

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2026 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and NUTE ENGINEERING, a California corporation, whose address is **907 MISSION AVENUE, SAN RAFAEL, CALIFORNIA 94901** (“**Provider**”), 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: Engineering Design Services for approximately 1 mile of sanitary sewer main, located within backyard Easement areas, associated manholes and lower sewer laterals with new two-way cleanouts. City staff published a notice in the newspaper on March 27, 2026 and, after a submittal period of twenty-one days, received five (5) timely submitted proposals and selected the service provider that best meets the City's need for services or materials.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on July 21, 2026.
- E. The City and Provider desire to enter into an agreement for Engineering Design Services for approximately 1 mile of sanitary sewer main, located within backyard Easement areas, associated manholes and lower sewer laterals with new two-way cleanouts, 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 ____ day of July 2026, and shall terminate on the ____ day of July 2031, 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 7th 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 A and incorporated herein by this reference. Unit rates within the fee schedule for years two through five may be increased annually by the Consumer Price Index or 3%, whichever is lower. 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 A.

b. Compensation for work done under this Agreement, shall not exceed as follows:

	contract	Contingency	Total
Year 1 - FY 2026-27	\$209,414	\$20,941	\$230,355
Year 2 - FY 2027-28	\$215,969	\$21,570	\$237,266
Year 3 - FY 2029-30	\$222,167	\$22,217	\$244,684
Year 4 - FY 2030-31	\$228,832	\$22,883	\$251,716
Year 5 – FY 2032-33	\$235,697	\$23,570	\$259,267
Total	\$1,111,807	\$111,181	\$1,222,988

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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.

10. INSURANCE:

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 (4). 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.



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 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

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

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to,

alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.

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:

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, Room 110
Alameda, CA 94501
ATTENTION: Shilpa Patel, Engineer
Ph: (510) 747-7945

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

Nute Engineering
907 Mission Avenue
San Rafael, CA 94901
ATTENTION: David Stier, P.E., Vice President, Partner

Ph: (415) 453-4480 ext. 214
Email: d.stier@nute-engr.com

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, Room 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Executive Assistant
Ph: (510) 747-7932 / Email: 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.

31. MULCH PROCUREMENT REQUIREMENTS

Providers of landscaping maintenance, renovation, and construction shall:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with [14 CCR, Division 7, Chapter 12, Article 12](#) and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in [14 CCR Section 17852\(a\)\(24.5\)\(A\)\(1\) through \(3\)](#).

b. Maintain the following records for compost and SB 1383 eligible mulch and submit to the City upon request:

- (1) General description of how and where the product was used and applied;
- (2) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the compost and/or SB 1383 eligible mulch were procured;
- (3) Type of product
- (4) Quantity of each product; and,

Invoice or other record demonstrating purchase or procurement.

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

NUTE ENGINEERING
A California corporation



David Stier, P.E.
Partner

CITY OF ALAMEDA
a municipal corporation

Gerry Beaudin
City Manager


Mark Wilson, P.E.
President

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Aslanian
Assistant City Attorney

City of Alameda



Proposal for Design Engineering for 2026 EASEMENT SEWER REHABILITATION PROJECT

April 15, 2026





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CITY OF ALAMEDA – PROJECT HIGHLIGHT



April 15, 2026

Erin Smith, Director of Public Works
City of Alameda
Department of Public Works
950 West Mall Square
Alameda, CA 94501

Re: **REQUEST FOR PROPOSALS (RFP)**
Proposal for Engineering Design Service for 2026 Easement Sewer Rehabilitation Project

Dear Ms. Smith:

In response to the above-referenced Request for Proposals (RFP), Nute Engineering is pleased to submit this proposal for Engineering Design Services for the 2026 Easement Sewer Rehabilitation Project. Through this submission, our firm commits to full compliance with all requirements and provisions outlined in the RFP.

Founded in 1945, Nute Engineering specializes in providing consulting engineering services to municipal agencies, primarily throughout the North and East Bay regions. Over our 81-year history, we have designed and provided construction support for thousands of sanitary sewer projects. Our engineers remain current with advancements in sewer rehabilitation methods and materials, including modern techniques such as pipebursting, directional drilling, and cured-in-place pipe (CIPP). We maintain close, ongoing collaboration with contractors, vendors, and public agency clients to ensure our designs reflect best practices and current industry standards.

Over the past eleven years, Nute Engineering has provided engineering design services for numerous sewer projects for the City of Alameda, including eleven annual Cyclic Sewer Replacement Projects. Through this work, we have developed an in-depth understanding of the City's unique operational constraints and site conditions. Our Alameda experience also includes rehabilitation of multiple easement sewers, most notably the Cyclic 14 Easement Sewer Rehabilitation Project, which encompassed approximately 7,000 feet of pipeburst sewer main and 300 residential lateral connections.

Our long-standing relationships with City staff will facilitate a seamless project initiation and allow work to begin immediately upon authorization. This familiarity, combined with our technical expertise, enables us to deliver high-quality designs efficiently and cost-effectively. All

of our previous projects for the City have been completed within or below the approved design budget.

We believe the strength of our team is exceptional. Our design engineers devote significant time in the field to develop optimal design solutions and proactively identify constructability concerns. Our geotechnical subconsultant, Miller Pacific Engineering Group, has performed numerous investigations within the City of Alameda and possesses a strong understanding of local subsurface conditions. Together, our team offers a balanced combination of engineering talent, relevant experience, technical expertise, and commitment to project success.

We appreciate the opportunity to submit this proposal and look forward to your favorable review. Should you have any questions, please feel free to contact me at 415-453-4480, extension 214, or via email at d.stier@nute-engr.com. I am the authorized contract negotiator for this proposal.

