

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of September 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **TAIT & ASSOCIATES**, a California corporation, whose address is **701 N. PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705** (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

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

B. The City is in need of the following services: The design/engineering and permitting the abandonment of three underground service tanks (UST) and their replacement with aboveground service tanks (AST) at the City’s Maintenance Service Center (MSC), and the excavation and replacement of a single UST at the Alameda Police Station. City staff issued an RFP on February 23, 2024 and after a submittal period of 24 days received One (1) of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Whereas, the City Council authorized the City Manager to execute this agreement on September 3, 2024

E. The City and Provider desire to enter into an agreement for the design/engineering and permitting the abandonment of three underground service tanks (UST) and their replacement with aboveground service tanks (AST) at the City’s Maintenance Service Center (MSC), and the excavation and replacement of a single UST at the Alameda Police Station upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the ____ day of September 2024, and shall terminate on the ____ day of September 2025 unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to one (1) additional year. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. 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. Compensation for this contract is \$171,750 with a ten percent contingency in the amount of \$17,175 for a total not to exceed \$188,925. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by

statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

10. INSURANCE:

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

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

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

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Provider Initials

b. **COVERAGE REQUIREMENTS:**

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

(1) Workers’ Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

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

or

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

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim

is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder,

shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

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. 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**").

b. 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.

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

17. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Zach Petit, Project Manager
Ph: (510) 747-7930 / Email: zpetit@alamedaca.gov

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

TAIT & Associates
701 N Parkcenter Drive
Santa Ana, CA 92705
ATTENTION: David Sloan / Director of Engineering
Ph: (714) 560-8200 / Email: dsloan@tait.com

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

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

18. SAFETY:

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

to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and

shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

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

30. CONTROLLING AGREEMENT:

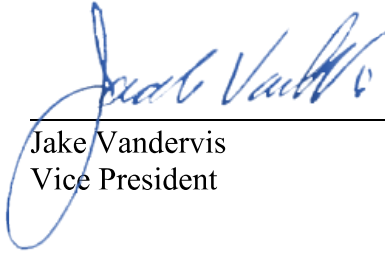
In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TAIT & ASSOCIATES
a California corporation

CITY OF ALAMEDA
a municipal corporation



Jake Vandervis
Vice President

Jennifer Ott
City Manager




Jason Jones
C.F.O.

RECOMMENDED FOR APPROVAL

Signed by:


Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


Len Aslanian
Assistant City Attorney



**PROPOSAL FOR:
 ENGINEERING, DESIGN, AND
 PERMITTING – UST CLOSURE
 PROJECTS AT MAINTENANCE
 SERVICE CENTER AND ALAMEDA
 POLICE DEPARTMENT
 CITY OF ALAMEDA**



March 20, 2024

Submitted By:

TAIT Environmental Services, Inc.
 Dennis Tweedy
 11280 Trade Center Drive,
 Rancho Cordova, CA 95742
 (209) 321-8628

Submitted To:

City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501
 Attn: Zach Petit





PROJECT PRICING

Proposal for Police Department:

PROPOSED SCOPE OF WORK

SURVEY SERVICES

TAIT will either perform or subcontract the following professional surveying services:

Task: Limited Topographic Design Survey

A limited topographic design survey will be performed with design data field verified and serve as a base for the engineering design.

- Topographic elevations will be plotted, paying particular attention to the information affecting drainage and critical join transitions.
- The surveyed area will be specific for the UST removal and proposed installation but does not include the entire parking field. Limits of survey will be adjusted upon completion of the engineering field review to capture all anticipated work items.
- The survey will be based on the TBM (temporary benchmark) or BM (benchmark) if one is located onsite or along proposed frontage. This will be confirmed with the city.
- Surface utilities and utilities with surface access will be located and shown. Storm drains inlet's locations and grades will be obtained.
- Construction staking is ***not*** included.

FINAL ENGINEERING DOCUMENTS (CONSTRUCTION DOCUMENTS)

TAIT will prepare Construction Documents under the supervision of a California Registered Civil Engineer, and

Each project is reviewed for quality assurance by another Professional Engineer. TAIT will design the new UST system based on the city's fuel system requirements. TAIT will work with the city's PM on design and UST volume requirements. TAIT will create a Project Plan Set based on the city's input and upon the city's approval will submit to planning for review/comments and then on to building and fire for construction permits.

