

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2026 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **WOODARD & CURRAN, INC.**, a Maine corporation, whose address is **2175 NORTH CALIFORNIA BOULEVARD, SUITE 810, WALNUT CREEK, CALIFORNIA 94596** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: update of its 2015 Sewer Master Plan. City staff selected the Provider on a sole source because the Provider prepared the City's 2015 Sewer Master Plan and developed the hydraulic model, asset prioritization methodology, and associated technical databases that continue to serve as the foundation for the City's sewer planning program. The existing hydraulic model is proprietary to the modeling platform and has been maintained by Provider since its original development.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on July 21, 2026
- E. The City and Provider desire to enter into an agreement for update of its 2015 Sewer Master Plan, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the 22nd day of July 2026, and shall terminate on the 30th day of June 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

b. The total compensation for this Agreement shall not exceed \$231,480.90, including a 5 % contingency. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

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

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

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


 Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

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

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions

or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. **REPORTS:**

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

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

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

16. **RECORDS:**

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

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

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

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

17. **NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested

from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

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

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

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

City of Alameda
Public Works Department
950 W. Mall Square, Suite 110
Alameda, CA 94501
ATTENTION: Erin Smith, Public Works Director
Ph: (510) 747-7900 / Email: esmith@alamedaca.gov

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

Woodard & Curran, Inc.
2175 North California Blvd, Suite 315
Walnut Creek, CA 94596
ATTENTION: Gisa Ju
Ph: (925) 627-4139 / Email: gju@woodardcurran.com

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

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

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws,

ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any negligent 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. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

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

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

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

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

e. In executing this Agreement, Contractor acknowledges and agrees that the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

28. REGISTRATION OF CONTRACTORS:

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

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

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

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

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

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

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

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

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

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

30. 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.

31. 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.

32. 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.

33. 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.

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

WOODARD & CURRAN, INC.
a Maine corporation

DocuSigned by:

Gisa Ju

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Gisa Ju

Vice President

CITY OF ALAMEDA
a municipal corporation

Gerry Beaudin
City Manager

David Remick

David Remick
Corporate Treasurer

RECOMMENDED FOR APPROVAL

Signed by:

Erin Smith

325158B32737491...

Erin Smith

Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

Len Aslanian

765D25F39B18464...

Len Aslanian

Assistant City Attorney

CITY OF ALAMEDA

SEWER MASTER PLAN UPDATE

SCOPE OF SERVICES

This exhibit describes the Consultant's proposed scope of services for preparing an update of the City of Alameda's Sewer Master Plan (Master Plan Update). The purpose of the Master Plan Update is to update the City's Capital Improvement Program (CIP) for the sanitary sewer system and document the basis for the program, and to ensure continued compliance with the requirements of the City's Consent Decree (CD) with the U.S. EPA and State regulatory agencies, as well as requirements under the Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems (GWDR). The CD also includes the East Bay Municipal Utility District (EBMUD) and the six other Satellite collection systems that comprise the EBMUD regional system. The Master Plan Update will build upon the plans and programs that the City already has in place for management of its sewer system assets.

The primary objectives of the Master Plan Update are to:

- Confirm that the system has adequate capacity to handle peak wet weather flows, as required under the GWDR Sewer System Management Plan (SSMP) requirements.
- Satisfy the sewer rehabilitation and replacement requirements of the CD and SSMP.
- Establish a firm basis for project priorities and budgets in the City's CIP.
- Estimate current flows in the system to document the City's compliance with the CD.

The City has developed a significant amount of data and tools to support this effort. These data and tools will be used to prepare the Master Plan Update, and include:

- A sewer system GIS that contains information on all manholes and pipes in the collection system, including diameters, lengths, rim and invert elevations; and pipe material and year of construction for sewers rehabilitated or replaced since the late 1980s.
- A Granite.NET database and associated video and image files for sewer main closed-circuit television (CCTV) inspections.
- Sewer maintenance data contained in the City's Computerized Maintenance Management System (CMMS), Lucity.
- A hydraulic model of the existing sewer system in InfoWorks® ICM modeling software (maintained by the Consultant), developed for the previous Sewer Master Plan prepared in 2015.
- Information from condition assessments and improvement plans for the City's sewer pump stations, including required upgrades and priorities.

