

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 1<sup>st</sup> day of July 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and EDesignC, Inc., a California corporation whose address is 212 9<sup>th</sup> St. Ste. 203, Oakland, CA. 94607 (“**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call mechanical engineering services. City staff issued an RFP on March 17, 2025 and after a submittal period of 16 days received ten timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17<sup>th</sup>, 2025.
- E. The City and Provider desire to enter into an agreement for on-call mechanical 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 the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

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

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

#### **3. COMPENSATION TO PROVIDER:**

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be

according to the fee schedule as set forth in Exhibit A 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 A.

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.

\_\_\_\_\_  
RL  
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: Mike Billington, Facilities Manager  
Ph: (510) 747-7952 / mbillington@alamedaca.gov

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

EDesignC, Inc.  
582 Market Street, Suite 400  
San Francisco, CA 94104  
ATTENTION: Rosanna Lerma, President  
Ph: (415) 963-4303

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.

EDesignC, Inc.  
a California corporation



Rosanna Lerma, PE, LEED AP  
President

CITY OF ALAMEDA  
a municipal corporation

Jennifer Ott  
City Manager



Stephen Howarter, PE  
Secretary

RECOMMENDED FOR APPROVAL

Signed by:



325158B82737491...

Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:



765A251320B18464...

Len Aslanian  
Assistant City Attorney

# PROPOSAL

FOR THE

CITY OF ALAMEDA

ON-CALL MECHANICAL ENGINEERING SERVICES



## SUBMITTED TO:

Chandni Patel

Facilities Project Manager

CITY OF ALAMEDA PUBLIC WORKS

P: (510) 747-7978

E: [cpatel@alamedaca.gov](mailto:cpatel@alamedaca.gov)

## SUBMITTED BY:

Rosanna Lerma, PE, LEED AP

Principal

EDESIGNC, INC.

O: (415) 963-4303 x100

E: [rosanna@edesignc.com](mailto:rosanna@edesignc.com)

April 7, 2025



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# SECTION A

## DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

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# SECTION A.1

# COVER LETTER EXHIBIT A FIRM PROFILE



SUBMITTAL DATE: APRIL 7, 2025

PROJECT TITLE: CITY OF ALAMEDA  
ON-CALL MECHANICAL ENGINEERING SERVICES

SUBMITTED TO: Chandni Patel, Facilities Project Manager  
City of Alameda Public Works  
P: (510) 747-7978

SUBMITTED VIA: cpatel@alamedaca.gov

## SUBMISSION DETAIL

EDesignC, Inc. is pleased to submit this Proposal to provide MECHANICAL ENGINEERING SERVICES for CITY OF ALAMEDA. We prepared our submission based on review of the Request for Proposal "RFP." As of the date of this submission, EDesignC personnel have viewed the County of Alameda contracting opportunities webpage and have found no published Addenda for this RFP.

EDesignC is submitting a proposal in response to RFP for City of Alameda's On-Call ELECTRICAL Engineering Services as well. In addition, EDesignC has been included as a subconsultant for the City of Alameda's On-Call ARCHITECTURAL Services.

## FIRM OVERVIEW

EDesignC is a minority/woman-owned, multi-discipline engineering firm established in 2008, with three offices throughout the Bay Area, and is a certified by several agencies as a Small Business Enterprise (SBE), City of Alameda, Cert # #10-00271.

The firm is led by Principals Rosanna Lerma, PE, LEED AP, as a Licensed Electrical Engineer, with 35 years of experience in the A/E industry, and Stephen Howarter, PE, a licensed Electrical Engineer, with 20 years of experience leading multi-discipline, integrated teams.

EDesignC currently holds on-call contracts with the County of Alameda and City of Oakland providing MEP Engineering Services.

## PROPOSED SERVICE

### MECHANICAL

Engineering Services

## MARKETING CONTACTS

### PRIMARY CONTACT

Rosanna Lerma, PE, LEED AP  
PRINCIPAL

P: (415) 963-4303 x100

E: rosanna@edesignc.com

### SUBMISSION CONTACT

Debbie Graham  
EDesignC Marketing Lead  
C: (916) 346-6362  
E: marketing@edesignc.com

## FIRM INFORMATION

Established 2008  
Sixteen (16) Years in Business  
Three (3) Bay Area Branch Offices

## PROJECT OFFICE

### OAKLAND OFFICE

Established 2010  
212 9th Street, Suite 203  
Oakland, CA 94607  
(510) 433-0913

## SCOPE OF SERVICES

Mechanical/Plumbing  
Electrical | Low Voltage  
Telecommunications Security  
Access/Controls  
Fire Alarm/Fire Protection

## FIRM IDENTIFIERS

Federal ID #26-2921452  
California Corporation  
DGS SBE(Micro) #1033607  
County of Alameda SLEB #10-00271



SECTION A.2

TEAM ORGANIZATION

Exhibit A



**Rosanna Lerma** will be **PRINCIPAL-IN-CHARGE** and will provide **QUALITY ASSURANCE AND CONTROL**. Rosanna has led the firm to work with multi-project, work/task order contracts for nearly two dozen contracts. Rosanna is based in the San Francisco.



**PROJECT MANAGER** and **Primary Point-Of-Contact** will be **Aubrey Butte**, MEP Designer. Her growing Project Management portfolio includes a versatile combination of community-centered projects. Aubrey is based in Oakland.



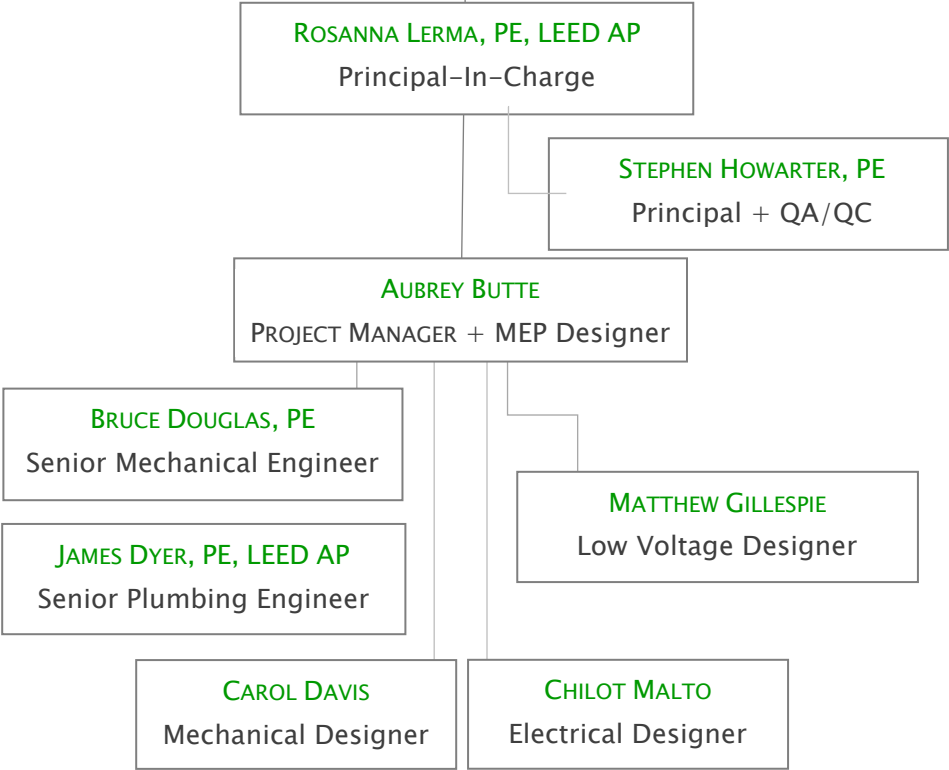
**Bruce Douglas, PE**, will be **primary SENIOR MECHANICAL ENGINEER**, He performs Energy Analysis, HVAC, Plumbing, Fire/Life Safety designs. He is based in the Oakland office.



