### SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025 ("Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation ("the City"), and ENGEO INCORPORATED, a California corporation, whose address is 2633 CAMINO RAMON, SUITE 250, SAN RAMON, CALIFORNIA 94583 ("Provider" or "Contractor"), in reference to the following facts and circumstances:

### RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: on-call Geotechnical Engineering and Construction Testing services. City staff issued an RFP on March 17, 2025 and after a submittal period of twenty-one days received nine timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.

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 June 17, 2025.

E. The City and Provider desire to enter into an agreement for on-call Geotechnical Engineering and Construction Testing services, upon the terms and conditions herein.

### AGREEMENT

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

### 1. <u>TERM</u>:

The term of this Agreement shall commence the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

### 2. <u>SERVICES TO BE PERFORMED</u>:

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 <u>Exhibit A</u> as requested. Provider acknowledges that the work plan included in <u>Exhibit A</u> is tentative and does not commit the City to request Provider to perform all tasks included therein.

### 3. <u>COMPENSATION TO PROVIDER</u>:

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

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

### 4. <u>TIME IS OF THE ESSENCE</u>:

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

### 5. <u>STANDARD OF CARE</u>:

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. <u>INDEPENDENT PARTIES</u>:

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. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

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. <u>NON-DISCRIMINATION</u>:

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. <u>HOLD HARMLESS</u>:

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. <u>INSURANCE</u>:

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. <u>COVERAGE REQUIREMENTS</u>:

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

(1) <u>Workers' Compensation</u>:

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

(2) <u>Liability</u>:

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) <u>Automotive:</u>

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

Bodily injury: Property Damage:	\$1,000,000 each occurrence \$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) <u>Professional Liability</u>:

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

### \$2,000,000 each claim

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

### c. <u>SUBROGATION WAIVER</u>:

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. <u>FAILURE TO SECURE</u>:

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. <u>ADDITIONAL INSUREDS</u>:

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. <u>SUFFICIENCY OF INSURANCE</u>:

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. <u>EXCESS OR UMBRELLA LIABILITY:</u>

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. <u>CONFLICT OF INTEREST</u>:

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. <u>PROHIBITION AGAINST TRANSFERS</u>:

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. <u>APPROVAL OF SUB-PROVIDERS</u>:

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 <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

### 14. <u>PERMITS AND LICENSES</u>:

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. <u>REPORTS</u>:

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. <u>**RECORDS**</u>:

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. <u>NOTICES</u>:

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

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

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

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

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

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

ENGEO Incorporated 2633 Camino Ramon, Suite 250 San Ramon, CA 94583 ATTENTION: Uri Eliahu, President Ph: (925) 866-9000 / Email: <u>ueliahu@engeo.com</u>

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

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

### 18. <u>SAFETY</u>:

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. <u>TERMINATION</u>:

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. <u>ATTORNEYS' FEES</u>:

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. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

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. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

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. <u>CONFLICT OF LAW</u>:

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. <u>WAIVER</u>:

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. <u>INTEGRATED CONTRACT</u>:

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. <u>PREVAILING WAGES</u>:

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. <u>DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND</u> <u>PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS</u>:

a. For purposes of Sections 27 through 29 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certaion bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <u>https://www.dir.ca.gov/Public-Works/Contractor-Registration.html</u>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <u>https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html</u>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that

f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### 28. <u>REGISTRATION OF CONTRACTORS</u>:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

### 29. <u>PUBLIC CONTRACT CODE SECTION 9204 SUMMARY</u>:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

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d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

### 30. <u>CAPTIONS</u>:

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.

### 31. <u>COUNTERPARTS</u>:

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.

### 32. <u>SIGNATORY</u>:

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.

### 33. <u>CONTROLLING AGREEMENT</u>:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and

conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ENGEO INCORPORATED a California corporation

CITY OF ALAMEDA a municipal corporation

Uri Eliahu

Uri Eliahu President Jennifer Ott City Manager

Macy Tong

Macy Tong Assistant Treasurer

### RECOMMENDED FOR APPROVAL

Erin Smith

Eri<sup>325</sup>S<sup>383</sup>377<sup>491</sup>... Public Works Director

APPROVED AS TO FORM: City Attorney

-DocuSigned by: Ler Aslanian

LeffsASPantan Assistant City Attorney

Exhibit A



**Statement of Qualifications** 

## Proposal for Geotechnical Engineering and Construction Testing Services

April 4, 2025

P17330.001.000

Submitted to: Scott Wikstrom, City Engineer City Hall West, Public Works Department 950 West Mall <u>S</u>quare, Room 110 Alameda, CA 94501



### **Cover Letter**

Project No. P17330.001.000

April 4, 2025

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

Subject: Request for Qualifications for Geotechnical Engineering and Construction Testing Services Alameda, California

Dear Mr. Wikstrom,

We are pleased to submit the enclosed statement of qualifications to the City of Alameda for Geotechnical Engineering and Construction Services.

For the past 5 years, ENGEO has been proud to partner with the City, serving on numerous successful public infrastructure projects. **We have performed on-call services for geotechnical engineering and construction testing for the City since 2020.** Our extensive history of successful projects for the City exemplifies our steadfast commitment to serving Alameda and its residents. Our long-standing relationship has provided us with a deep understanding of the City's priorities, operational goals, and unique needs. We value the opportunity to build on our strong foundation of collaboration and trust.

We are an award-winning, employee-owned California Corporation of more than 400 geotechnical and civil engineers, geologists, hydrologists, hydrogeologists, environmental scientists, coastal engineers, construction quality-assurance representatives, and laboratory testing specialists serving clients in the U.S. and abroad for over 54 years. Our geotechnical engineering and construction testing expertise, in house resources, diverse service offerings, and familiarity with the local area make us uniquely qualified to perform the entirety of the scope of services in the request for qualifications.

Our ongoing partnership has consistently delivered results, and we hope to continue serving the City. We remain committed to upholding the high standards of service and innovation the City expects.

Should you have any questions or require additional information, please contact Jeff Fippin, PE, GE, QSD, at jfippin@ENGEO.com and (925) 570-7970. Thank you for your consideration.

Sincerely,

ENGEO Incorporated

Jeff **Fippin**, PE, GE, QSD Project Manager

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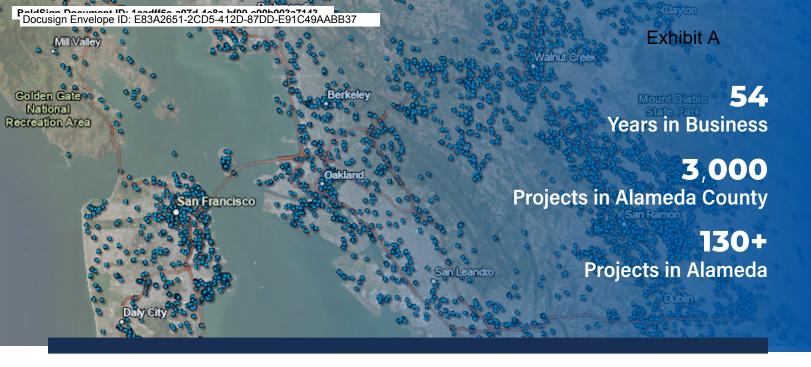
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Exhibit A

SECTION A

Description of Organization, Management and Team Members



### A. Description of Organization, Management and Team Members

### About ENGEO

Founded in 1971, we have a long history of delivering tailored geotechnical solutions for a wide range of projects for the City of Alameda. Our service, innovation, and optimized solutions set us apart. We share an absolute commitment to providing practical and constructible solutions based on good science and sound engineering.

