

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 **RUGGERI JENSEN AZAR (RJA)**, a California corporation, whose address is **4690 Chabot Drive, Suite 200, Pleasanton, CA 94588** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Civil Engineering services. City staff issued an RFP/RFQ on March 17, 2025 and after a submittal period of 22 days received 12 of timely submitted proposals. Staff reviewed the proposals and selected the service provider that best meets the City’s needs.
- C. Provider is 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 Civil Engineering services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

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

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

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

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

JNA
Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

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

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

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
------------------------	-----------------------------

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

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

\$2,000,000 each claim

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt

to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

c. Provider shall, at such time and in such form as City Manager or their designee may

require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

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

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

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

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

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

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

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

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

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

Ruggeri-Jensen-Azar
4690 Chabot Dr. #200
Pleasanton, CA 94588
ATTENTION Joseph Azar, President
Phone: 925-227-9100

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

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

18. SAFETY:

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

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

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. PREVAILING WAGES:

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

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

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

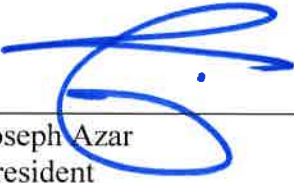
30. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

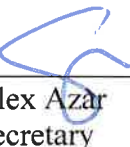
RUGGERI JENSEN AZAR
a California corporation,



Joseph Azar
President

CITY OF ALAMEDA
a municipal corporation



Jennifer Ott
City Manager

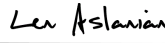
Alex Azar
Secretary

RECOMMENDED FOR APPROVAL

Signed by:


Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


Len Astanian
Assistant City Attorney

Exhibit A



CITY OF ALAMEDA
CALIFORNIA

REQUEST FOR PROPOSALS

For

On-Call Civil Engineering Services



Prepared by:

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS

April 7, 2025



RUGGERI-JENSEN-AZAR

ENGINEERS ■ PLANNERS ■ SURVEYORS

Exhibit A

April 7, 2025

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

Re: Request for Proposals (RFP) for On-Call Civil Engineering Services

Dear Scott:

Thank you for the opportunity to submit this proposal in response to the subject RFP. Ruggeri-Jensen-Azar (RJA) has been successfully providing similar on-call engineering services to many cities and agencies. Most recently, RJA is providing services to City of Livermore, City of San Ramon, and City of San Carlos with multi-year renewal contracts.

Reasons for RJA's success and the benefits we bring to the City of Alameda are:

- "Hands-on" Sr. Project Manager with a proven track record on contracts for municipal engineering and private development reviews with similar complexity and magnitude;
- ability to respond quickly to multiple requests simultaneously, as well as urgent requests;
- proactive coordination approach and ability to identify issues and offer solutions to complex tasks;
- established and efficient procedures for processing requests, and;
- capacity to deliver on-time and within budget

In the enclosed proposal, we have described our extensive experience, unique capabilities, depth of staff resources, project approach, management approach, as well as examples of other on-call contracts and types of project.

We believe RJA has assembled an experienced team with unparalleled qualifications and will be a good fit as an extension to the City staff. As the Principal-In-Charge/Sr. Project Manager for this RFP, I will be the contact person receiving correspondence related to this RFP. I can be reached at (925) 227-5036 or dcarucci@rja-gps.com if you have any questions or need additional information.

Sincerely,

Ruggeri-Jensen-Azar

A handwritten signature in black ink, appearing to read 'Dominic Carucci', written over a horizontal line.

Dominic Carucci, PE,
Sr. Project Manager/Principal-in-Charge

Exhibit A

TABLE OF CONTENTS

PAGES

A. Description of Organization, Management & Team Members....	1
1. Description of Organization	1
2. Management and Team Members	2
3. Organization Chart	3
4. Response Time, Availability and Reliability.....	4
5. Management Approach	5
6. Quality Assurance	5
B. Organization Qualifications	6
1. Relevant Background Experience and Capabilities	6
2. Subconsultant Information	9
3. Recent Experience and Similar Projects	10
C. References, Related Experience and Examples of Work	11
1. Sample Projects and References	11
D. Willingness to Comply with the Proposed Agreement Terms ...	15
E. Billing Rates.....	16

Appendix

- ♦ Resumes of Key Staff



Exhibit A

Request for Proposals On-Call Civil Engineering Services

A. Description of Organization, Management and Team Members

1. Description of Organization

Ruggeri-Jensen-Azar (RJA), a multi-disciplinary firm, has a staff of 70 employees comprised of 20 professional civil engineers and 4 licensed land surveyors supported by project engineers, office survey technicians, field surveyors, AutoCAD technicians, land planners, and administrative staff in three office locations in the cities of Pleasanton, Gilroy and Rocklin.

RJA has extensive private development experiences to complement our land development engineering services required for this RFQ. Outlined below is a brief summary of types of projects we have had previous experiences with:

- Public street widening and infrastructure improvements including utility extensions for storm drain, sewer and water mains, C.3 stormwater retrofits, and ADA ramp installation and upgrades.
- Pedestrian and bikeway improvements and retrofits including ADA ramp and ADA parking upgrades, safe-route to school improvements, traffic circle retrofits, protected bike lanes, and multi-use pathways.
- Master Plan Communities including club houses, golf courses, trails, recreational amenities, community and neighborhood parks and open space.
- Federal Military bases closure site redevelopment (i.e., Oakland Army Base and Dublin Camp Park Base Closures).
- Water front developments, including sea level rise analysis and design (Point Richmond, Bethel Island)
- Attached or detached townhome style developments including Transit Oriented Developments (TOD).
- Podium style high density condominium developments.
- "Wrap" garages style condominium or apartment complexes.
- Single family residential developments
- Municipal building projects including City Council Meeting Hall, City Council Chambers, and EOC center.

Our private development experience enables us to provide unmatched and unparalleled plan review support to "see" and identify the development issues early during entitlement phase and "catch" construction issues during site improvement plan and building submittal reviews.



Exhibit A

Request for Proposals On-Call Civil Engineering Services

2. Management and Team Members

The work for this RFP will be performed out of the Pleasanton office.

Single Point of Contact

The Principal-In-Charge and Sr. Project Manager, Mr. Dominic Carucci, will be the single point of contact and will be responsible for not only the day-to-day management of the project and the team, but also day-to-day tasks of providing technical oversight, coordination with City staff, enforcement of the budget and schedule for each task order as well as quality assurance for all deliverables submitted to the City.

Highlights of Mr. Carucci's experience include:

- Extensive experience in both public and private sectors.
- Design and manage capital improvement projects as an agency employee and as a design professional.
- Managed previous and on-going on-call engineering design and surveying project with cities.
- Reviewed and managed development, entitlement and permit reviews for past and ongoing agencies.

Staff Resources:

Mr. Alexander Azar and Mr. David Terhune, both Principals at RJA and who will provide civil engineering support including street infrastructure improvements, storm drain design, hydrology and drainage analysis, and design of water and wastewater collection systems.

Additionally, the team will be supported by the following subconsultants who have worked with RJA on numerous projects over the past years:

- **Mr. Jeffrey Elia and Eric Tse**, with Hexagon Transportation Consultants, Inc., will provide support in traffic, transportation engineering, including traffic signal, street lighting, traffic control, roundabouts, and traffic circles.
- **Mr. Daniel Schaaf and Mr. Benjamin Shick**, with Schaaf & Wheeler, will provide sewer and storm drain pump stations, pipe replacement, lagoon pumps and weir systems, and upgrades and repairs.
- **Mr. Jeff Finn and Mr. Tim Elliott**, with Peoples Associates Structural Engineers (PASE), will provide structural design support, including bridge, abutments, pier foundation, dock structures, and retaining walls.
- **Ms. Jessamyn Lett and Mr. David Campbell**, with Roach & Campbell, will provide landscape design support for park improvements, play fields/court, and miscellaneous landscape design.