**Jim Dyer, PE, LEED AP**, is **SENIOR PLUMBING ENGINEER**, performing HVAC and plumbing designs. He is based out of the Oakland office.



**Carol Davis** IS A **MECHANICAL DESIGNER**. She is the BMI/CAD Manager working in conjunction with Project Manager and licensed PE's to produce high caliber design materials. Carol is based in the San Francisco office.



| STAFF BREAKDOWN                       |
|---------------------------------------|
| Twelve (12) Staff Members             |
| Two (2) Licensed Mechanical Engineers |
| Two (2) Licensed Electrical Engineers |
| Two (2) LEED Accredited Professionals |
| Eight (8) technical personnel         |
| Four (4) Administrative personnel     |

| OFFICE LOCATIONS  |
|---|
| <b>OAKLAND OFFICE</b><br>Established 2010<br>212 9th Street, Suite 203<br>Oakland, CA 94607<br>P: (510) 433-0913                |
| <b>SAN FRANCISCO OFFICE</b><br>Established 2008<br>582 Market Street, Suite 400<br>San Francisco, CA 94104<br>P: (415) 963-4303 |
| <b>PLEASANT HILL</b><br>Established 2012<br>91 Gregory Lane, Suite 3<br>Pleasant Hill, CA 94523<br>P: (925) 587-9779            |

## SECTION A.3

## PROJECT TEAM RESUMES



### ROSANNA LERMA, PE, LEED AP

#### PRINCIPAL-IN-CHARGE

Rosanna has led the firm working with some of the Bay Area's most leading public agencies and developers at the forefront of the Bay Area's housing development.

Rosanna has built a resume and reputation of 30+ years of commitment to sustainability design and professional community involvement. She is a recipient of industry awards and is a distinguished speaker, with notable engagements, such as the "GETTING TO ZERO" Forum in New York in October 2021.

Rosanna founded EDesignC with a heartfelt commitment to community service and the forward movement of functional, service-oriented, and user-beneficial building systems. She has been a contributor for many LEED projects and brings a vision to integrate efficiency with practicality and innovation. Rosanna's leadership style cultivates a collective endeavor to produce high caliber design products.

#### REPRESENTATIVE EXPERIENCE

- Alameda-Contra Costa Transit District (MEP); Oakland and Hayward
- Alameda Courthouse HVAC Unit Replacement; Alameda
- Independence Plaza Senior Housing Lobby Upgrades; Alameda
- SFO Consolidate Administration Center, Design/Build New Construction
- City of Oakland Retirement Benefit Office Renovation
- City of Palo Alto Multiple Floor Tenant Improvements
- City of Palo Alto Substation Security Lighting
- County of Marin Health and Human Services Tenant Improvements; San Rafael
- County of Marin Showcase Theater, HVAC Upgrades and Improvements; San Rafael
- County of Marin, Garage Fleet EV Charging Stations
- County of Marin, Showcase Theater HVAC Replacement
- Downtown Oakland Senior Center Renovations and Upgrades; Oakland
- Curry Senior Center Renovations and Upgrades; Oakland
- Lincoln Rec Center Renovation and Expansion; Oakland
- WETA Ron Cowan Central Bay Operations and Maintenance Facility, New Construction

### ROSANNA LERMA, PE, LEED AP

CA Electrical Engineer #E15977  
35 Years | 16 With Firm  
San Francisco Office

#### EDUCATION

B.S. in Electrical Engineering,  
University of the Pacific

#### REGISTRATION

California Electrical #E15977  
NV #017252 | HI #13690-E

#### CERTIFICATIONS

US Green Building Council, LEED  
Accredited Professional

#### PROFESSIONAL AFFILIATIONS

BAAQMD Advisory Council  
2009-2010

IEEE: Power & Energy Society  
various positions 2004 -present  
Oakland East Bay Section various  
positions 1999 -present



SECTION A.3

PROJECT TEAM RESUMES

Exhibit A



AUBREY BUTTE  
PROJECT MANAGER  
MEP DESIGN ENGINEER

Aubrey is a graduate of San Francisco State University. She has four years of experience in the built industry. Aubrey has a passion for community service and a commitment to the development of housing accessibility in the Bay Area working with low-income housing community organizations. Her primary role at EDesignC is designing and managing projects including upgrading much needed building renovations and new building development.

AUBREY BUTTE

Seven (7) Years | Six (6) With Firm  
Oakland Office

EDUCATION

Bachelor of Science  
Mechanical Engineering  
San Francisco State University

CERTIFICATIONS

COSE Showcase Honorable Mention  
Science Achievement Award  
Community Service Award

Aubrey’s growing Project Manager portfolio consists of a mix of multi-residential projects, both new and modernizations, as well as a range of commercial, education and community projects. Her approach to Project Management includes clear, open communication in order to resource project goals and needs at every aspect of project progression.

REPRESENTATIVE PROJECTS

- Berkeley USD Longfellow Middle School Modernization (Lease/Leaseback)
- SFUSD Washington HS Theater renovation, FUSD; Fremont
- Lincoln Rec Center (PM) – Community Rec center; Oakland
- East Bay Municipal Utilities District, Multiple application projects; Oakland
- 1535 Jackson St, Low-Income housing (PM); San Francisco
- 2422 5<sup>th</sup> St, Low-Income housing (PM) Berkeley
- Palmilia by the Bay- new mixed-use & two building, multi-family high rise; SF (PM)
- Harrison Tower – multi-family, high rise; Oakland
- Bernal Dwellings, multifamily complex resident services office; San Francisco
- Bernal Dwellings, multi-family apartment complex; San Francisco
- CCDC Bayside/Consortia/Tower Hotel, multiple sites affordable housing upgrades (in CA)
- 2400 Filbert, new mixed-use, multi-family housing; Oakland
- 1313 Galindo Terrace – new construction of multi-family housing; Concord
- Cedars Studio Apartments – multi-family housing, conversions; Campbell
- Sequoia Hotel – Hotel conversion to affordable housing high rise; Sacramento
- Mission Inn – hotel turned affordable housing, upgrades; San Francisco
- Mayfair – El Cerrito new apartment building (PM)
- ASJ Dojo small commercial space upgrades; San Jose (PM)



**BRUCE DOUGLAS, PE**  
**SENIOR MECHANICAL / SUSTAINABILITY ENGINEER**  
Bruce performs Energy Analysis, HVAC, Plumbing, Fire Protection designs and Commissioning for various industries, both public and private sector. He has focused on design strategies for improved ventilation and has experience balancing function, comfort, maintenance, constructability and architectural concerns surrounding HVAC systems.