Task: Project Plan

TAIT will provide a demo plan of the existing UST and an installation plan of the new six thousand Gallon Double wall UST. Upon client approval of the project plan, TAIT will use said plan for planning submittals, building department submittal and final construction set for use with RFP solicitations.

Task: Demolition Plan

Based upon your approved site plan, and topo survey, we will prepare a plan to confirm and establish the positioning of major site improvements and their relationship to the proposed work.

- A CAD generated plan clearly illustrating critical dimensions of the demolition areas will be included in the construction documents. The existing improvements to remain adjacent to the construction will be identified.



- The demolition areas and the sawcut lines will be clearly shown. The plan will be distributed to you and the team for comments and all comments will be incorporated in the final plan.
- A base sheet in AutoCAD will be made available to respective project participants for use as a universal base sheet.

Task: Precise Grading Plan

Based upon the approved site plan and survey, we will perform the civil engineering design and the preparation of an on-site precise grading plan of the work area for submittal to the City. The precise grading plan will be prepared for the proposed construction to be performed in one phase.

- Precise finished surface grades will be illustrated, and spot grades will be plotted for concrete formwork.
- Standards and details for the construction of the grading improvements will be indicated on the grading plan.
- The grading plan will be prepared on the CAD generated base sheet of the approved site plan and conform to the requirements of the city.
- The grading plan will be submitted to the city for review and plan check comments will be addressed to secure a Grading Clearance.
- Quantity estimates will be determined as required for bonding purposes if needed.

Task: Erosion Control Plan

An erosion control plan will be required to permit any construction and we recommend its implementation to protect all project participants against potential damage. It is assumed that a SWPPP will not be required due to the disturbed area being less than one acre.

- Standards and details will be provided on the plan to protect drainage appurtenances and other improvements.
- An erosion control plan will be prepared on the base sheet of the submitted grading plan and conform to the standards of the governing agencies.

Task: UST Buoyancy Hold Down Calculations

TAIT will prepare UST buoyancy hold down calculations for the design.

Task: Onsite Permit Processing (T&M)

Anticipated permit approvals include Alameda County Health or local CUPA, Building Department, and Fire Department. Contractor to secure permit from Bay Area AQMD for tank removal, therefore Bay Area AQMD permitting is not included in this scope of work. TAIT will submit and process the Construction Document site improvement package with the agencies for approval. This package will include civil and tank plans included in this phase. This task will be invoiced on an actual time and material basis per the rate schedule. The fee quoted is our budget estimate for this phase.

Task: Meetings & Coordination (T&M)

Under this task TAIT will provide final design oversight and coordination and attend project team meetings at the request of the Client. This work task provides labor effort for project oversight and internal review of the preparation of the plans and reports to governing agencies' standards. It includes Team meetings to coordinate the project and TAIT requested meetings with the local agencies to obtain plan review comment clarifications. Services under this task also include the coordination with the owner's consultants.

TAIT's external project coordination efforts with the Client and other project team consultants and TAIT's internal coordination and project management efforts are included in the budgeted time



and material amount. If additional labor effort under this work task is required, it will be invoiced based on the contract’s Schedule Fee for hourly rates. TAIT’s effort will not be limited by the fee estimate provided for this T&M work task, however we will submit requests for additional fee authorization when the work task cost exceeds 90% of the budget amount. This task is estimated to take 25 hours of effort.

Task: Construction Coordination (T&M)

Construction coordination is limited to items outlined as follows:

- Attend a single pre-construction meeting. The meeting will be prior to the start of construction.
- Respond to contractors RFI’s (4).
- Review site improvement submittals for conformance to the approved plans. This is limited to items that are listed on the civil improvement plans and shall be submitted as a single package.
- Perform one onsite inspection during construction.

FEES

TAIT & Associates will perform the proposed Scope of Work for the estimate outlined below.

