray bridge from new switchyard to existing distribution points located across a plant roadway, marshalling panels for reconnection of 480V distribution feeders, new controls and monitoring interface to the M1W PlantPAX SCADA platform, new power system controller and 21 kV overhead line extension for integration of other loads and generation sources into a facility-wide microgrid, portable generator connections at ten load centers to facilitate the construction sequence.
- **Oyster Point Pump Station Relocation, City of South San Francisco, CA; Electrical Designer.** Basis of Design Report, electrical engineering, and design documentation for pump station relocation and upgrades to PG&E electrical service. Project included electrical engineering design for a new submersible pump and seven new grinder pumps in various locations around the project site.
- **Lift Station Upgrades; Port of Oakland, CA; Electrical Designer.** Electrical and I&C design for lift station upgrades distributed across three projects. The Port of Oakland is upgrading lift station equipment, including the installation of new pumps, new instrumentation and controls, electrical diagrams, schematics, floats/level transducers, and modifying/adding remote monitoring/alarm notification systems for overflow prevention, safety, and code compliance requirements. Performed site reconnaissance and developed a standardized approach to the upgrades. Design includes replacement of existing control panels, installation of intrinsically safe barrier equipment, and upgrades to the portable standby generator connection and transfer switch.
- **Monterey and Seaside Pump Stations Upgrade Project; Monterey One Water, Marina, CA; Electrical Designer.** TJCAA completed the I&C and electrical design for replacement of the 480 Volt electrical equipment, including power distribution, motor control centers, switchgear, variable frequency drives, and controls at two of the main collection system pump station for the Monterey One Water Agency in Marina California at the Monterey and Seaside Pump Stations. TJCAA's work for this project also includes electrical design for replacement of two 1,200 kW standby generators and synchronizing switchgear for the Seaside pump station. New PG&E services were included at both sites to replace existing service

equipment that was impacted by the aggressive marine environment at both locations. Detailed planning of the electrical infrastructure and motor controls was required to ensure both pump stations remain operational throughout construction. At Seaside, an external Temporary Electrical and Controls Trailer (TECT) was specified to allow demolition and replacement of the existing equipment and variable speed controllers for continuous operation.

- **Sonoma Pump Station Upgrade, Sonoma Water Agency; Sonoma, CA; Electrical Designer.** Electrical and control design for replacing and upgrading the 480V electrical equipment at the influent pump station, focusing on the motor control center (MCC), variable frequency drives (VFDs), and full-speed non-reversing (FVNR) motor starters, which will serve as a bypass for the VFDs, for (5) 85 HP influent pumps and (3) 250 HP effluent pumps. Key tasks include designing a new MCC with necessary protection features, integrating VFDs for optimal pump control, and implementing FVNR starters with safety controls.
- **Arc Flash Study and Electrical System Condition Assessment; City of Pacifica, CA; Electrical Designer.** Short circuit, device evaluation, protective device coordination, and arc flash hazard evaluation studies, conforming with the current NFPA 70E, for the existing electrical systems at the Calera Creek Water Recycling Plant. Data review, field investigations, staff interviews, electrical modeling, and preparation of a *Deficiency and Remediation Report* and *Electrical Arc Flash Hazard Technical Memorandum*.
- **Navajo Booster Station Upgrade; Golden State Water Company, Morongo Valley, CA; Electrical Designer.** I & C and electrical engineering design for pump station improvements including a new electrical system, permanent Southern California Edison electrical service, site exterior and building interior lighting, stationary diesel-engine-driven generator with automatic transfer switch, VFDs for motor control, upgrade of remote monitoring and controls (SCADA) and development of P&IDs. The existing system will be required to remain online until the new system is fully operational. TJCAA will provide bid phase support and ESDC.
- **Ross Booster Station Upgrades; Water Division, Pasadena Water and Power, Pasadena, CA; Electrical Designer.** Development and evaluation of alternatives for providing emergency power and electrical upgrades to a booster pump station constructed in 1958. Evaluation addressed cost, siting, maintenance, power, air quality, noise, and performance. Performed electrical, instrumentation, and controls final rehabilitation design including distribution, lighting, remote telemetry, and SCADA for the pump station and equipment, which includes new electrical service from the City of Pasadena, three 60 hp pumps with soft starters with bypass contactors, an MCC, a portable generator connection with associated manual transfer switch, and a new PAC panel. Performing ESDC.
- **Arc Flash Study; Alameda County Water District, 84 Sites in CA; Electrical Designer.** Providing an arc flash hazard analysis for treatment plants, well fields, water production plants, booster stations, distribution and diversion facilities, tanks/reservoirs, regulator stations, and cathodic protection stations. The 84 sites included in this study vary in age, size, and complexity and have electrical distribution ranging from 240 to 2,400 V. Site reconnaissance, SKM PowerTools© modeling for each site, and analysis of existing equipment ratings, protection, device coordination, and arc flash levels. Making recommendations for equipment upgrades and protective device settings to improve coordination and/or reduce arc flash energy and establish documentation. Project work also includes preparation and assistance with installation of arc flash labels by District staff to achieve compliance with NFPA 70E.
- **David C. McCollom Water Treatment Plant, Stage 4 Centrifuge Addition; Olivenhain Municipal Water District, Encinitas, CA; Electrical Designer.** Design for addition of a second centrifuge and associated ancillary equipment to expand residual handling capacity and improve reliability at a WTP. Preparation of a Preliminary Design Report and final I & C and electrical design for new centrifuge, centrate pumps and tank, polymer feed system, motor controllers, and upgrades to plant SCADA for integrating the new centrifuge controls.
- **Alameda and Decoto Reservoirs Improvement Project; Alameda County Water District, Fremont, CA; Electrical Designer.** Electrical engineering for improvements to reliability, maintainability, and safety for two potable water reservoirs: Alameda Reservoir, a 16.25 MG reservoir built in 1972; and Decoto Reservoir, a 14.55 MG reservoir built in 1964. The Alameda Reservoir design comprises power supplies to new exhaust fans, lighting design for the reservoir interior, and I&C design for signals to be sent to the existing SCADA.



**RYAN AMAYA, PLS**  
**Principal-in-Charge**

Ryan's 27 years of land surveying experience includes surveying and mapping services that have supported the planning and construction of many large-scale developments. As a Principal of K+W's survey department, he both mentors and supports a large team of Senior Surveyors, Project Surveyors, Survey Technicians, Survey Coordinators, and Drafters. He is well-known for providing surveying and mapping expertise for regional developments. Ryan has also lead teams on many complex master plan projects such as the Pathline Park planned development in Sunnyvale, Coleman Highline in San Jose, Levi's Stadium in Santa Clara, and the dozens of ongoing K+W high-rises in downtown San Jose.