Bruce has completed the year-long PG&E Pacific Energy Center Existing Building Commissioning (PEC EBCx) course, an intensive practicum on the commissioning process and tools. Bruce brings a systems-thinking approach to optimizing the feasible level of sustainable design on projects, with thorough evaluation of potential technologies. He has focused on design strategies for improved ventilation in residential units both affordable and market rate, and has experience balancing function, comfort, maintenance, constructability and architectural concerns surrounding HVAC systems. Also, he has promoted and designed forward thinking domestic hot water system designs, emphasizing water conservation with an eye towards Net Zero Energy.

**BRUCE DOUGLAS, PE**  
CA Mechanical #M25957  
30+ Years |Ten (10) With firm  
**EDUCATION**  
Bachelor of Science, Mechanical Engineering; University of Michigan  
**PROFESSIONAL AFFILIATIONS**  
US Green Building Council, Corporate Member

REPRESENTATIVE PROJECTS

- Solano Community College District; HVAC Improvements & Upgrades Vacaville/Vallejo
- County of Marin Health and Human Services Tenant Improvement; San Rafael
- Oakland USD Central Kitchen, Instructional Farm, and Education Center; Oakland
- Oakland USD Fremont High School, Transformation Project; Oakland
- Ohlone Community College Utilities Master Plan, Fremont
- Ohlone Community College Data Center Relocation, Fremont
- Coliseum Place; Oakland, CA – New, MEP/Net Zero
- Palmilla By The Bay; San Francisco, CA -- New, MEP/Net Zero
- Casa Adelante @ 2828 16<sup>TH</sup> Street; San Francisco, CA – New, MEP/LV
- The Laurette; Berkeley, CA -- New/Rehab, MEP
- St. Paul Terrace; San Francisco, CA – Renov, MEP/LV
- Holly courts, SFHA/MOH/RAD, San Francisco – Rehab, MEP
- Hunters Point East West, SFHA/MOH/RAD, San Francisco – Rehab, MEP
- Satellite Five, Five (5) Properties (SAHA), Oakland – Rehab, MEP
- Project Pride SRO Housing (SAHA); San Francisco, CA -- Rehab, MEP

## SECTION A.3

## PROJECT TEAM RESUMES

### Exhibit A



**JAMES A. DYER, PE, LEED AP** 

#### SENIOR PLUMBING ENGINEER

Jim has 30 years of experience as a Mechanical Engineer in California performing HVAC and plumbing designs for multi-family residential, commercial, institutional, retail, health care and governmental projects. Jim provides Mechanical and Plumbing design support on the project.

Jim has designed solar thermal systems that help facilities with high heating loads offset energy usage. He is an AutoCAD expert (including customization) and proficient in Revit, HVAC 3D modeling, Trace and EnergyPro as well as experience with EQuest. He is also skilled in public speaking, training and technical writing. Jim has designed solar thermal systems that help facilities with high heating loads offset energy usage. He is an AutoCAD expert (including customization) and proficient in Revit, HVAC 3D modeling, Trace and EnergyPro as well as experience with EQuest.

#### Jim Dyer, PE, LEED AP

##### Registration

CA Mechanical Engineer #25378  
30+ Years | 11 With Firm

##### Education

B.S. in Mechanical Engineering,  
California State University at  
Sacramento

##### Certifications

US Green Building Council, LEED  
Accredited Professional  
Plumbing Design, certification

#### REPRESENTATIVE EXPERIENCE

- Solano Community College District; HVAC Improvements and Upgrade, Vacaville/Vallejo
- City of Palo Alto, City Hall Tenant Improvement and Remodel; Palo Alto
- City of Oakland Retirement Benefit Office Tenant Improvement; Oakland
- Marin County Showcase Theater, HVAC Upgrades and Improvements; San Rafael
- Alameda-Contra Costa Transit District, Weatherization Repairs; Oakland/Hayward
- Tri-Delta Transit, Upgrades and Modernization; Walnut Creek
- Hunter's Point Community Facilities Demonstration Project; San Francisco
- Big Break Visitor's Center at the Delta; Oakley
- Woodland Community College; Upgrade and Modernization; Woodland
- Woodland Public Library; 745.5 Square One Makerspace; Woodland
- Ohlone Community College, Utilities Master Plan; Fremont
- Casa Adelante, 2828 16<sup>th</sup> Street, New Construction; San Francisco
- Edwin M. Lee Apts.; San Francisco
- Valley Oaks Homes, New Construction; Sonoma
- Cambrian Center, Renovation; San Jose
- Ping Yuen Center & Ping Yuen North, Renovation; San Francisco
- Bethany Center Senior Housing, Renovation; San Francisco
- Holly Courts SFHA/MOH/RAD Phase I
- Hunter's Point East West SFHA/MOH/RAD Phase I

## SECTION A.3

## PROJECT TEAM RESUMES



### CAROL DAVIS

#### MECHANICAL DESIGNER + BMI/CAD MANAGER

Carol's background includes R&D and prototype design of fiber optic sensor systems for a variety of applications including gyroscopes for satellites and military aircraft, intrusion sensors, microphones, structural stress sensing, as well as fiber optic technologies and sonar systems for naval applications. U.S. Patent awarded for a Fiber Optic Rotary Joint.

Carol's experience includes HVAC and plumbing systems for a variety of community projects, including project management of BETHANY CENTER SENIOR HOUSING. RENOVATION' RUTH'S TABLE, as well as childcare project sites, such as the renovation OF LA PETITE PLAYHOUSE.



### STEPHEN HOWARTER, PE

#### PRINCIPAL + QUALITY ASSURANCE AND CONTROL

Stephen is Principal-In-Charge for all educational environment contracts, from K-12 to Higher Education, as well as community learning facilities. He leads a variety of multi-discipline combination teams in service to over a dozen Northern California school districts. From Principal-In-Charge to hands-on, Stephen's portfolio includes a wide-range of services, from renovation to new construction. Stephen has been a contributor to LEED certified projects at every level and brings a balance of practicality and innovation.