Very truly yours,

NUTE ENGINEERING

By  _____
David Stier, P.E., Vice President

SECTION A: PROJECT UNDERSTANDING

1 – BACKGROUND

The City of Alameda is one of the Satellites of the East Bay Municipal Utility District (EBMUD). As described in the RFP, Alameda operates its own sewage collection system which discharges to EBMUD's main treatment plant via EBMUD's South Interceptor. During high flows when the capacity of the interceptor is exceeded, wastewater flows are diverted to additional wet weather facilities (WWF) for discharge and/or storage. The EPA has ordered that the WWF's be closed in the next 20 years and the EBMUD Satellites have entered into a Consent Decree with various state and federal agencies to eliminate discharges from the WWF through system wide improvements. The Consent Decree requires that the City of Alameda reduce its wet weather flows through various collection system improvements over the next 20 years. A Sewer Master Plan was utilized to develop a 20-year capital improvement plan (CIP) to satisfy the City of Alameda's requirements of the Consent Decree.

Many of the sewer pipelines identified in the CIP are located within recorded or unrecorded easements on private residential properties. Rehabilitation of sewer facilities in backyard easements presents unique challenges, including limited access for construction equipment, coordination with residents, and the presence of landscaping or private improvements that may restrict access to sewer mains, manholes, and laterals.

2 – SCOPE OF WORK

The scope of the 2026 Easement Sewer Rehabilitation Project (Project) is to prepare bid-ready documents for the rehabilitation of approximately one mile of gravity sewer, primarily consisting of 6-inch diameter pipelines, associated manholes, and lower laterals. It is anticipated that most project pipelines will be upsized to 8-inch diameter using pipe bursting methods.

For sewer mains in easements, lower laterals and a property-line two-way cleanouts are typically installed within five feet of the mainline sewer. Final deliverables will include construction plans, revised contract specifications as required, and a detailed engineer's construction cost estimate.

3 – PROJECT APPROACH

The sewers identified for rehabilitation in Exhibit C of the RFP are predominantly located within sewer easements on private properties, with limited end-of-line segments extending into the public right-of-way. In many cases, residents have unknowingly constructed fences, sheds, decks, patios, or other improvements over existing sewer facilities. Successful implementation of this Project will require careful planning, thorough field investigations, and proactive communication with affected residents to ensure sewer replacement is completed with minimal disruption and without unnecessary damage to private property.

Nute Engineering's approach to this Project incorporates proven industry practices and lessons learned from decades of easement sewer rehabilitation projects throughout the Bay Area. Key elements of our approach include the following:

SECTION A: PROJECT UNDERSTANDING

- *Comprehensive Field Investigations* - Nute Engineering will conduct site visits at each easement location prior to design to identify and document physical constraints, access limitations, and private improvements. Although these investigations are time-intensive, they significantly reduce construction conflicts and change orders. Nute Engineering will coordinate closely with City staff to ensure property owners receive advance notification prior to entering private property.
- *Surveying Methods* – Complete topographic surveying within backyard easements is often challenging due to dense vegetation and private improvements such as fences and sheds. Drone-based surveys are not feasible due to proximity to the airport. To address these challenges, Nute Engineering will utilize a combination of LiDAR scanning, survey-grade GPS, and conventional total station methods. LiDAR scanning will primarily be used to capture manholes and rodholes in backyards, where traditional survey methods are inefficient.
- *Bid Allowance for Restoration of Private Property* – The City has an established policy of restoring or repairing private improvements impacted by sewer construction. Backyard easements contain a wide variety of improvements, and it is impractical to include a separate bid item for every possible restoration scenario. Contractors are also unable to access each property prior to bidding. For these reasons, Nute Engineering previously developed a bid allowance approach for the City's Cyclic 14 Easement Sewer Project. Under this approach, the City inspector negotiated restoration costs with the contractor on a case-by-case basis. This method proved successful, and Nute Engineering recommends implementing a similar allowance strategy for this Project.

In summary, Nute Engineering will apply established methods for the easement sewer rehabilitation project in combination with new technologies to deliver another successful project to the City of Alameda.

SECTION B: PROJECT PLAN

Nute Engineering specializes in sanitary engineering, with extensive experience in pipeline construction, pump stations, and wastewater treatment facilities. Our team has designed and supported construction of miles of easement sewer throughout the Bay Area. The following tasks summarize our approach to completing the Project design.

1 – PRE-DESIGN INVESTIGATION

Pre-design investigation is essential to defining the project scope and identifying potential constraints early in the process.

1.1 - Review Existing Information

Immediately following the kickoff meeting, Nute Engineering will assemble and review all available project data. This information will include, but not be limited to, record drawings, survey maps, GIS data, CCTV inspection reports, maintenance history, and Geotracker soil contamination data. Based on prior Alameda projects, Nute Engineering recognizes that some backyard sewer alignments have recorded easements while others do not; this will be verified during this task.

1.2 - Field and Utility Investigations

Based on review of existing information, Nute Engineering will identify data gaps and conduct focused field investigations to obtain design-critical information. These efforts will include:

- CCTV Inspection – Available CCTV inspection logs and videos will be reviewed to assess pipeline condition and confirm rehabilitation feasibility.
- Utility Investigations – Utility map requests will be sent to all relevant utility agencies using established contacts. Requests will include schematic GIS exhibits to facilitate timely responses.
- Notification Letters/Resident Communications – Property owners will be notified in advance of all field activities. Nute staff will coordinate site visits and accommodate special conditions such as pets, limited access hours, or resident availability.
- On-Site Field Investigations – Engineers will conduct detailed site visits at each rehabilitation location, documenting site conditions with photographs and compiling a project database.
- Permit Identification – Each sewer rehabilitation location will be evaluated for any necessary permits from local, state or federal agencies. Special permitting is not anticipated for this project.

SECTION B: PROJECT PLAN

1.3 - Geotechnical Investigation

Miller Pacific Engineering Group (MPEG) will perform a geotechnical investigation along the project alignments. Services will include:

Phase 1 – Permitting

MPEG will obtain required subsurface exploration permits from Alameda County and encroachment permits from the City of Alameda. Permit exhibits, traffic control plans, and supporting documentation will be prepared as required.

Phase 2 – Geotechnical Investigation

MPEG will prepare a geotechnical report that includes regional and site geology, subsurface exploration results, seismic design criteria, excavation and shoring recommendations, backfill and compaction criteria, pavement section recommendations, and other geotechnical considerations relevant to design and construction.