**Licenses + Registrations**  
PLS, California

**Years Experience**  
27

**PROJECT EXPERIENCE**

**On-Call Municipal Utility  
Surveying Services, Alameda, CA**  
Alameda Municipal Power

**South Loop Road Land Title  
Survey, Alameda, CA**  
srnERNST

**Alameda Group Pump Station,  
Alameda, CA**  
Schaaf + Wheeler

**City of Sunnyvale On-Call,  
Sunnyvale, CA**  
City of Sunnyvale

**Pathline Park, Sunnyvale, CA**  
Irvine Company

**Mass Timber, Sunnyvale, CA**  
Google

**Platform 16, San Jose, CA**  
Devcon

**Century Towers Transit-Oriented  
Development, San Jose, CA**  
Barry Swenson Builders

**CityView, San Jose, CA**  
Jay Paul

**Block H High-Rise, San Jose, CA**  
Westbank

**255 W. Julian High-Rise,  
San Jose, CA**  
Westbank

**Coleman Highline, San Jose, CA**  
Devcon

**Parkline Master Plan,  
Menlo Park, CA**  
Lane Partners

**Commonwealth Office  
Development, Menlo Park, CA**  
Sobrato Company

**Shoreline Area Protection +  
Enhancement Project,  
Millbrae-Burlingame, CA**  
Schaaf + Wheeler

**Applied Materials Campus,  
Sunnyvale, CA**  
RMW

**ISI Kifer Campus, Santa Clara, CA**  
Intuitive Surgical

**Industrial Warehouse  
Development, San Jose, CA**  
LBA

## DEAN JURADO, PLS

### Associate | Project Manager

Dean Jurado has 39 years of land surveying experience. Specialties include on-call map-checking for municipal agencies, topographic surveys, and ALTA surveys. Particular areas of expertise include right-of-way surveys, records of survey, well surveys, boundary resolutions and condominium maps. He is currently an acting town surveyor for the Town of Los Gatos and an acting city surveyor for Milpitas, Dublin, and Burlingame. In late 2019, Dean served as the interim county surveyor for the Alameda County Public Works Agency.



## PROJECT EXPERIENCE

**City of Alameda On-Call,  
Alameda, CA**  
City of Alameda

**On-Call Municipal Utility  
Surveying Services, Alameda, CA**  
Alameda Municipal Power

**Zone 7 Line Repairs: J-1 and F; J  
and J-6, Dublin, CA**  
Alameda County Zone 7  
Water Agency

**Alameda Creek + Arroyo de la  
Agua at Hwy. 84 Right-of-Way  
Survey, Sunol, CA**  
Alameda County Zone 7  
Water Agency

**City of Antioch On-Call,  
Antioch, CA**  
City of Antioch

**On-Call Map-Checking,  
Dublin, CA**  
City of Dublin

**On-Call Map-Checking,  
Milpitas, CA**  
City of Milpitas

**On-Call Map-Checking,  
Burlingame, CA**  
City of Burlingame

**On-Call Map-Checking,  
Los Gatos, CA**  
Town of Los Gatos

**City of Sacramento On-Call,  
Sacramento, CA**  
City of Sacramento

**Downtown Specific Plan  
Improvements, Livermore, CA**  
City of Livermore

**D Street 3D Scanning,  
Hayward, CA**  
Alameda County Public Works

**International Park of Commerce,  
Tracy, CA**  
Prologis

**Dermody Arch Road  
Logisticcenter Phase I + II,  
Stockton, CA**  
Dermody Properties

**ATL Survey for Parcel 2,  
Stockton, CA**  
Seefried Industrial Property

**Licenses + Registrations**  
PLS, California

**Years Experience**  
39





# STEVE SUTHERLAND, ASLA,

## PRINCIPAL - SSA Landscape Architects, Inc.

Steve established SSA in 1989. As Principal-in-Charge he has focused on projects that will have lasting and positive impacts on communities. Working with citizens, public agencies, and consultants to develop designs and plans that meet a community's special need is the most inspiring work for him. His ability to develop consensus between diverse groups and identify the most logical and common sense solution has contributed to SSA's success. Steve has a unique ability to visualize a project beginning with the "big picture" and incorporating his knowledge and understanding of the many small technical details inherent in every project to arrive at the most advantageous solutions.

### Education

University of California, Berkeley  
*Certificate in Landscape Architecture*

Butte Community College  
*Ornamental Horticulture*

### Professional Licensure & Certification

Professional Landscape Architect  
*California, #2805*

Licensed Landscape Contractor  
*California, #407136*

### Professional Organization

*Vice President, 2013-2015* State Board  
Development &  
Operations

*President, 2010-2012*  
CPRS District VI

*President Elect, 2009-2010*  
CPRS District VI

*Vice President, 5 terms*  
CPRS District VI

### Project Experience

#### Xabatin Park

*Lakeport, California*

Community Workshops, Master Planning, Design, Construction Documents and Specifications, and Construction Administration

#### Heart of Soquel Plaza Park and Parkway

*Soquel, California*

Community Workshops, Design, Construction Documents and Specifications, and Construction Administration. The parkway was completed in 2020.

APWA Monterey Bay 2022 Project of the Year for Public Works

#### Chanticleer Park

*Santa Cruz, California*

Community Workshops, Master Planning, Design, Construction Documents and Specifications, and Construction Administration  
APWA Monterey Bay 2022 Project of the Year for Public Works

#### Red Morton Park Magical Bridge Playground

*Redwood City, California*

Community Workshops, Master Planning, Design, and Construction Administration playground in collaboration with the Magical Bridge Foundation, including picnic area, parking, and right-of-way improvements.

2021 CPRS Award of Excellence

#### Sherwood Park Master Plan

*Paso Robles, California*

Community Workshops, Master Planning, Design, Construction Documents and Specifications, and Construction Administration



# BRIANA COX, ASLA, PLA

## ASSOCIATE PRINCIPAL- SSA Landscape Architects, Inc.

Briana has taken the lead and assisted our team on a wide variety of projects. She enjoys the challenges each project poses. Briana's varied interests, from urban design to sustainable design and materials, have contributed to her holistic view of the field of landscape architecture. With 16 years of experience, she is a thoughtful project manager and talented designer. A majority of her responsibilities include site analysis, design, document production, construction administration and public work- shops.

### Project Experience

#### Red Morton Park Magical Bridge Playground

*Redwood City, California*

Community Workshops, Design, Construction Documents and Specifications, and Construction Administration  
2021 CPRS Award of Excellence

#### Chanticleer Park

*Santa Cruz, California*

Community Workshops, Master Planning, Design, Construction Documents and Specifications, and Construction Administration APWA Monterey Bay 2022 Project of the Year for Public Works

#### Wyandotte, Evandale, and Mora Parks

*Mountain View, California*

Community Workshops, Design through Construction Documentation and Cost Estimating Specifications

#### Sunnyvale Playground Renovations 2021

*Sunnyvale, California*

Conceptual Design through Construction Administration for Several City Park Renovations

#### Seven Seas Park

*Sunnyvale, California*

Community Workshops, Design, Construction Documents and Specifications, and Construction Administration  
CPRS 2016 Award of Excellence  
APWA 2016 Project of the Year for Environment & Parks

#### Heart of Soquel Plaza Park and Parkway

*Soquel, California*

Community Workshops, Design, Construction Documents and Specifications, and Construction Administration. APWA Monterey Bay 2022 Project of the Year for Public Works

### Education

California Polytechnic University,  
San Luis Obispo  
*Bachelor of Science,  
Landscape Architecture*

### Professional Licensure & Certification

Professional Landscape Architect  
*California #6158*

LEED Accredited Professional,  
*Building Design + Construction,  
Green Building Certification  
Institute*

### Professional Organizations

ASLA Member  
USGBC Member

# Appendix B: Billing Rates



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## Schaaf & Wheeler Hourly Charge Rate Schedule

### Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current hourly rates by classification are listed below:

<b>Classification</b>	<b>Rate/Hour</b>
Principal Project Manager	\$305
Senior Project Manager	\$280
Senior Engineer	\$255
Associate Engineer	\$225
Assistant Engineer	\$205
Junior Engineer	\$190
Designer	\$180
GIS Analyst	\$180
Technician	\$165
Engineering Trainee	\$140

### Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

### Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

### Escalation Rate

Hourly rates by classification are anticipated to increase by a rate of 3% annually.