SURVEY SERVICES

Topographic Design Survey	\$7,400
Subtotal	\$7,400

FINAL ENGINEERING DOCUMENTS (CONSTRUCTION DOCUMENTS)

Demolition Plan	\$2,500
Project Manager II	\$7,600
Project Plans Engineering Designer II	\$13,200
Electrical Engineering	\$7,500
Precise Grading Plan	\$8,000
Erosion Control	\$3,600
UST Buoyancy Hold Down Calculations	\$5,600
Onsite Permit Processing (T&M)	\$3,450
Engineers Estimate	\$3,500
Meetings & Coordination (T&M)	\$6,000
Subtotal	\$60,950
Construction Coordination (T&M)	Subtotal
	\$6,000
TOTAL	\$74,350

Reimbursable civil engineering expenses are estimated for this project at 3% = \$2,200



Proposal for Maintenance Service Center:

PROPOSED SCOPE OF WORK

SURVEY SERVICES

TAIT will either perform or subcontract the following professional surveying services:

Task: Preliminary Soil Sampling/Analysis

Soil sampling will be performed prior to preparing/submitting permit applications for the UST closure at this location. The intent of this sampling is to provide current soil analysis in the vicinity of/below the existing USTs to support the City's plan to abandon these USTs in place. TAIT will subcontract this scope and the soil analysis results will be provided to the City.

Task: Limited Topographic Design Survey

A limited topographic design survey will be performed with design data field verified and serve as a base for the engineering design.

- Topographic elevations will be plotted, paying particular attention to the information affecting drainage and critical joint transitions.
- A survey will be conducted for the proposed project scope but does not include the entire parking field. Limits of survey will be adjusted upon completion of the engineering field review to capture all anticipated work items.
- The survey will be based on the TBM (temporary benchmark) or BM (benchmark) if one is located onsite or along proposed frontage. This will be confirmed with the city.
- Surface utilities and utilities with surface access will be located and shown. Storm drains inlet's locations and grades will be obtained.
- Construction staking is ***not*** included.

FINAL ENGINEERING DOCUMENTS (CONSTRUCTION DOCUMENTS)

TAIT will prepare Construction Documents under the supervision of a California Registered Civil Engineer, and

Each project is reviewed for quality assurance by another Professional Engineer. TAIT will design the new AST system based on the city's fuel system requirements. TAIT will work with the city's PM on design and AST volume requirements. TAIT will create a Project Plan Set based on the city's input and upon the city's approval, will submit to planning for review/comments and then on to building and fire for construction permits.

Task: Demolition Plan

Based upon your approved site plan, and topo survey, we will prepare a plan to confirm and establish the positioning of major site improvements and their relationship to the proposed work.

- A CAD generated plan clearly illustrating critical dimensions of the demolition areas will be included in the construction documents. The existing improvements to remain adjacent to the construction will be identified.
- The demolition areas and the sawcut lines will be clearly shown. The plan will be distributed to you and the team for comments and all comments will be incorporated in the final plan.



- A base sheet in AutoCAD will be made available to respective project participants for use as a universal base sheet.

Task VII: Precise Grading & Drainage Plan

Based upon the approved site plan and survey, we will perform the civil engineering design and the preparation of an on-site precise grading plan of the work area for submittal to the City. The precise grading plan will be prepared for the proposed construction to be performed in one phase. The grading will be designed to implement stormwater BMP's. Stormwater requirements will require that the area does not accept run-on from surrounding areas. It is assumed that the storm drain connection will be made to the existing lateral in the parking lot if needed for diversion and any canopy downspout connection as required.

- Precise finished surface grades will be illustrated, and spot grades will be plotted for concrete formwork.
- Standards and details for the construction of the grading improvements will be indicated on the grading plan.
- Elements of LID will be incorporated into the precise grading plan as required.
- The grading plan will be prepared on the CAD generated base sheet of the approved site plan and conform to the requirements of the city.
- The grading plan will be submitted to the city for review and plan check comments will be addressed to secure a Grading Clearance.
- Standards and details for the construction of the on-site drain structures will be shown in the plan set.
- Quantity estimates will be determined as required for bonding purposes if needed.
- It is assumed that runoff reduction measures will not be implemented since the existing surface was previously impervious before the tank removal.

Task: Tank Slab and AST Hold Down Calculations

TAIT will prepare calculations for the tank slab structural design including reinforcement and anchor bolt sizing.

Task: Onsite Permit Processing (T&M)

TAIT will submit and process the Construction Document site improvement package with the agencies for approval. This package will include civil and tank plans. Included in this phase. We will obtain the final permit signoff. This task will be invoiced on an actual time and material basis per the rate schedule. The fee quoted is our budget estimate for this phase.

Task: Meetings & Coordination (T&M)

Under this task TAIT will provide final design oversight and coordination and attend project team meetings at the request of the Client. This work task provides labor effort for project oversight and internal review of the preparation of the plans and reports to governing agencies' standards. It includes Team meetings to coordinate the project and TAIT requested meetings with the local agencies to obtain plan review comment clarifications. Services under this task also include the coordination with the owner's consultants.