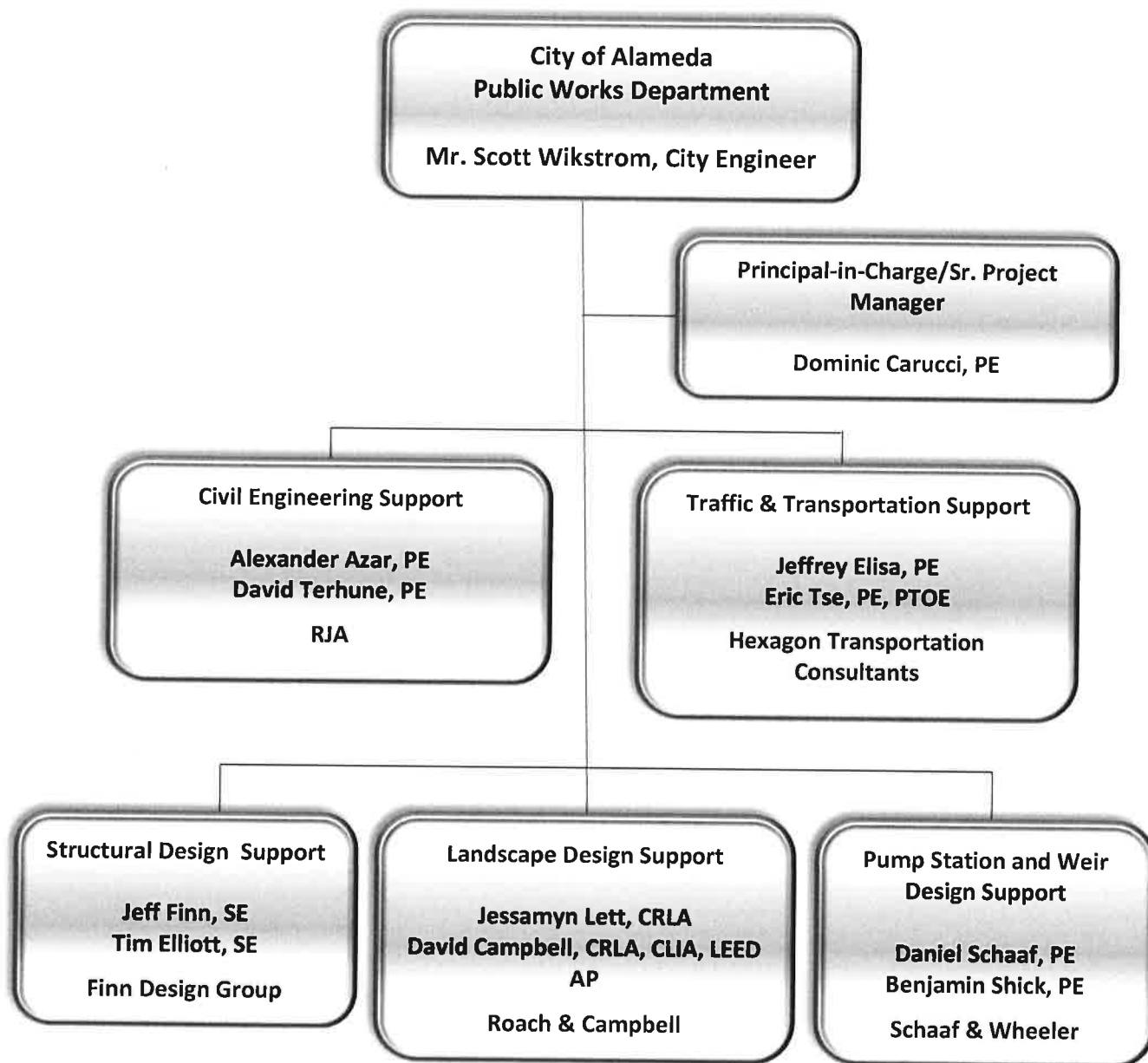


Exhibit A

Request for Proposals On-Call Civil Engineering Services

3. Organization Chart

An organization chart of the proposed team to meet the objectives of City's RFP is delineated below:



Full resumes of the above key personnel are included in the Appendix for your reference.



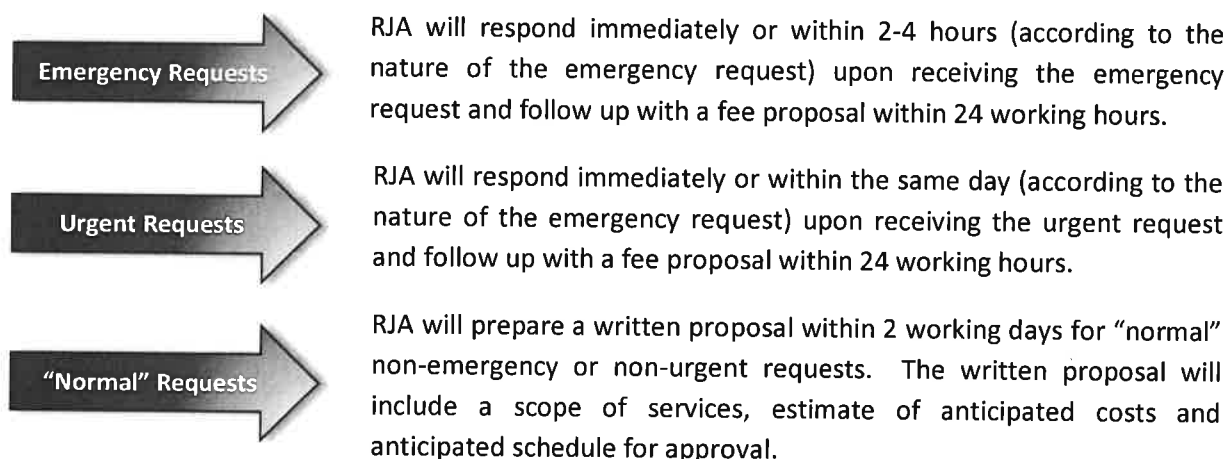
Exhibit A

Request for Proposals On-Call Civil Engineering Services

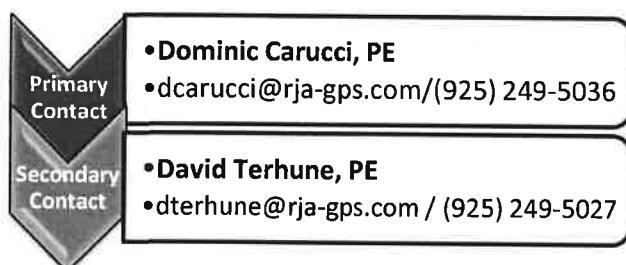
4. Response Time, Availability and Reliability

RJA is committed to working with City staff to process requests for services in an expeditious manner.

One of the reasons for our success with other on-call contracts with multi-year renewals is our unparalleled response time with Clients. RJA's methodology for processing requests is straightforward and will allow for efficient responses to City staff. We understand the nature of on-call services can be fluid. Urgent or emergency requests may occur in addition to the "normal" requests. We propose to approach the City's requests as follows:



Further, to facilitate our response time, we propose all requests will be directed to our primary contact and have also designated a "secondary" contact for purposes of urgent or emergency requests in case the primary contact is not immediately available to receive the request in person due to meetings or other reasons. The designated individuals are:



As shown previously, with the depth of staff resources we allocated for this assignment, the Sr. Project Manager will be able to process the City request efficiently and simultaneously if multiple resources are received, and work with the available staffing immediately to respond to the City. As noted, this approach has enabled our team to provide a matched level of services expected from our Clients.



Exhibit A

**Request for Proposals
On-Call Civil Engineering Services****5. Management Approach**

"Hands On Management" has always been RJA's management philosophy. As mentioned in the cover letter, senior level project manager, Mr. Carucci will be "in the trenches" managing, assisting, and overseeing as well as preparing technical design and reviews, schedule, and budget ensuring the project team is fully committed to delivery of the projects in a timely manner and meeting City's expectations and promised deadlines. Mr. Carucci will also make sure project managers assigned to the projects are keeping the City staff apprised of key issues that need resolution and provide suggested solutions and if needed, meet the project applicant and his/her consultant teams to reconcile and solve key issues.

"One Single Point of Contact." All initial requests will be directed to Mr. Carucci first regardless nature of the requests. This allows Mr. Carucci to be involved with tracking and managing all requests more efficiently and follow up internally to ensure delivery is met.

6. Quality Assurance

Depending on the on-call assignment, RJA's quality assurance program for responding to City Task Orders will normally consist of one or more of the following elements:

1. If necessary, the Sr. Project Manager will hold a kick-off meeting with the project team to outline the scope, schedule, and budget for on-call assignments. Thoroughly communicating the requirements of a project early in the process helps to ensure staff efficiency and commitment to the project schedule.
2. If necessary, the Sr. Project Manager and team members will perform a site visit prior to starting work. The project team will ensure all field-observed issues are addressed.
3. For each Task Order, the Sr. Project Manager will determine project parameters and coordination requirements, including meetings with the City when requested.
4. The Sr. Project Manager will review the submittals for quality conformance to City requirements, budget and schedule.
5. The Sr. Project Manager will review the deliverables for quality, completeness, adherence to project schedule and budget.



Exhibit A

Request for Proposals On-Call Civil Engineering Services

B. Organization Qualifications

1. Relevant Background Experience and Capabilities

Since its inception, RJA is continuing to provide civil engineering, land surveying and planning services to a multitude of local cities, counties and agencies; including the City of Alameda.

A list of public agencies and special districts includes:

AGENCIES:

Alameda County:

- City of Alameda
- City of Dublin
- City of Fremont
- City of Hayward
- City of Livermore
- City of Newark
- City of Pleasanton
- City of San Leandro
- City of Union City

San Joaquin County:

- City of Tracy

Napa County:

- City of American Canyon

Contra Costa County:

- City of Brentwood
- City of Hercules
- City of Lafayette
- City of Oakley
- City of Orinda
- City of Pittsburg
- City of Pleasant Hill
- City of San Pablo
- City of San Ramon
- City of Walnut Creek
- Town of Danville

San Mateo County:

- City of Belmont
- City of Half Moon Bay
- Town of Hillsborough
- City of Millbrae
- City of San Carlos
- City of San Mateo

Santa Clara County:

- City of Campbell
- City of Gilroy
- City of Los Altos
- City of Sunnyvale

Special Districts:

- Alameda County Transportation Improvement Authority
- Central Contra Costa Sanitary District
- Contra Costa Transportation Authority
- County of Alameda
- County of San Mateo
- Dublin San Ramon Services District
- East Bay Regional Park District
- Santa Clara Valley Water District



Exhibit A

Request for Proposals On-Call Civil Engineering Services

The specialized expertise RJA has successfully delivered to our Clients includes:

CIVIL ENGINEERING

- On-Call Engineering Services
- Consulting City Engineer
- Plans, Specifications and Estimates (PS&E) for Capital Improvement Projects or Site Improvement Projects
- Review and Design of Public Improvements
- Review of Private Development Projects
- Support of Planning Staff in Review of Entitlement Projects
- Conditions of Approval
- Feasibility Analysis
- Community Parks Infrastructure
- Municipal Buildings
- Public Buildings Infrastructure Improvements
- Roadway Widening
- Street Overlay
- Median Improvements
- Intersection Improvements
- Annual Pavement Repair, Resurfacing and/or Overlay
- Sidewalk, Curb & Gutter Improvements
- ADA Compliance Improvements
- Traffic Calming Improvements
- Transit Oriented Development (TOD)
- C.3 Stormwater Treatment Design & Review, and Inspection
- Parking Lot Improvements
- Utility Master Planning
- Facilities Improvements
- Sanitary Sewer Studies
- Water & Sewer Improvements
- Hydrology/Hydraulic Studies
- Storm Drain and Flood Control Design
- Storm Water Pollution Prevention Plans
- Value Engineering Review
- Cost Estimates
- Construction Support

OFFICE SURVEY

- Acting City Land Surveyor
- On-Call Surveying Services
- Caltrans State Right-of-Way Work
- ALTA Surveys
- Annexation Processing with LAFCO and Annexation Maps
- Corner Records
- Plats & Legal Descriptions
- Boundary Resolutions
- Record of Survey
- Review or Preparation of Final/Parcel Maps
- Right-of-Way Maps
- Topographic Mapping
- Lot Line Adjustments/Lot Mergers
- Review of Title Reports

FIELD SURVEY

- Supplemental Topographic Surveys
- Aerial Topographic Survey
- Field Surveys
- Boundary Surveys
- Control Surveys
- High Precision GPS Surveys
- GPS Right-of-Way Surveys
- As-Built Surveys
- State Right-of-Way Surveys
- Tree Surveys
- Construction Staking
- Monumentation
- Construction Support
- Locating Property Corners



Exhibit A

Request for Proposals On-Call Civil Engineering Services

AUTOCAD DRAFTING

- Plans & Profile Sheets
- Plats
- Exhibits
- Right-of-Way maps
- Survey Documents
- Utility Base Maps
- Earthwork Calculations
- Topographic Base Map
- Signing & Striping Plans
- Cross Sections
- Standard Details

PROCESSING/PERMITTING

- Bay Conservation and Development Commission
- BART
- Coordination/Permitting with Local, State & Federal Agencies
- Caltrans
- California Department of Fish & Game Wildlife
- County Land Surveyor's office
- EBMUD
- FEMA
- Kinder Morgan
- LAFCo
- Level 3 Fiberoptics
- Park District
- PG&E
- Special District Processing
- State Water Resources Control Board
- Union Pacific Railroad



Exhibit A

Request for Proposals On-Call Civil Engineering Services

2. Subconsultant Information

To augment RJA's team, the following firms will serve as subconsultants to provide support for traffic, water resources, structural, and landscaping:



HEXAGON TRANSPORTATION CONSULTANTS, INC.

Since 1998, Hexagon has been providing professional traffic engineering and transportation planning services to both

private and public entities throughout many San Francisco Bay Area cities. Hexagon are experts in all major aspects of transportation planning and traffic engineering. They have built their firm around three fundamental principles. First, deliver the highest quality work with findings that are double checked and presented clearly and concisely. Second, deliver work products when promised. Lastly, be accessible and responsive. Hexagon has office locations in San Jose, Gilroy and Pleasanton. They will provide any traffic-related services, including but not limited to traffic signals and street lighting equipment replacement, including pole and cabinet foundations and conductors.

Schaaf & Wheeler

Schaaf & Wheeler's experienced engineers comprehensively resolve water resources issues throughout California. The firm projects generally range from large flood control projects and FEMA flood insurance studies to local agency public works infrastructure projects – water, recycled water, sewer, and storm drainage. Though certified by the State of California as a small business enterprise (certification #40527), Schaaf & Wheeler has a broad reach. Schaaf & Wheeler's engineers operate from four locations: Santa Clara, San Francisco, Santa Rosa and Salinas. They will provide support for sewer and storm drain in-ground and above-ground pump stations, and lagoon pumps and weir systems.



With a team of experienced and skilled engineers, PASE offers a full range of structural engineering services, from designing and analyzing structures to providing construction management. PASE prides itself on its ability to tackle complex engineering challenges and find innovative solutions to meet the City's needs. PASE headquarters office is located in San Jose, with office in San Ramon and Sacramento. They will provide site grading, retaining walls and utility replacement.



Roach & Campbell encompasses a wide array of projects, ranging from master planned communities, single-family and multi-family residential developments, to transit and multi-modal transportation systems, parks and recreation areas, restoration projects, deep sustainability initiatives, and civic infrastructure. Although located in Sacramento, Roach & Campbell have worked on many projects in Alameda, including stormwater, public parks, and projects involving BCDC. They will provide any landscape-related services including, park improvements, play fields and courts, pathways, buildings and field lighting.



Exhibit A

Request for Proposals On-Call Civil Engineering Services

3. Recent Experience and Similar Projects

As mentioned previously in Section I, RJA is continuing to provide on-call engineering and surveying services to numerous municipalities. Below is a brief summary of types of projects we have been providing or is providing for reference:

- North and South Livermore Avenue pavement repair and rehabilitation - *City of Livermore*
- 18" water line relocation – *City of Pittsburg*
- Complete street, sidewalk, traffic signal and striping improvements – *City of Fremont*
- Tentative Maps and building permit drawings review for single family, condominium, apartments, townhomes, commercial/retail and hotel developments – *City of San Carlos*
- City Council Building design review and PS&E's – *City of Livermore*
- Sidewalk and utility improvements for City redevelopment property – *City of San Ramon*
- 11th Street Overcrossing Street Resurfacing - *City of Livermore*
- Pedestrian and Bicycle Safe Routes to School Sidewalk Improvements – *City of Concord*
- Private development reviews for single family, condominium, podium, and townhome style developments – *City of Belmont*
- 50-acre La Vista Community Park Improvements – *City of Hayward*
- Arroyo Road Widening, Sanitary Sewer Extension and Sidewalk Improvements – *City of Livermore*
- Trevarno Road Sanitary Sewer and Water Line Replacement Feasibility Study – *City of Livermore*

In addition, listed for reference below are a list of similar on-call projects with multiple contract extensions that RJA is providing engineering, feasibility analysis, preliminary studies, design, plan review, PS&E and surveying services for:

	Original Agreement Date	Agreement Extended to
City of Livermore	7/2015	12/2026
City of San Carlos	6/2016	6/2026
City of San Ramon	11/2017	12/2025
City of Brentwood	6/2019	6/2025
City of Concord	7/2016	6/2026
City of Union City	8/2021	12/2026
City of Belmont	10/2019	7/2027



Exhibit A

Request for Proposals On-Call Civil Engineering Services

C. References, Related Experience and Examples of Work

1. Sample Projects and References

As stated previously, RJA has been providing civil engineering services to public agencies for projects of similar size, scope and complexity as outlined in this Request for Proposal. Our experience in providing civil engineering services for projects in the City of Alameda dates back to the 1990's.

The following are descriptions of RJA's most recent experience that is similar in scope as to what may be required by this RFP:

On-Call Engineering and Surveying Services, City of Livermore

RJA is currently providing on-call engineering and land surveying services for a variety of task orders for this multiple year agreement with the City. The services have included:

- Perform feasibility analysis for CIP related projects.
- Establish field survey controls.
- Field survey existing streets, curb to curb, edge of pavement, back of sidewalk, lip of gutter, manhole rims, utility inverts and trees.
- Prepare plans, specifications and estimates for trail improvements, street widening, ADA ramp improvements and City facility.
- Prepare annual pavement repair and overlay projects.
- Prepare sidewalk and curb ramps replacement projects.
- Prepare plans, specifications and estimates for utility extension and/or replacement.
- Provide As-built Survey for CIP Projects.
- Prepare an AutoCAD generated topographic and boundary map for design purposes.
- Establish street right of way.
- Prepare plats & legal descriptions.
- Prepare mapping, boundary analysis and sewer and EVA easements.
- Prepare lot line adjustment map.
- Review survey documents.

Client:	City of Livermore
Contact:	Mr. Joel Waxdeck, PE, Sr. Civil Engineer
Telephone:	(925) 960-4511
Email:	jwaxdeck@cityoflivermore.net
Team Member Involved:	Dominic Carucci, David Terhune



Exhibit A

Request for Proposals On-Call Civil Engineering Services

On-Call Civil Design Services, City of Concord

RJA is providing on-call civil design services to the City of Concord, our agreement most recently established for July 2024 through July 2026. The services RJA is providing include:

- Preparing conceptual designs, preliminary budget estimates, and project schedules,
- Preparing plans, specifications and estimates for bidding purposes,
- Preparing economic designs in accordance with city standards and policies,
- coordinating the design with and obtaining the required approvals and permits of city departments, utility companies, and other agencies,
- Assisting the city in communicating with the public regarding the project design,
- Drafting reports for city information and action,
- Providing information and assistance during construction,
- Providing engineering calculations and analysis as required by the project,
- Preparing design surveys, geotechnical investigations, construction plans, specifications, and construction cost estimates including services of approved sub-consultants necessary to accomplish the work and responding to bidder's questions during bidding.