1.4 - Topographic Surveying, Mapping and CAD Processing

Nute Engineering will perform topographic surveys within rights-of-way and easements, including surveying of manholes and other sewer structures. Survey data will be tied to the City's horizontal and vertical control network and processed in CAD format for use in plan preparation.

2 – PREPARE PLANS, REVIEW SPECIFICATIONS, AND COST ESTIMATE

The preparation of plans and specifications for this project will include the following components:

2.1 - Project Design Coordination

Project management will include staff supervision, task coordination, financial tracking, and scheduling oversight. Weekly internal coordination meetings will be held, along with three formal progress meetings with City staff. The Project Manager will serve as the primary liaison between the City, design staff, and subconsultants.

- **Kick-off Meeting** – Held immediately after award to establish communication protocols and confirm project goals.
- **Progress Meetings** – Three formal progress meetings will be held during design.
- **Public Outreach** – Nute Engineering will support the City's public outreach efforts with directly affected residents, including participation in community meetings if requested.

2.2 - Project Documentation Management

Nute Engineering will maintain organized project records, including calculations, correspondence, utility exhibits, and cost estimates. All documentation will be provided to the City for review and archival purposes.

2.3 - Project Plan Development

SECTION B: PROJECT PLAN

Development of project plans will be an iterative process marked by milestones based on the level of completion as shown below. Based on experience, we anticipate sewer rehabilitation work will be completed using pipebursting. For cost and time efficiency, the project plans will be plan-view only (no profiles) and include all critical elevation and structure depth information.

- 60% Design
- 90% Design
- 100% Design
- Final Bidset Construction Plans

The Nute Engineering Project Manager will meet with the City of Alameda after their review of each milestone plan submittal to verify understanding of review comments to ensure that they are properly implemented in the design. As required in the RFP, Nute Engineering will provide the final project plan deliverables to the City of Alameda including two (2) half-size sets of plans, three (3) full sized sets of plans, and electronic copies of the plans in PDF and AutoCAD format.

2.4 - Project Specification Review

Nute Engineering will review and update the City's standard technical specifications as necessary to reflect project-specific constraints, construction methods, and site conditions. Specification amendments will be provided electronically.

2.5 – Project Cost Estimate

A detailed, itemized engineer's construction cost estimate will be prepared and submitted with the final design documents.

3 – QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

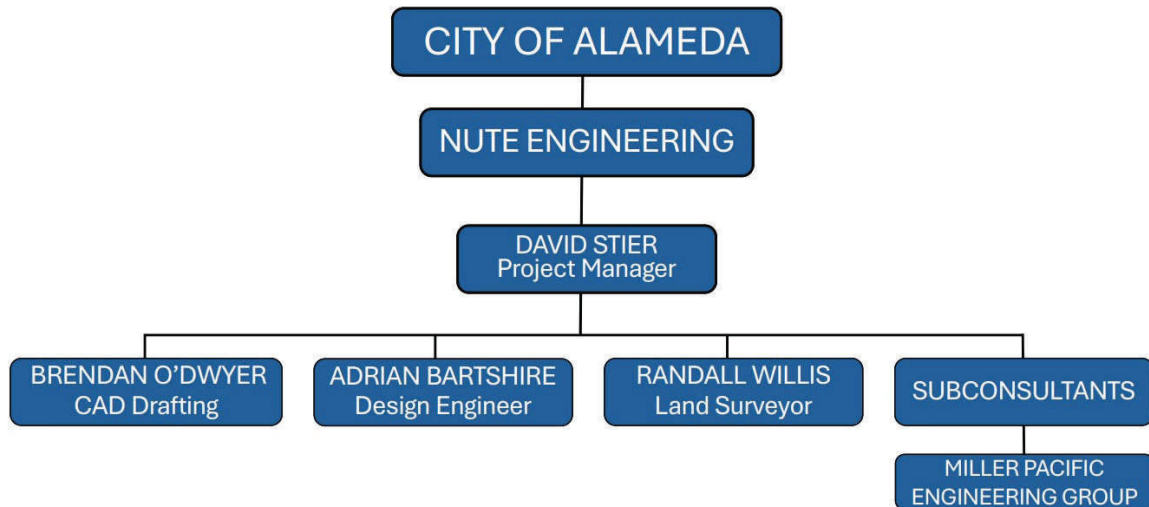
Nute Engineering employs a rigorous QA/QC program to minimize design errors, reduce construction risk, and support project success.

- **Engineer Experience** – Engineers assigned to critical project roles have a minimum of 15 years of relevant experience.
- **Data Control and Organization** – Project data and correspondence are carefully organized and archived. The Project Manager is responsible for quality oversight and record management.
- **Field Investigation/Verification** – Multiple site visits will occur throughout design to verify elevations, manhole conditions, and other critical features.
- **Plan Review** – All plans and specifications are reviewed by at least one other engineer besides than the designer.

SECTION B: PROJECT PLAN

4 – ORGANIZATION CHART

Nute Engineering will serve as the prime consultant, with Miller Pacific Engineering Group as the geotechnical subconsultant. Key team members will not be reassigned without prior approval from the City of Alameda. Detailed organizational information and staff resumes are included in Appendices A and B.



5 – STAFFING PLAN

A brief description of the key project team members is included below.

5.1 - Nute Engineering

Nute Engineering will be the prime consultant on this project and will bring a strong background in sewage collection systems. The key members of the Nute Engineering team for this project will consist of the following personnel:

David Stier, RCE 68950, Project Manager and Lead Engineer

Mr. Stier will serve as the primary point of contact and lead engineer. He has managed and designed numerous sewer rehabilitation projects for the City of Alameda and possesses extensive experience with both traditional and trenchless sewer construction methods.

Randall T. Willis, PLS 8118, Land Surveyor

Mr. Willis will provide surveying and mapping services, bringing widespread experience in boundary, topographic, utility, and construction surveys.