### REPRESENTATIVE PROJECTS

- Independence Plaza Senior Housing Lobby Upgrades; Alameda
- Contra Costa County Public Works, Multiple Fire Stations, New Construction, Renovations
- San Francisco Public Works, Multiple Fire Stations, New Construction, Renovations, and Upgrades
- San Francisco Public Utilities Commission, Multiple Projects
- San Francisco Unified School District, Multiple Consecutive On-Call Contracts 2013-Present
- Oakland USD Fremont High School, Transformation Project; Oakland
- Oakland USD Central Kitchen, Instructional Farm, and Education Center; Oakland

### CAROL DAVIS

Nine (9) Years | Seven (7) With firm  
Pleasant Hill Office

#### EDUCATION

B.S. Mechanical Engineering  
University of California, Berkeley

UC Berkeley Extension  
Certificate in HVAC Design

#### TECHNICAL SKILLS

AutoCAD, SolidWorks,  
Printrbot Jr.,  
Makerbot Replicator  
DeltaMaker 3D printers

### STEPHEN HOWARTER, PE

CA Electrical Engineer #E18568  
20 years | 16 With firm  
Pleasant Hill Office

#### EDUCATION

B.S. in Electrical Engineering (Power),  
California Polytechnic State University,  
Pomona

#### PROFESSIONAL AFFILIATIONS

IEEE: Oakland East Bay Power & Energy  
Society Officer  
2008 to 2013

NFPA Member, Fire Alarm System  
US Green Building Council

### DEPTH OF TECHNICAL SERVICES

EDesignC is committed to building an organization that represents the communities we service in all its multi-dimensional populace demographics. Our staff is made up of a culturally diverse group of professionals that bring a range of complimentary perspectives to design, incorporating years of progressive experience with advanced, state-of-the-art components.

TECHNICAL RESOURCES: EDesignC utilizes the delivery process of integrated design early in the process to ensure the systems are reviewed and selected to meet the schedule, budget and project goals for comfort and aesthetics. The schematic phase is critical in determining the parameters and reviewing the practical system solutions. Quality control and value engineering can be leveraged early in the process. The main focus is determining first cost vs long term operations and maintenance for the systems selected. This type of analysis in schematic allows us to work towards a realistic budget which will limit the 'VE' process. Many times, quality is compromised during the VE process which is why we strive to address the issues early in design stage so decisions can be made. It also allows us to identify items that can be priced as alternates where budgeting has some flexibility.

EDesignC staff are proficient with BIM, CAD, Revit, and other design and code compliance software. Current designs in construction reflect our ability to handle projects and the unforeseen conditions that are encountered. Understanding the need to be on site regularly and to respond to RFI and submittal reviews in a timely manner is what sets our team apart from others. We work with the Architect/Owner, their stakeholders and team to resolve the issues quickly with the least impact to the project budget and schedule.



AC Transit



Oakland Mobile Library



Ron Cowan M&amp;O



Dublin Sheriff's Department



Fremont HS, Oakland USD

### UNDERSTANDING OF MAJOR ISSUES

Owner stakeholders need to be interviewed at the beginning of the project to understand how the proposed work will impact operations of at any potential project sites. The key components need to be identified early and discussed regularly with the design team so that the contract documents can highlight these items to the contractor. Once a contractor is added to the team, the design team needs to confirm their understanding of the scope and how the work will impact operations. Regular check-ins between Owner, Design Team, and Contractor will result in the major issues becoming non-issues.

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### MULTIPLE PROJECT CONTRACT APPROACH

Our team has extensive experience delivering services for multi-project, multi-site, and task-driven projects of varying scopes range from minor to complex. Each staff member contributes to the firm's common mode of operation working with personnel and environments at multiple locations with various projects and tasks at each individual site. Our firm has in place an in-house comprehensive project approach template which has been and continues to grow and improve through direct project experience with multi-project contracts. Our developed project approach is then specifically tailored to include and address the outlined needs of each project. This includes discipline specific cost estimating with long term cost for maintenance and operations, that leverages vendor budget numbers with experience on labor multipliers; weekly project status meetings to coordinate upcoming activities for project goals and milestones.

Our team will tailor our standard approach that has been perfected through extensive experience with multi-building properties developed for community use. We will develop a Basis of Design (BOD) document that outlines the requirements of the project with proposed solutions to upgrade the mechanical, electrical and structural systems throughout each project property, and implementing changes and upgrades.

EDesignC will work with the team to bring high performing building systems that balance the budget and the program needs with long-term cost for maintenance and operations. Our team will meet weekly as a group to discuss the project and coordinate the disciplines required and how they are interconnected. Having an integrated MEP and structural team allows for collaboration and synergy.

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### PROJECT SCHEDULING

Compliance with performance schedules is tied to a good working team that can provide the milestones to meet the performance schedules. Developing practical schedules and having key stakeholders make decisions in a timely manner allow us to meet the deadlines. Our team has implemented milestones that are critical path to meeting the final schedules. Our past performance is rooted in doing what it takes when curve balls are thrown.



As a collaborative, we are set up with the capacity to accomplish the work in required time. As noted in previous performance schedule information early planning allows for adjustments to staffing on a project and priorities for the staff. In addition, our team has partnering associates to tap for additional resources and specialties to round out the capacity available for projects. The invoicing for the project is provided monthly with required back up timesheets and agreed to invoicing schedule based on the deliverables and milestones.

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### **CONSTRUCTION ADMINISTRATION**

#### **QUALITY ASSURANCE AND QUALITY CONTROL**

EDesignC works with Construction Administration in mind from the point of project kick-off, with a strong QA/QC process to minimize RFIs and change orders. We begin by establishing clear lines of communication for a seamless understanding of the needs and desires for the project. We then cultivate a steady process of project status meetings and check-ins with all stakeholders to ensure design in progress as desired and expected.

#### **PROCESSING OF CONSTRUCTION ADMIN ITEMS**

We know that inquiries during construction are necessary and expected to ensure accurate implementation of design. With cost value and expediency in mind, the firm has a tried and perfected system to process "CA" items in a timely and comprehensive manner. Our team provides strong and clear documentation of the extent of work to limit questions or ambiguities from the contractor and subcontractors.

#### **PERSONAL, HANDS-ON RESOLUTION**

For example, RFIs should include a suggested solution with RFI responses returned in three working days, and review of submittals completed in 10 working days. Early review of submittals covers proposed materials for the project that have long lead times. Bringing these items to the attention of the team incorporates them into the construction schedule with ample time to secure and implement them.

When issues arise, an in-person site visit early on ensures that any questions or concerns are answered timely. Often, reviewing the design intent with an on-site meeting avoids stop-gaps and enables a project to keep moving forward.

#### **ATTENTION TO COST EFFICIENCY**

If an unforeseen condition is found and a change order is required, controlling the cost is key to a successful project. Our reviews provide comments on credits, which enhance a project and ensure that a fair and equitable accounting is tracked.



### MULTI-DISCIPLINE DESIGN

Successful projects are more than the sum of their parts. EDesignC by its definition is an *Engineering Design Collaborative* and our engineers understand that each design decision affects another. Working in conjunction with other team firms, Owner's consultants, Architect's consultant, and other stakeholders at every level is a part of our mission. It is our goal to produce the highest caliber products in collaboration with other disciplines firms, General Contractors and all development and building permitting agencies.

TEAM COMMUNICATION: Open and consistent communication with the entire design team, both in-house and subconsultants is a prior for the project continuity, to ensure that each discipline is alignment with the project goals, milestones, schedule and budget, as well as the Client's expressed needs.

Internal work sessions to review equipment that needs power, equipment weights to structural to ensure mounting and supports are coordinated, plumbing items that may need power or access. These work sessions allow easy discussion on the requirements.