Sewer Master Plan Update Scope of Services**Exhibit A****Scope of Work**

The following tasks comprise Consultant's proposed scope of work for the Master Plan Update. Each task description also includes a list of anticipated deliverables for the task. All draft deliverables will be provided electronically unless indicated otherwise. City's comments on draft deliverables will be incorporated into the final Sewer Master Plan Update report.

Task 1 – Review Information and Confirm Basis of Planning

Subtask 1.1 – Compile and Review Existing Information. Consultant will compile and review existing information relevant to the Master Plan Update including the information noted above, as well as relevant CD reports and documents, flow monitoring data, and planning documents. Consultant will identify data needed from EBMUD (e.g., recent flow and rainfall monitoring data, EBMUD pump station flow data, etc.) or from other agencies and request City support for obtaining that information.

Subtask 1.2 – Kickoff Workshop. A kickoff meeting/workshop will be held to discuss the regulatory and legal requirements that impact the City's sewer system, the City's current and desired levels of service, and how the City is currently managing its assets and setting priorities for system improvements. The purpose of this workshop will be to confirm the basis of planning for the Master Plan Update and ensure consistency with other plans, programs, and regulatory mandates. Consultant will prepare a memorandum summarizing the results of the workshop, which will also serve as the Basis of Planning chapter of the Master Plan Update report.

Deliverables: Data request list; kickoff meeting agenda and minutes; Basis of Planning memorandum.

Task 2 – Flow Monitoring

The last flow monitoring program in the City's sewer system (other than meters installed on interceptors by EBMUD as part of modeling updates for the CD) was conducted in the 2010/11 wet weather season. This task will include developing a flow monitoring program during the 2026/27 wet weather season to obtain up-to-date information about flows in the City's sewer system, working with the flow monitoring contractor (contracted separately by City), and reviewing data.

Subtask 2.1 – Develop Flow Monitoring Plan. Consultant will review previous flow monitoring data available from the City and EBMUD, as well as potential flow monitoring sites identified in the Performance Evaluation Plan (PEP) prepared by EBMUD under the CD. Consultant will develop a flow monitoring plan designed to obtain data to calibrate the updated hydraulic model, as well as to support efforts to demonstrate the City's compliance with flow reductions required under the CD. Consultant anticipates repeating the same 9 interceptor tributary area (ITA) level metering sites monitored previously, plus identifying up to 6 additional sites within the City's collection system. A preliminary flow monitoring plan identifying the proposed sites (and alternate sites should the primary sites be found to be unsuitable) along with a schematic showing relative locations of the flow monitoring sites will be prepared for the City's review and approval. The City will coordinate with EBMUD to obtain approval for any proposed sites on EBMUD interceptor pipelines in Alameda.

Sewer Master Plan Update Scope of Services**Exhibit A**

Subtask 2.2 – Conduct Flow Monitoring. The City will contract directly with the flow monitoring contractor or use EBMUD's flow monitoring contract. After the City's review and approval of the flow-monitoring plan, Consultant will work with the City's flow monitoring contractor on metering and rain gauge locations, obtaining interim data for review, and reviewing final data. It is expected that the flow monitoring contractor will conduct a field reconnaissance of the flow monitoring sites to confirm the locations are appropriate for monitoring from the standpoint of hydraulic conditions, safety, and access; obtain necessary permits and submit traffic control plans as required by the City; install, calibrate and maintain the flow meters and rain gauges during the monitoring period; and remove the flow meters at the end of the monitoring period. The duration of monitoring will be determined jointly by City and Consultant and is expected to last a minimum of two months (likely during the December/January/February timeframe). Consultant will review the flow monitoring data during the flow monitoring period to check data quality and consistency. It is expected that the flow monitoring contractor will provide site reports and final electronic data files (15-minute data of flow depth, velocity, flowrate, and rainfall) at the conclusion of the monitoring. Analysis of the flow monitoring data to quantify infiltration/inflow (I/I) and develop design flows is an integral part of model calibration and system performance evaluation and will be conducted as part of Task 3.