TAIT’s external project coordination efforts with the Client and other project team consultants and TAIT’s internal coordination and project management efforts are included in the budgeted time and material amount. If additional labor effort under this work task is required, it will be invoiced based on the contract’s Schedule Fee for hourly rates. TAIT’s effort will not be limited by the fee estimate provided for this T&M work task, however we will submit requests for additional fee authorization when the work task cost exceeds 90% of the budget amount. This task is estimated to take 25 hours of effort.

Task: Construction Coordination (T&M)

Construction coordination is limited to items outlined as follows:

- Attend a single pre-construction meeting. The meeting will be prior to the start of construction.
- Respond to contractors RFI’s (4).
- Review site improvement submittals for conformance to the approved plans. This is limited to items that are listed on the civil improvement plans and shall be submitted as a single package.
- Perform one onsite inspection during construction.

FEES

TAIT & Associates will perform the proposed Scope of Work for the estimate outlined below.

SURVEY SERVICES

Topographic Design Survey		\$7,400
Preliminary Soil Sampling/Analysis	Not to Exceed	\$7,000
Subtotal Not Exceed		\$14,400

FINAL ENGINEERING DOCUMENTS (CONSTRUCTION DOCUMENTS)

Demolition Plan		\$3,500
Project Management		\$11,400
Electrical Engineering		\$8,500
Project Plan Set		\$19,800
Principal		\$1,250
Precise Grading & Drainage Plan		\$8,800
Tank Slab and AST Hold Down Calculations		\$6,800
Onsite Permit Processing (T&M)		\$7,500
Engineers Estimate		\$3,450
Meetings & Coordination (T&M)		\$6,000
Subtotal		\$77,000
Construction Coordination (T&M)	Subtotal	\$6,000
TOTAL		\$97,400

Reimbursable civil engineering expenses are estimated for this project at 3% = \$2,900





Fees Total:

It is proposed that the fee for performance of the UST removal – UST Installation and Monitor System Modifications outlined in scope of services herein is determined on a fixed price basis as provided below:

Fixed Fee Components per contract bid to be applied:

Total Both Projects \$171,750

Reimbursable Expenses:

Costs for reimbursable expenses such as application/permit fees, reports (soils, traffic, title, environmental, etc.), and associated out-of-pocket costs will be invoiced at cost plus 15 percent. Vehicle mileage will be charged at the IRS business standard mileage rate. The fee estimates shown herein do **not** include the costs for these expense items.

General Terms & Conditions:

The above scope of work descriptions are to the best of our knowledge thorough and complete. As the work progresses through the review process and based on final conditions, the scope may change (due to developer or agency request). As these changes occur, we will notify you of the scope and corresponding fee change. No additional work, which will increase the fee, will be performed without your authorization.

Our billing procedure is to invoice monthly and payment is expected within 30 days. The invoice format will identify the work completed per task during the invoice period and itemize the out-of-pocket expenses for the period.

We thank you for the opportunity to present this proposal and look forward to our continued relationship.



Schedule of Fees

Employee Classification	Hourly Rate
06 - Engineering Assistant.....	85.00
18 – Project Administrator.....	115.00
04 - Engineering Designer I.....	145.00
10 - Engineering Designer II.....	170.00
03 - Project Engineer I.....	190.00
25 – Project Engineer II.....	200.00
117 – Senior Project Engineer.....	215.00
02 - Professional Engineer/Licensed Surveyor.....	230.00
17 - Senior Professional Engineer/Surveyor.....	245.00
52 - Principal II.....	300.00
01 - Principal.....	275.00
15 - Structural Engineer.....	250.00
05 - Permit Expediter I.....	115.00
11 - Permit Expediter II.....	130.00
09 – Project Coordinator.....	155.00
07 - Surveyor.....	145.00
08 - Senior Survey Specialist/ Party Chief.....	190.00
00 - Two man survey crew.....	335.00
22 - One Man Survey Crew with Robotics.....	200.00
13 - Project Manager I.....	170.00
54 - Entitlement Director.....	200.00
125 - Assistant Project Manager.....	155.00
90 - Project Manager II.....	190.00

The hourly rate for client authorized overtime and for representation at hearings and meetings after 6:00 p.m. will be invoiced at 1.5 times the posted rate.

The above rates are inclusive of phone charges, fax charges, software and licensing fees, and photocopying charges.