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### ADJOINING PROJECTS

For the City of Alameda, simultaneous adjacent projects are expected. It is important to identify the extent of work area and boundaries of each of the projects early in the process. Communicating early and often with the adjacent project team to understand sequencing and how each of the projects affect the other is key. The team need to work together to ensure that new work is not disturbed by the adjacent project.

A clear scope of work needs to be identified for every project to ensure timely execution of parallel projects. Systems cutovers and down time need to be closely executed to minimize undoing work or excessive system down times. In some cases, provisions for future connections can be developed in collaboration with the adjoining projects to simplify the project implementation.

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### QUALITY ASSURANCE AND CONTROL

PROJECT KICK-OFF: Our most successful projects integrate practical innovations not only in design, but in the sequencing of the work, as well as the establishment of good communication and planning throughout the process. Early communication with stakeholders, decision making process and budgeting priorities allows for all parties involved to buy-in to the project goals and objectives.

CLIENT COMMUNICATION: Our Project Manager will maintain daily open communication with Client/Owner Representatives, providing regular updates on project status via conference calls and regular check-in calls; as well as team members for every project, identifying subtask goals, defining priorities, and forging clear paths.

IN-HOUSE COMMUNICATION: The coordination for the EDesignC project team members is reviewed weekly at the staff meeting and our internal three-week look ahead schedule to ensure that deliverables have



adequate staff to meet the deadlines. The weekly meeting also ensures we can pull in support staff if issues or challenges come up. The benefit of a small firm is that our team is very tight-knit and works as a well-balanced, complimentary unit, each contributing unique, significant attributes that combined provide cohesive designs and comprehensive service.

PROJECT PROGRESSION: Project status, updates and communications are shared and reviewed team-wide at our weekly meeting project/staff meeting that welcomes additional insight. Project scheduling is a priority of this meeting to ensure all milestones and deadline are calendared and projects are progress on-schedule. A more in-depth project review double-checks that the project is within budget.

| Quality Assurance  | Quality Control   |
|--|---|
| Provides planned system of review and spot-check by senior staff | Provides complete 100% check of documents, plans, etc.  |
| One-step review process before each submittal                    | Detailed process for each submittal with multiple steps |
| Occurs after QC is complete, but before submission               | Occurs throughout the life of the project               |
| QA review frequency is per the Quality Management Plan (QMP)     | QC review occurs on all projects and submittals         |

CONTRACT DOCUMENTS

Developing a tight set of contract documents is key to minimizing the construction RFI and change orders. Our team works closely with the team to define the scope of work and maintain a rough order of cost to ensure the scope and budget align. Owner project requirements are established early on to ensure all aspects of a project are incorporated.

Schematic phase provides a basis of design and scope of work narrative that has enough detail to get preliminary pricing. Once that is reviewed with owner we move to Design development phase. Here we detail the routing, clearances and fine tune initial load calculations to see how the changes are incorporated to the existing systems. Another round of pricing is provided to make sure budget is maintained. Review with owner and key trade staff to see if any concerns or questions. Once DD is signed off, we move to detailed construction drawings and specifications. The BICE approval process is started at the 95% level set to allow for final details and response to comments before issuing the bid set.

As work at some project sites may take place at occupied facilities, the project documents will contain information on proposed sequence of construction to ensure cutovers and construction material access is considered for contractor pricing.



# SECTION B

## ORGANIZATION QUALIFICATIONS

B.1.....ON-CALL EXPERIENCE

B.2.....ON-CALL WORK EXAMPLES

a. .... SAN FRANCISCO UNIFIED SCHOOL DISTRICT

b. .... SOLANO COMMUNITY COLLEGE DISTRICT



MULTIPLE PROJECT CONTRACT APPROACH

Our team has extensive experience delivering services for multi-project, multi-site, and task-driven projects of varying scopes ranging from minor to complex. Each staff member contributes to the firm’s common mode of operation working with personnel and environments at multiple locations with various projects and tasks at each individual site.

PUBLIC SECTOR CLIENTELE

- |                                  |   |
|----------------------------------|---|
| 1. AC Transit District           | 10. East Bay Regional Park District           |
| 2. City of Oakland Public Works  | 11. San Francisco Fire Department/SFO         |
| 3. City of Palo Alto             | 12. San Francisco Public Works                |
| 4. City/County of San Francisco  | 13. San Francisco Public Utilities Commission |
| 5. Contra Costa Public Works     | 14. San Francisco Housing Authority           |
| 6. County of Alameda             | 15. Santa Clara Housing Authority             |
| 7. County of Marin Public Works  | 16. Treasure Island Development Authority     |
| 8. County of Monterey            | 17. Town of Moraga                            |
| 9. County of Sonoma Water Agency | 18. Water Emergency Transportation Authority  |

CURRENT ON-CALL CONTRACTS

EDesignC has provide services for a dozen on-call services contracts, both in the role of prime and as sub consultant. Through these project experiences, EDesignC has developed a system for managing multi-site, multi-project contracts.

- |   |                                 |
|---|---------------------------------|
| 1. Contra Costa County, (2) Prime.....            | Elec & Mech, Separate 2024–2029 |
| 2. County of Alameda On-Call, Prime.....          | MEP 2024–2027                   |
| 3. San Francisco USD, (3) Prime .....             | MEP/FP/LV/TC 2013–2024          |
| 4. Marin CCD, Prime.....                          | MEP/Fire Alarm 2022–2025        |
| 5. City of Scotts Valley, Prime.....              | MEP 2022–2025                   |
| 6. Sacramento City USD, Prime .....               | Electrical/LV 2023–2028         |
| 7. San Francisco Public Works, Sub .....          | Electrical 2014–2025            |
| 8. San Francisco Public Works, Sub .....          | Mechanical 2020–2025            |
| 9. County of Monterey, Sub .....                  | Historic 2019–2025              |
| 10. Treasure Island Development Agency, Sub ..... | MEP 2019–2025                   |
| 11. City of Oakland, Sub .....                    | MEP/Low Voltage 2022–2026       |
| 12. San Francisco Public Works, Sub .....         | Waterproofing 2021–2026         |

**SECTION B:****WORK EXAMPLE**

# SAN FRANCISCO UNIFIED SCHOOL DISTRICT

**BUSHNELL  
ATHLETIC CENTER**



**TENDERLOIN  
COMMUNITY SCHOOL**



**DIANE FEINSTEIN  
ELEMENTARY SCHOOL**



## MASTER AGREEMENTS FOR ENGINEERING SERVICES

EDesignC has provided a full range of engineering disciplines and services to SFUSD through consecutive On-Call Master Agreements since 2013 and on-going. In addition to services as Prime Contractor, EDesignC has provided SFUSD a variety of project support through our partnerships with Gelfand Partners Architects and Studio Perez Architects.

Project sites have included DISTRICT ADMINISTRATIVE OFFICES, DEPARTMENT OF TECHNOLOGY and over 40 school sites. Project types have included New Construction, Renovation, Upgrade and Modernization, Study and Assessment, Access and Security, and Seismic Retrofit.