ENGEO is an award-winning, employee-owned California Corporation of more than 400 geotechnical and civil engineers, geologists, hydrologists, hydrogeologists, environmental scientists, coastal engineers, construction quality-assurance representatives, and laboratory testing specialists serving clients in the U.S. and abroad for over 54 years. ENGEO has served many iconic and highly visible projects with complex engineering and geologic challenges.

ENGEO serves all types of projects including transportation, flood control, water storage, conveyance and treatment, industrial facilities, civic structures, healthcare, education, energy, manufacturing, ports, harbors, waterfront development, residential, mixed-use communities, and urban development.

### **Local Expertise**

ENGEO is highly familiar with the local geotechnical, geologic, and environmental challenges of Alameda, having performed engineering services for 130 projects within the City of Alameda, and almost 3,000 projects within the County of Alameda. We have mitigated the soft and compressible Young Bay Mud found at the perimeter of the Island, as well as the liquefiable sand placed as fill and naturally occurring on the island. We have designed and provided construction recommendations for utilities that extend to and below the shallow groundwater commonly encountered in Alameda. We are familiar with working on in the areas of the Marsh Crust and are familiar with the environmental conditions at the formal military and industrial properties in the City.

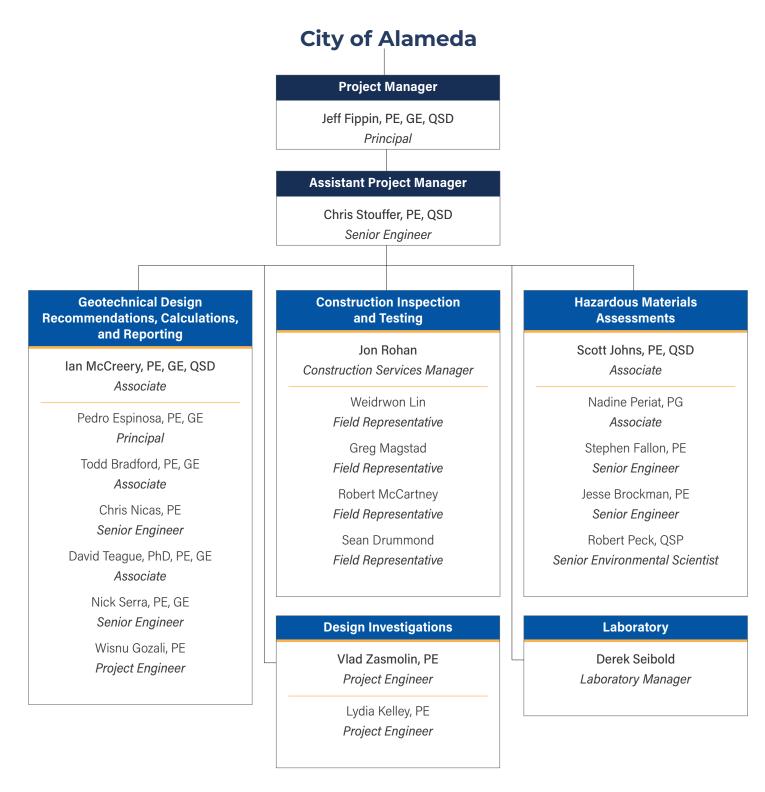
ENGEO has served the City of Alameda performing on-call geotechnical and construction testing services since June 2020; under this contract, we have performed peer review, geotechnical exploration and construction-phase services. Additionally, ENGEO has a long-standing history prior to our on-call agreement working with the City of Alameda directly on numerous projects including the Seaplane Ferry Terminal, Alameda Point development assistance, evaluations of Grand Marina and Piers 1, 2, and 3, and evaluation of the lagoon seawalls, among other engagements.

We are currently or recently performed similar services for various development projects in Alameda, including Alameda Marina, Alameda Point West Midway, Alameda Landing, Former Penzoil/Shell Property, Encinal Terminals, Warehouse 48, and the WETA Central Bay Operations and Maintenance Facility.



### **Organizational Chart**

We have carefully selected a team of highly skilled professionals for this project, based on their extensive experience and proven expertise. Each team member brings a unique set of skills and knowledge, allowing us to deliver exceptional geotechnical services tailored to the specific needs of each project. Our team's familiarity with local conditions and regulatory requirements further enhances our ability to provide efficient and effective solutions.





### **Key Team Members and Roles**

The following table outlines the key team members who will be dedicated to this contract.

Name	Bio and Role Description
	<b>Role: Project Manager.</b> Jeff will act as the main point of contact, provide quality assurance of deliverables, and assemble the team to perform each work assignment. He will communicate directly with you on project status and deadlines.
Jef Fippin, PE, GE Principal Location Oakland	Jeff has more than 20 years of experience managing on-call services contracts including City of Alameda, City of Oakland, City of Livermore, City of Roseville, Contra Costa County, Alameda County, and City of San Ramon. Jeff coordinates complex field investigations, provides design recommendations and communicates with various stakeholders in providing geotechnical services to both public and private sector clients. His experience includes waterfront and marine engineering, hydraulic structures, industrial facilities, transportation and infrastructure improvements, and residential and commercial developments. His experience in the City of Alameda is extensive, having served numerous projects for the City, WETA, EBRPD, and various private entities.
	<b>Role: Assistant Project Manager.</b> Chris will act as a backup point of contact if the Project Manager is unavailable. He will assist in managing subcontractors and preparing invoices and occasionally manage individual project assignments.
Chris Stouffer, PE, QSD Senior Engineer Location San Francisco	Chris graduated from the University of California, Berkeley with a Master of Science in GeoSystems Engineering. He assists in both design and construction services for projects in the public and private sector. In design, he assists in identifying geologic hazards and providing foundation and/or ground improvement recommendations. In construction services, he assists in developing and implementing QA/ QC programs, developing construction monitoring programs for existing structures, and providing on-site consultation. His projects are in both the public and private sector and include master plan developments, shoreline reclamation, and residential mid-rise structures.
Ian McCreery, PE, GE, QSD Associate Location Oakland	<ul> <li>Role: Geotechnical Design. Ian will be responsible for leading the team performing geotechnical design, recommendations, calculations and reporting.</li> <li>Ian joined ENGEO in 2014 and manages the geotechnical aspects of projects in design and construction around the San Francisco Bay Area. He specializes in land development projects, including design and construction of new infrastructure, urban projects with deep excavations, and hillside slope stability and grading projects. Ian's experience as a special inspector in construction has given him a unique perspective on constructability and practicality in geotechnical design and project management.</li> </ul>