Client: City of Concord – Community Development Department
 Contact: Mr. Bernard Enrile, CIP Manager
 Telephone: (925) 671-3031
 Email: bernard.enrile@cityofconcord.org
 Team Member Involved: Dominic Carucci, David Terhune, Alexander Azar

Downtown Access and Safe Routes to Transit, City of Concord

RJA has been providing PS&E for design of continuous bicycle and pedestrian route improvements on various segments in the city based on the City's newly adopted Bicycle Pedestrian and Safe Routes to Transit Plan. The services have included:

- Establishing street right of way
- Evaluating permanent and temporary construction easements or right of entry requirements
- Conducting public outreach and workshops
- Assisting staff to prepare initial study
- CEQA review and determination
- Prepare and review preliminary alignment studies with City staff prior to PS&E's
- Prepare PS&E's
- Prepare feasibility analysis and approach to meet C.3 stormwater treatment requirements
- Coordinating with utility companies and stake holders to review the PS&E
- Providing bidding and construction support through duration of the project

Client: City of Concord
 Contact: Bernie Enrile, CIP Manager
 Telephone: (925) 671-3031
 Email: bernard.enrile@cityofconcord.org
 Team Member Involved: Dominic Carucci, David Terhune, Alexander Azar



Exhibit A

Request for Proposals On-Call Civil Engineering Services

On-Call Land Development Engineering, Contra Costa County

RJA is currently providing on-call land development engineering and land surveying services through 2026. The services include:

- Review tentative map, conditions of approval, and mitigation measures for compliance.
- Review grading plans for compliance with County requirements.
- Review hydrology map/calculations, hydraulic calculations, structural calculations, traffic studies, engineer's estimates, etc.
- Review hydromodification and drainage calculations for peak flow volume storage requirements.
- Review detention basin and outfall design.
- Review roadway improvements for collective and local streets.
- Review final map for compliance with improvement plans, County standards and Subdivision Map Act.
- Review and coordination of landscape improvement plans and landscape inspection support services.
- Review and coordination of compliance with County's Stormwater Management and Discharge Control Ordinance (1014) Provision C.3 of the NPDES permit (e.g., review of Storm Water Control Plans and Operation and Maintenance Plans).
- Review legal documents and dedications necessary for conformance to conditions of approval.
- Coordinate with Public Works Department staff in responding to the developer, the developer's engineer, and the public.
- Prepare Conditions of Approval.
- Provide advice and consultation to the city Engineer.
- Prepare materials pertaining to land development projects for the Contra Costa County Board of Supervisors.
- Prepare County at public meetings of hearing bodies such as the Zoning Administration, County Planning Commission, and Board of Supervisors.
- Assist in research and compilation of documentation related to the County's participation in the National Flood Insurance Program's Community Rating System.
- Assist the County to coordinate review with Developer's engineers and the applicant.

Client:	Contra Costa County Public Works Department
	Engineering Services Division
Contact:	Mr. Larry Gossett, PE, QSD/P, CFM
Telephone:	(925) 313-2016
Email:	larry.gossett@pw.cccounty.us
Team Member Involved:	Dominic Carucci, David Terhune, Alexander Azar



Exhibit A

Request for Proposals On-Call Civil Engineering Services

On-Call Engineering and Surveying Services, City of San Ramon

RJA has been providing ongoing services to the City of San Ramon for capital improvement projects and miscellaneous engineering and surveying assignments since 2009. The services have included:

- Preparation of Plan Line Study, design surveys and franchise utility location plans for the widening on Crow Canyon Road
- Prepared PS&E, construction staking and topographic surveys for sidewalk improvements and new storm and sewer connections for ABC Pet Clinic
- Performed preliminary design, utilities analysis, design surveys, base map preparation and field survey/ROW determination for the Purdue Road Widening Study.
- Designed drainage improvements and performed field surveys for Foster Home Farms historical site.
- PS&E, design and utility location surveys as part of improvements to approximately 2 miles of Bollinger Canyon Road.
- Design surveys and ROW determinations for Bollinger Canyon Road Phase 5.
- Construction staking for miscellaneous projects.

Client Name: City of San Ramon
 Contact: Roderick Wui, PE, City Engineer
 Telephone: (925) 973-2669
 Email: rwui@sanramon.ca.gov
 Team Member Involved: Dominic Carucci, Alexander Azar

On-Call Engineering and Surveying Services, City of San Carlos

RJA is currently providing on-call engineering and surveying services to the City of San Carlos. The services have included:

- Review private development site improvement plans
- Review public street improvement plans
- Establish Conditions of Approval with City
- Review Tentative Maps
- Review Final maps for conformance with City Standards and Subdivision Map Act
- Review survey related documents submitted for private developments
- Review Title Reports
- Provide advice and consultation to City Engineer
- Assist City engineer to coordinate review with developer's Engineers and the applicants.

Client: City of San Carlos
 Contact: Grace Le, PE, City Engineer
 Telephone: (650) 802-4201
 Email: gle@cityofsancarlos.org
 Team Member Involved: Dominic Carucci, Alexander Azar



Exhibit A

**Request for Proposals
On-Call Civil Engineering Services**

D. Willingness to Comply with the Proposed Agreement Terms

RJA has reviewed the sample Master Service Agreement provided in the RFP and takes no exceptions to the sample Master Service Agreement, except for the following:

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

~~\$2,000,000~~ \$1,000,000 per occurrence or claim.



Exhibit A

Request for Proposals On-Call Civil Engineering Services

E. Billing Rates



RATE AND EXPENSE SCHEDULES (Effective July 1, 2025 through June 30, 2026)

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate</u>
Senior Project Manager	\$300.00
Project Manager.....	285.00
Senior: Engineer, Surveyor, Planner	271.00
Associate: Engineer, Surveyor, Planner	253.00
Engineer, Surveyor, Planner.....	235.00
Assistant: Engineer, Surveyor, Planner	203.00
Senior Technician	198.00
Technician	176.00
Assistant Technician.....	152.00
Project Coordinator.....	125.00
Administrative Assistant	116.00
Clerical	81.00
Field Survey Manager	251.00
1-Person Survey Crew	231.00
2-Person Survey Crew	355.00
3-Person Survey Crew	410.00
Principal	315.00
Deposition/Court Appearance	rates are available upon request

EXPENSE SCHEDULE

Bond Copy (24"x36").....	\$1.50 each
Color/mylar plot (small, medium).....	\$10.00 each
Color/mylar plot (large)	\$50.00 each
Xerox copy.....	\$0.15 each
Color xerox copy (8½ x 11 or 11 x 17)	\$0.50 each
Client-Requested Overtime.....	Hourly Rate plus 25%

All other expenses, including:	Actual Cost plus 15%
Delivery Service	Travel & Expenses
Outside Reproduction	Filing or Permit Fees
Mileage - Auto	Conference Call Expenses
Outside Consultants	



Exhibit A

Request for Proposals On-Call Civil Engineering Services



Hexagon 2025 Billing Rates

<u>Professional Classification</u>	<u>2025</u>
President	\$355
Principal	\$310
Senior Associate II	\$285
Senior Associate I	\$260
Associate II	\$235
Associate I	\$210
Planner/Engineer II	\$180
Planner/Engineer I	\$155
Assistant Planner/Engineer	\$130
Admin/Graphics	\$130
Technician	\$95

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Billing rates shown are effective January 1, 2025 and subject to change January 1, 2026.



Exhibit A

Request for Proposals On-Call Civil Engineering Services

Schaaf & Wheeler
CONSULTING CIVIL
ENGINEERS
4699 Old Ironsides Dr., Suite 350
Santa Clara, CA 95054-1860
408-246-4848

Hourly Charge Rate Schedule

Personnel Charges

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

Current hourly rates by classification are listed below:

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

Litigation Charges

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

Materials and Services

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

Escalation Rate

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

Effective 1/1/25



Exhibit A

Request for Proposals On-Call Civil Engineering Services

PASE

STANDARD RATE SCHEDULE

Engineering Services

Principal	\$ 265.00	per hour
Associate	\$ 235.00	per hour
Senior Project Manager	\$ 225.00	per hour
Senior Structural Engineer	\$ 225.00	per hour
Project Manager 3	\$ 215.00	per hour
Project Manager 2	\$ 205.00	per hour
Project Manager 1	\$ 195.00	per hour
Senior Project Engineer 3	\$ 215.00	per hour
Senior Project Engineer 2	\$ 205.00	per hour
Senior Project Engineer 1	\$ 195.00	per hour
Project Engineer 3	\$ 185.00	per hour
Project Engineer 2	\$ 175.00	per hour
Project Engineer 1	\$ 165.00	per hour
Assistant Engineer 3	\$ 160.00	per hour
Assistant Engineer 2	\$ 155.00	per hour
Assistant Engineer 1	\$ 150.00	per hour
Engineering Technician	\$ 125.00	per hour

BIM Technical Services (Revit + CAD)

Senior BIM Technical Manager	\$ 205.00	per hour
BIM Technical Manager	\$ 195.00	per hour
Senior Quality Technician	\$ 190.00	per hour
Senior BIM Technician 2	\$ 180.00	per hour
Senior BIM Technician 1	\$ 170.00	per hour
BIM Technician 3	\$ 155.00	per hour
BIM Technician 2	\$ 145.00	per hour
BIM Technician 1	\$ 135.00	per hour

Other Services Sub-

Consultants, Special Equipment, Reproductions,

Materials, and Other Outside Charges..... AT COST + 15%

Court Appearances/Depositions (4 hours minimum)	\$ 350.00	per hour
Vehicle Transportation	\$ 0.67	per mile

Our standard limit for professional liability insurance is \$3 million. Clients requiring a \$5 million limit will be assessed a fee equal to 5% of our total for design services.

Unless specified by separate contract, a late payment charge (computed at the annual rate of 5% above the Federal Discount Rate) will be charged to any invoice balance commencing 30 days after the date of issue.

Effective January 1, 2025

Subject To Revision



Exhibit A

Request for Proposals On-Call Civil Engineering Services



947 Enterprise Drive, Loft B Sacramento, California 95825
o. 916.827.4020

2025 Standard Billing Rates

Principal	\$190
Landscape Architect:	\$160
Landscape Designer:	\$130
Support Staff:	\$90

Notes: unless superseded by executed contract, reimbursable expenses are not included in the rates above, and will be billed at 1.15 times actual cost. Such expenses include but are not limited to mileage, telecommunication charges, reprographics, postage, rental of equipment or vehicles, delivery, and soils fertility testing. Other sub-contracted professional services, if required, will be retained upon authorization and billed at 1.15 times actual cost.