Deliverables: Flow monitoring plan; Interim data review comments if necessary.

Task 3 – Update Hydraulic Model and Capacity Assessment

This task will update the existing InfoWorks ICM hydraulic model currently maintained by Consultant to include new sewers constructed since 2015 or updated in the current GIS; new parcels and loading from recent and anticipated future development, including proposed development and future sewer system for Alameda Point; and updates as needed to model flow factors based on recent flow monitoring data. The model will be used to assess system flows and capacity.

Subtask 3.1 – Update Model Network. Consultant will start the model development process by importing the City's sewer GIS data directly into an InfoWorks model database. Consultant will compare the imported network to the current model and determine best approach for developing the model for the Master Plan Update (updating the current model or developing a new model network from current GIS). If the latter approach is deemed more efficient, the current model would not be "abandoned" but will be used as a reference to verify and refine model data. The model will also be updated to reflect the latest pump station information as provided by the City.

Following the initial import of the GIS data, a QA/QC process called "model validation" will be used to verify the data before beginning model runs. This process includes checking network connectivity (using "tracing" routines in InfoWorks) and data completeness and reasonableness for apparent discrepancies (e.g., missing data, negative pipe slopes, outlet pipe invert elevations higher than inlet elevations, etc.). Missing or suspect data will be resolved through review of available record drawings (within reason, assumed not to exceed approximately 8 hours) or survey data provided by the City, requested field verification, or making reasonable inferences. The source of new or corrected data in the model will be documented directly in the model

Sewer Master Plan Update Scope of Services**Exhibit A**

database using InfoWorks “flags” and notes, so that this information can be provided back to the City for updating its GIS files. Where HDPE pipe is noted as the pipe material in GIS, or otherwise identified by the City, Consultant will assign the internal diameter to pipes in the model. Unless other information is readily available, consultant will assume SDR17 pipe for purposes of determining pipe wall thickness. Consultant will also discuss with the City whether or not lower ‘n’ values should be assigned to HDPE and/or PVC pipes, rather than the standard ‘n’ of 0.013 typically used for sewer master planning evaluations. In general, Consultant recommends that the standard value be used, as the roughness of these newer pipes may be reduced over time due to accumulation of a “slime layer” on the pipe wall.

Each parcel in the City will be considered a “subcatchment” in the model, with its existing and future wastewater load determined based on the work completed under Subtask 3.2. Using the City’s sewer service points GIS data, parcel loads will be assigned to the appropriate pipe in the model.

Subtask 3.2 – Update Existing and Future Model Loads. Consultant will use winter water use records provided by EBMUD as the primary source of data for developing existing parcel loads. Water use records will be geocoded by address to associate each water service account with a parcel in GIS. Winter water use will also be summarized by customer category/land use type to develop preliminary estimates of unit flow factors that can be applied to future parcel loads. Consultant will review available land use planning information available on the City’s website and/or through discussions with City planning staff in order to compile future land use information at the parcel level. Sources of information may include the City’s Housing Element, General Plan, planning documents for Alameda Point, etc.. The parcel-based land uses and flows developed in this subtask will be compiled in a GIS database for use in developing model loads.

Subtask 3.3 – Refine Model Calibration. Consultant will run the model for storm events monitored in the 2026/27 wet weather seasons and compare the model flows to data from flow monitors installed under Task 2. Consultant will update the model infiltration/inflow (I/I) factors if indicated based on the model calibration.

Subtask 3.4 – Update Capacity Assessment. Consultant will use the updated hydraulic model to identify potential capacity deficiencies, if any, based on the EBMUD 5-year design storm. Consultant will develop potential solutions to capacity deficiencies (e.g., upgrading existing pipes or pump stations, diverting flows to other sewers with available capacity) and whether those projects would be required for current or future development conditions or could potentially be eliminated by additional I/I reduction.