SECTION B: PROJECT PLAN

Adrian Bartshire, RCE 70839, Design Engineer

Mr. Bartshire will serve as design engineer and has more than 17 years of experience designing sewer collection systems and supporting construction.

Brendan O’Dwyer, CAD Drafter

Mr. O’Dwyer will assist with preparation of construction drawings and has over 14 years of experience in civil drafting and design.

5.2 - Sub-consultants

Sub-consultants on this project will include the following firm:

Miller Pacific Engineering Group – Rusty Arend, Senior Geotechnical Engineer, Mr.

Arend will serve as Lead Geotechnical Engineer and Geotechnical Engineer of Record, providing subsurface investigation, geotechnical analysis, and construction support services if necessary.

6 – WORK PLAN / SCHEDULE / DEADLINES

The RFP for this project establishes a start date of June 2026. The milestones and completion dates for the Project design are as follows:

- | | |
|--|--------------------|
| • Notice to Proceed | June 1, 2026 |
| • Start Pre-Design Investigations | June 8, 2026 |
| • Complete 60% Design | August 3, 2026 |
| • Complete 90% Design | September 14, 2026 |
| • Complete 100% Design | October 12, 2026 |
| • Complete Final Design Including All Deliverables | November 2, 2026 |

In summary, Nute Engineering will apply proven methodologies, thorough field investigations, and proactive coordination to deliver a high-quality, constructible design that supports the City of Alameda’s long-term wet-weather compliance goals.

SECTION C: CLIENT REFERENCES

City of Alameda Public Works

RFP: 2026 Easement Sewer Rehabilitation Project

EXHIBIT A. CLIENT REFERENCES

The following is a list of three (3) references (public agencies, preferred) that most closely reflect similar projects to the scope of work for the City of Alameda.

Reference #1

Name of Organization: Tamalpais Community Services DistrictAddress: 305 Bell Lane, Mill Valley, CA 94941Contact Name: Garrett Toy Contact Title: General ManagerTelephone: 415-388-6393 Email: gtoy@tamcsd.orgSummary of Project: Sewer Improvement Project – Phases A-E

Rehabilitation of over 3 miles of sewer mains, including laterals and manholes. 80% of the sewer mains were
located in easements through complex terrain located in unincorporated Mill Valley.

Service Dates: 2020-2025 Project Cost: \$6,000,000+ est.

Reference #2

Name of Organization: City of AlbanyAddress: 540 Cleveland Ave, Tiburon, CA 94710Contact Name: Allison Carrillo Contact Title: CIP ManagerTelephone: 510-528-5737 Email: acarillo@albanyca.govSummary of Project: 2013, 2018-2023 Sanitary Sewer Replacement Projects

Design of the City of Albany's annual sanitary sewer replacement projects over multiple years including open-
cut, pipe bursting, and CIPP rehabilitation methods for 8"-24" sewers in roadways and easements including lateral
and manhole rehabilitation/replacement.

Service Dates: 2013-2023 Project Cost: \$12,000,000+ est.

SECTION C: CLIENT REFERENCES

Reference #3

Name of Organization: City of Alameda

Address: 950 West Mall Square, Alameda, CA 94501

Contact Name: Erin Smith Contact Title: Director of Public Works

Telephone: 510-747-7938 Email: esmith@alamedca.gov

Summary of Project: Cyclic 12B-14, 16-22 Sewer Rehabilitation Projects

Design of the City of Alameda's annual sewer rehabilitation project including replacement of numerous
easement sewer mains and appurtenances.

Service Dates: 2015-2026 Project Cost: \$20,000,000+ est.

SECTION D: PROJECT COST SHEET

PROJECT COST ESTIMATING SHEET
CITY OF ALAMEDA
2026 EASEMENT SEWER REHABILITATION PROJECT

NUTE ENGINEERING
907 Mission Ave
San Rafael, CA 94901

	Survey Crew w/TS	Office Surveyor	Engineer III	Engineer II	CAD Tech I	Technical Typing	Direct Cost	Direct Cost Markup	TOTALS
Rate \$/Hr	\$278	\$229	\$228	\$214	\$158	\$136			
Task 1. Pre-Design Investigation									
1. Review existing information (Survey Maps, Record drawings, etc.)			8	8					
2. Field and utility investigation									
a. CCTV Inspection Review			12	12					
b. Utility Investigation			8	8		8			
c. Notification Letters/Resident Communications			12			40			
d. Field Investigations			60	60					
e. Permit Identification			4						
3. Utility Mapping			8	8	24				
4. Geotechnical investigation for all work locations			4				39,300	3,930	
5. Topographic survey and CAD processing for all work locations	60	40							
Hours	60	40	116	96	24	48			
Cost	\$16,680	\$9,160	\$26,448	\$20,544	\$3,792	\$6,528	\$39,300	\$3,930	\$126,382
Task 2. Prepare Plans, Review Specifications and Cost Estimate									
1. Project Design Coordination									
a. Kickoff Meeting			3	3					
b. Progress Meetings (3 total)			9	9					
c. Public Outreach			12			12			
2. Project document management			16	16		24			
3. Project Plans									
Coordinate all backfill, paving requirements, details per the City of									
a. Alameda			4	8	8				
b. Develop and submit 30% plans			16	16	40				
c. Develop and submit 60% plans			16	16	40				
d. Develop and submit 95% plans			16	16	32				
e. Submit final plans (plan only, no profiles)			16	16	24				
4. Prepare project specifications			16			16			
5. Develop detailed project cost estimate			8	8					
Hours			132	108	144	52			
Cost			\$30,096	\$23,112	\$22,752	\$7,072			\$83,032
TOTAL			\$56,544	\$43,656	\$26,544	\$13,600	\$39,300	\$3,930	\$209,414



David Stier RCE No. 68950

April 15, 2026

Date

SECTION E: INSURANCE REQUIREMENTS AND STANDARD FORM

1. PROFESSIONAL SERVICES AGREEMENT

Nute Engineering will accept the City's standard professional services agreement provided in the RFP without any revisions.