Escalation: Hourly billing rates will escalate annually at a rate of 3.5



Exhibit A

**Request for Proposals
On-Call Civil Engineering Services**

**Appendix
Resumes of Key Personnel**



Exhibit A

Request for Proposals On-Call Civil Engineering Services

Dominic R. Carucci, PE
Role: Sr. Project Manager



Mr. Carucci has 14 years of experience in civil engineering design, preparation of plans, specifications and estimates (PS&E) for water, sewer and storm drainage facilities, roadways, parking lots, improvement plans, signing and striping plans, traffic control plans, cross sections, erosion and sediment control plans and grading design. He also has expertise in hydraulic and hydrologic calculations, cost estimating, bidding and construction support. Mr. Carucci also has experience in coordinating with Cities, utilities companies, special districts and private developers for various technical issues and project deliverables. He has expertise in the implementation of C.3 stormwater requirements, hydromodification storage, storm water measurements and SWPPP requirements.

REGISTRATION:

2016, Professional Engineer,
California No. 85585

EDUCATION:

B.S., 2011, Civil Engineering,
California State University,
San Jose

RELEVANT EXPERIENCE:

On-Call Civil Engineering & Surveying Services, Belmont

- Principal-in-Charge/Project Manager
- Responsible for engineering duties associated with planning, design, construction, and inspection of development projects.
- Coordination with City departments.
- Preparation of conditions of approval.
- Review of encroachment and other permit applications.

On-Call Engineering Services, Newark

- Project Manager from 2022 to present.
- Responsible for plan review of development projects that includes condominium, townhomes, apartments, podiums, single family, as well as commercial, retail, infrastructure and roadway improvements.
- Coordination with City departments including Building, Planning and Fire Departments.
- Review preliminary entitlement application submittals and preparation of conditions of approval.
- Review of encroachment and other permit applications on behalf of Public Works Department.

On-Call Engineering & Surveying Services, Livermore

- Project Manager for on-call services from 2015 to present.
- Technical oversight for City task orders for land surveying, civil engineering and related consulting services.
- Management of multidisciplinary team of consultants.
- Scheduling and budget controls.
- Ensure responsiveness and adequate staffing for multiple simultaneous task order requests.
- Coordination with Caltrans.





Exhibit A

Request for Proposals On-Call Civil Engineering Services

East Downtown Concord PDA Sidewalk Access & Safe Routes to Transit, Concord

- Preparation of preliminary design and review with City staff.
- Perform topographic survey and mapping.
- Prepare PS&E for sewer and drainage improvements, street widening, sidewalk and driveway improvements.
- Prepare signing and striping plans.
- Prepare traffic staging plans.
- Coordinate with utility companies for conflict resolution.
- Provide bidding assistance and construction support.

Dublin Boulevard/Tassajara Road/Central Parkway Widening, Dublin

- Prepare existing street right of way and research record information to establish a constraints map showing all existing conditions.
- Perform alignment and geometrics studies to establish ultimate street alignments for future buildout condition.
- Study impact to existing utilities and relocation requirement due to the proposed street widening.
- Perform preliminary drainage study.
- Perform C.3 analysis to evaluate methods and approach to address NPDES storm water compliance.
- Prepare preliminary engineer's opinion of probable construction costs.

Storm Damage Repairs Site Field Survey, Livermore

- Perform topographic field survey to locate existing storm drains, top and bottom of channels, flow lines, bridge piers and wingwalls, trees, and rock riprap.
- Prepare AutoCAD generated topographic base maps for design purposes.
- Prepare cross sections based on as-built field topographic survey.

La Vista Park (54 acres), Hayward

- Prepare topographic and boundary survey.
- Prepare PS&E's for site grading, drainage, sewer, water services improvements and C.3 stormwater treatment.
- Prepare hydrology and hydraulic calculations.
- Provide bidding support and assistance.



Exhibit A

Request for Proposals On-Call Civil Engineering Services

David T. Terhune, PE Role: Civil Engineering Support



Mr. Terhune has 15 years' experience in the civil engineering design and preparation of plans, specifications, and estimates (PS&E) for public works infrastructure improvements of water, sewer and storm drainage facilities, roadways, parking lots, and site grading. He is also experienced in preparing quantity take-offs and engineering calculations, as well as inspection and managing public works and engineering projects while employed by the City of Lafayette. He has a solid background in CAD drafting, ArcGIS usage, and land surveying. He also has a proven record of effective coordination between public agencies, utilities companies, contractors, the general public, and other stakeholders.

REGISTRATION:

2014, Professional Engineer,
California No. 82632

EDUCATION:

B.S., 2009, Civil Engineering,
(Transportation)
University of California,
Davis

RELEVANT EXPERIENCE:

On-Call Civil Engineering Services, San Carlos

- Plan Checking for various improvement projects on behalf of the City.
- Coordination with all affected City departments.
- Preparation of conditions of approval.
- Attendance at pre-construction meetings.
- Review of encroachment and other permit applications.

On-Call Engineering and Surveying Services, Livermore

- Project Engineer responsible for PS&E for the new Civic Center/City Council Meeting Hall.
- Provided Design Review for the new Civic Center/City Council Meeting Hall.
- Responsible for PS&E for approximately 1 mile of Iron Horse Trail extension and pedestrian bridge overcrossing.
- Research and feasibility studies for various City projects.

Public Works Projects, Lafayette

- Project Engineer for the City of Lafayette.
- Responsible for preparation of plans, details and specifications, cost estimates, and bid documents for various City projects.

On-Call Civil Engineering Services, Newark

- Plan Checking for various improvement projects on behalf of the City
- Coordination with all affected City departments
- Preparation of comment review letter
- Review of EIR and engineering reports
- Review of encroachment and other permit applications.

Santa Rita Road and Amador High School Improvements, Pleasanton

- Project Engineer responsible for PS&E for civil improvements on Santa Rita Road at the Amador High School parking lot and driveway entrances.
- Prepared Preliminary Conceptual Plans.
- Prepared improvement plans for parking lot and median modification.
- Provided construction support and bidding assistance.





Exhibit A

Request for Proposals On-Call Civil Engineering Services

Alexander J. Azar, PE Role: Civil Engineering Support



Mr. Azar has 14 years of experience in civil engineering design, preparation of plans, specifications and estimates (PS&E) for water, sewer and storm drainage facilities, roadways, parking lots, Improvement plans, signing and striping plans, traffic control plans, cross sections, erosion and sediment control plans and grading design. He also has expertise in hydraulic and hydrologic calculations, cost estimating, bidding and construction support. His projects include public streets, utilities and associated infrastructure for municipal, residential, commercial and institutional site improvements. Mr. Azar also has experience in coordinating with Cities, utilities companies, special districts and private developers for various technical issues and project deliverables. He has expertise in the implementation of C.3 stormwater requirements, hydromodification storage, storm water measurements and SWPPP requirements.

REGISTRATION:

2016, Professional Engineer,
California No. 87006

EDUCATION:

B.S., 2011, Civil Engineering,
California State University,
San Jose

RELEVANT EXPERIENCE:

Tracy Hills Drive, Tracy

- Preparation of entitlement, demolition, grading and improvement plans for 1.9 miles of backbone road for the single family residential development
- Coordinated and executed solutions using City of Tracy standards with City of Tracy Public Works staff.
- Design of water, sewer storm drain utilities and roadway improvements per City standards
- Topographic mapping and boundary surveys.
- Preparation of storm water management plans and hydrology calculations.

Dublin Boulevard Widening, Dublin

- Design and preparation of PS&E to widen Dublin Blvd to City General Plan ultimate width and to add exclusive right turn lanes in accordance with mitigation measures requirements.
- As-built topographic survey and mapping to identify existing conditions and constraints.
- Coordinate with surveyor to establish existing street right of way.
- Prepare PS&E's for drainage, asphalt pavement, curb, gutter, sidewalk improvements, relocation and/or extension of underground utilities.
- Coordinate with joint trench consultant to relocate existing PG&E and telephone facilities.
- Design storm water treatment to meet C.3 stormwater management requirements.
- Prepare signing and striping plans and coordinate with traffic consultant for preparation of traffic signal plans.

18" Water Line Relocation, Pittsburg

- Prepare topographic survey and base map for design purposes.
- Establish property lines and street right of way to identify permit and access requirements.
- Coordinate pothole of existing dry utilities and water lines.
- Supplemental topo survey to as-built existing sanitary sewer and storm drains.
- Prepare design, plans, specifications and estimates for 18" water line relocation.

**Jeffrey A. Elia, PE****Principal Associate****Education**

Bachelor of Science in Civil Engineering, Cum Laude, San Jose State University, San Jose, California

Honors and Professional Associations

Registered Professional Civil Engineer in the State of California (License No. C 68719)

Member, Institute of Transportation Engineers

Publications

"Using Video Data to Measure Vehicle Operating Modes for Prediction of Emissions", Transportation Research Record 1664, September 1999. (Co-author)

Experience

Since joining Hexagon in 1998, Jeff has worked on a wide variety of projects, including traffic signal designs, signing and striping plans, traffic operations studies, traffic safety studies, roundabout projects, corridor studies, construction traffic handling plans, and traffic impact studies. Jeff has been managing Hexagon's design practice for the last 18 years, which increasingly has involved projects that include multimodal improvements, streetscape improvements, pedestrian and bicycle facility enhancements, and innovative intersection control strategies. Jeff has a proven track record of effectively managing projects of all sizes and completing them on schedule and in a way that meets or exceeds client expectations.