Subtask 3.5 – Review and Summarize Basin I/I Characteristics. Consultant will summarize basin I/I flow characteristics (wet weather peaking factors and/or peak RDI/I) for potential use as factors in prioritizing areas for sewer rehabilitation. Consultant will use the updated model (calibrated based on 2026/2027 flow monitoring data) to review whether noticeable RDI/I reduction has been achieved. This review will be based on calibrated RDI/I characteristics and design flows for the updated model as compared to the previous model (which was calibrated based on flow monitoring during the 2009/10 and 2010/11 wet weather seasons), as well as model runs for interim seasons with good wet weather flow monitoring data/response.

Sewer Master Plan Update Scope of Services**Exhibit A**

Consultant will also compare the predicted design storm flows from the model to predicted flows from EBMUD's interceptor modeling if that data is readily available from EBMUD.

Subtask 3.6 – Review Potential Impacts of Groundwater and Sea-Level Rise

Typically, groundwater infiltration in a sewer system model is treated simply as a constant flow based on comparison of model flows to flow monitoring data. Given the nature of Alameda as a low-lying island within the San Francisco Bay, it may be prudent to do additional review of the potential impact of groundwater on the system, including identifying areas most likely to be affected by groundwater infiltration as well as the potential impacts of higher groundwater levels due to sea-level rise. This optional subtask would include reviewing readily available reports and data that can be provided by the City related to groundwater levels and sea-level rise; identifying areas of the system expected to be most impacted by existing groundwater levels (based on known existing groundwater levels if available compared to sewer elevations); and identifying sewers that may be most susceptible to additional groundwater infiltration in the future due to sea-level rise. Results of the review will be discussed with the City.

Deliverables: Hydraulic model results exported to GIS; thematic maps and model hydraulic profiles showing capacity deficiencies (if any); descriptions of recommended capacity improvement projects (if any); maps and tables showing relative I/I contributions from sewer basins.

Task 4 – Update Risk Model for Prioritizing Sewers for Rehabilitation and Replacement

As part of the City's previous (2015) Sewer Master Plan, a risk model was developed to analyze CCTV and other relevant data in order to develop information to prioritize sewers for rehabilitation and replacement (R/R). The risk model, referred to as the "Pipe Rating Model" was based on the data and GIS tools available at the time. For this study, the Consultant will develop an updated risk model using available software such as AquaTwin Asset (Aquanuity) or Info360 Asset (Autodesk), although the basic methodology will be similar to that used for the previous Pipe Rating Model.

Subtask 4.1 – Update Risk Assessment Methodology and Criteria. The Consultant will work with City staff to update the process to assign risk scores to sewer pipes for purposes of prioritizing sewer R/R. The risk assessment will be based on a combination of Likelihood of Failure (LOF) based on CCTV inspection data, sewer age, and other relevant factors (e.g., pavement condition, maintenance history, etc.); and Consequence of Failure (COF) based on potential impacts on the environment (proximity to water bodies) and community (traffic, land uses, etc.). The risk assessment methodology will be designed to support the City's strategies for deciding which pipes should be rehabilitated or replaced, and will be focused on the identification of projects that will help prevent sanitary sewer overflows, reduce infiltration, correct severe structural defects in the system, and meet CD requirements.

Subtask 4.2 – Implement Risk Model and Develop Preliminary Risk Scores for Sewer Pipes.

The Consultant will use data in the City's GIS, CCTV inspection database, and available maintenance history information (locations of hot spots, previous SSOs, blockages, and point repairs) to develop LOF and COF scores for the risk model. The Consultant will also divide the sewer system into "mini-basins" for purposes of grouping pipes into potential sewer rehabilitation projects. The model will be used to calculate risk scores for each individual pipe

Sewer Master Plan Update Scope of Services**Exhibit A**

and weighted scores for each mini-basin. The Consultant will test the model and review the results at a workshop with City staff. Based on the preliminary model results and with input from City staff, Consultant may make minor modifications to the risk model as needed.