Miller Pacific Engineering Group requires the following revisions to City requirements (Page 3, Section 9 in PSA) for the geotechnical investigation work. The City of Alameda has allowed the following revisions in the *Indemnity and Hold Harmless Agreement* in recent projects.

	INDEMNITY AND HOLD HARMLESS AGREEMENT (SE1)
	Community Development • Planning & Building 2263 Santa Clara Ave., Rm. 190 Alameda, CA 94501-4477 alamedaca.gov 510.747.6800 • F: 510.865.4053 • TDD: 510.522.7538 Hours: 7:30 a.m.–3:30 p.m., M–Th
Miller Pacific Engineering Group, whose address is 504 Redwood Blvd, Novato CA 94947 (physical) / PO Box 2802, Novato CA 94948 (mailing)	
(hereinafter "Indemnitor") in consideration of _____	
agrees to the following terms and conditions:	
Indemnitor shall defend, indemnify, and hold harmless the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, to the extent such Liability arises out of, pertains to, or relates to sub consultant negligence, recklessness, or willful misconduct as defined by the California Civil Code 2782.8(c) regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit.	
Indemnitor shall defend, indemnify and hold harmless the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms, or corporations, furnishing or supplying work, services, materials, equipment, or supplies to the extent such Liability arises out of, pertains to, or relates to sub consultant negligence, recklessness, or willful misconduct as defined by the California Civil Code 2782.8(c) arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit.	
By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.	
The signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.	
Date: _____	
By: _____	
Print Name: _____	
Title: _____	

2. INSURANCE REQUIREMENTS

Our firm can satisfy the insurance requirements shown in the sample agreement as evidenced by our current design work with the City of Alameda.



APPENDIX A – NUTE ENGINEERING

STATEMENT OF QUALIFICATIONS

NUTE ENGINEERING Civil and Sanitary Consultants

Founded in 1945, Nute Engineering provides a wide range of water resources and environmental engineering services including the planning, design and construction review of wastewater treatment plants, wastewater reclamation systems, pump stations and pipelines.

Nute Engineering has sustained longevity as a small business in the municipal wastewater field because of its focus on system reliability and knowing the state-of-the-art in sewer rehabilitation and wastewater treatment and reuse. Over its history Nute Engineering has pioneered:

- Specification of PVC C-900 for sewers
- UV disinfection for wastewater
- Use of wetlands for wastewater treatment
- Trenchless pipeline technologies

Nute Engineering designs are known for:

- Specifying durable materials such as 316 stainless steel, HDPE, PVC and others



- Tailoring services to agency-specific needs for designs and providing quality record documents

- Recognition by contractors as having complete and clear project plans
- Specifying the latest proven construction methods including microtunneling and directional drilling

Nute Engineering is able to design and provide consulting engineering services on relatively large projects by associating with appropriate consultants to provide geotechnical, structural, electrical and other specialized disciplines necessary for the completed project. Clients include cities, counties, special districts, public water supply and sanitation agencies as well as other engineering firms, attorneys, non-profit groups and private individuals.

Nute Engineering has prepared comprehensive master plans, compliance plans and capital facility plans for a number of agencies including:

- The City of Albany
- Las Gallinas Valley Sanitary District
- San Rafael Sanitation District
- Mt. View Sanitary District
- City of Ft. Bragg

As consultant for a number of sanitation agencies with trickling filter plants, Nute Engineering has successfully planned and designed upgrades which allow compliance with stringent new discharge requirements.

Over 20 sanitary sewer rehabilitation projects in narrow streets and hilly terrain have been built in the last seven years for which Nute Engineering has provided the overall project design. Clients include:

- The City of Alameda
- Alto Sanitary District
- Homestead Valley Sanitary District
- Montara Water & Sanitary District

STATEMENT OF QUALIFICATIONS

Awards and Distinctions

2019 California Association of Sanitation Agencies, California

Award of Excellence for Outstanding Capital Project

Project: **Mt. View Sanitary District,**

Moorhen Marsh Western Pond Turtle Habitat Enhancement Project

Mt. View, California

2015 California Water Environment Association, California.

Engineering Achievement Award

Project: **Novato Sanitary District,**

Olive Parallel Force Main Project

Marin County, California

2014 American Council of Engineering Companies, California.

Engineering Excellence Award – Small Firm Merit Award

Project: **Sausalito-Marín City Sanitary District,**

Locust Street Pump Station Improvement Project

Marin County, California



1996 Consulting Engineers and Land Surveyors of California

Engineering Excellence Award

Project: **Mt. View Sanitary District,**

Design of the Ultraviolet Disinfection Facility

Mt. View, California

1996 San Francisco Bay Section of the California Water Environment Assoc.

Engineering Achievement Award

Project: **Mt. View Sanitary District,**

Design of the Ultraviolet Disinfection Facility

Mt. View, California

1987 Annual Consulting Engineers Assoc. of Calif. Competition

Award for Excellence in Engineering, Second Place

Project: **Las Gallinas Valley Sanitary District**

Wastewater Reclamation Project

Marin County, California

PROFILE | David Stier, Engineer III



DAVID STIER Engineer III

P 415-453-4480 x214
d.stier@nute-engr.com

Mr. Stier has over 35 years experience in construction and 24 years in the field of civil engineering as a designer and project manager. His previous work includes various aspects of commercial and residential land development including site and utility design, structural design, and subdivision planning activities. He is also well versed in ADA compliance issues.

During his tenure at Nute Engineering, Mr. Stier has worked on design of gravity and pressure pipelines, pump station analysis and design, and wastewater treatment plant upgrades. In addition, he performs construction management on various projects and assists clients with air quality and environmental permitting issues.

EDUCATION

B.S. Environmental Resources Engineering
Humboldt State University, Arcata, 2002

PROFESSIONAL REGISTRATION

Civil Engineer
California, RCE #68950

WORK EXPERIENCE

2009–Present, *Vice President*
Nute Engineering
San Rafael, Calif.

2006–08, *Private Consultant*

2004–06, *Associate Engineer*
Whitchurch Engineering
Fortuna, Calif.

2002–04, *Associate Engineer*
Graham Matthews & Associates
Arcata, Calif.