Effective 1/1/25

## Prevailing Wage Hourly Fee Rates and Equipment Charges

Through December 31, 2025 (w/3% increase through June 30, 2026)

### Professional Staff

Staff	\$199
Senior Staff	\$227
Project Manager	\$250
Senior Project Manager	\$273
Principal	\$315
Senior Principal	\$350

### Construction and Support Staff

Administrative Assistant	\$125
Engineering Technician I	\$199
Construction Services Administrative	\$180
Engineering Technician II	\$199
Technical Illustrator	\$180
Supervisory Technician	\$199
Senior Supervisory Technician	\$210

Professional Technical Staff includes Engineers, Geologists, Hydrogeologists, Chemists, and Scientists. Charges for personnel will be made in accordance with the above rates. For field personnel, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Equipment Charges		Geotechnical Laboratory Tests		
Vehicle			Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Nuclear Density Gauge	\$31 per hour \$13 per test			
GPS Unit	\$100 per day	Compaction Curve	\$370 each	\$555 each
Hand Auger Equipment	\$100 per day	Compaction Check Point	\$180 each	\$285 each
Dust Meter (3)	\$475 per day, \$1,475 per week, \$4,125 per month, cellular connectivity \$515 per month per meter	Plasticity Index	\$270 each	\$405 each
PID ppm <sub>v</sub> / 4 Gas Meter	\$140 per day, \$800 per week, \$2,000 per month	Sieve/Hydrometer	\$270 each	\$408 each
PID ppbv	\$180 per day, \$650 per week, \$2,200 per month	Moisture Content	\$10 each	\$12 each
Weather Station	\$100 per day, \$250 per week, \$740 per month	Moisture/Density	\$35 each	\$53 each
Benkelman Beam	\$175 per day, \$750 per week, \$2,800 per month	- #200 Wash	\$70 each	\$80 each
Double Ring Infiltrometer	\$100 per day	Sieve < ¾ inch Liner (small)	\$150 each	\$225 each
Dynamic Cone	\$100 per day	Sieve > ¾ inch Bucket (Large)	\$225 each	\$330 each
Pressure / Velocity Gauge	\$90 per day, \$300 per week, \$800 per month	Lime Stability	\$400 each	\$600 each
VIMS Blower Equipment	\$350 per day	Consolidation	\$450 each	
Depth Sounder	\$50 per day	Soil Corrosion Testing	\$250 each	\$375 each
ADMP Monitoring Kit (1)	\$150 per day, \$360 per week, \$840 per month			
Liner and Two Caps	\$12 each			
Core N One Sampler	\$50 each triplicate sample			
Modeling Software	\$25 per hour			
Drone	\$250 per day			

### Direct Expenses

Reimbursement for the direct expenses listed below incurred in connection with the Work will be billed at cost plus 18 percent.

- 1) Drillers, utility locators, laboratories, contractors, hygienists, and consultants
- 2) Rented vehicles, public transportation, tolls, and air flights
- 3) Permits and special fees, insurances and licenses required to perform Work
- 4) Computer programs and rented field equipment
- 5) Large volume copying of project documents
- 6) Maps, photographs, and environmental databases
- 7) Overnight or same day delivery charges
- 8) Copying or production of over-sized figures and plans

If personnel are assigned to a project 100 miles or more from an office, \$175 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at \$100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded.

### Payment

Payment for Work completed is due upon receipt of Cornerstone's statement. Fixed fee or lump sum services will be billed for the agreed fixed fee. A service charge of 1.5 percent per month will be charged on accounts not paid within 30 days.

### Prevailing Wage

Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws.

**BIGGS CARDOSA  
ASSOCIATES INC**  
STRUCTURAL ENGINEERS

865 The Alameda  
San Jose, CA 95126-3133  
Telephone 408.296.5515

**CHARGE RATE SCHEDULE**

Senior Principal	\$347.00
Principal	\$305.00
Associate	\$278.00
Engineering Manager	\$252.00
Senior Engineer	\$226.00
Project Engineer	\$210.00
Staff Engineer	\$194.00
Assistant Engineer	\$179.00
Junior Engineer	\$163.00
Senior Computer Drafter	\$184.00
Computer Drafter	\$163.00
Junior Computer Drafter	\$147.00
BIM/Visualization Specialist	\$184.00
Project Administrator	\$221.00
Project Coordinator	\$174.00
Secretarial Administrative Services	\$137.00
Construction Manager	\$305.00
Senior Structural Representative	\$263.00
Structural Representative	\$236.00
Assistant Structures Representative	\$189.00
Senior Bridge Inspector	\$236.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%

The rates shown are valid from July 1, 2025 thru June 30, 2026, and subject to  
periodic increases starting July 1, 2026





**TJC and Associates, Inc.**  
**Schedule of Hourly Rates and Costs**  
**July 1, 2025 through June 30, 2026**

<b>Labor</b>
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**Engineer**

Level 20 (E20)	\$370.00 / hour
Level 19 (E19)	\$356.00 / hour
Level 18 (E18)	\$342.00 / hour
Level 17 (E17)	\$329.00 / hour
Level 16 (E16)	\$315.00 / hour
Level 15 (E15)	\$302.00 / hour
Level 14 (E14)	\$288.00 / hour
Level 13 (E13)	\$275.00 / hour
Level 12 (E12)	\$261.00 / hour
Level 11 (E11)	\$247.00 / hour
Level 10 (E10)	\$234.00 / hour
Level 9 (E9)	\$220.00 / hour
Level 8 (E8)	\$207.00 / hour
Level 7 (E7)	\$193.00 / hour
Level 6 (E6)	\$180.00 / hour
Level 5 (E5)	\$166.00 / hour
Level 4 (E4)	\$152.00 / hour
Level 3 (E3)	\$139.00 / hour
Level 2 (E2)	\$126.00 / hour
Level 1 (E1)	\$112.00 / hour

**CAD**

Level 10 (C10)	\$215.00 / hour
Level 9 (C9)	\$201.00 / hour
Level 8 (C8)	\$188.00 / hour
Level 7 (C7)	\$175.00 / hour
Level 6 (C6)	\$161.00 / hour
Level 5 (C5)	\$148.00 / hour
Level 4 (C4)	\$134.00 / hour
Level 3 (C3)	\$121.00 / hour
Level 2 (C2)	\$107.00 / hour
Level 1 (C1)	\$ 94.00 / hour

**Administrative**

Level 16 (A16)	\$184.00 / hour
Level 15 (A15)	\$173.00 / hour
Level 14 (A14)	\$162.00 / hour
Level 13 (A13)	\$151.00 / hour
Level 12 (A12)	\$140.00 / hour
Level 11 (A11)	\$129.00 / hour
Level 10 (A10)	\$118.00 / hour
Level 9 (A9)	\$106.00 / hour

<b>Reimbursable Expenses</b>
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Auto Mileage	Standard set by IRS
Outside Services	Cost + 10%
Materials and Other Expenses	Cost + 10%