Deliverables: Maps and lists (GIS files and tabular data in MS Excel or MS Access format) of pipes showing condition ratings, risk scores, and R/R recommendations; risk model files if requested by City.

Task 5 – Develop Capital Improvement Program

Based on the results of Tasks 3 and 4, Consultant will develop a Capital Improvement Program (CIP) for recommended sewer system capacity improvements (if needed) and sewer R/R. Consultant will also incorporate information on pump station improvement needs as provided by the City. Costs for recommended sewer improvements will be based on City's historical costs for sewer pipeline construction and rehabilitation projects, as well as data from other similar agencies compiled by Consultant. Consultant will compare the estimated cost of the proposed CIP to the City's current sewer replacement rate and associated annual budgets.

Deliverables: Project descriptions, costs, and schedule for CIP (incorporated into Master Plan Update report).

Task 6 – Prepare Sewer Master Plan Update Report

Consultant will prepare a draft Sewer Master Plan Update report summarizing the results of the study and presenting the sewer system CIP. The report will also include appendices containing flow monitoring and modeling data and tabulation of sewer pipe condition ratings, risk scores, and R/R recommendations. City staff comments will be incorporated into the final report. The report will also include an Executive Summary suitable for inclusion in Council or management reports or submittals to regulatory agencies.

Deliverables: Electronic files of draft and final Sewer Master Plan Update report

Task 7 – Project Management and Coordination

Consultant will monitor project budget and schedule and communicate with the City on a regular basis through telephone, email, and meetings. The budget for this task assumes an approximate 15-month project duration and 5 progress meetings in addition to the kickoff meeting/workshop included under Task 1. Meetings will be held virtually, although occasional in-person meetings at Alameda's offices may be held if needed. Consultant will provide monthly progress reports summarizing work performed during the preceding month and planned for the following month, schedule and budget status, and key decisions and issues requiring resolution.

Deliverables: Monthly invoices and progress reports; meeting/teleconference agenda and minutes.

City of Alameda - Sewer Master Plan Update

Fee Estimate

Tasks	Labor (1)						Total Hours	Total Labor Costs (2)	Total Estimated Fee
	Project Manager	Technical Manager	Engineering Support	Engineering Support	Technical Review	Project Assistant			
	Gisa Ju	Cathy Greenman							
	Billing Classification>> 2026 Rates>>	SDL	STM	PE2	E2	STM	PA		
	\$375	\$370	\$315	\$250	\$370	\$160			
Task 1: Review Information & Confirm Basis of Planning									
1.1 - Compile & Review Existing Information	2	4	4	4			14	\$4,490	\$4,490
1.2 - Kickoff Workshop	4	4	2				10	\$3,610	\$3,610
Subtotal Task 1:	6	8	6	4	0	0	24	\$8,100	\$8,100
Task 2: Flow Monitoring									
2.1 - Develop Flow Monitoring Plan	2	4		8			14	\$4,230	\$4,230
2.2 - Conduct Flow Monitoring	2	4		16			22	\$6,408	\$6,408
Subtotal Task 2:	4	8	0	24	0	0	36	\$10,638	\$10,638
Task 3: Update Hydraulic Model & Capacity Assessment									
3.1 - Update Model Network	2	24		60			86	\$24,630	\$24,630
3.2 - Update Existing and Future Model Loads	4	16		40			60	\$17,420	\$17,420
3.3 - Update Model Calibration	4	24		48	4		80	\$24,548	\$24,548
3.4 - Update Capacity Assessment	4	16		16			36	\$11,752	\$11,752
3.5 - Review and Summarize Basin I/I Characteristics	8	16		24			48	\$15,352	\$15,352
3.6 - Review Potential Impacts of Groundwater/Sea-Level Rise	4	8		16	2		30	\$9,333	\$9,333
Subtotal Task 3:	26	104	0	204	6	0	340	\$103,035	\$103,035
Task 4: Update Risk Model for Prioritizing Sewers for R/R									
4.1 - Update Risk Assessment Methodology	8	2	24		2		36	\$12,040	\$12,040
4.2 - Implement Risk Model	8		40	60			108	\$31,468	\$31,468
Subtotal Task 4:	16	2	64	60	2	0	144	\$43,508	\$43,508
Task 5: Develop Capital Improvement Program									
Develop CIP	8	8	16	24			56	\$17,488	\$17,488
Subtotal Task 5:	8	8	16	24	0	0	56	\$17,488	\$17,488
Task 6: Prepare Sewer Master Plan Update Report									
Prepare Sewer Master Plan Update Report	8	16	16	40	4	4	88	\$26,828	\$26,828
Subtotal Task 6:	8	16	16	40	4	4	88	\$26,828	\$26,828
Task 7: Project Management & Coordination									
Project Management & Coordination	24	12	6		2	24	68	\$20,194	\$20,194
Subtotal Task 7:	24	12	6	0	2	24	68	\$20,194	\$20,194
TOTAL	92	158	108	356	14	28	756	\$229,791	\$229,791