2000–02, *Research Assistant*
Humboldt State University
Arcata, Calif.

PUBLICATION

Stier, David E., Leisenring, Marc A., Kennedy, Matthew G. [2002] Identifying Potential Zebra Mussel Colonization, *UMAP Journal* 22(4): 385-395.

PROFILE | Randall T. Willis, Surveyor

Randall T. Willis, Surveyor

P 415-453-4480 x205

r.willis@nute-engr.com

Randall T. Willis, PLS 8118, has over 45 years of land surveying experience covering every aspect of land surveying. Mr. Willis has a background in civil engineering and understands the technical requirements of design professionals. He has the professional and practical experience to work and communicate cooperatively and effectively with design and construction personnel. Randall has worked for and been mentored by some renowned surveyors in Northern California including Dave Cramer LS 5103, Cliff Stock LS 6650, John Stuber LS3303 and Ron Simpkins LS 3201. For the last two years, Mr. Willis has worked for Nute Engineering.

SELECTED PROJECT EXPERIENCE

Sanitary District No. 2,

Marin County:

- 2023 Meadowsweet Trunk Sewer Rehabilitation Project
Phases I and II

City of Alameda,

Contra Costa County:

- Cycle 17 - Cycle 22 Sewer Replacement Projects

Novato Sanitary District

Marin County:

- Marin Village Pump Station Improvements Project

EDUCATION

Civil Engineering / Land Surveying,
Michigan Technological University

Civil Engineering,
Michigan State University, East Lansing

PROFESSIONAL

PLSA - California, PLS 8118

AFFILIATIONS / CERTIFICATES

CLSA – California Land Surveyor's Association

ACSM – American Congress on Surveying and
Mapping

NSPS – National Society of Professional Surveyors

WORK EXPERIENCE

2023-Current, *Professional Land Surveyor*
Nute Engineering
San Rafael, CA

2006-2023, *Professional Land Surveyor*
Willis Land Surveying
Petaluma, CA

2005-2007, *LSIT/Survey Party Chief*
Oberkamper & Associates
Novato, CA

2003-2005, *Land Surveying Party Chief*
David L. Cramer & Associates
Novato, CA

1989-2003, *Office Surveyor/Civil Technician*
CSW/Stuber-Stroeh
Novato, CA

PROFILE | Adrian Bartshire, Engineer II



ADRIAN BARTSHIRE, Engineer II

P 415-453-4480 x206
adrian.b@nute-engr.com

Mr. Bartshire is a Civil Engineer with more than 18 years of professional design and construction experience in Site/Civil, Drainage, Water, and Sewer infrastructure improvement projects. Mr. Bartshire has technical expertise in most facets of water including storm water, groundwater, irrigation, channel restoration, drinking water, and wastewater as well as experience with the full life cycle of projects from planning, permitting, design, construction and demolition. Adrian is a key team member working on numerous sewer projects in Alameda over the past 10 years

EDUCATION

B.S. Environmental Resources Engineering
with minor in Applied Mathematics
Humboldt State University, Arcata, 2002

PROFESSIONAL REGISTRATION/ CERTIFICATIONS

Civil Engineer
California, RCE #70839

Qualified SWPPP Developer No. 23620

LEED AP - US Green Building Council

WORK EXPERIENCE

2015-Present, Nute Engineering

2009-2015, Stetson Engineers

2006-09, *SEA Consultants, Inc.*

2003-06, *Stantec Consulting, Inc.*

PROFILE | Brendan O'Dwyer, Engineering Technician



BRENDAN O'DWYER CAD Drafter II

P 415-453-4480 x209
b.odwyer@nute-engr.com

Mr. O'Dwyer has worked in the Civil Engineering and Land Surveying field for over 20 years. His experience as a drafter includes topographic mapping and civil design including cost estimating, creating site plans, demolition plans, and specializing in sewer rehabilitation projects. While at Nute Engineering, Mr. O'Dwyer has assisted in the designing of numerous easement sewer projects throughout the Bay Area. He has also been on the job site for construction staking and construction management and inspection for several projects field verifying pipe grades with a Land Surveyor. He is fluent in the latest version of AutoCAD, Civil 3D 2026, MS Office and Photoshop.

EDUCATION

Certificate in Civil Engineering and Land Surveying, with an emphasis on Surveying
 Santa Rosa Junior College, 2003-2006

Basic AutoCAD through Advanced AutoCAD
 emphasis on Civil Design, Santa Rosa Junior
 College, 2003-2006

Fundamental Surveying through GPS and
 GIS Training Boundary, Santa Rosa Junior
 College, 2003-2006

WORK EXPERIENCE

2012– Present, *CAD Drafter II*
 Nute Engineering
 San Rafael, CA

2009–2011, *Survey Party Chief*
 Willis Professional Land Surveying
 Petaluma, CA

2010– 2011, *IT Manager*
 Bella Notte Linens
 Novato, CA

2006–2009, *Designer/Drafter Tech 2*
 CSW/Stuber-Stroeh
 Novato, CA

2005–2006, *Drafter Tech 1*
 Carlenzoli and Associates
 Santa Rosa, CA



APPENDIX B – MILLER PACIFIC ENGINEERING GROUP



Proposal and Statement of Qualifications for The City of Alameda RFP Sanitary Sewer Easement Project

April 8, 2026

Prepared for:

City of Alameda
Public Works Department
950 W. Mall Square
Alameda, California

Miller Pacific Engineering Group

Nute Engineering, Inc.

1360 Redwood Way, Suite B	■	Petaluma, California 94954	■	T (707) 765-6140	millerpac.com
Napa Valley Business Park	■	Napa, California, 94558	■	T (707) 265-7936	F (707) 265-7982
Novato Office Mailing Address	■	P.O. Box 2802	■	Novato, California	94948-2802
504 Redwood Blvd., Suite 220	■	Novato, California 94947	■	T (415) 382-3444	F (415) 382-3450

Company Profile

Miller Pacific Engineering Group (MPEG) provides clients with services in the geosciences by drawing on its professional expertise in Geology, Civil and Geotechnical Engineering. MPEG is an employee-owned California Corporation and certified Small Business Enterprise (License #0048998) founded in 1989 by Eugene Miller. Our headquarters is in Novato and our secondary office and in-house soils laboratory are in Petaluma. Additional branch offices are in Napa and Couer d'Alene, Idaho.