KIER+WRIGHT

# HOURLY RATE SCHEDULE

Effective February 24, 2025 through June 30, 2026

Principal .....	\$ 325.00 / Hour
Development Services Manager .....	\$ 305.00 / Hour
Associate .....	\$ 275.00 / Hour
Structural Engineering Manager .....	\$ 260.00 / Hour
Technical Manager (SME) / Senior Engineering Manager .....	\$ 260.00 / Hour
Senior Engineer .....	\$ 249.00 / Hour
Engineer III .....	\$ 228.00 / Hour
Engineer II .....	\$ 198.00 / Hour
Engineer I .....	\$ 160.00 / Hour
Engineering Tech III .....	\$ 208.00 / Hour
Engineering Tech II .....	\$ 189.00 / Hour
Engineering Tech I .....	\$ 153.00 / Hour
Project Coordinator III .....	\$ 150.00 / Hour
Project Coordinator II .....	\$ 137.00 / Hour
Project Coordinator I .....	\$ 129.00 / Hour
Senior Land Surveyor .....	\$ 255.00 / Hour
Senior Survey Construction Manager .....	\$ 255.00 / Hour
Survey Operations Coordinator .....	\$ 225.00 / Hour
Project Surveyor III .....	\$ 228.00 / Hour
Project Surveyor II .....	\$ 185.00 / Hour
Project Surveyor I .....	\$ 158.00 / Hour
Draftsman / Survey Tech III .....	\$ 178.00 / Hour
Draftsman / Survey Tech II .....	\$ 152.00 / Hour
Draftsman / Survey Tech I .....	\$ 132.00 / Hour
3D Laser Scanning Crew .....	\$ 444.00 / Hour
3-Man Survey Crew .....	\$ 467.00 / Hour
2-Man Survey Crew .....	\$ 367.00 / Hour
1-Man Survey Crew .....	\$ 227.00 / Hour
Engineering / Survey Intern .....	\$ 90.00 / Hour
Testimony (Trial or Deposition) .....	\$ 589.00 / Hour

*All blueprinting and reproduction will be billed at cost plus 10%.*

*Time spent for preparation for testimony will be billed in accordance with the above hourly rates.*

**EXHIBIT B****STANDARD BILLING RATE SCHEDULE**

Effective through December 31, 2025

**PROFESSIONAL SERVICES**

Principal Landscape Architect	\$276.00/Hour
Associate Principal	\$259.00/Hour
Senior Project Manager	\$249.00/Hour
Project Manager II	\$232.00/Hour
Project Manager I	\$208.00/Hour
Senior Landscape Architect	\$198.00/hour
Job Captain/Landscape Architect II	\$185.00/Hour
Landscape Architect I	\$177.00/Hour
Landscape Designer III	\$172.00/Hour
Landscape Designer II/AutoCAD Technician	
\$168.00/Hour Landscape Designer I	\$158.00/Hour
Staff Clerical/Administrative	\$123.00/Hour

**REIMBURSABLE EXPENSES**

Subconsultants

Direct Billing x 1.10

In-House Office Services: As listed below x 1.10

**Plotting:**

Color Bond	\$4.65/sf
Black & White Bond	\$2.95/sf
Vellum	\$4.55/sf
Mylar	\$10.50/sf

**Transparencies:**

Color	\$3.25/each
Black and White	\$2.25/each

**Color Laser Prints:**

8.5 x 11	\$.65/each
11 x 17	\$.95/each

**Blueprints:**

24 x 36	\$2.00/each
30 x 42	\$2.50/each

**Black & White Laser Prints:**

8.5 x 11	\$.10/each
11 x 17	\$.15/each

**CD Media:**

CDR	\$6.00/each
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Outside Reimbursable Expenses:

Reproduction, photography, shipping and  
postage,  
miscellaneous expenses

Direct Cost x 1.10

Travel:

Mileage Round Trip from SSA office

Current IRS Rate

Other travel expenses

Direct Cost x 1.10



**EXHIBIT B****STANDARD BILLING RATE SCHEDULE**

Effective through December 31, 2026

**PROFESSIONAL SERVICES**

Principal Landscape Architect	\$287.00/Hour
Associate Principal	\$269.00/Hour
Senior Project Manager	\$259.00/Hour
Project Manager II	\$241.00/Hour
Project Manager I	\$216.00/Hour
Senior Landscape Architect	\$204.00/hour
Job Captain/Landscape Architect II	\$192.00/Hour
Landscape Architect I	\$184.00/Hour
Landscape Designer III	\$179.00/Hour
Landscape Designer II/AutoCAD Technician	\$174.00/Hour
Landscape Designer I	\$164.00/Hour
Staff Clerical/Administrative	\$128.00/Hour

**REIMBURSABLE EXPENSES****Subconsultants**

Direct Billing x 1.10

**In-House Office Services: As listed below x 1.10****Plotting:**

Color Bond	\$4.84/sf
Black & White Bond	\$3.07/sf
Vellum	\$4.73/sf
Mylar	\$10.92/sf

**Transparencies:**

Color	\$3.38/each
Black and White	\$2.34/each

**Color Laser Prints:**

8.5 x 11	\$.68/each
11 x 17	\$.99/each

**Blueprints:**

24 x 36	\$2.10/each
30 x 42	\$2.60/each

**Black & White Laser Prints:**

8.5 x 11	\$.11/each
11 x 17	\$.16/each

**CD Media:**

CDR	\$6.25/each
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**Outside Reimbursable Expenses:**

Reproduction, photography, shipping and postage, miscellaneous expenses

Direct Cost x 1.10

**Travel:**

Mileage Round Trip from SSA office

Current IRS Rate

Other travel expenses

Direct Cost x 1.10

## Appendix C: Contract Exceptions

Schaaf & wheeler has reviewed the City's Sample Agreement and is willing to comply with the Proposed agreement Terms.

We have one minor exception as listed below:

RECITALS:

C. Provider is ~~specialy~~ trained, experienced and competent to perform the ~~special~~ services which will be required by this Agreement.



SCHA&amp;WH-01

SUMMANR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2025

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

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

<b>PRODUCER</b> License # 0E67768 <b>IOA Insurance Services</b> 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	<b>CONTACT NAME:</b> Jessica McDonald <b>PHONE (A/C, No, Ext):</b> (925) 918-4535 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Jessica.McDonald@ioausa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> RLI Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
<b>INSURED</b>  <b>Schaaf &amp; Wheeler, Consulting Civil Engineers</b> 4699 Old Ironsides Drive, Suite 350 Santa Clara, CA 95054	<b>NAIC #</b> 13056	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0001578	6/6/2024	6/6/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002442	6/6/2024	6/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0001370	6/6/2024	6/6/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0001278	12/11/2023	6/6/2025	<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 Liab.			RDP0054869	6/6/2024	6/6/2025	Per Claim 5,000,000
A	Professional Liab.			RDP0054869	6/6/2024	6/6/2025	Aggregate 5,000,000

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

RE: Job No. APWD.22.21

All operations of the Named Insured, including the aforementioned project.

General Liability: The City of Alameda, its City Council, boards, commissions, officials, employees, authorized agents, and authorized volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.

Hired & Non-Owned Auto Liability includes Blanket Additional Insured and Blanket Waiver of Subrogation, as required by written contract. NOTE: No company-owned vehicle.