Representative Experience

Campus Bay Specific Plan Traffic Improvements (Richmond, CA) – The Phase 1A improvement included the design of a two-way cycle track on the south side of Meade Street from S. 46th Street to E. Montgomery Avenue. The project included designing bicycle crossings, bicycle signals, and ADA-compliant pedestrian facilities at four intersections on the segment.

Project Duration: 2021 to present *Hexagon Budget:* \$214,000

Bear Creek Road Open Space Parking Lot Access and Trail Crosswalk (Santa Clara County, CA) – Hexagon was hired to find suitable locations for new parking lots to serve the Bear Creek Redwoods Open Space. Once the driveway locations were determined, Hexagon prepared plans for the design of a rectangular rapid flashing beacon (RRFB) crosswalk system for a multi-use trail crossing (pedestrians, bicycles, and equestrians) adjacent to one of the driveways on Bear Creek Road. Based on topography and other site factors, the driveways and a trail crossing were sited, and Hexagon prepared a more detailed sight distance analysis to ensure that the proposed driveway and trail crossing would operate safely. Trees that needed to be removed were identified and the line of sight was verified in the field. Hexagon worked with the Open Space District and its contractors in order to minimize the removal of trees while ensuring adequate sight distance for the driveway and crosswalk.

Project Duration: 2017 to 2019

Hexagon Budget: \$44,000

350 Trimble Avenue Off-Site Design (San Jose, CA) – The project consisted of the design of protected intersection corner treatments, traffic signal modifications, and Class IV bike lanes at Trimble Avenue and Orchard Parkway. The protected intersection corner treatments were designed to provide ADA-compliant pedestrian facilities, adequate space for bicyclists to maneuver around the corner or wait to cross the street, and enough space for large design vehicles to make right-turns at the project corners.

Project Duration: 2022 to present *Hexagon Budget:* \$41,000

**Eric Tse, PE, PTOE****Associate****Education**

**Master of Science in
Civil and**

**Environmental
Engineering**

**(Transportation),
California Polytechnic
State University, San
Luis Obispo**

**Bachelor of Science in
Civil and**

Environmental

**Engineering, University
of California at Berkeley**

**Professional
Associations****Registered**

Professional Civil

**Engineer in the State of
California**

(License No. C 64729)

Professional Traffic

Operations Engineer

(No. 1141)

Institute of

Transportation

Engineers

Experience

Eric has over 25 years' experience in transportation engineering and planning in California, with emphasis in traffic engineering design and traffic operations analyses. He is well-versed in design of traffic signals, roadway geometrics, signing & pavement delineation, and stage construction traffic control. Eric's planning experience also includes site traffic impact and circulation studies, and roadway improvement studies.

Eric has participated in a variety of traffic engineering and transportation planning projects for public and private sectors. These projects include transportation analyses for environmental impact reports, site access and circulation studies, traffic signal installations, and stage construction traffic control design. He was also responsible for project design and development of major roadway and highway design projects.

Eric is familiar with Caltrans Standards and PS&E requirements and has working knowledge of the California MUTCD and the Highway Design Manual. He is proficient with design software packages such as AutoCAD Civil 3D, AutoTURN, and AGI. He has also been involved in utilizing TRAFFIX and SYNCHRO software and Highway Capacity Manual (HCM) methodology to evaluate intersection operations and analyze project impacts.

Representative Projects***Traffic Signal Installation/Modification, Signing & Striping, and Traffic Control Plans***

- Morton Commerce Center Traffic Signal Installations on Central Avenue – Newark, CA
- Sanctuary Residential Development Traffic Signal Installation and Modification on Cherry Street – Newark, CA
- Amador Valley High School Traffic Signal Installations – Pleasanton, CA
- Foothill High School Traffic Signal Modifications – Pleasanton, CA
- River Islands Phase 1 Development Traffic Signal Installations – Lathrop, CA
- VTA Highway Measure B Program – Santa Clara County, CA
Highway widening projects on Route 101 and Route 87, auxiliary lane project on Route 17, and Route 152/156 grade-separation project.
- US 101/University Avenue Interchange Modification – East Palo Alto, CA
- Third and Fourth Street One-Way Couplet Conversion – San Jose, CA
- Santana Row Mixed-Use Development Roadway Improvements – San Jose & Santa Clara, CA

Transportation Impact Analyses/Site Access and Circulation Studies

- Fremont Bank Mixed Use Development – Fremont, CA
- Stratford School – Fremont & Milpitas, CA
- Santa Clara Valley Water District Lower Penitencia Creek Project – Milpitas, CA
- Robertson Intermediate School Relocation – Daly City, CA
- Foothill High School Site Access and Circulation – Pleasanton, CA
- West County Detention Facility – Richmond, CA

Daniel J. Schaaf, PE

Vice President



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

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

Selected Project Experience

Hydrology and Hydraulics

Diridon Station Flood Design
Peninsula Joint Powers
Board

Napa County Bridge
Replacement Scour Analyses
County of Napa

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

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

January 2024 Storm Damage
Repairs
City of Livermore

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

Bear Gulch Reservoir PMF
Study
California Water Service
Company

Dam Failure Studies
Alameda County Water
District

Laurel Dam Failure
Inundation Study
City of San Mateo

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

Saratoga Creek Bike Path
Hydraulics
Mark Thomas & Associates

Old Carmel River Dam
Removal LOMR
Granite Construction

Woodside Water Tank
Failure Analysis
California Water Service
Company

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

Alameda Sea Level Rise
Study
City of Alameda

Education

BSCE, San Jose State
University

MSCE (Water Resource
Engineering), San Jose
State University

Licenses

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

Affiliations

American Society of Civil
Engineers

Floodplain Management
Association

Software

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

San Francisco Airport Sea
Level Rise Study
Moffatt & Nichol

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

Greenwood Road Culvert
Replacement Hydrologic
Study
County of Napa

Oakville Cross Road Bridge
Replacement No-Rise Study

Exhibit A

Resumes

County of Napa	Cove Stormwater Pump Station Evaluation	Grass Valley, Sly Creek, and Lost Creek Dams
<u>Planning and Design</u>	County of Marin	South Feather Water Agency
Storm Drain Master Plan Update	Stormwater Master Plan	Bear Gulch Station 46 Tank Failure Inundation Study
City of San Mateo	City of Palo Alto	California Water Resource Company
Storm Drain Master Plan	Storm Drain Master Plan	Silicon Valley BART
City of San Leandro	City of Orinda	Extension Floodplain Study
Storm Drain Master Plan	Storm Drain Master Plan	Valley Transit Authority
Marin City	Town of Moraga	San Tomas Aquino Flood Study
Storm Drain Master Plan	Storm Water Conveyance Program	Santa Clara Valley Water District
Santa Cruz County Zone 5	Town of Woodside	Flood Analysis and Bayfront Levee Wave Analysis
Storm Drain Master Plan	Storm Drain Master Plan	City of San Mateo
City of Seaside	City of Palo Alto	<u>River and Stream Enhancement</u>
Storm Drain Master Plan	Industrial Road	Arroyo Las Positas Golf Course Restoration and Flood Control Project
City of Livermore	Neighborhood Drainage Study	City of Livermore
Storm Drain Master Plan	City of San Carlos	Cottonwood Creek Bank Stabilization and Geomorphic Design
City of Carmel	<u>Floodplain Management</u>	City of Livermore
Storm Drain Master Plan	El Charro LOMR	Arroyo Mocho at Holmes Street Geomorphic Design
City of Larkspur	City of Livermore	City of Livermore
Storm Drain Master Plan	Colma Creek LOMR	Livermore Stream Management Plan
City of Cupertino	City of South San Francisco	City of Livermore
Citywide Flood Control and Storm Drainage Master Plan	Monterey County Flood Insurance Study Peer Review	Altamont Creek Oil Removal Study
City of Mill Valley	City of Gonzales and City of Soledad	City of Livermore
Los Gatos Drainage Study	Laguna Water Treatment	East Arm Mountain Lake Enhancement
City of San Rafael	Interior Flood Study	The Presidio Trust, San Francisco
Hermosa Beach Storm Drain Master Plan	City of Santa Rosa	Reclamation Ditch Channel Study
City of Hermosa Beach	Laguna Water Treatment	Monterey County Water Resources Agency
Marin City Drainage Gaging	Flood Protection Study	South Bay Pond Interim Management Plan
Marin County Flood Control and Water Conservation District	City of Santa Rosa	Cargill Salt
O'Connor Pump Station Improvement Feasibility Study	2017 Storm Damage Repairs Project	
City of East Palo Alto	City of Livermore	
Stormwater Master Plan	Napa River LOMR (Oakville)	
City of Mountain View	Napa County Public Works	
Alameda Point Storm Drain Review	Emergency Flood Control Strategy	
Alameda Point Partners, LLC	City of Livermore	
Half Moon Bay Stormwater Master Plan & Kehoe Ditch Hydraulic Analysis	Livermore Airport Flood Protection Planning	
City of Half Moon Bay	City of Livermore	
	Dam Break Analyses and Inundation Mapping for Little	