School Sites, a partial listing:

- Chinese Education Center
- Chinese Immersion School at De Avila
- Downtown Continuation High School
- Fairmount Elementary School
- Herbert Hoover Middle School
- James Denman Middle School
- James Lick Middle School
- Kate Kennedy Children's Center
- Lafayette Elementary School
- Lake Shore Elementary School
- Lawton Alternative School
- Leola M. Havard Early Education School
- Lowell High School
- Nourse Theater (Formerly Titled)
- Raoul Wallenberg Traditional High School
- Rooftop Elementary School
- Starr King Elementary School
- Student Nutritional Services, Gates
- Tenderloin Community ES
- Thomas Edison Charter Academy
- Tule Elk Park Child Development Center
- West Portal Elementary School

## SAN FRANCISCO USD

### MASTER AGREEMENTS

2013-2016  
2018-2019  
2019-2024

### Disciplines

Mechanical, Electrical, Plumbing  
Telecommunications  
Fire Protection/Fire Alarm  
Access Control and Security

### Project Sizes

48.5K to 240.2K SqFt

### Project Costs

Ranging from \$40k to \$12M

**Service Dates:** 2013 - On-going

### OWNER CONTACT

Mr. Simon H. Reyes  
District Architect  
Facilities, Design and  
Construction Department  
SAN FRANCISCO  
UNIFIED SCHOOL DISTRICT  
P: (415) 241-4311  
E: reyes@sfusd.edu

# SOLANO COMMUNITY COLLEGE DISTRICT



VALLEJO CENTER



VACAVILLE CENTER



## HVAC IMPROVEMENTS AND UPGRADES VACAVILLE AND VALLEJO CAMPUSES

EDesignC provided mechanical investigation, design and construction administration services related to improvements and upgrades of the HVAC systems at the Vacaville and Vallejo Center buildings as part of the Measure Q Bond program for the Solano Community College District; conducting site investigations, assessment and evaluation of the existing HVAC systems to confirm feasibility of proposed preliminary approaches, and provided recommendations report advising the District on methods to modify, improve, or replace HVAC systems for each time horizon being assessed to assist the District to fully understand the operational impacts from proposed solutions.

The projects at both the Vallejo and Vacaville Centers consisted of removal of the oversized, partially-functional water-source heat pump, rooftop indoor units and replaced with standard air conditioning/hydronic heating units. The design included correcting design/construction issues, such as short-circuiting air flow, thermostats installed in supply air stream.

Construction at the Vallejo Center was completed in August 2017 with a construction cost of \$2 million. The Vacaville Center construction began in May 2018 and completed in August 2018 with a estimated cost of \$2M.

### SOLANO CCD

#### Disciplines

Mechanical/Electrical

#### Project Type

Higher Education

Significant Dates

May 2016 to 2018

#### VALLEJO CENTER

Construction Total \$2M

Completion Date: August 2017

#### VACAVILLE CENTER

Construction Total \$2M

Completion Date: August 2018

#### Project Team

Stephen Howarter, PE – PIC

Jim Dyer, PE, LEED AP – PM

Rosanna Lerma, PE, LEED AP –

QA/QC

#### CLIENT/OWNER REFERENCE

Lucky Lofton

Executive Bond Manager

SOLANO COMMUNITY  
COLLEGE DISTRICT

P: (707) 863-7855

E: lucky.lofton@solano.edu





# SECTION C

## REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

### C.1. ....CLIENT REFERENCES

### C.2. ....WORK EXAMPLES

i) ..... LINCOLN REC CENTER

ii) ..... FRANCISCO PARK

iii) .... OAKLAND UNIFIED SCHOOL DISTRICT

iv) .... CITY HALL PROJECTS

**SECTION A.3:**

**CLIENT REFERENCES**



Mr. Simon H. Reyes  
District Architect  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
Facilities, Design and Construction Department  
P: (415) 241-4311  
E: [reyess@sfusd.edu](mailto:reyess@sfusd.edu)

---

Chris Richard  
Project Manager  
GHD GROUP  
P: (415) 283.4970  
E: [chris.richards@ghd.com](mailto:chris.richards@ghd.com)

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Lisa Gelfand, FAIA  
Principal  
GELFAND PARTNERS ARCHITECTS  
P: (415) 346.4040  
E: [lisa@gelfand-partners.com](mailto:lisa@gelfand-partners.com)

---

Daniel Perez, AIA, LEED AP BD+C  
PRINCIPAL  
STUDIO PEREZ ARCHITECTURE  
P: (415) 503.0329 | E: [dperez@studioperez.com](mailto:dperez@studioperez.com)

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Richard Lee Parker, AIA, LEED AP  
Principal  
450 ARCHITECTS  
P: (415) 546.0450  
E: [richard@450architects.com](mailto:richard@450architects.com)

# LINCOLN SQUARE RECREATION CENTER



EDesignC provides MEP Engineering and Low Voltage Design for the new Lincoln Square Recreation Center, replacing the facility in the heart of Chinatown. The City of Oakland solicited teams to provide a sustainable revamp to the recreation hub in Downtown Oakland that is currently under construction.

The team met with multiple stakeholders including city staff and community members to evaluate the site and building, maintenance and operations, security, safety, and sustainability needs. California codes and City of Oakland standards and ordinances were researched to provide facility concepts. Utility connection points were coordinated with the civil engineers and the architect.

A Sustainability Strategy Implementation Plan provided updates to the HVAC, lighting, and plumbing systems to maximize energy conservation. Indoor Air quality improvements were emphasized in the wake of Covid. Photovoltaics as well as fuel cells and other renewable energy options were considered to offset building energy usage. EDesignC also prepared a commissioning plan for major systems and finalized LEED certification requirements.

The project accounts for diverse, city-wide use by current and future generations and incorporates accessibility and flexible spaces for community gathering, wellness and learning, and indoor/outdoor connection.

## LINCOLN REC CENTER

### DISCIPLINES

MEP / Low Voltage

### PROJECT SIZE

Facility: 22,221 SF

Site: 37,650 SF

### PROJECT COST

Est. Construction Cost: \$29.5M

Fee: \$110,000

### SIGNIFICANT DATES

Design Start: 2021

Complete: est. 4/2026

### PROJECT TEAM

Stephen Howarter – PIC

Aubrey Butte – PM

Rosanna Lerma – QA/QC

### CLIENT/ARCHITECT:

Alan Kawasaki, Principal

Shah Kawasaki Architects

P: (510) 379-2261

E: akawasaki@skarc.com

S H A H  
KAWASAKI  
ARCHITECTS

# SECTION C:

## WORK EXAMPLE FRANCISCO PARK



FRANCISCO PARK, is a public park in the Russian Hill neighborhood of San Francisco. The project objective of the FRANCISCO PARK CONSERVANCY, a nonprofit organization, was to change the existing Francisco Reservoir, with surrounding open space and public space to a cohesive, fully available, public park that harkens to Francisco Reservoir as an historic feature. The park has multiple spaces used for diverse types of activities, including overlook plazas, a dog run, children's playground, large and small lawns, historical exhibits, and natural, planted areas.