Name	Bio and Role Description
	<b>Role: Construction Services Manager.</b> Jon will provide quality assurance during materials testing engagements and support our field representatives with professional guidance.
Jonathan Rohan Construction Services Manager Location San Francisco	Jon is responsible for managing construction projects and overseeing a group of our Construction Services Representatives (CSRs). Jon provides scheduling, mentoring, and quality assurance of the work of our staff. The staff he serves perform field observations and testing of soil and rock materials and utilize a nuclear density gauge to determine moisture-density content of soil and rock. Jon reviews field documentation created by the CSRs he serves as well as communicating and collaborating with clients, subcontractors, city agents, project managers and team members to proactively address geotechnical- related construction considerations.
	Role: Geotechnical Investigations. Vlad will be responsible for leading the team performing design investigations.
Vlad Zasmolin, PE Project Engineer Location Oakland	Vlad has four years of experience in the Geotechnical Engineering field. He joined ENGEO in 2024 and currently serves the Oakland office as a Project Engineer. His areas of focus include site response analysis, liquefaction analysis, slope stability analysis, soil characterization, foundation engineering, lab analysis, and construction coordination. He has geotechnical field experience, including construction observation, logging and sampling of soil borings, nuclear gauge compaction testing, and site reconnaissance. His experience includes the design of tunnels, mixed-use structures, excavated slopes, and auditorium and theatre developments.
	Role: Laboratory Testing. Derek will oversee quality control and best practices in producing reliable, accurate laboratory test results.
Derek Seibold Laboratory Manager Location Danville Laboratory	Derek manages ENGEO's laboratory. He performs laboratory testing per ASTM and Caltrans test methods. His functions include preparing and performing soil tests, plasticity index, fine and course aggregate gradations, hydro tests, pH tests, Triaxial, Consolidation, Direct shear, Permeability and aggregate soil sample preparation. In addition, he assists in collecting soil samples for projects, concrete cylinder tests, and relative compaction curves.
	<b>Role: Hazmat Assessments.</b> Scott will lead our team performing any requested hazmat evaluations in soil and groundwater. Her will lead Phase I and Phase II environmental site assessments. He will leverage his relationships with Bay Area regulators for the benefit of the City of Alameda's projects.
Scott Johns, PE, QSD Associate Location San Ramon	Scott joined ENGEO in 2007 and serves projects of various scale for private and public clients. He conducts complex field investigations, data analysis, and provides management services. Additionally, he conducts and oversees phase I and II environmental site assessments (ESAs), site investigation reports, as well as remedial actions for contaminated sites with impacted soil, groundwater, and soil gas. Scott is experienced with working with various regulatory agencies including Alameda County, U.S EPA, California DTSC, California Regional Water Quality Control Boards, ACDEH, BAAQMD, as well as other city, county, and CUPA agencies throughout California.



### Work Plan

Our project management approach emphasizes leadership from seasoned professionals with a proven track record in handling complex projects involving multiple components and tight timelines. Our dedicated project manager, Jeff Fippin, PE, GE, QSD, will be available throughout the contract, facilitating seamless communication and coordination. His primary responsibility is to prioritize client satisfaction, address any concerns promptly, and achieve project success. To illustrate our anticipated project approach, we provide a walk-through showing how we would staff and manage a typical on-call task order for the City.

### **Preliminary Planning:**

- Jeff will organize a meeting with the City to discuss critical project aspects such as timeline, deliverables, milestones, and information requirements from ENGEO, and any specific City-related criteria.
- We will develop a comprehensive scope of work aligning with the City's expectations and commence work upon receiving the fully executed agreement.
- Jeff will designate a project lead, if he does not lead the ENGEO effort himself, and hold an internal kick-off meeting.

### **Project Management:**

- Our team will collaborate to establish an appropriate budget and timeline tailored to the project's specific needs, including adapting the number and expertise of the supporting staff to suit the complexity and urgency of the project.
- We will not start work until we have an understanding with the City regarding fee, timeline, and anticipated deliverables.
- Throughout the project, Jeff will maintain open lines of communication with the City. Regular updates, progress reports, and any necessary adjustments will be shared promptly.

### **Project Execution:**

- For geotechnical engineering or geology services, the project lead will conduct a site reconnaissance. If necessary, we will hire a drilling subcontractor. We will review nearby geotechnical or environmental data, anticipate drilling conditions, and communicate them to the driller.
- Samples delivered to our in-house, Caltrans Certified laboratories are logged, tested, and the results are submitted to the laboratory manager for review before being submitted to the project engineer for final approval.
- Based on the findings of our analysis, we will prepare a geotechnical report with recommendations for geotechnical, environmental, or geologic parameters to incorporate into the design. Jeff will keep the City informed of our progress from both work completeness and budgetary perspective.

While this project will be managed from our local Oakland office only 10 to 15 minutes away from most parts of Alameda, we are able to mobilize staff from any of our other nearby offices, including San Francisco, San Ramon, Santa Clara, and Lathrop to meet your needs. We maintain a flexible staff and have available resources to handle any size project for this on-call contract.

### Exhibit A



### **Meeting Schedules and Deadlines**

A primary cornerstone of our company culture is adherence to deadlines. Timely delivery of projects to our clients according to agreed-upon schedules is essential. We develop our project schedule working backward from when you need the final work product in your hand. We establish internal project check-ins along the way and provide your project managers with regular updates of our work completion progress and budget status. Through these check-ins, we are able to make adjustments, if necessary, to keep projects on budget. We know that if we keep the project on schedule, this is one of the best tools to keep the project on budget.

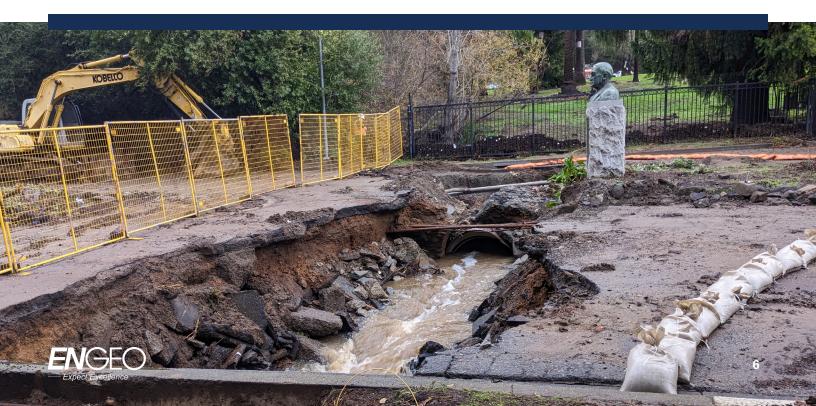
Our commitment to on-time and on-budget services is one of the reasons our list of local agency clients is growing and our existing clients keep coming back.

ENGEO can easily respond within several hours of a request; however, we have been known to respond to on-call projects within as little as 30 minutes. Laboratory results are provided the same day tests are performed, or as quickly as the time required to complete the tests allows. We provide reliable service and client's scheduled request with 24 hours' notice, but continuously aim to exceed this expectation.

### **Contractual Agreements**

ENGEO can meet the City's minimum insurance requirements. Additionally, we are prepared to execute the Service Provider Agreement as written; however, given our rigorous internal quality review processes and exceptional claims record, we have historically been able to provide our clients with enhanced loss-prevention/indemnity protection that typically well exceed their minimum requirements. If selected, we would be happy to discuss how using ENGEO to support your projects will provide the City of Alameda with more security than most other firms.

We have successfully executed previous agreements with the City of Alameda for geotechnical and construction testing services and fully anticipate reaching mutually favorable terms for this contract.