MPEG offers complete Geologic, Geotechnical, and Geo-Structural Engineering services, including:

Engineering Geology: Geologic feasibility studies, geologic hazard evaluations, fault and seismicity studies, landslide mapping and evaluation, slope and groundwater monitoring, coastal hazards analysis, GIS geologic mapping and infrastructure database construction, and storm damage/landslide emergency response.

Geotechnical Engineering: Geotechnical feasibility and investigations, seismic retrofit engineering, geotechnical settlement analyses, foundation and retaining wall design, pavement evaluation and rehabilitation, pavement recycling and design, distressed property evaluations, geotechnical peer-review, forensic studies, and expert witness services.

Geo-Civil and Geo-Structural Engineering: Roadway and slope stabilization, storm damage and landslide mitigation, dam and embankment design, foundation and underpinning design, and retaining wall, design and specialty retention system design (soil nails, tiebacks, debris catchment structures, etc.), bridges, creekbank and shoreline protection.

Geotechnical Construction Monitoring and Testing: Geotechnical QA/QC including site preparation, excavation and slope-stability monitoring, mass grading operations, foundation excavations and construction, retaining wall construction, surface and subsurface drainage construction, underground utility construction and backfill, pavement section construction, concrete sampling and testing, and other geotechnical project components.

Our firm has an active quality control program and has undergone four cycles of peer review and evaluations by GBA (Geotechnical Business Association). We regularly participate in several professional organizations including the American Society of Civil Engineers (ASCE), Association of Environmental and Engineering Geologists (AEG), CalGeo, and others.

Management and Key Personnel

We consider ourselves uniquely qualified to provide the requested services due to our team of engineers, geologists, field technicians and support staff who bring wide-ranging local experience and capabilities to our clients. Key personnel who would work on City projects are identified below. Resumes are attached in Appendix A.



Rusty Arend, G.E., works out of the Novato and Couer d'Alene, Idaho offices, and will serve as lead Geotechnical Engineer (including acting as Geotechnical Engineer of Record for design projects) and backup Project Manager. He has nearly 20 years of wide-ranging experience and expertise in geotechnical analysis; design of cantilevered, tieback, soil nail/shotcrete, and gravity retaining walls, directional drilling and tunneling, storm drainage and related facilities, and heavy engineering bidding/construction support. Mr. Arend's primary responsibilities will include data reduction/analysis, geo-civil/geo-structural design, and bidding/construction support.



Zoe Stephens, P.G., is based in the Novato office and has more than 10 years' experience with Miller Pacific. In addition to performing landslide, earthquake fault, and other geologic hazards investigations, her experience includes managing capital public infrastructure improvement and rehabilitation projects throughout the Bay Area. She is familiar with a wide array of subsurface exploration techniques and equipment and maintains very strong relationships with local exploration contractors and permitting agencies.

Zoe would support geologic evaluations, geotechnical investigations, hazards analysis, and geotechnical database maintenance. She also would be available for emergency response as needed.

Experience with Similar Projects

City of Alameda Cyclic Sewer Rehabilitation Project | City of Alameda Public Works

The annual Cyclic Sewer Rehabilitation project. The project has involved rehabilitation of approximately 28.4 miles of new sanitary sewer pipeline throughout the City of Alameda so far. Miller Pacific has provided geotechnical services over approximately 10 years for Cyclic 13, 14, 16, 17, 18, 19, 20, 21, 22, and the current Cyclic-23 project. Working as a subconsultant to Nute Engineering, Miller Pacific is providing geotechnical services including subsurface exploration, laboratory testing, and developing recommendations and design criteria related to temporary support of excavations, temporary dewatering, earthwork, trench backfill, new pavement sections, seismic design, and other geotechnical-related items.

Client: Nute Engineering
Project Manager: David Stier
Phone Number: 415-717-3496

2015 to 2017 Gravity Sewer Improvement Project | Ross Valley Sanitary District

The Ross Valley Sanitary District's 2015 to 2017 Gravity Sewer Improvement Project consists of replacing or rehabilitating approximately 17 miles of existing sanitary sewer pipes with diameters ranging from 6 to 24 inches at various locations throughout central Marin County. While much of the work will be completed using open trenching, the District is considering trenchless construction methods for several creek crossings and in areas that would require deep trenches and/or disturbance to traffic and surface activities.

Working as a subconsultant to Harris & Associates, Miller Pacific is providing geotechnical services including subsurface exploration, laboratory testing, geotechnical characterization of ground conditions and evaluation of feasible trenchless construction alternatives at the crossing locations. The trenchless methods under consideration include microtunneling, HDD, pilot tube-guided boring, pipe ramming and auger boring.

Client: Harris & Associates
Project Manager: Jasmine Cuffee
Phone Number: 925-827-4900

Recycled Water Expansion Project, North and South Service Areas | North Marin Water District

The Recycled Water Project for North Marin Water District's northern and southern service area consisted of installing approximately 4 miles of new 12-inch PVC water distribution pipeline in northern and southern Novato. The project included two trenchless crossings beneath a slough and railroad track owned by SMART. The trenchless crossings were constructed using auger boring to install a 24-inch steel casing for insertion of the new waterline.

Working as a subconsultant to Nute Engineering, Miller Pacific completed the geotechnical investigation for the project, provided geotechnical design criteria for the shaft excavation support systems, and evaluated alternative construction methods for the trenchless crossing. The methods considered included microtunneling, auger boring, and HDD.