EDesignC provided Mechanical, Electrical, and Plumbing Engineering Services. The scope included building ventilation, new utility connections, meters, and plumbing including irrigation pump/infiltration building plumbing design and lighting and controls at the Bay Street Entry Plaza/Convenience Building, West Entry Plaza/Maintenance and Convenience Building; including nighttime lighting for Children's Playground nighttime, art and education component, pathways, and landscape accent night time lighting.

### FRANCISCO PARK



#### DISCIPLINES

Electrical + Plumbing Engineering

#### PROJECT VALUE

\$27.5MM

#### PROJECT SIZE

4.5 Acres

#### SERVICE DATES

Design Service Began 2017  
Construction Completed 2022

#### ARCHITECT CONTACT

Richard Parker, AIA, Principal  
450 Architects, Inc.  
P: 415.546.0450 x101  
E: [Richard@450architects.com](mailto:Richard@450architects.com)

*Photo Credit: Bruce Demonte*

## SECTION C:

## WORK EXAMPLE



# OAKLAND UNIFIED SCHOOL DISTRICT



Fremont HS



Central Kitchen



Laurel CDC

### ONGOING DISTRICT WORK

EDesignC has provided engineering design services to the OAKLAND UNIFIED SCHOOL DISTRICT for the past ten years. Scope of services have included MEP, Commissioning, Energy Efficiency, Low Voltage, and Fire Alarm and Sprinkler design and DSA.

#### CENTRAL KITCHEN, INSTRUCTIONAL FARM, AND EDUCATION CENTER

EDesignC provided MEP commissioning services for newly constructed 45,000 SF facility centralized kitchen and food distribution which serves as the site of the district-wide school food program network, and serves up to 35,000 student meals per day.



#### FREMONT HIGH SCHOOL TRANSFORMATION PROJECT

Through the district-wide school improvements endeavor, Fremont High School underwent an \$82 million renovation with new construction. EDesignC was brought onboard to provide Electrical, Low Voltage, and Fire Alarm services.



#### DISTRICT-WIDE ENERGY PROJECT

EDesignC was selected for OUSD's Prop 39 projects to improve energy efficiency for five school campuses to improve their energy consumption, ventilation, and occupant health.

#### LAUREL CHILDREN DEVELOPMENT CENTER

EDesignC provided electrical and fire alarm design services for the all-electric, new construction of the 10,200 sqft, single story pre-school at the existing Laurel Elementary School Site. The project is currently in construction and estimated completion is Winter 2023.

### OAKLAND USD

#### OUSD CONTRACTS

Central Kitchen 2015–2021  
Fremont High School 2016–2021  
Havenscourt CCPA 2015–2018  
Laurel 2016–2023  
Prop 39 2016–2019

#### Range of Project Budget

Range from \$48K to \$133.2M

#### Range of Project Sizes

Range from 10.8K to 10,329 SF

#### Project Team

Stephen Howarter, PE – PIC  
Rosanna Lerma, PE, LEED AP – QA/QC

#### OWNER CONTACT

Kenya Chatman  
Acting Director of Facilities  
OAKLAND UNIFIED SCHOOL DISTRICT  
P: (510) 535-7050  
M: (510) 500-5630  
[kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org)



*Palo Alto City Hall  
4th Floor Conference Room*



### OAKLAND RETIREMENT OFFICE SUITE, RENOVATION AND EXPANSION

EDesignC provided services to Studio Perez in support of an On-Call Architectural Services contract, including the renovation and expansion of the OAKLAND RETIREMENT OFFICE SUITE located on the 3<sup>rd</sup> Floor of 150 Frank H. Ogawa Plaza. The space had an area of approximately 2,300 square feet.

The suite was reconfigured to add a conference room, training room, private office, records storage and printing room. Existing lighting, mechanical system and fire sprinklers were modified to work with the new space layout. New flooring and paint finishes were utilized in the modernization of the suite. The permit drawings were completed by the end of 2015, but financing for the project extended the time for permitting, bidding and construction of the project.



### PALO ALTO CITY HALL, MEP SYSTEMS UPGRADE

EDesignC provided MEP design for improvement and upgrade of City Hall 4th and 5th floor HVAC system. The scope of service included power and lighting to identified spaces; low voltage work included telephone and data for offices; and Heating & Ventilation with controls.

EDesignC's team surveyed the existing conditions and analyzed the loads for HVAC, lighting and controls, receptacles for the new offices to meet Title 24 occupancy-controlled requirements. The team resolved temperature and acoustical issues in critical areas of the spaces and prepared construction documents, including permit drawings and title 24.

### OAKLAND RETIREMENT OFFICE

**Discipline:** Mechanical/Electrical

**Significant Dates:**

Consecutive Contracts: 2013–2021

Retirement Office: 2015 –2018

**CLIENT/ARCHITECT CONTACT**

Daniel Perez, AIA

LEED AP BD+C

STUDIO PEREZ ARCHITECTS

P: (415) 503.0329

E: [dperez@studioperez.com](mailto:dperez@studioperez.com)



### PALO ALTO CITY HALL

**DISCIPLINES:** MEP

**Construction Budget:** \$250K

**SERVICE DATES:** 2017

**PROJECT TEAM**

Rosanna Lerma, PE, LEED AP – PIC

Jim Dyer, PE, LEED AP – PM

Stephen Howarter, PE – QA/QC

**OWNER:/CLIENT**

Matt Raschke

CITY OF PALO ALTO

DEPARTMENT OF PUBLIC WORKS

P: (650) 329-2397

[Matt.Raschke@CityofPaloAlto.org](mailto:Matt.Raschke@CityofPaloAlto.org)





# SECTION D

## FIVE-YEAR BILLING RATE SCHEDULE

## Exhibit A

**D****FIVE-YEAR BILLING RATE SCHEDULE 2026 TO 2030****CITY OF ALAMEDA****ON-CALL MECHANICAL ENGINEERING SERVICE**

April 7, 2025

| LEVEL # | BILLING LEVEL                                    | 2026  | 2027  | 2028  | 2029  | 2030  |
|---------|--|-------|-------|-------|-------|-------|
| 1       | Principal Engineer                               | \$271 | \$284 | \$298 | \$312 | \$328 |
| 2       | Senior Engineer                                  | \$247 | \$260 | \$272 | \$286 | \$300 |
| 3       | Project Manager                                  | \$220 | \$231 | \$242 | \$254 | \$266 |
| 4       | Low Voltage/ Telecom/ Security Controls Designer | \$207 | \$217 | \$228 | \$239 | \$251 |
| 5       | Project Engineer                                 | \$197 | \$207 | \$217 | \$228 | \$239 |
| 6       | Revit Technician/CAD Designer                    | \$163 | \$172 | \$180 | \$189 | \$198 |
| 7       | Administrative/Technical Support                 | \$141 | \$148 | \$155 | \$163 | \$171 |

**EXPENSE FEE CHARGES**

Outside Reproduction = Cost plus 10%

Current Federal allowance per mile plus expenses

We require all payments 30 days from the invoice date. Payments not received by the due date shall bear interest at the rate of 10% per annum.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2025