Workers' Compensation: Waiver of Subrogation is in favor of The City of Alameda, its City Council, boards, commissions, officials, employees, authorized agents, and authorized volunteers, as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Alameda 2263 Santa Clara, Ave. Alameda, CA 94501	Initial LC 5/12/2025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Policy Number: PSB0001578

RLI Insurance Company

Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

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

## **RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

**1. C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

**2.** The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

**3.** The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

**4.** The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSA0002442

RLI Insurance Company

Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

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

## **RLIPack® BUSINESS AUTO ENHANCEMENT**

### **SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT**

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM

### A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

### B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

### C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

### D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

### E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. 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 by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

### F. Fellow Employee Coverage

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

### G. Auto Loan Lease Gap Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the “loss”;



- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

#### H. Glass Repair – Waiver Of Deductible

### SECTION III – PHYSICAL DAMAGE COVERAGE,

#### D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

#### I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

#### J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:

- (a) \$60,000
- (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:

- (a) Any “auto” that is hired, rented or borrowed with a driver; or
- (b) Any “auto” that is hired, rented or borrowed from your “employee”.

#### K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
- (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

#### L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

##### f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

## M. Temporary Transportation Expenses

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions**, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

### a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

## N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

## O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

## P. Amended Insured Contract Definition – Railroad Easement

**SECTION V – DEFINITIONS** paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
  - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

## Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

**SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions**, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

#### **R. Notice Of And Knowledge Of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss**, subparagraph a. is deleted and replaced with 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" or "loss" including:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

#### **S. Unintentional Errors Or Omissions**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### **T. Towing Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - a. All labor must be performed at the place of disablement; and
  - b. If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 03 06**  
**(Ed. 4-84)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Schaaf & Wheeler, Consulting Civil Engineers	Policy No. PSW0001278 Insurance Company RLI Insurance Company
	Countersigned By <u>Reno Caldwell</u>

**IL N 018 01 22**

## **CALIFORNIA FRAUD STATEMENT**

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Policy Number: PSE0001370



## NOTICE TO OUR INSURED AND THEIR AGENTS OF OUR CLAIM NOTIFICATION PROCEDURE

As part of our continuing effort to provide you with the best service available,  
ALL CLAIMS, OCCURRENCES, INCIDENTS, LAWSUITS  
under this policy are to be reported immediately to:

**RLI Insurance Company  
P.O. Box 3961  
9025 N. Lindbergh Drive  
Peoria, IL 61612-3961**

**Phone: (877) 863-5095**

**Fax: (877) 863-4352**

**Email: [new.claim@rlicorp.com](mailto:new.claim@rlicorp.com)**

ALL LOSSES must be reported in the usual manner as well, to your AGENT or  
BROKER.

Below is a "cut-out" card to keep in your wallet or with your business papers.

We pledge to continue upgrading our services to our valued policyholders.

Sincerely,

A handwritten signature in cursive script that reads "Robert S. Handzel".

Robert S. Handzel  
Vice President, Chief Claim Officer

CUT ALONG DOTTED LINE

Insured: Schaaf & Wheeler, Consulting Civil En

Policy No: PSE0001370

**RLI Insurance Company**

**P.O. Box 3961**

**9025 N. Lindbergh Drive**

**Peoria, IL 61612-3961**

**Phone: (877) 863-5095**

**Fax: (877) 863-4352**

**Email: [new.claim@rlicorp.com](mailto:new.claim@rlicorp.com)**

Keep this card with you or in a safe place.





**RLI Insurance Company**  
Peoria, Illinois 61615

## **NOTICE TO POLICYHOLDERS**

### **REGARDING THE UNITED STATES TREASURY DEPARTMENT – OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

This Policyholder Notice does not provide coverage nor can it be construed to replace any provisions of your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered by your policy. This Notice should only be used to provide information concerning the possible impact of your insurance coverage as it relates to directives issued by OFAC.

#### **PLEASE READ THIS NOTICE CAREFULLY.**

OFAC administers and enforces economic and trade sanctions and places restrictions on certain transactions. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation. OFAC has identified and named numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers, among others, as “Specially Designated Nationals and Blocked Persons.” The complete list can be found on the United States Treasury website – <http://www.treas.gov/ofac>.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance contract is considered a blocked or frozen contract and will be considered null and void. When an insurance policy is considered to be a blocked or frozen contract, all provisions of this insurance will be immediately subject to OFAC, and neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.



## IMPORTANT NOTICE TO POLICYHOLDERS

### TERRORISM RISK INSURANCE ACT, AS AMENDED

Under the Terrorism Risk Insurance Act, as amended (the "**Act**"), we must make coverage for "**certified acts of terrorism**" available in the policies we offer. We notified you at the time of offer and purchase of the policy to which this Notice is attached that this coverage was available and we gave you the right to reject our offer of such terrorism coverage. If you elected to purchase the coverage, the premium charged for such coverage is shown on the Declarations page of the policy. If you elected to reject the coverage we have not charged your policy for terrorism coverage and have attached a terrorism exclusion to your policy.

PLEASE NOTE: IF YOU REJECTED THE OFFER OF FEDERAL TERRORISM INSURANCE COVERAGE, THAT REJECTION DOES NOT APPLY TO THE LIMITED EXTENT THAT RELEVANT STATE LAW REQUIRES COVERAGE FOR FIRE LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THE ACT.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Specific coverage terms for terrorism, including limitations and exclusions, are more fully described in endorsements attached to the policy. Your policy may contain an exclusion for losses that are not eligible for federal reinsurance under the Act.

#### Definitions:

"**Certified act of terrorism**," as defined in Section 102(1) of the Act, means an act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**RLIPack® EXCESS LIABILITY  
DECLARATIONS**



**RLI Insurance Company**  
9025 N. Lindbergh Drive - Peoria, Illinois 61615

**POLICY NO:** PSE0001370

**PRODUCER:** 68072  
IOA Insurance Services (68072)  
1855 W State Rd 434  
Longwood, FL 32750

**ITEM 1. NAMED INSURED AND MAILING ADDRESS**

Schaaf & Wheeler, Consulting Civil Engineers  
dba: Schaaf & Wheeler  
4699 Old Ironsides Drive  
Suite 350  
Santa Clara, CA 95054

**ITEM 2. POLICY PERIOD (Mo./Day/Yr.)**

**FROM** 06/06/2024 **TO** 06/06/2025 **12:01 A.M. Standard Time at your mailing address shown above.**

**ITEM 3. LIMITS OF LIABILITY**

\$ 5,000,000	Each Occurrence
\$ N/A	Each Occurrence Auto Sublimit
\$ 5,000,000	General Aggregate
\$ 5,000,000	Products-Completed Operations Aggregate

**ITEM 4. SCHEDULE OF UNDERLYING INSURANCE**

**See PPU 110**

**ITEM 5. PREMIUM**

**Non-Auditable** ☒

**Flat Rate:** \$2,150

**Auditable**

**Advance Premium:** \$

**Rate:** \$

**Premium Basis:**

**Estimated Exposure:**

**Audit Period (annual unless noted):**

**Policy Minimum:** \$

**Terrorism Charge:** \$18

**Total Premium Due:** \$2,168.00

**ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AND MADE A PART OF THIS POLICY AT ISSUE**

**See endorsement RIL 2150**

**Countersigned by**

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**Authorized Representative**

Policy Number: PSE0001370

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Item 4. of the declarations is amended to include:

Type of Coverage	Carrier	Eff. Date	Exp. Date	Limits
General Liability  Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	06/06/2024	06/06/2025	Occurrence \$ 2,000,000 Aggregate \$ 4,000,000
Employee Benefits Liability  Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	06/06/2024	06/06/2025	Each Employee \$1,000,000 Aggregate \$1,000,000
Employers' Liability  Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	12/11/2023	12/11/2024	Each Accident: Statutory Limits or \$1,000,000 ,whichever is greater Disease Each Employee: Statutory Limits or \$1,000,000 ,whichever is greater Disease Policy Limit: Statutory Limits or \$1,000,000 ,whichever is greater
Business Auto Liability  Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy	RLI Insurance Company	06/06/2024	06/06/2025	Each Accident \$1,000,000

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

number and applicable Limits are to be included.				