Client: Nute Engineering
Project Manager: Mark Wilson
Phone Number: 415-453-4480

Recycled Water Expansion Project, Central Service Area | North Marin Water District

North Marin Water District's Recycled Water Expansion Project for the central service area will include installing approximately 3.5 miles of new 12-inch PVC water distribution pipeline in central Novato to supplement NMWD's existing distribution system. HDD construction methods are planned at several locations to cross beneath Highway 101, culverts, and other existing structures, as well as to mitigate traffic impacts in busy roadways. Project challenges include difficult ground conditions at the HDD crossings which range from soft Bay Mud and alluvial soils to weathered bedrock.

Working for NMWD, Miller Pacific is providing geotechnical services including subsurface exploration, characterization of ground conditions, and assisting with geotechnical input for the HDD design. Project construction is scheduled to begin in 2016.

Client: North Marin Water District

Project Manager: Drew McIntyre

Phone Number: 415-897-4133

Selected Recent Alameda Projects:

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 13 Sewer Rehabilitation Project, Alameda, California*, dated May 17, 2016.

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 14 Sewer Rehabilitation Project, Alameda, California*, dated February 3, 2017.

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 16 Sewer Rehabilitation Project, Alameda, California*, dated May 1, 2019.

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 17 Sewer Rehabilitation Project, Alameda, California*, dated May 20, 2020.

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 18 Sewer Rehabilitation Project, Alameda, California*, dated June 15, 2021.

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 19 Sewer Rehabilitation Project, Alameda, California*, dated July 29, 2022.

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 20 Sewer Rehabilitation Project, Alameda, California*, dated June 9, 2023.

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 21 Sewer Rehabilitation Project, Alameda, California*, dated June 3, 2024.

Miller Pacific Engineering Group, *Geotechnical Investigation, City of Alameda, Cyclic 22 Sewer Rehabilitation Project, Alameda, California*, dated September 10, 2025.

Other Roadway and Utility Rehabilitation:

Project: Meadowsweet Drive Sewer Rehabilitation

Location: Corte Madera, California

Client Reference: Nute Engineering, Mark Wilson

Project: San Rafael Sanitation District Sewer Rehabilitation (2020, 2023, 2025)

Location: San Rafael, California

Client Reference: San Rafael Sanitation District, Phillip Buckley

Project: RVSD 2023-24 Gravity Sewer Improvements Project

Location: Fairfax, California

Client Reference: Harris and Associates, Kourosh Iranpour

Project: Millbrae Pavement Assessment (2018, 2020, 2022)

Location: Millbrae, California

Client Reference: Bellecci and Associates, Robert Broestl

PROJECT HIGHLIGHT
ALAMEDA CYCLIC SANITARY SEWER REHABILITATION
 ALAMEDA, CALIFORNIA



MILLER PACIFIC
ENGINEERING GROUP



CITY OF ALAMEDA PREVIOUS EXPLORATION

General site map showing the approximate locations of previous soil borings performed by Miller Pacific Engineering Group

PROJECT DESCRIPTION

Miller Pacific has provided engineering services for the City of Alameda pertaining to portions of the Sewer Master Plan, namely the annual Cyclic Sewer Rehabilitation project.

The project has involved rehabilitation of approximately 28.4 miles of new sanitary sewer pipeline throughout the City of Alameda so far. Miller Pacific has provided geotechnical services over approximately 10 years for Cyclic 13, 14, 16, 17, 18, 19, 20, 21, 22, and the current Cyclic-23 project.

Our subsurface exploration program has identified and mapped subsurface geology throughout most of the island. Our investigation reports evaluated relevant geologic hazards (principally seismic shaking and liquefaction), developed recommendations and design criteria related to temporary support of excavations, temporary dewatering, earthwork, trench backfill, new pavement sections, seismic design, and other geotechnical-related items, and provided recommendations for trenchless construction methods.

GEOTECHNICAL SCOPE

- Geotechnical Investigation with Exploration
- Geotechnical Consultation

CONTRACTING AGENCY

City of Alameda
 Public Works Department
 950 W. Mall Square
 Alameda, California
 Contact: Phillip Lee

KEY STAFF

Project Engineer: Rusty Arend
 Project Geologist: Zoe Stephens

Novato
 504 Redwood Blvd., Suite 240
 Novato, CA 94947
 T (415) 382-3444

Petaluma
 1360 Redwood Way Suite B
 Petaluma, CA 94954
 T (707) 765-6140

Napa
 135 Camino Dorado, Suite C
 Napa, CA 94558
 T (707) 265-7936



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2026

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Angela Borg PHONE (A/C, No, Ext): 510-272-1429 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
INSURED Nute Engineering, Inc. 907 Mission Avenue San Rafael CA 94901-2910	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Accident and Indemnity Company	22357	INSURER B : XL Specialty Insurance Company	37885	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D : Hartford Underwriters Insurance Company	30104	INSURER E :		INSURER F :	
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INSURER F :															

 License#: 6003745
 NUTEENG-01

COVERAGES

CERTIFICATE NUMBER: 2059462655

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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	84SBWBK8EDB	4/16/2026	4/16/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	84UEGTL4607	4/16/2026	4/16/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	84SBWBK8EDB	4/16/2026	4/16/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	84WEGAD5P4V	4/16/2026	4/16/2027	☒ PER STATUTE ☐ 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
B	Professional Liability			DPR5056402	4/16/2026	4/16/2027	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
 RE: City of Alameda Cyclic 22 Sewer Rehabilitation Project.
 The City of Alameda, its City Council, Boards and Commissions, Officers and Employees are included as Additional Insured for General Liability and Automobile Liability as required by written contract. General Liability Insurance is primary and non-contributory and a Cross Liability Clause applies per policy form. Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 Day Notice of Cancellation.

Initial

Lc

6/4/2026

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

 City of Alameda
 Dept. of Public Works
 950 West Mall Square, Room 110
 Alameda CA 94501

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

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 "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

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 "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

Policy # 84SBWBK8EDB



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured 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 of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

→ **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

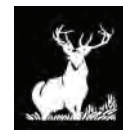
- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 84WEGAD5P4V

Endorsement Number:

Effective Date: 04/16/2026

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Nute Engineering, Inc.

907 Mission Avenue

San Rafael, CA 94901-2910

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

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Angela Borg

Countersigned by _____ Authorized Representative