SECTION B

# Organization Qualifications

## **B. Organization Qualifications**

### **Public Agency Experience**

ENGEO serves public agencies through on-call services contracts, giving us the unique understanding of the intricacies of oncall services. We are recognized by over 100 Building Department jurisdictions in California and Nevada. We are fortunate to have

- City of Alameda Geotechnical Engineering and Construction Testing Services
- **City of Berkeley –** Geotechnical Engineering and Materials Testing
- City of Brentwood Materials Testing, Special Inspection, Geotechnical Testing and Observation
- City of Campbell Special
   Inspection
- City of Ceres Geotechnical Engineering Services
- City of Concord Materials Testing
- City of Dublin Geotechnical
   Engineering and Materials Testing
- **City of Livermore –** Geotechnical Engineering and Materials Testing
- City of Napa On-Call Geotechnical Engineering Services
- City of Oakland On-Call Geotechnical Engineering Services
- City of Pittsburg Construction Testing and Observation, Geotechnical Engineering
- City of Pleasanton Geotechnical Consulting and Materials Testing
- **City of Richmond -** Geotechnical Engineering Services

- City of Rio Vista Geotechnical, Materials Testing and Special Inspection for City Infrastructure
- City of Roseville Materials Testing
   and Stormwater Monitoring
- City of Sacramento –
   Professional Services
- City of San Carlos Geotechnical Engineering and Materials Testing and Inspection Services
- City of San Jose Professional Consulting Services
- City of San Pablo Geotechnical Engineering Services
- City of San Ramon Geotechnical Engineering Services
- City of West Sacramento Materials Testing Services
- Contra Costa County –
   Geotechnical Engineering Services
- County of Alameda Geotechnical Peer Review for over 30 projects
- County of Merced Geotechnical Engineering Services
- County of Sacramento –
  Environmental Services
- County of San Benito –
   Geotechnical Engineering Services
   and Water Resources

- County of San
   Mateo Geotechnical Engineering
   and Environmental Services
- County of Yolo Professional Consulting Services
- Placer County On-Call Inspection
   and Materials Testing
- Sacramento County Water
   Agency Construction
   Management Support Services
- San Francisco Department of Public Works – Environmental Services
- San Francisco Department of Public Works – Materials Testing and Special Inspection Services
- San Francisco International
   Airport On-Call Geotechnical
   Engineering Services
- San Francisco Unified School District – On-Call Geotechnical Engineering Services
- Santa Clara Valley Transportation
   Authority Stormwater Engineering
- Stanislaus County On-Call Material Testing ServicesI.
   Discipline of Work



### Capabilities

We present the following comprehensive overview of the services we propose to offer.

### **Geotechnical Expertise**

ENGEO's engineers and geologists help companies and public agencies manage their project development risk, drive down construction costs, and improve schedules. ENGEO's geotechnical services are uniquely designed to address client objectives. Geotechnical services include:

- Pre-Exploration Geomorphology Evaluation
- Subsurface Characterization
- Fault Characterization
- Earthquake Engineering, Seismic
   Analysis and Retrofit
- Foundation Engineering
- Shoring Design Review

- Grading Design
- Slope Analysis and Stabilization
- Slope Instrumentation and Monitoring
- Earth Retention System Design
- Subgrade Stabilization
- Levee and Dam Design
- Pavement Analysis and Design
- Settlement Analysis

- Shoreline Engineering
- Building Code-Required Special Inspections of Foundations and Vertical Construction
- Construction Instrumentation and Monitoring
- Construction-Phase Testing and
   Observation
- Earthwork Testing and Observation

### Laboratory Testing

ENGEO maintains seven in-house soil and materials testing laboratories with state-of-the-art equipment. This offers clients a onestop-shop service that provides quality results quickly and efficiently. We are inspected and accredited through the following:

- U.S. Army Corps of Engineers (USACE)
- California Department of Transportation (Caltrans)
- Cement and Concrete Reference
   Laboratory (CCRL)
- American Association of State Highway and Transportation Officials (AASHTO)
- Division of State Architects (LEA 92)

## 7 In-house Laboratories

Fast, Accurate, Accredited, Inspected



### **Testing, Observation & Special Inspections**

ENGEO provides earthwork testing and observation, special inspection, quality assurance, and construction monitoring services. ENGEO's field representatives are trained to interpret plans and observe and report details on projects with the intent of anticipating and solving future problems. Our experience with construction and our numerous experienced field staff lead to efficient and smooth project delivery. For clients with direct responsibility for public safety, our emergency response track record and our quick action to mobilize are instrumental in their success.

ENGEO's highly qualified field representatives, many with multiple certifications, are supported by a group of Construction Services Managers (CSMs) with decades of construction experience. In addition to nuclear gauge certification, ENGEO's field representatives, special inspectors, and laboratory technicians hold multiple certifications in one of more of the following:

- ICC International Code Council
- ACI American Concrete Institute
- AWS American Welding Society
- ASTM American Society for Testing and Materials
- **ACIL** American Council of Independent Laboratories
- **ANSI** American National Standards Institute
- **ASNT** American Standard of Non-Destructive Testing **AASHTO** American Association of State Highway &
- Transportation Officials
- Caltrans California Department of Transportation
- NAQTC Nevada Alliance for Quality Transportation Construction

### **Engineering Geology**

We perform engineering geology services as part of the geotechnical design process and engineering geology oversight during construction testing and observation. Our geologists are experienced with the highly varied soil and bedrock conditions contributing to geohazards throughout the west coast. Our approach focuses on working closely with the design and construction team to optimize geotechnical design, resulting in well-designed projects that address geologic and geotechnical concerns while minimizing construction costs.

During the construction phase of projects, our geologists perform a variety of services including paleontology evaluation, geologic instrumentation and monitoring, field observation, and geologic mapping. Our project approach is to work closely with the design and construction team to optimize geologic and geotechnical services resulting in successful projects that address geologic and geotechnical concerns. Geologic services include:

- Geologic Exploration for Tunnels, Pipelines, Transportation Corridors
- Landslide Evaluation, Mitigation, Analysis and Repair
- Rock Rippability and Stability
- Fault Trenching and Evaluation
- Long-term Geological Monitoring
- Geologic Mapping and Assessment
- Geologic Analysis and Reports for EIS/EIR
- Corrective Grading and Drainage Recommendations
- · Aggregate Resource Assessment and Quantity Takeoff
- Paleontology
- Characterization of Subsurface Conditions using remote sensing technology (Geophysics, InSAR, Lidar, and historic aerial imagery)



### Environmental/Hazmat

ENGEO provides comprehensive nvironmental engineering services with extensive experience in investigating belowgrade contamination and providing remediation services to both public and private clients. Comprehensive environmental approaches are developed to meet project goals in planning, development, construction, and regulatory compliance.

To stay current with policies and keep every project on schedule, ENGEO routinely provides contact and coordination with project- and region-specific regulatory agencies to comply with Federal and State guidelines. Many clients rely on ENGEO as an advocate in working with the Department of Toxics Substances Control (DTSC) and the Regional Water Quality Control Boards. Our depth of experience working with regulators resolving hazardous materials at former base and industrial properties will be invaluable to the City of Alameda. Environmental services include:

- Phase I and II Environmental Site Assessments
- Underground Storage Tank Consultation
- Groundwater Monitoring Well Installation and Sampling
- Soil, Groundwater, and Soil Gas Remediation
- Soil and Groundwater Characterization
- HAZMAT Assessments, Permitting, and Disposal Services
- Subsurface Characterization
- Health Risk Assessments
- Input for EIR/EIS/CEQA
- Hydrogeologic Characterization
- Preliminary Endangerment Assessments
- Naturally Occurring Asbestos (NOA) Dust Mitigation Plans (ADMP) and asbestos air monitoring
- Risk Assessment and Management

### **Stormwater Management**

We are a recognized leading authority in the practical implementation of the construction and post-construction stormwater management in the Regional Water Quality Control Board Region 2 area as well as areas outside of the San Francisco Bay region. Our comprehensive post-construction stormwater management services include best management practice design and implementation. Our stormwater experience and capabilities include:

- Expertise with bioretention cells, water quality and detention ponds, and infiltration devices.
- Design and implementation of permeable pavements, including porous cement concrete, pervious asphalt concrete, interlocking pavers, and paver blocks.
- Working closely with Regional Water Quality Control Board staff to assess geotechnical issues that may constrain the implementation of post-construction stormwater facilities for certain sites. Our licensed geotechnical and geologic professionals are uniquely qualified for this purpose.
- Preparation of maintenance manuals and performing monitoring assessments of post-construction BMPs.
- Maintaining spatial databases using Geographic Information System technologies to process maintenance data related to Post-Construction BMP maintenance at a regional scale.