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSE0001370

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

## **APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

<b>Form Number</b>	<b>Form Title</b>
PPU101 07 17	RLIPACK COMMERCIAL EXCESS LIABILITY COVERAGE FORM
PPK2107 05 11	RLIPACK NOTICE OF CANCELLATION OR NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM DESIGNATED PERSON OR ORGANIZATION
PPK2108 05 11	RLIPACK NOTICE OF CANCELLATION OR NONRENEWAL - DESIGNATED PERSON OR ORGANIZATION
PPU300 06 10	RLIPACK ASBESTOS EXCLUSION
PPU301 06 10	RLIPACK SILICA EXCLUSION
PPU302 03 20	RLIPACK FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION
PPU303 06 10	RLIPACK LEAD EXCLUSION
PPU304 06 10	RLIPACK FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT
PPU305 06 10	RLIPACK DISCRIMINATION EXCLUSION
PPU306 06 10	RLIPACK EMPLOYMENT PRACTICES LIABILITY EXCLUSION
PPU307 06 10	RLIPACK DAMAGES TO PREMISES RENTED TO YOU EXCLUSION
PPU308 09 11	RLIPACK UNINSURED/UNDERINSURED MOTORISTS EXCLUSION
PPU310 01 15	RLIPACK CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
PPU343 01 24	PUNITIVE DAMAGE EXCLUSION
RIL2143 11 13	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
ILF0001 04 22	SIGNATURE PAGE

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



# RLIPack® COMMERCIAL EXCESS LIABILITY COVERAGE FORM

## (Occurrence Form)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as an insured person under the terms of the **underlying insurance**.

Other words and phrases that appear in bold print have special meaning. Refer to **SECTION II – DEFINITIONS**.

In consideration of the payment of premium, in reliance upon the statements in the Declarations and Schedule of Underlying Insurance which are made a part of this policy, and subject to the terms, conditions and exclusions of this policy we agree with you as follows:

### SECTION I – INSURING AGREEMENT

#### A. Coverage

Subject to the other provisions of this policy, we will pay on behalf of the insured the insured's **ultimate net loss** if such loss results from an occurrence insured by **underlying insurance**. However, the insurance afforded by this policy shall apply: (a) only in excess of the **underlying insurance**; (b) only after the **underlying insurance** has been exhausted by payment of the limits of liability of such insurance; and (c) only if caused by an occurrence which takes place during the policy period and in the coverage territory as defined in the **underlying insurance**. If the **underlying insurance** does not pay a loss, for reasons other than exhaustion of an aggregate limit of liability, then we shall not pay such loss.

This policy, except where provisions to the contrary appear herein, is subject to all of the conditions, agreements, exclusions, endorsements and limitations of and shall follow the underlying insurance in all respects.

#### B. Defense And Expense Of Claims And Suits

1. We shall not be obligated to assume charge of or participate in the settlement or defense of any claim made, or suit brought, or proceedings instituted against the insured. However, we shall have the right and opportunity to be associated with the insured in the defense of any claim, suit or proceeding which, in our opinion, may create

liability under the terms of this policy. If we assume such right and opportunity, we shall not continue to defend or participate in the defense of any claim or suit after the applicable limit of liability of this policy has been exhausted.

2. We shall not pay any expenses except as follows:

- a. If the insured is legally liable for interest which accrues on a judgment after the entry of the judgment and before we have paid, offered to pay, or deposited in court the amount of the judgment to which this policy applies, then we will pay the interest on the amount of the judgment to which this policy applies.
- b. If an expense is incurred directly by us and solely at our discretion, then we will pay such expense.
- c. If a payment for damages is made under this policy, then we will pay related prejudgment interest for which the insured is legally liable, provided:

(1) The **underlying insurance** pays prejudgment interest; and

(2) Our share of prejudgment interest shall not exceed the proportion that payment for damages under this policy bears to the total damages determined by final judgment or settlement.

3. Subject to all of the foregoing:

- a. If the defense expense payments are included within the limit of liability of the **underlying insurance** by the terms of that policy, then any such expense payment we make shall reduce the limit of liability of this policy.
- b. If the **underlying insurance** does not include defense expense payments within its limit of liability by the terms of that policy, then any such expense payment we make shall not reduce the limit of liability of this policy.

#### C. Limits Of Liability

1. The limit of liability stated in the Declarations as applicable to each occurrence shall be the total limit of our liability for all **ultimate net loss** sustained by any one person or as the result of any one occurrence as applied to the appropriate coverage.
2. Subject to the limit of liability for each occurrence:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all **ultimate net loss**, except **ultimate net loss** because of injury and damage included in the products-completed operations hazard or for covered claims involving automobile liability; and
  - b. The limit of liability stated in the Declarations as products-completed operations aggregate is the most we will pay during each policy period for all **ultimate net loss** because of injury and damage included in the products-completed operations hazard.
3. This insurance shall apply only as excess of the **underlying insurance** limits of liability shown in the Declarations. However, if the limit of liability of the **underlying insurance** shown in the Declarations has been reduced or exhausted because of payments for an occurrence which took place during our policy period, then this policy shall apply as excess of such reduced limit of liability of the **underlying insurance**.

## SECTION II – DEFINITIONS

- A. Ultimate net loss** means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded under this policy, after proper deduction for all recoveries or salvage.

**Ultimate net loss** shall include defense expense payments made by the insurer of the **underlying insurance**, provided that such expenses are included within the limit of insurance of the **underlying insurance** by the terms of that policy.

- B. Underlying insurance** means the policy or policies of insurance in the Schedule of Underlying Insurance.

## SECTION III – EXCLUSIONS

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply:

### A. Pollution

- 1. Advertising injury, bodily injury, personal injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
  - a. That are, or that are contained in any property that is:
    - (1) Being moved from the place where such property or pollutants are accepted by an insured for movement into or onto an automobile;
    - (2) Being transported or towed by an automobile;
    - (3) Otherwise in the course of transit by or on behalf of an insured;

- (4) Being stored, disposed of, treated or processed in or upon an automobile; or
  - (5) Being moved from an automobile to the place where such property or pollutants are finally delivered, disposed of or abandoned by an insured;
- b. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to, any insured;
  - c. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - d. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom any insured may be legally responsible; or
  - e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;
    - (1) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
    - (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants.