1. Additional Woodard & Curran staff may perform work on the project, based on Woodard & Curran's standard rate schedule at the time the work is performed.
2. The individual hourly rates include salary, overhead and profit. 3% increase in billing rates assumed for work to be performed in 2027.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2026

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

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

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No): 770.756.6599														
INSURED Woodard & Curran, Inc. 12 Mountfort Street Portland, ME 04101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B : National Union Fire Ins Co of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Insurance Co</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : National Union Fire Ins Co of Pittsburg	19445	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Westchester Surplus Lines Insurance Co	10172	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 888239269**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	GL3960965	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CA4629109	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			G49656816001	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC13711874 (AOS) WC13711873 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Professional Liability incl. Pollution			AEH114135520	4/1/2026	4/1/2027	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Update 2015 Sewer Master Plan.
 The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. The above referenced liability policies are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

Initial

Lc

6/30/2026

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
 2263 Santa Clara, Ave.
 Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4629109
issued to Woodard & Curran, Inc.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. SIXTY (60)* days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state law(s).



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4629109
issued to Woodard & Curran, Inc.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is
amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4629109
issued to Woodard & Curran, Inc.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4629109
issued to Woodard & Curran, Inc.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026

forms a part of Policy No. 396-09-65

issued to WOODARD & CURRAN, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

POLICY NUMBER: GL3960965

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT .
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL3960965

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL3960965

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL3960965

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2026

forms a part of Policy No. WC WC13711874

Issued to: Woodard & Curran, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2026

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

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

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com														
INSURED Woodard & Curran, Inc. 12 Mountfort Street Portland, ME 04101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Insurance Co</td> <td>10172</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : National Union Fire Ins Co of Pittsburg	19445	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Westchester Surplus Lines Insurance Co	10172	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 888239269**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	GL3960965	4/1/2026	4/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CA4629109	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			G49656816001	4/1/2026	4/1/2027	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC13711874 (AOS) WC13711873 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Professional Liability incl. Pollution			AEH114135520	4/1/2026	4/1/2027	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Update 2015 Sewer Master Plan.

The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. The above referenced liability policies are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
 2263 Santa Clara, Ave.
 Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg B. Dechuk

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4629109
issued to Woodard & Curran, Inc.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. SIXTY (60)* days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state law(s).



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4629109
issued to Woodard & Curran, Inc.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4629109
issued to Woodard & Curran, Inc.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026
forms a part of Policy No. CA4629109
issued to Woodard & Curran, Inc.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

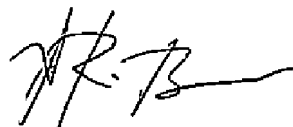
BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026

forms a part of Policy No. 396-09-65

issued to WOODARD & CURRAN, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

POLICY NUMBER: GL3960965

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT .
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL3960965

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL3960965

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL3960965

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2026 forms a part of Policy No. WC WC13711874

Issued to: Woodard & Curran, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by



Authorized Representative