Exhibit A

SECTION C

## References, Related Experience and Examples of Work

## C. References, Related Experience and Examples of Work

We are pleased to present a list of references who can speak about the quality of our work and the value we deliver to clients. Below, you will find detailed information about the services we have successfully delivered, demonstrating our expertise, professionalism, and dedication to achieving outstanding results.

## City of Alameda On-Call Geotechnical and Construction Testing Services

Alameda, California

ENGEO has performed geotechnical engineering and construction testing services for the City of Alameda since 2020. Under this on-call, we have performed a peer review of shoreline stabilization ground improvement at the Alameda Marina site, managed testing and observation services during improvement reconstruction at the Reuse portion of Alameda Point, and performed oversight and review of the geotechnical report for the Marina Parkway Storm Drain Replacement project.

### **Alameda Marina Peer Review**

As part of our on-call services for the City of Alameda, we were engaged to perform a peer review of the geotechnical report and ground improvement plan for this project along the Oakland Estuary. The site will be redeveloped for mixed use, including multi-family residential and commercial purposes. The existing shoreline improvements, which include bulkheads and slopes, will be retained and stabilized as necessary to provide a stable shoreline under static and seismic loading. The Geotechnical Engineer of Record identifies two areas of seismic stability where Deep Soil Mixing and Mass Soil Mixing will be used to stabilize the shoreline. ENGEO reviewed the geotechnical report and ground improvement calculations and plans and provided comments to the designers on behalf of the City of Alameda.

### **Marina Parkway Storm Drain Replacement**

The project includes construction of approximately 595 feet of 30-inch-diameter RCP storm drain pipe, removal and replacement of 38 feet of 24-inch-diameter RCP storm drain pipe, removal of storm drain manholes, and construction of six new storm drain manholes. The geotechnical constraints include shallow groundwater, loose granular fill and compressible and soft Young Bay Mud. Our report includes recommendations for dewatering, excavation support, and mitigation of compressible soil.

### **Alameda Point Reuse Infrastructure**

We performed on-call testing and observation services during construction of the infrastructure improvements at Phases 1 and 2 of the Alameda Point Reuse Infrastructure Project. Infrastructure improvements for this project include the removal, construction, and backfill of sewer pipeline, sanitary sewer manholes, utility structures and below-grade utilities, pavement, bike lanes, biotreatment facilities, sidewalk, and other improvements.



Erin Smith City of Alameda, Development Services Department (510) 747-7948 esmith@alamedaca.gov

DURATION

2020-Current

**KEY PERSONNEL** Jeff Fippin Vlad Zasmolin



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### Exhibit A



## Alameda Point Development

### Alameda, California

Redevelopment of 2,634-acre of this former military base includes addressing geotechnical issues including soft soil, liquefiable soil deposits, seismic design considerations, shoreline slope stability issues, 100-year storm flooding potential, and future sea level rise. Approximately 1,526 acres of NAS Alameda are land and 1,108 acres are bay. Within the Station's four square miles are a major airfield, deep water port, aircraft and ship maintenance facilities, 1,513 units of family housing and barracks-type housing, industrial, retail, warehouse and recreational facilities.

ENGEO supported the original development teams as their geotechnical and environmental engineer. We reviewed decades of existing geotechnical reports, conducted detailed geotechnical analysis and provided design services the redevelopment project. After the third developer decided not to continue the project, the City of Alameda began a Master Planning exercise to develop smaller portions of the site for redevelopment by different teams. ENGEO assisted in the Master Planning effort by providing geotechnical consultation using existing subsurface information in our files. Services included:

- A review of the geotechnical reports that may only exist in our files.
- Compilation of the subsurface geotechnical data pertinent to each proposed reuse area.
- Preparation of a report with exhibits identifying potential geotechnical constraints with
  preliminary recommendations for site development based on the proposed development
  plans. The report also included a preliminary characterization of soil and geologic conditions
  within the development area.

On behalf of the City, we also provided a geotechnical peer review of the first development area, Site A. We also performed a peer review of the design-build submittal for seismic stabilization of the seaplane lagoon seawall.

We are currently performing design and construction-phase geotechnical and environmental services during development of the West Midway and RESHAP projects. We are also performing geotechnical and environmental services for the Radium Theater project.

#### **CLIENT CONTACT**

Angelo Obertello, Carlson Barbee and Gibson, (925) 963-0597

DURATION 2002-Current

**KEY PERSONNEL** Jeff Fippin Chris Stouffer



## Exhibit /

## City of Oakland 2017 and 2023 Storm Damage Response Oakland, California

We performed geotechnical engineering and engineering geology services for the City of Oakland in response to damage resulting from winter storms in 2017 and 2023. In 2017, ENGEO assessed conditions and developed recommendations related to keeping public roads in service including temporary emergency measures to reduce the risk of worsening conditions. After the storms, we evaluated numerous landslides and a retaining wall failure, performed explorations, and evaluated the stability at each location. The City of Oakland selected sites for repairs and we developed seven packages of construction plans, specifications, and engineer's estimates for bidding and construction. During construction, we performed testing and observation services, including removal of slide debris and drilling of soldier piles. This project received the 2024 ASCE San Francisco Section Outstanding Small Project Award.

In 2023, we performed storm damage assessments and repairs to address damage from the winter storms. One of these projects comprised assessment, design, and construction observations of a 6-foot-diameter culvert that washed out the main access road to the Oakland Zoo. We performed hydraulic calculations and developed plans and a list of bid items for removal of the failed culvert and construction of the new culvert. Construction was completed and access to the zoo was restored 35 days after closure. At another site, a landslide blocked the inlet of an open channel into a storm drain at a location on a hillside above private property. The overflowing water resulted in significant mud flow into the backyard of the private property. We worked with a contractor on an emergency force account basis, removed the landslide debris from blocking the inlet, and returned the inlet to service before the next storms arrived.

CLIENT CONTACT

2019 - Present

**DURATION** 2017-2023

KEY PERSONNEL Jeff Fippin Ian McCreery Jon Rohan





### **City of Alameda De-Pave Park**

Alameda, California

De-Pave Park is located on the western side of the Seaplane Lagoon at Alameda Point. The project will remove the existing concrete taxiways and pavement of approximately 19 acres of the closed Naval Airstation and create new tidal marshes and wildlife habitat with pedestrian trails and observation points throughout. The project will also include a promenade running the length of the park with a pedestrian bridge crossing a channel that will be created to link the marshes to the seaplane lagoon hydraulically.

We performed preliminary geotechnical services in support of 30 percent conceptual planning of the park. We used our extensive database of geotechnical information from the former base to evaluate the geotechnical impacts of fill placement and excavation of the rock dike along the western side of the seawall. We also evaluated the impacts of liquefaction on the planned park and developed conceptual foundation recommendations for the planned bridge. Geotechnical constraints include liquefiable fill and soft and compressible Bay deposits across the site.