Benjamin L. Shick, PE Vice President



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

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

Selected Project Experience

Wastewater Systems

Lower Linda Mar
Rehabilitation and Repair
Project
City of Pacifica

2023 Sanitary Sewer
Rehabilitation Project
City of Belmont

Frontage Road Force Main
Replacement
City of Mill Valley

Basin C Sewer Rehabilitation
City of San Mateo

Basin E Sewer Rehabilitation
City of San Mateo

West Valley Logistics
Sanitary Sewer Pump Station
City of Fontana

El Camino Drive Sewer
Rehabilitation
Town of Corte Madera

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

2020 Sewer Repair and
Replacement Project

San Rafael Sanitary District

Sanitary Sewer Improvement
Project
City of Morgan Hill

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

2020 Sewer Rehabilitation
Project
Town of Corte Madera

Woodland Avenue Sewer
Improvements
San Rafael Sanitary District

2019 Sewer Repair Project
City of Mill Valley

El Camino Sewer
Rehabilitation
City of San Mateo

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

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

Education

BSCE, Montana State
University-Bozeman

MSCE, Montana State
University-Bozeman

Licenses

Registered Civil Engineer
California C68813

Affiliations

American Society of Civil
Engineers

Floodplain Management
Association

Software

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

East San Mateo Sanitary
Sewer Pump Station
City of San Mateo

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

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

Sanitary Sewer Lift Station
Rehabilitation Design
City of San Mateo

Wastewater Pump Stations
Assessment
Delta Diablo

Sanitary Sewer Rehabilitation
and Replacement
Rehabilitation Projects
City of Belmont

Exhibit A

Resumes

Sanitary Sewer Rehabilitation Project City of San Mateo	El Camino Real Sanitary Sewer Improvement Project BRE Properties, Inc./City of Santa Clara	City of Belmont
Force Main Appurtenance Projects Ross Valley Sanitary District	Kingridge Sanitary Sewer Improvement Project City of San Mateo	Livermore Flood Damage Assistance City of Livermore
On-Call Mechanical Engineering Services for Stormwater Pump Stations City of Alameda	Alameda Sanitary Sewer Pump Station Assessment City of Alameda	Grass Valley Culvert Rehabilitation and Replacement Colantuono, Highsmith & Whatley, PC
Sewer and Pump Station Maintenance Services City of Half Moon Bay	E. Garrison Sanitary Sewer Pump Station and Sewer Main Replacement Marina Coast Water District	Mechanical Engineering Services City of Alameda
Pump Station Improvements Project City of Oakland	Calabazas Creek Sewer Siphon Design City of Santa Clara (2009)	Cove Stormwater Pump Station and Collection System Evaluation Marin County
Northside & Rabello Sanitary Sewer Pump Station Bypass & Meter Relocation City of Santa Clara	<u>Stormwater Planning and Design</u> Laurel Ave Storm Drain Improvement Project City of Larkspur	Woodside Storm Drain Rehabilitation, Phase I and II Town of Woodside
Sanitary Sewer Pump Station Evaluation and Design Town of Hillsborough	2022 Storm Drain Improvements Town of Corte Madera	16th Avenue Storm Drain Study City of San Mateo
Sanitary Sewer Pump Station Evaluation Ross Valley Sanitary District	Large Full Trash Capture Device Project City of Hayward	Sears Point Stormwater Pump Station Design Ducks Unlimited
Pump Station Review and Recommendations Sewer Authority Mid-Coastside	Storm Drain Pump Station Assessment City of Larkspur	Ageno-Brisa Storm Drain Design City of Livermore
Cabrillo Avenue Sewer Main Abandonment and Replacement City of Santa Clara	MCSTOPP Full Trash Capture Device Project City of San Rafael	Design for Replacement of Pump Station Hatches City of Belmont
Citywide Sanitary Sewer Pump Station Rehabilitation City of Fontana	Old County Road Storm Drain Improvements City of Belmont	Ukiah Storm Drain Maintenance and Rehabilitation Study City of Ukiah
Rehabilitation Design of 32 Sanitary Sewer Pump Station City of Alameda	NEI Stormwater Pump Station Design City of Tracy	Kingridge Storm Drain Rehabilitation City of San Mateo
Mariner's Island #5 and #6 Pump Station Replacement City of San Mateo	Storm Drain Pump Station Improvements City of Alameda	Storm Drain Rehabilitation Design City of Belmont
Sanitary Sewer Pump Station Evaluation City of Santa Clara	Los Gamos Storm Drain Alternatives City of San Rafael	Stormwater Master Plan City of Los Altos
Citywide Sanitary Sewer Pump Station Study City of San Mateo	Storm Drain Rehabilitation Design	El Charro Specific Plan City of Livermore
		Storm Drain Improvement Design City of Belmont



Timothy E. Elliott, S.E.

Senior Project Manager



Mr. Elliott is a Professional Structural Engineer with twenty-six years of experience in Structural Engineering analysis, design, and construction, and he has experience in a wide range of projects utilizing various building materials and systems. He has extensive experience with a variety of finite element and other structural analysis computer programs. Mr. Elliott also has experience in 3-D dynamic response spectrum analysis and design of buildings, bridges, and other structures.

Mr. Elliott has completed hundreds of projects in his twenty-six year career, across many different project types including new buildings and building additions for industrial, commercial, residential and institutional use; water, waste water and storm water facilities (pump station and well facilities, water storage tanks, etc.); vehicular and pedestrian bridges; civil infrastructure facilities (culverts, channels, retaining walls, custom junction structures and manholes, etc.); anchorage of equipment and evaluation/retrofit of existing structures.

Registration California No. C63260 & S4946

Education M.S. Civil Engineering, University of Delaware, Newark, DE, 1999
B.S. Civil Engineering, University of Delaware, Newark, DE, 1997

Selected Experience

- Dry Creek & Del Mesa Pump Stations, Monterey County, CA (In Progress)
- Red Fox Creek Vehicular Bridge, Santa Clara County, CA (In Progress)
- Well 8 Pump Station, Discovery Bay, CA (In Construction)
- Mariposa SDPS, Stockton, CA (In Construction)
- South Lakeside Well Pump Station, Counsman, CA (In Construction)
- McCandless Well Facility, Milpitas, CA (In Construction)
- Castlewood Cart Bridge, Castlewood CC, Pleasanton, CA
- San Pablo Creek Culvert Repair Project, Orinda, CA
- San Clemente Pump Station Repairs, Corte Madera, CA
- Groundwater Well at WTP, Yuba City, CA
- Magee Ranch Vehicular Bridge, Danville, CA
- Iron Horse Trail Pedestrian Bridge over Murrieta Blvd., Livermore, CA
- Airpark and Sanchez SDPS, Stockton, CA
- North, South, and Recycled Water Pump Stations, Montebello, CA
- Del Rio Well 70 and Replacement Well 229, Modesto, CA
- Farmers Lane Wells 4-1 and 4-2 and Emergency Well 7, Santa Rosa, CA
- Vast Oak North Pedestrian and Vehicular Bridges, Rohnert Park, CA
- Napa Logistics Park Phase 2 Vehicular Bridge, American Canyon, CA
- Tracy Hills Pump Station, Tracy, CA
- Sanitary Sewer Pump Station Assessments and Upgrades, Alameda, CA
- Tassajara Hills and Wallis Ranch, Three Vehicular Bridges, Dublin, CA
- North Tank 11 & PS and West Tank 12 & PS, Modesto, CA



Jeffrey A. Finn, S.E.

Principal Engineer



Mr. Finn is a Professional Structural Engineer with thirty-eight years of Structural Engineering experience. Mr. Finn's expertise extends over a wide spectrum of project types, including:

- Industrial facilities including water/wastewater treatment plants and pump stations, flood control/drainage structures, power generation plants and distribution systems, and cryogenic gas pads and systems;
- Transportation structures including new road and pedestrian bridges;
- Seismic evaluations and retrofits of all types of structures;
- Commercial, residential and industrial buildings;
- High-tech cleanrooms, utility support systems, and seismic bracing of equipment;
- Healthcare and school facilities.

Mr. Finn manages a team of highly qualified engineers and drafters. Mr. Finn and his team utilize state-of-the-art design and analysis software, customized spreadsheets and continuously upgraded computer systems to complete projects quickly and accurately. But while speed and accuracy are important, Mr. Finn emphasizes quality and client satisfaction as his top priorities. Mr. Finn has an excellent understanding of the Structural Engineer's role in a project and excels in a Design Team environment. His exceptional communication skills and the knowledge he has gained from his extensive experience allow him to be a valued member of the Design Team.

Registration California No. C43928 & S3672
 Additional State PE Registrations: Arizona, Colorado, Florida, Hawaii, Idaho, Nevada, New Mexico, Oregon, Texas, Utah, Washington, and others plus NCEES Model Law Structural Engineer

Education M.E. (Civil), Structural Emphasis Cornell University, Ithaca, NY, 1986
 B.S. Civil and Environ. Engineering, Cornell University, Ithaca, NY, 1985

Professional Affiliations American Society of Civil Engineers (ASCE)
 International Code Council (ICC)
 South Bay Engineers Club (Past President)

Selected Experience Tassajara Road Vehicular Bridge, Dublin, CA
 Newcastle Road & North Little Johns Creek SDPS, Stockton, CA
 14-Mile Slough Pump Station Upgrades, Stockton, CA
 American Canyon Road Bridge Widening, American Canyon, CA
 Newell and Shenandoah Drive Bridges, American Canyon, CA
 Dublin Ranch Golf Cart Bridge, Dublin, CA
 Port Royal Ave Dock Rehabilitation, Foster City, CA
 DSRSD Turnout 5 & Pump Station, Dublin, CA
 Bridgeway Lakes II Water Tank & Pump Station, Sacramento, CA
 Bernal Road Bridge Evaluation & Retrofit, Pleasanton, CA

Exhibit A



Jessamyn Lett, CRLA

Roach&Campbell

Landscape Architect

CA Registered Landscape Architect #6555

Rescape Qualified Professional

Certified Permaculture Designer

Education: 2012, BS, Landscape Architecture
Minor in Sustainability in the Built Environment.
University of California, Davis

Affiliations: ASLA Sierra Chapter, Past-president, ex-com member '17-present, Chair of the Diversity in Landscape Architecture committee and Climate Action committee.