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

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

| <b>PRODUCER</b><br>AssuredPartners Design Professionals Insurance Services, LLC<br>3697 Mt. Diablo Blvd, Suite 230<br>Lafayette CA 94549 | <b>CONTACT</b><br>NAME: Chris Romano<br>PHONE (A/C, No, Ext): 714-427-3489<br>FAX (A/C, No):<br>E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com  |                               |        |                                       |       |   |       |                                       |       |            |  |            |  |            |  |
|--|---|-------------------------------|--------|---------------------------------------|-------|---|-------|---------------------------------------|-------|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>EDesignC, Inc.<br>582 Market Street, Suite 400<br>San Francisco CA 94104   | <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: Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B: Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C: HARTFORD INSURANCE COMPANY</td> <td>38288</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Sentinel Insurance Company | 11000 | INSURER B: Aspen American Insurance Company | 43460 | INSURER C: HARTFORD INSURANCE COMPANY | 38288 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |                                       |       |   |       |                                       |       |            |  |            |  |            |  |
| INSURER A: Sentinel Insurance Company  | 11000   |                               |        |                                       |       |   |       |                                       |       |            |  |            |  |            |  |
| INSURER B: Aspen American Insurance Company  | 43460   |                               |        |                                       |       |   |       |                                       |       |            |  |            |  |            |  |
| INSURER C: HARTFORD INSURANCE COMPANY  | 38288   |                               |        |                                       |       |   |       |                                       |       |            |  |            |  |            |  |
| INSURER D:   |   |                               |        |                                       |       |   |       |                                       |       |            |  |            |  |            |  |
| INSURER E:   |   |                               |        |                                       |       |   |       |                                       |       |            |  |            |  |            |  |
| INSURER F:   |   |                               |        |                                       |       |   |       |                                       |       |            |  |            |  |            |  |

 License#: 6003745  
 EDESINC-02

## COVERAGES

CERTIFICATE NUMBER: 1999366989

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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br><input type="checkbox"/> Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | Y        | 57SBWVA1498   | 8/18/2024               | 8/18/2025               | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000<br>\$ |
| A        | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   | Y         | Y        | 57SBWVA1498   | 8/18/2024               | 8/18/2025               | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  | Y         | Y        | 57SBWVA1498   | 8/18/2024               | 8/18/2025               | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$3,000,000<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>Y  | Y        | 57WEGGF2912   | 8/18/2024               | 8/18/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                      |
| B        | Professional Liability   |           |          | AAAE100004-06 | 8/13/2024               | 8/18/2025               | Per Claim \$2,000,000<br>Aggregate Limit \$2,000,000  |

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

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. WC Member Excluded: Rosanna Lerma. The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.

**RE: Mechanical Engineering On-Call Services Agreement.**

The City of Alameda, its City Council, boards, commissions, officials, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

## SEVERABILITY OF INTERESTS

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 See Attached...

## CERTIFICATE HOLDER

## CANCELLATION 30 Day Notice of Cancellation

|  |  |
|--|--|
| City of Alameda<br>2263 Santa Clara Ave.<br>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><i>M. Chris Romano</i></p> |
|--|--|

Initial

LC

5/12/2025

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ADDITIONAL REMARKS SCHEDULE

|  |           |   |
|--|-----------|---|
| AGENCY<br>AssuredPartners Design Professionals Insurance Services, LLC |           | NAMED INSURED<br>EDesignC, Inc.<br>582 Market Street, Suite 400<br>San Francisco CA 94104 |
| POLICY NUMBER  |           |   |
| CARRIER  | NAIC CODE | EFFECTIVE DATE:   |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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.



Policy # 57SBWVA1498

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

## **ADDITIONAL INSURED PROVISIONS - CALIFORNIA**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

**A.** It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

**OPTIONAL ADDITIONAL INSURED COVERAGES;** and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

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

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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

→ **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

**BUSINESS LIABILITY COVERAGE FORM**

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

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

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

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

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

 **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**BUSINESS LIABILITY COVERAGE FORM**

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

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

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

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

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

### **2. Aggregate Limits**

The most we will pay for:

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

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

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

### **3. Each Occurrence Limit**

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

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

### **4. Personal And Advertising Injury Limit**

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

### **5. Damage To Premises Rented To You Limit**

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

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

### **6. How Limits Apply To Additional Insureds**

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

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

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

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

#### **a. Notice Of Occurrence Or Offense**

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

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

#### **b. Notice Of Claim**

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

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

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

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

## **BUSINESS LIABILITY COVERAGE FORM**

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

### **d. Obligations At The Insured's Own Cost**

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

### **e. Additional Insured's Other Insurance**

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

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

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

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

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

**BUSINESS LIABILITY COVERAGE FORM**

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This Paragraph **f.** applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b.** With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

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

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

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

**5. Separation Of Insureds**

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

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

**6. Representations****a. When You Accept This Policy**

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and

- (3)** We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

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

**7. Other Insurance**

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

**a. Primary Insurance**

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

**b. Excess Insurance**

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

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

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

**(3) Tenant Liability**

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

**(4) Aircraft, Auto Or Watercraft**

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

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

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

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

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

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

That is other insurance available to an additional insured.

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

**(a) Primary Insurance When Required By Contract**

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

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

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

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

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

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

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

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

**c. Method Of Sharing**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us****a. Transfer Of Rights Of Recovery**

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

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

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



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

## HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

#### A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

#### B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

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- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".
4. With respect to this coverage, the following additional exclusions apply:
- a. **Fellow employee**
- Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
- b. **Care, custody or control**
- Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:
- The following are "insureds":
- a. You.
- b. Your "employee" while using with your permission:
- (1) An "auto" you hire or borrow; or
  - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
  - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
- (1) The owner or anyone else from whom you hire or borrow an "auto".
  - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
  - (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

#### 1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E. The following definitions are added:

#### G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
  - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
  - b. Customer's "auto" that is in your care, custody or control for service.



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

## **WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS**

**Policy Number:** 57WEGGF2912

**Endorsement Number:**

**Effective Date:** 08/18/2024

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

**Named Insured and Address:** EDesignC, Inc.  
582 Market Street, Suite 400  
San Francisco, CA 94104

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

**D. We Will Also Pay of Part One** (WORKERS' COMPENSATION INSURANCE); and

**E. We Will Also Pay of Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

#### **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

**C. Transfer Of Your Rights and Duties of Part 6** (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### **VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE**

#### 5. Voluntary Compensation Insurance

##### **A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### **B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### **C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### **D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### **F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

### **EMPLOYERS' LIABILITY STOP GAP COVERAGE**

#### **6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

|                                      |                                       |
|--------------------------------------|---------------------------------------|
| <b>Bodily Injury<br/>by Accident</b> | <b><u>\$500,000 Each Accident</u></b> |
| <b>Bodily Injury<br/>by Disease</b>  | <b><u>\$500,000 Policy Limit</u></b>  |
| <b>Bodily Injury<br/>by Disease</b>  | <b><u>\$500,000 Each Employee</u></b> |

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

##### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

### SECTION III

#### 1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

CA

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

A handwritten signature in black ink, reading "M. Chris Romano". The signature is written in a cursive style with a large, stylized "M" and "R".

Countersigned by \_\_\_\_\_

Authorized Representative