Paragraphs **1.a.(4)** and **1.b.** through **1.e.** above do not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an automobile or its parts, if the pollutants escape, seep or migrate or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

Paragraphs **1.b.** through **1.e.** above do not apply to pollutants not in or upon an automobile if:

- a. The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an automobile;
- b. The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage; and
- c. The bodily injury or property damage is not otherwise excluded under Paragraph **1.a.** of this exclusion.

Paragraph **1.e.(1)** above does not apply to bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Paragraphs **1.b.** and **1.e.(1)** above do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

2. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - b. Claim or suit by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

As used in this exclusion:

1. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be; and
2. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of.

## B. Nuclear Energy Liability Exclusion (Broad Form)

This policy does not apply:

1. Under any Liability Coverage, to **ultimate net loss**:
  - a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payment Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **ultimate net loss** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
3. Under any Liability Coverage, to **ultimate net loss** resulting from the hazardous properties of nuclear material, if:
  - a. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
  - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. The loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **3.** applies only to **ultimate net loss** to such nuclear facility and any property thereat.

As used in this policy:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means source material, special nuclear material or by-product material;

Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

Waste means any waste material (1) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

Nuclear facility means:

- (a) Any nuclear reactor;
- (b) Any equipment or device designed or used for: (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

**Ultimate net loss** includes all forms of radioactive contamination of property.

### C. Workers' Compensation And Similar Laws

This policy does not apply:

To any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## SECTION IV – CONDITIONS

- A. **Appeal** – In the event you or any underlying insurer elect not to appeal a judgment in excess of the amount of any **underlying insurance**, we may elect to appeal. Our limit of liability shall not be increased because of such appeal. Any appeal we elect to make will be at our cost and expense.

- B. **Assignment** – Your interest in this policy may not be transferred to another; except by an endorsement issued by us which gives our consent. If you die, this policy shall apply: (1) to your legal representative, but only while acting within the scope of their duties as such; and (2) with respect to your property, to the person having proper temporary custody as an insured, but only until the appointment and qualification of the legal representative.

- C. **Changes** – This policy may be changed only by an endorsement issued to form a part of the policy. Notice to you or to our agent or knowledge possessed by us, by our agent or by any other person shall not affect a waiver or a change in any part of this policy. Nor will such notice or knowledge prevent us from asserting any right under the terms of this policy.

### D. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be computed at ninety percent (90%) of pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### E. Duties In The Event Of Occurrence, Claim Or Suit

You must see to it that we receive prompt written notice of an occurrence which may result in a claim under this policy. Notice should include how, when and where the occurrence took place. The names and addresses of any injured persons and witnesses must be included.

If a claim is made or suit brought against any insured, you must see to it that we receive prompt written notice of the claim or suit.

You and any other insured involved must:

1. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
2. Authorize us to obtain records and other information;
3. Cooperate with us in the investigation, settlement, or defense of the claim or suit; and
4. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

It is a requirement of this policy that you do not make any admission of liability. You shall not, unless we agree, incur any expense or make any payment. If you do, such liability, expense or payment will be at your own cost.

**F. Bankruptcy Of The Underlying Insurer** – In the event of the bankruptcy or insolvency of the insurer of any **underlying insurance**, the insurance afforded by this policy shall not replace such **underlying insurance**. Rather, this policy shall apply in the same manner as though such **underlying insurance** were available and collectible.

**G. Maintenance Of Underlying Insurance** – You agree to maintain all **underlying insurance** in full force and effect as scheduled in the Schedule of Underlying Insurance at the inception of this policy and during our policy period except for reduction of aggregate limits of liability by payment of losses. If any **underlying insurance** is not maintained in full effect by the insured, or if there is any material change in the terms, conditions or scope of coverage, by endorsement or otherwise, of any **underlying insurance**, the insurance afforded by this policy shall apply in the same manner as though such **underlying insurance** had been in full effect, so maintained and unchanged. You agree to notify us promptly if any **underlying insurance** is cancelled or terminated.

**H. Premium** – Premiums for this policy shall be stated in the Declarations and computed in accordance with our rules, rates, rating plans, premiums, and minimum premiums applicable to this insurance. If this policy is issued for a period in excess of one year, the premium for this policy may be revised on each annual anniversary. Any such revision will be in accordance with our manuals in effect at that time.

If the policy is issued on a non-auditable basis, the Flat Rate Premium becomes the policy premium.

If the policy is issued on an auditable basis, the premium designated on the Declarations page as Advance Premium shall be credited to the amount of earned premium due at the end of the policy period. At the close of each audit period, the earned premium shall be computed for such period. Upon notice to you, it shall become due and payable. If the total earned premium exceeds the Advance Premium previously paid, the amount by which the earned premium exceeds the Advance Premium shall be due and payable to us by you. In no case shall the earned premium be less than the Minimum Premium shown on the Declarations page.

You shall maintain records of such information as is necessary for premium computation. You shall send copies of such records to us at the end of this policy period. You shall also send us copies of such records at such times during the policy period as we may direct.

**I. Legal Action Against Us** – No legal action shall be brought against us unless the insured has fully complied with all terms of this policy. In addition, no legal action shall be brought against us until the amount of the insured's obligation to pay has been finally determined. The insured's obligation to pay must be finally determined either by judgment against the insured after actual trial or by written agreement between us, the insured and the claimant.

**J. Conformity** – Terms of this policy which are in conflict with the laws of the state wherein this policy is issued are hereby amended to conform to such laws.

**K. Other Insurance** – If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, other than insurance that is specifically excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance.

**L. Subrogation** – In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

**M. Salvage** – All salvage, recoveries, or payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall then be made between the insured and us. Nothing in this clause shall be construed to mean that losses under this policy are not recoverable until the insured's ultimate net loss has been finally ascertained.

**N. Inspection And Audit** – We shall be permitted but not obligated to inspect your property and operations at any time. Neither our rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe.

We may examine and audit your books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

**O. Separation Of Insureds** – Except with respect to the limits of liability this insurance applies as if each Named Insured were the only Named Insured and separately to each insured against whom claim is made or suit is brought.

**P. Payment Of Loss** – It is a condition of this policy that the insurance afforded under this policy shall apply only after the underlying insurance has been exhausted by payment of its limits of liability. Upon final determination by settlement, award or verdict of the liability of the insured, we will promptly pay you as you shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by us within thirty (30) days after they are respectively claimed and proof of loss filed with us in conformity with this policy. Bankruptcy or insolvency of the insured shall not relieve us of any of our obligations hereunder.