Jessie creates harmonious spaces that fulfill a range of needs, support human interaction, and encourage connection with the environment. Jessie's work is rooted in natural spaces as a human experience and within ecological contexts.

She believes all projects are founded in strong communication and works closely with clients, stakeholders, and project teams to foster this communication. This belief is manifested through clear, robust, communicative plans, specifications, exhibits, and renderings.

Utilizing her passion, expertise, and over a decade of expertise, she designs at all scales, from regional parks and open space master plans to small scale retrofits.

Nov 2022 - present
Apr 2017 - Oct 2022
May 2013 - Apr 2017
July 2012 - Spt 2014

Landscape Architect, Roach + Campbell
Landscape Architect, HELIX EPI
Landscape Designer, Brent Cottong + Associates
Landscape Designer, Middlebrook Gardens

selected experience

Arbor Ranch Specific Plan Area Developments | Elk Grove, California Design of a series of developments within one Specific Plan Area with a focus on streetscapes and common areas. This work highlights consistent community theming using design language, monumentation, and plant palette. It also facilitates pedestrian connectivity, integrates open space design and development. This project balances the client needs, City requirements, District requirements, and Specific Plan Area requirements.

Alameda Marina Wharf Promenade | Alameda, California Develop a waterfront trail across multiple developments including industrial to commercial conversation and multifamily housing. Project includes overall signing approach, public art siting, and a retrofit of an existing wharf into accessible public promenade.

Marysville Master Planning | Marysville, California This series of projects started with development of the Citywide Park and Open Space Master Plan*. This provided a vision for the small but growing community of Marysville, developed in partnership with the Community and City staff resulting in lasting relationships. We went on to apply for six grants with the City for park improvement projects. Through a combination of grants and other funding, we have developed a Master Plan for Ellis Lake, a retrofit of a 32-acre park and lake and the centerpiece of the City; Gavin Park*, a tree-house themed playground; template for alternative transportation improvements in the historic downtown; and the Cotton Rosser statue, recognizing a local rodeo star.

District56 Nature Area | Elk Grove, California. This approximately 30-acre park and open space area is a community hub as the south part of Elk Grove's Civic Center. The design combines active recreation, historic significance, and natural processes, transitioning from the more formal great lawn, custom playground, picnic areas, and workout station over a 4-acre pond created as part of the project and through the restored oak woodland and historic pistachio orchard. This integrates educational opportunities with recreation through overt elements such as an outdoor classroom and signage and subtle integration such as the frog lifecycle integrated into the playground touch wall.*

Pardi Market Plaza | Dixon, California Convert gravel parking lot into vibrant community plaza in the center of downtown. Included a bandstand and event lawn, sound wall, shaded parking lot, picnic areas, and permeable pavers which retain all water onsite. Conceptual design and public outreach, phasing plan, and two phases of construction documents. *

Old Depot Bike Park | County of El Dorado, California Conceptual design, public outreach, and construction documents for a bike park including pump track, jumps, and skills area. Includes nature play area, picnic plaza, and restroom. *

Forebay Park | Pollock Pines, County of El Dorado, California. Master planning, for significant improvements at Forebay Park including adding a universal playground, bike pump track, dog park, and disc golf. *

Riolo Vineyards Glen Willow Park and Sageview Park | County of Placer, California. Design of two parks in the Riolo Vineyards subdivision. Glen Willow Park is a community park with baseball, soccer, and lacrosse fields, agricultural themed play equipment, central plaza, and native demonstration garden. Sageview Park is linear neighborhood park with play equipment, multi use trails, and bird watching platform. *

*work completed under previous employment

Exhibit A



David Campbell CRLA, CLIA, LEED® AP
Roach&Campbell

Principal Landscape Architect
CA Registered Landscape Architect #5044
Certified Landscape Irrigation Auditor #6629

Education: 2002, BS, Landscape Architecture, Department of Environmental Design at the University of California at Davis

Affiliations: U.S. Green Building Council, Northern California Chapter, past Board Member; American Society of Landscape Architects Sierra Chapter past President; California EPA Watersense Partner

David combines a practical sensibility and technical expertise with a desire to introduce form and function in spaces for people and nature. Integrating natural processes and human experience is a key motivator. His work includes green infrastructure, planning and design for alternative and multi-modal transportation, parks and recreational amenities, and community theming and design.

David successfully leads community outreach for diverse and often challenged projects by combining honest and empathetic communication with straightforward explanation of issues and practical solutions.

Aug 2016 - present
Feb 2012 - July 2016
Jul. 2002 - Jan. 2012

Principal Landscape Architect, Roach + Campbell
Assoc. Landscape Architect, Siegfried Engineering
Assoc. Landscape Architect, The HLA Group

selected experience

Williamson Parcels | Rancho Cordova, California Public Outreach and Community Participation for two parcels totaling 1.8 acres, gifted to the Cordova Recreation and Park District (CRPD) by a local family with a long agricultural history. Absent programmed funding for construction or maintenance, the project required a community-based process to coalesce a vision that addresses local community needs and incorporates partner organizations. This consensus-building positions the project favorably for grant funding, and will ultimately help address long-term community issues such as lack of access to fresh food. The CRPD Board of Directors recognized this project as a model for community outreach on all future projects.

Davies Park | Folsom, California This 4-acre expansion of an existing 14 acre community park provides new softball and multi-use fields, increases parking, integrates stormwater management, and updates existing electrical infrastructure to comply with new Title 24 and electric vehicle charging requirements. Design is currently in progress.

Kennedy Grove Playground Replacement | East Bay Regional Park District, El Sobrante Renovation of an existing play area, including new equipment, accessibility improvements, and drainage, within this popular Recreation Area managed by East Bay Regional Park District.

Sierra Oaks Park | Sacramento California Accessibility and usability improvements to an existing joint-use facility within the Mission Oaks Park and Recreation District.

Wildcat Canyon Regional Park | East Bay Regional Park District, Richmond Trail improvements, restroom, and amenities in an archaeologically and historically significant area.

Mills Canyon Open Space | Burlingame, California Mapping, site analysis, and technical expertise related to open space and natural surface trails to guide renovations to existing trails and amenities within a 33.5 acre open space in Burlingame.

Econome Family Park | Folsom, California Master Planning and detailed design for the City of Folsom's first new Community Park in more than 10 years. This \$8.2-million-dollar facility includes a full size synthetic lighted competition field, lighted natural turf practice field, walking paths, two play areas, group picnic areas, parking lot, and other amenities.*

Harry Crabb Park Phase II | Roseville, California \$3.4m, 14-acre build-out including full-size natural turf field, two softball fields, basketball courts, tennis courts, group picnic areas, and custom 2,400sf interactive splashpad.*

Huckleberry and Sibley Trail and Trailhead Improvements | East Bay Regional Park District, Oakland Analyzed existing conditions and designed improvements to natural surface trails in protected areas, added new restroom, parking lot, and other amenities at trailhead. *

*work completed under previous employment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Maurice Thornton PHONE (A/C, No, Ext): 510-272-1476 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
INSURED Ruggeri-Jensen-Azar 4690 Chabot Drive, Suite 200 Pleasanton CA 94588-2747	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's, London</td> <td>32727</td> </tr> <tr> <td>INSURER D: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: The Travelers Indemnity Company of Connecticut	25682	INSURER C: Underwriters at Lloyd's, London	32727	INSURER D: Arch Insurance Company	11150	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Casualty Company of America	25674														
INSURER B: The Travelers Indemnity Company of Connecticut	25682														
INSURER C: Underwriters at Lloyd's, London	32727														
INSURER D: Arch Insurance Company	11150														
INSURER E:															
INSURER F:															

 License#: 6003745
 RUGGERI-02

COVERAGES

CERTIFICATE NUMBER: 102878437

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6802J195036	6/19/2024	6/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R565397	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP9B546956	6/19/2024	6/19/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB3J886238	6/19/2024	6/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C	Professional Liability Cyber Liability			PAAEP0168500 ESM0339980960	6/19/2024 6/19/2024	6/19/2025 6/19/2025	Per Claim \$2,000,000 Aggregate Limit \$2,000,000 \$1,000,000 Per Claim & Aggregate Limit

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

The following policies are included in the underlying schedule of insurance for Umbrella/Excess Liability: General Liability/Auto Liability/Employer's Liability.
 RE: Alameda Civil Engineering On Call --

The City of Alameda, City, its City Council, boards, commissions, officials, employees, agents and volunteers are named as Additional Insured for General and Automobile Liability as required by written contract. General and Auto Liability Insurance is Primary and Non-Contributory and a Cross Liability Clause applies per policy form. A Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Alameda Public Works Department 950 West Mall Square #110 Alameda CA 94501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"> M. Thornton </p>
---	---

POLICY NUMBER 6802J195036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 6802J195036

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 non-contributory 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. Premium 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 mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the 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.

occupational therapist or occupational 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.
3. 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, x-ray 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**:

7. 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 waive 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
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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 | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

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

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 – COVERED 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.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS 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 LIABILITY 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 LIABILITY 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 COVERAGE – INDEMNITY BASIS

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

(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 **SECTION 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 COVERAGE**:

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 CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

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

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., Concealment, 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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB3J886238

**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 _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____