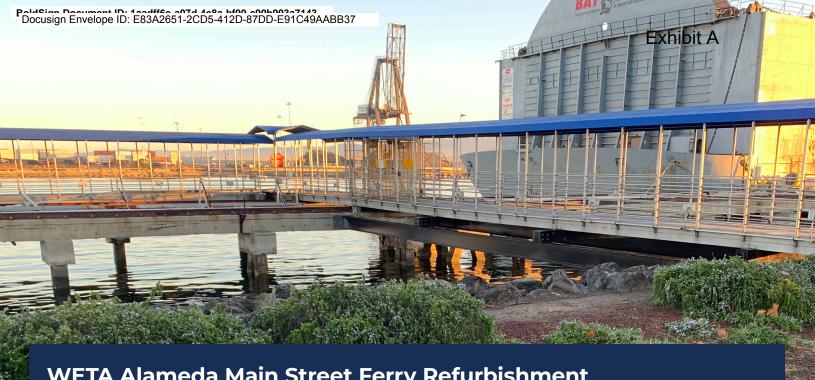
#### **CLIENT CONTACT**

Kevin Conger CMG Landscape Architecture (415) 495-3070 kconger@cmgsite.com

**DURATION** 2022-2024

**KEY PERSONNEL** Jeff Fippin





## WETA Alameda Main Street Ferry Refurbishment Alameda, California

The Alameda Main Street Ferry Refurbishment project is located at 2990 Main Street in Alameda, California, and consists of the construction of a replacement bridge, gangway, and float structures at the existing Alameda Main Street Ferry Terminal. Proposed improvements include both shoreside and over-water piles. ENGEO provided preliminary geotechnical recommendations for the design for the refurbishment. Geotechnical hazards include liquefiable dredged fill, compressible Young Bay Mud, seismically induced lateral displacement, and post-liquefaction flow.

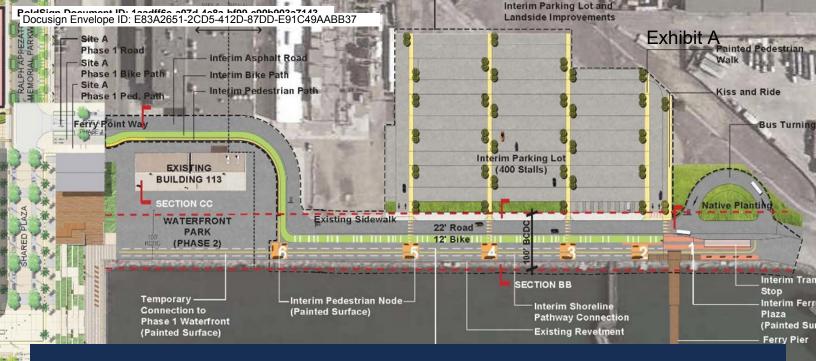
### **CLIENT CONTACT**

James Connolly COWI North America Inc. (510) 839-8972 jmc@cowi.com

**DURATION** 2021-2022

**KEY PERSONNEL** Jeff Fippin





# Alameda Seaplane Lagoon Ferry Terminal Alameda, California

The project comprises construction of a new ferry terminal in the seaplane lagoon at Alameda Point. Improvements include a floating ferry loading platform, driven guide, dolphin and fendering piles, a fixed gangway pier supported on driven plumb piles and new slope protection revetment. The new ferry terminal, which will be constructed by the City of Alameda, will be operated by the Water Emergency Transportation Authority (WETA) and provide service to San Francisco. The terminal includes a floating loading platform, a fixed pier, and a gangway to connect the fixed pier

The site, Alameda Point, is a former Naval Air Base that was constructed in the 1940s. The location of the terminal is within the former seaplane lagoon at the base. The land was formed by placing dredged sand fill over a former marsh while the adjacent seaplane lagoon was formed by dredging.

Due to the nature of the fill placement and type of soil, the fill is known to be liquefiable. The gangway pier transitions from potentially liquefiable fill to dense native sand so lateral spreading of the fill is a project constraint. ENGEO recommended vibro replacement (stone columns) of the liquefiable soil to mitigate liquefaction. ENGEO provided seismic design recommendations and lateral and vertical "springs" for design of the terminal by COWI, who is acting as the design Structural Engineer.

#### **CLIENT CONTACT**

Michelle Giles, City of Alameda, Development Services Department (Former)

**DURATION** 2016-2022

**KEY PERSONNEL** Jeff Fippin



and floating pier.

## Exhibit A



# WETA Central Bay Operations and Maintenance Facility Alameda, California

ENGEO performed design and quality control services for the design-build project during construction. The project included construction of a floating dock for mooring 12 ferries, a fixed gangway pier, a new seawall, a four-story administration building, and a fuel yard. We provided geotechnical recommendations for all of the improvements including piles for the pier and floats. We designed the new seawall as a cantilevered soldier pile wall with shotcrete construction. We recommended an emerging ground improvement technique, Direct Power Compaction, to mitigate liquefaction of the hydraulically placed fill at a significant cost savings from the approach in the preliminary design by the owner's preliminary design team. During construction, we monitored vibrations, earthwork, and pile driving. We also provided special inspections during landside construction. We worked with the project landscape architect to install vegetation in certain areas where practical.

#### **CLIENT CONTACT**

Sugiarto Loni Liftech Consultants Inc. (510) 832-5606

**DURATION** 2016-2019

#### **KEY PERSONNEL**

Jeff Fippin Pedro Espinosa Nick Serra



# Southshore Lagoon Seawall No. P.W. 12-10-36 Evaluation

## City of Alameda, California

Five man-made lagoons in the City of Alameda have a number of seawalls that were built in several generations of construction, and formed the shoreline of the island dating back to the late 1800s. On behalf of the City, ENGEO was retained to evaluate the geotechnical aspects of seawalls along the Southshore Lagoon system.

The walls range in height up to 10 feet tall. Our scope of work included evaluation of a wall at Walnut Street where a sinkhole previously developed behind the seawalls, as well as performing visual observations of the walls fronting the public right-of-way and those fronting private properties. We performed our observations from both the topside of the wall and from a boat within the lagoons.

#### **CLIENT CONTACT**

Robert Claire City of Alameda (Retired)

**DURATION** 2011-2014

## KEY PERSONNEL

Jeff Fippin Briooks Ramsdell

# On-Call Materials Testing, Geotechnical Consulting, and Peer Review

## City of Pleasanton, California

Under our current on-call contract with the City, ENGEO provided special inspection and materials testing, engineering support, and peer review services. The geological and geotechnical third-party peer review services typically include review of geologic and geotechnical reports prepared by project consultants, preparation of review comments, and consultation with City staff and project consultants. Projects have included geologic and geotechnical hazards such as liquefaction, slope instability, and expansive soil. Recent projects have included:

- Peer Review, 11249 Dublin Canyon Road
- Peer Review, 2188 Foothill Road
- Peer Review, Irby Ranch
- Peer Review, 990 Sycamore Road
- Ruby Hill Pump Station 16" Water Line CIP 041014
- Foothill Road Widening Project CIP 005015
- Iron Horse Trail Improvements
- Fire Station #3, Santa Rita Road
- Santos Ranch Road Landslide Reconnaissance
- -680 & Bernal Interchange
- Valley Avenue Pavement Investigation

## CLIENT CONTACT

Adam Nelkie City of Pleasanton (925) 931-5027

#### DURATION

2010-Current

**KEY PERSONNEL** Jeff Fippin Brooks Ramsdell



# **On-Call Special Inspection and Materials Testing Services**

City and County of San Francisco Department of Public Works, California

ENGEO has been providing on-call geotechnical design and construction services to San Francisco Public Works since 2010 for capital improvement projects including public facilities, and infrastructure Improvements. Select recent project experience is listed below:

- SFMTA Agency Warehouse and Overhead
   Lines Facility Structural Retrofit
- Pier 94 Backlands Improvements
- Castro Mission Health Center Seismic Retrofit
- Castro Station New Elevator and Plaza
   Improvements
- San Francisco Animal Care and Control Building Improvements

- SFIA New Consolidated
   Administration Campus
- Laguna Hospital Water Tank Replacement
- Ingleside New Police Station
- San Francisco Fire Department New Training Facility
- Seacliff Pump Station
- SFPUC Millbrae Yard and Shop
  Improvements

#### CLIENT CONTACT

Severino (Jun) Caranto, Jr. P.E. Acting Bureau Manager (925) 997-5518

#### DURATION

2010-Current

**KEY PERSONNEL** Chris Stouffer Pedro Espinosa

# **On-Call Geotechnical Engineering and Materials Testing Services**

## City of San Ramon, California

ENGEO has provided geotechnical consulting services for the City of San Ramon since 1998for over twenty years. Our services have included pavement studies, creek evaluation and erosion repair studies and geologic hazard abatement projects. Projects have included:

- Bollinger Canyon Road Widening
   Project 2018
- South San Ramon Creek Repairs
- Bedford Property Building Structural Evaluation
- Central Park Renovation Project
- San Ramon Senior Center
- Morgan Drive Consultation
- Oak Creek Culvert Sediment Sampling
- Bollinger Canyon Road ADL Survey
- Bollinger Canyon Road Median SWPPP
- Bollinger Creek Culvert Evaluation

- San Ramon Valley Blvd. Pavement
   Consultation
- Crow Canyon Road Pavement Rehabilitation Project CIP 5324
- Bollinger Canyon Road Pavement Rehabilitation Project CIP 5561
- 2012-2013 Pavement Management
   Project CIP 5509
- Bent Creek Open Space Bicycle Trail
- Cree Court Landslide Mitigation
- Vineyard Ave Streetscape Improvements
- Pavement Rehabilitation of Various
   City Streets

#### CLIENT CONTACT

Robin Bartlett City of San Ramon (925) 973-2683 rbartlett@sanramon.ca.gov

**DURATION** 1998-2020

## KEY PERSONNEL

Macy Tong





Exhibit A

# San Francisco International Airport On-Call Geotechnical Engineering

## San Francisco, California

ENGEO was retained to provide as-needed geotechnical engineering services during planning, design and construction of capital improvement projects at San Francisco International Airport. Services in-cluded data review and analysis of geotechnical reports; consultation with architects, building and structural designers; SFIA and SFDPW planners' and designers' performance of foundation engineering analysis; review of existing and proposed underground structures; preparation of reports, recommendations, and cost estimates; performance of recommended further studies; preparation of specifications for earthwork, shoring and tie-back installation; pile installation; and expertise in the analysis and evaluation of special problems pertaining to the design and construction of foundations at San Francisco International Airport. During construction, ENGEO provided testing and observation and geotechnical inspections. Select projects include:

- · Air Train Station at the Rental Car Center
- Airfield Operations Facility
- New Data Center
- Solar Power Inverter
- Runway 28L and 28R
- New Administration Campus
- Plot 23 Reuse
- Plot 6 United Cargo Area Underground Utility Installation
- SFIA Consolidated Administration Campus Geotechnical Exploration

#### **CLIENT CONTACT**

Stan Palatnikov City and County of San Francisco Airport Commission (650) 821-7735 stan.palat@flysfo.com

DURATION

2011-2016

**KEY PERSONNEL** 

Pedro Espinosa Stefanos Papadopulos



Exhibit A

# Attachments



## PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES

Effective February 2025

President	\$495.00 per hour
Principal	\$415.00 per hour
Associate	
Subject Matter Expert	\$450.00 per hour
Senior	\$290.00 per hour
Project	\$258.00 per hour
Staff	\$230.00 per hour
Assistant	\$183.00 per hour
Construction Services Manager II	\$235.00 per hour*
Construction Services Manager I	\$225.00 per hour*
Senior Field Representative II	\$195.00 per hour*/**
Senior Field Representative I	\$175.00 per hour*/**
Field Representative	\$161.00 per hour*/**
Senior Laboratory Technician	
Laboratory Technician	\$175.00 per hour
Senior GIS Developer	\$210.00 per hour
GIS Developer	\$200.00 per hour
Senior GIS Analyst	\$205.00 per hour
GIS Analyst	\$190.00 per hour
Senior CAD Specialist	
CAD Specialist	
Network Administrator	\$265.00 per hour
Project Assistant	\$155.00 per hour

\* Two-hour minimum portal to portal and cancellations within 24 hours.

\* <u>OVERTIME RATES</u>: Rates will be increased by a factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates will be increased by a factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday, and all hours worked on Sundays and holidays.

\*\* For Prevailing Wage projects, the hourly rate will be increased by \$22.

\*\* Rates will be increased by factor of 1.25 for night-shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates will be increased by a factor of 1.875 (an additional factor of 1.5) for all night-shift hours in excess of eight (8); rates will be increased by a factor 2.5 for all night-shift hours worked in excess of twelve (12).

Scheduled night-shift work, which is cancelled with less than 24 hours' notice, will be billed at night-shift rates. Night-shift work of less than 4-hour scheduled duration will be billed a minimum of 4 hours at night shift rates.

#### ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

#### OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.

#### TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

Exhibit A

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	51.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Subscriptions	50.00	month
GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Equipment	235.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
nterface Probe		
	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
bH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
/apor Emission Test Kit	40.00	kit
/ector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. Add \$5.00/hr. for RTK enabled autotesting equipment.	36.00*	hour
/ehicle, equipment, wireless communication	26.00	hour
Vibration Monitor	1800.00	month
Vater Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	36.00	hour
BoreDM Bore Log	55.00	per log
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 81/2 x 11	1.00	each
Plot - Black & White	3.00	
		square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