Policy Number: PSE0001370  
Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

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

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR  
NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

City of San Mateo

Email Address:

US Mail Address:

330 W 20th Avenue  
San Mateo, CA 94403

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule. For cancellation due to nonpayment of premium we will provide written notice at least 10 days before the effective date of cancellation to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice



Policy Number: PSE0001370  
Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

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

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

City of South San Francisco

Email Address:

US Mail Address:

315 Maple Avenue  
South San Francisco, CA 94080

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0001370  
Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

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

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

City of San Mateo

Email Address:

US Mail Address:

2050 Detroit Drive

San Mateo, CA 94404

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0001370  
Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

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

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

City of San Mateo Public Works

Email Address:

US Mail Address:

330 W 20th Avenue

San Mateo, CA 94403

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0001370  
Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

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

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

Santa Clara Valley Water District

Email Address:

US Mail Address:

5750 Almaden Expressway

San Jose, CA 95118

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0001370  
Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

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

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

City of Larkspur

Email Address:

US Mail Address:

400 Magnolia Avenue  
Larkspur, CA 94939

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0001370  
Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

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

**RLIPack<sup>®</sup> NOTICE OF CANCELLATION OR NONRENEWAL –  
DESIGNATED PERSON OR ORGANIZATION**

**Schedule**

Designated Person or Organization:

City of Monterey

Email Address:

US Mail Address:

580 Pacific Street  
Monterey, CA 93940

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

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

## **RLIPack<sup>®</sup> ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of:

1. Asbestos, asbestos fibers or asbestos products or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such bodily injury, property damage, personal and advertising injury, or medical payments;
2. Any supervision, instructions, recommendations, notices, warnings, testing, monitoring or advice given or which should have been given in connection with the manufacturing, selling, renting, consulting, removal, demolition, and/or distributing of asbestos, asbestos fibers or asbestos products or products or premises containing asbestos;
3. Removal of asbestos or products containing asbestos including:
  - a. Cost of asbestos removal and replacement with other fire retardant materials;
  - b. Property damage in the course of removing asbestos, asbestos fibers or asbestos products.
4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos fibers, or asbestos products; or
5. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, or asbestos products.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



Policy Number: PSE0001370

RLI Insurance Company

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

## **RLIPack<sup>®</sup> SILICA EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to:

- 1.** Bodily injury or medical payments arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- 2.** Property damage arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- 3.** Personal and advertising injury arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

- 4.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

"Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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

## **RLIPack® FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to **ultimate net loss** arising out of the rendering or failure to render any **professional services**.

“Professional Services” means any service requiring specialized skill or training including but not limited to the following:

- a.** Preparing, approving, or failing to prepare or approve any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, permit application, payment request, manual or instruction;
- b.** Supervision, inspection, quality control, architectural, engineering or surveying activity or service, job site safety, warning or failure to warn, construction contracting, construction administration, construction management, computer consulting or design, software development or programming service, or selection of a contractor, subcontractor or subconsultant;
- c.** Monitoring, testing, or sampling service necessary to perform any of the services included in **a.** or **b.** above.

- d.** Legal, accounting or advertising services;
- e.** Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- f.** Any health or therapeutic service treatment, advice or instruction;
- g.** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- h.** Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- i.** Body piercing services; and
- j.** Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an 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 or failure to render of any “professional services”.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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

## **RLIPack<sup>®</sup> LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of:

1. The ingestion, inhalation or absorption of lead in any form or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such bodily injury, property damage, personal and advertising injury, or medical payments;
2. Any supervision, instructions, recommendations, notices, warnings, testing, monitoring or advice given or which should have been given in connection with the manufacturing, selling, renting, consulting, removal, demolition and/or distributing of lead or products or premises containing lead;
3. Removal of lead or products containing lead, including property damage in the course of removing lead;
4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
5. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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

## **RLIPack<sup>®</sup> FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT**

### **SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT**

- A. General Aggregate Limit – Per Project Or Per Location**
- B. Additional Insured – Primary/Non-contributory**
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

##### **A. General Aggregate Limit – Per Project Or Per Location**

Paragraph **2.a.** of **C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a.** The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:

- (1)** injury and damage included in the products-completed operations hazard or;
- (2)** any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1)** premises involving the same or connecting lots;
- (2)** premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3)** premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

##### **B. Additional Insured – Primary/Non-contributory**

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

##### **K. Other Insurance**

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

##### **C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

#### **L. Subrogation**

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSE0001370

RLI Insurance Company

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

## **RLIPack<sup>®</sup> DISCRIMINATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of discrimination based on, but not limited to, race, color, creed, sex, religion, age, weight, national origin, gender, handicap, familial preference, or sexual preference.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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

## **RLIPack<sup>®</sup> EMPLOYMENT PRACTICES LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to any liability or damages which arise out of any:

- 1.** Refusal to employ
- 2.** Termination of employment
- 3.** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omission; or
- 4.** Consequential bodily injury or personal and advertising injury as a result of **1.** through **3.** above.

This exclusion applies:

- 1.** Whether the injury-causing event described in paragraphs **1.** through **3.** above occurs before, during or after employment of any person:
- 2.** Whether the insured may be held liable as an employer or in any other capacity; or
- 3.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



Policy Number: PSE0001370

RLI Insurance Company

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

## **RLIPack<sup>®</sup> DAMAGE TO PREMISES RENTED TO YOU EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSE0001370

RLI Insurance Company

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

## **RLIPack<sup>®</sup> UNINSURED/UNDERINSURED MOTORISTS EXCLUSION**

This insurance does not apply to sums which the insured shall be legally entitled to recover as damages from the owner or operator of an uninsured auto or underinsured auto because of injuries sustained by the insured, caused by an accident and arising out of the ownership, maintenance or use of such auto.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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

## **RLIPack® CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY (FOLLOWING FORM)  
COMMERCIAL UMBRELLA LIABILITY  
EXCESS UMBRELLA LIABILITY

- A.** With respect to any one or more **certified act of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the Terrorism Risk Insurance Act, as amended ("Terrorism Risk Insurance Act"), due to the application of any clause which results in a cap on our liability for payments for terrorism losses.
- B.** The following definition is added:
- 1. Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the "Terrorism Risk Insurance Act." The "Terrorism Risk Insurance Act" sets forth the criteria for a **certified act of terrorism** including:
    - a.** The act resulted in aggregate losses in excess of \$5 million; and
    - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  - C.** If aggregate insured losses attributable to acts of terrorism certified under the federal "Terrorism Risk Insurance Act" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the "Terrorism Risk Insurance Act," we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
  - D.** The terms and limitations of any terrorism endorsement or exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSE0001370

RLI Insurance Company

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

## **PUNITIVE DAMAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This policy does not apply:

To any punitive damages, exemplary damages, multiplied portion of any damages, or the defense thereof.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY  
COMMERCIAL EXCESS UMBRELLA LIABILITY  
RLIPACK® COMMERCIAL EXCESS LIABILITY

Any endorsement addressing acts of **terrorism** (however defined) in any **underlying insurance** does not apply to this excess insurance. The following provisions addressing acts of **terrorism** apply with respect to this excess insurance.

### **A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make **terrorism** coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for **terrorism** losses. (That deductible determines the amount of all certified **terrorism** losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified **terrorism** losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential **terrorism** losses above such deductible; or
    - (3) Redefine **terrorism** or make insurance coverage for **terrorism** subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any **terrorism** endorsement already endorsed to this policy that addresses **certified acts of terrorism** and/or other acts of terrorism, but only with respect to an incident(s) of **terrorism** (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims-made policies, such an endorsement is superseded only with respect to an incident of **terrorism** (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any **terrorism** endorsement already endorsed to this policy, that addresses **certified acts of terrorism** and/or other acts of terrorism, will continue in effect unless we notify you of changes to that endorsement in response to federal law.

### **B. The following definition is added and applies under this endorsement wherever the term **terrorism** is in boldface type:**

**Terrorism** means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

#### Exclusion Of Terrorism

We will not pay for **ultimate net loss** resulting from injury or damage caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. **Ultimate net loss** resulting from injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of **terrorism**, there is no coverage under this Coverage Part.

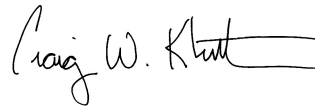
In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to injury or damage that is otherwise excluded under this Coverage Part.

## SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President