Exhibit A



1630 San Pablo Avenue, Suite 200 Oakland, CA 94612 T: (510) 451-1255 F: (888) 279-2698

#### engeo.com

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ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE					E	DATE (MM/DD/YYYY)		
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 If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to the te	rms and conditions of th	e policy, certain	oolicies may				
PRODUCER			CONTACT NAME: Rebecca	,				
Edgewood Partners Insurance Center					FAX	_		
Edgewood Patriers insurance Center     PHONE     PAX       License #0B29370     (A/C, No, Ext): 916-576-1524     (A/C, No)       PO Box 2110     E-Mail ADDRESS: Rebecca.Foster@epicbrokers.com								
Rancho Cordova CA 95670					NAIC #			
							25674	
INSURED ENGEINC INSURE P. The Travelers Indemnity (					25682			
ENGEO Incorporated					41718			
2010 Crow Canyon Place #250 San Ramon CA 94583-4634								
			INSURER F :					
COVERAGES CER	TIFICATE	E NUMBER: 18279184			<b>REVISION NUMBER:</b>			
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 SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY	POLICY EXP ) (MM/DD/YYYY)	LIMI	тѕ		
A X COMMERCIAL GENERAL LIABILITY		6308899N880	9/1/2024	9/1/2025	EACH OCCURRENCE	\$ 1,000	,000	
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	00	
X Ded - NIL					MED EXP (Any one person)	\$ 5,000	1	
					PERSONAL & ADV INJURY	\$ 1,000	,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000	,000	
POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG		,000	
OTHER:			0///2020/	0///0005	COMBINED SINGLE LIMIT	\$	000	
		8100P298320	9/1/2024	9/1/2025	(Ea accident)	\$ 1,000	,000	
X ANY AUTO					BODILY INJURY (Per person)	\$		
OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED					BODILY INJURY (Per accident)			
AUTOS ONLY AUTOS ONLY					(Per accident)	\$		
A X UMBRELLA LIAB X OCCUR		CUP6J082242	9/1/2024	9/1/2025				
		COF 03002242	9/1/2024	9/1/2023	EACH OCCURRENCE	\$ 5,000	,	
					AGGREGATE	\$ 5,000	,000	
DED         X         RETENTION \$ NII           A         WORKERS COMPENSATION		UB4J940442	9/1/2024 9/1/2025 X PER OTH- ER OTH-					
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		00-00-00-02	5/ 1/2024	5/1/2020	E.L. EACH ACCIDENT	\$ 1,000	000	
OFFICER/MEMBER EXCLUDED?	N / A				E.L. DISEASE - EA EMPLOYER			
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT			
C E&O (Professional Liability) Claims Made Retro Date: 03/01/89		DPL30043736101	9/1/2024	9/1/2025	Per Claim Aggregate Retention	\$1,00	0,000 0,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: On-Call Geotechnical Engineering and Construction Testing Services. Additional Insured: City of Alameda, its City Council, boards, commissions, officials, employees and volunteers. When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and Workers' Compensation, all per the attached endorsements.								
CERTIFICATE HOLDER			CANCELLATION	1	LC 5/12/20	25		
City of Alameda Public Works Department 950 West Mall Square Room 110 City of Alameda City of Alameda Authorized representative								
Alameda, CA 94501-7558						te record		
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Policy #6308899N880

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

## BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to Include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodlly injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional Insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the Insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring Insurance". This endorsement shall not Increase the limits of Insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "productscompleted operations hazard" unless the "written contract requiring Insurance" specifically requires you to provide such coverage for that additional Insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SEC-TION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured Is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV - COM-MERCIAL GENERAL LIABILITY CONDITIONS:

#### **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

 The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

#### COMMERCIAL GENERAL LIABILITY

- How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - I. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- **b.** While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

# XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

#### This endorsement modifies Insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft 75 Feet Long Or Less
- B. Who Is An Insured Unnamed Subsidiaries
- C. Who is An Insured Retired Partners, Members, Directors And Employees
- D. Who Is An Insured Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured Controlling Interest
- G. Blanket Additional Insured Mortgagees, Assignees, Successors Or Receivers

#### PROVISIONS

- A. NON-OWNED WATERCRAFT 75 FEET LONG OR LESS
  - The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
    - (2) A watercraft you do not own that is:
      - (a) 75 feet long or less; and
      - (b) Not being used to carry any person or property for a charge;
  - 2. The following replaces Paragraph 2.e. of SECTION II WHO IS AN INSURED:
    - e. Any person or organization that, with your express or implied consent, either

- Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments Increased Limit
- L. Amendment Of Excess Insurance Condition Professional Llability
- M. Blanket Waiver Of Subrogation When Required By Written Contract Or Agreement
- N. Contractual Llability Railroads

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;
- B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured If:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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#### COMMERCIAL GENERAL LIABILITY

**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- **b.** An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
  - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
  - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph
     (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodlly injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Personal injury":
  - (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director. D. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

#### COMMERCIAL GENERAL LIABILITY

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

- F. BLANKET ADDITIONAL INSURED CONTROLLING INTEREST
  - 1. The following is added to SECTION II WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED -MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

#### COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.
- H. BLANKET ADDITIONAL INSURED GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising sians. awnings. canopies. cellar entrances. holes. coal driveways, manholes, marguees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED -GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational that

therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, xray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who is An Insured.

#### K. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

#### L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

#### M. BLANKET WAIVER OF SUBROGATION -WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to walve that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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- N. CONTRACTUAL LIABILITY RAILROADS
  - 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
    - c. Any easement or license agreement;
  - 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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#### COMMERCIAL GENERAL LIABILITY

#### c. Method Of Sharing

If all of 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.

#### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising Injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

#### 5. Premlum Audit

- a. We will compute all premiums for this Coverage Part In accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the Information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have Issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this Insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### 7. Separation Of insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim Is made or "suit" is brought.
- 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment 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.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown In the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is malled, proof of mailing will be sufficient proof of notice.

#### SECTION V - DEFINITIONS

- "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 purposes of this definition:
  - a. Notices that are published include material placed on the internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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

# DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Designated Project(s):** 

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS. Designated Project General Aggregate(s): \$2,000,000

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:
  - A separate Designated Project General Aggregate Limit applies to each designated "project". and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
  - The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A... except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

- Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III LIMITS OF INSURANCE is deleted and replaced by the following:
  - The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under Coverage B; and
    - b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

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

# EXCLUSION – ALL PROJECTS SUBJECT TO A WRAP-UP INSURANCE PROGRAM WITH LIMITED EXCEPTIONS FOR CERTAIN ONGOING OPERATIONS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### PROVISIONS

1. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROP-ERTY DAMAGE LIABILITY:

#### Wrap-up Insurance Programs

"Bodily injury" or "property damage" arising out of any project that is or was subject to a "wrap-up insurance program".

This exclusion does not apply to "bodily injury" or "property damage" arising out of your ongoing operations that:

- (1) Are being performed at any location owned by, or rented to, you that is outside the project site for that project and is not covered by the "wrap-up insurance program" for that project; or
- (2) Are punch list or warranty work, if coverage was available to the insured under the "wrapup insurance program" for "bodily injury" and "property damage" arising out of your ongoing operations and the "bodily injury" or "property damage" occurs after the expiration of all such coverage.

The exceptions in this exclusion do not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" even if you are required to provide such coverage for an additional insured by a written contract or agreement.

2. The following is added to the **DEFINITIONS** Section:

"Wrap-up insurance program" means any agreement or arrangement, including any contractorcontrolled, owner-controlled or similar insurance program, under which:

- a. Some or all of the contractors working on a specific project, or specific projects, are required to enroll in a program to obtain insurance that:
  - (1) Includes the same or similar insurance as that provided by this Coverage Part; and
  - (2) Is issued specifically for injury or damage arising out of such project or projects; and
- b. You are or were enrolled or allowed to enroll.

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

# **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED** 

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES - INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- C. EMPLOYEE HIRED AUTO
  - 1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

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

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

#### **COMMERCIAL AUTO**

permission, while performing duties related to the conduct of your business.

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

#### D. EMPLOYEES AS INSURED

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

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

- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
  - 1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
  - 2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent 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.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.
- G. WAIVER OF DEDUCTIBLE GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SEC-TION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

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

#### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

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

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss"

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDI-TIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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#### COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

#### N. UNINTENTIONAL ERRORS OR OMISSIONS The following is added to Paragraph B.2., Con-

cealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

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

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

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

#### PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured". 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A) -

POLICY NUMBER: UB-4J940442

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be mium.

% of the California workers' compensation pre-

Schedule

#### Person or Organization

Any person or organization for which the named insured has agreed by written contract executed prior to loss to furnish this waiver. **Job Description** 

As required by Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2024 Policy No. UB-4J940442 Endorsement No. Insured Engeo Inc. Premium

Insurance Company Travelers Property Casualty Countersigned by \_\_\_\_\_

DATE OF ISSUE:

ST ASSIGN: CA

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