All rates are subject to annual CPI increases on January 1st of each year.

2. Mileage, Travel and Per Diem

Auto Mileage: IRS Rate plus 15 percent

Air Travel and Auto Rental: Actual cost plus 15 percent

Per Diem: Actual cost of lodging and meals, plus 15 percent

3. Materials and Supplies

Office and CADD supplies are included in the hourly rates. Prints, plots and reproductions are charged at cost plus 15 percent from commercial blueprint companies. In-house reproduction charges are as follows:

	<u>Prints</u>	<u>Plots</u>	<u>Color Plots</u>
Bond	\$.95/s.f.	\$.95/s.f.	\$6.00/s.f.
Vellum	1.35/s.f.	1.65/s.f.	7.50/s.f.

4. Reimbursable Expenses

Will be billed at cost plus 15 percent. Client will pay directly for all permit and agency fees; otherwise cost plus 15%. Subconsultant invoices will be billed at cost plus 15%.

5. Insurance Coverage

General Liability: \$2,000,000

Errors/Omissions: \$1,000,000

California Workers' Compensation - Statutory

Certificates of insurance coverage will be provided upon request.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Scott & McCauley Insurance Agency		NAMED INSURED Tait & Associates, Inc	
POLICY NUMBER _____		EFFECTIVE DATE: _____	
CARRIER _____	NAIC CODE _____		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The certificate holder is included as an Additional Insured as required by a written contract or agreement on the General Liability and Auto Liability, per the attached form. Coverage is Primary & Non-Contributory when required by a written contract or agreement with the named insured, per the attached form. Blanket Waiver-of-Subrogation is granted in favor of the Additional Insured with respect to the General Liability, Auto Liability, and Workers' Compensation when required by written contract or agreement, per the attached form. Cancellation provisions apply per the attached forms.

Endorsement No. 5

Effective Date: 09/01/2023@12:01 a.m. Standard Time at the address of the Named Insured

Policy Number: SP002747-06-2023

Insured Name: Tait & Associates, Inc.

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

ADDITIONAL INSURED/PRIMARY COVERAGE
INCLUDING COMPLETED OPERATIONS
(CGL & CONTRACTORS POLLUTION COVERAGE)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the Specialty Package Policy.

In consideration of the premium charged, it is agreed that:

SECTION III – WHO IS AN INSURED is amended to include as an Additional Insured the person or organization shown in the schedule below as respects Coverages A, B and D, but only for liability arising out of Your Work or Covered Operations performed by you or on your behalf for that Additional Insured and not due to any actual or alleged independent liability of said Additional Insured.

This endorsement does not apply to Bodily Injury. Property Damage or Loss arising out of the sole negligence or willful conduct of, or for defects in design furnished by the Additional Insured.

As respects the coverage afforded the Additional Insured, this insurance is primary and non-contributory where a written contract or written agreement in effect prior to any related Claim requires you to provide such coverage. When this insurance is primary and non-contributory, our obligations are not affected by any other insurance carried directly by such additional insured whether it is primary or excess coverage.

However, regardless of the provisions above:

We will not extend any insurance coverage to the additional Insured person or organization:

- (1) That is not provided to you in this Policy; or
- (2) That is broader coverage than you are required to provide to the additional Insured person or organization in the written contract or written agreement.

This endorsement does not increase the Company's Limits of Insurance as specified in the Declarations of the Policy.

SCHEDULE OF ADDITIONAL INSUREDS

As required by written contract in effect prior to any related **Claim**

Endorsement No. 7

Effective Date: 09/01/2023 @12:01 a.m. Standard Time at the address of the Named Insured

Policy Number: SP002747-06-2023

Insured Name: Tait & Associates, Inc.

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

NAMED INSURED EXTENSION

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided by the Specialty Package Policy

In consideration of the premium charged, it is agreed that the entities in the following schedule are included as Named Insureds in Item 1. of the Declarations. The First Named Insured designated in Item 1. of the Declarations shall remain unchanged.

SCHEDULE

Tait Environmental Services, Inc.
DBA Tait Environmental Management
DBA Tait Environmental Systems
DBA Tait Electric
DBA Tait Range Services
Havill Engineering
TAIT Parkcenter Associates, LLC
Environmental Services Properties, LLC
The Tait Family Trust
The K. Richard Tait and Kathryn A. Tait Living Trust
Thomas F. Tait Family Trust
RC Trade Center Associates, LLC
Yellow Roof Development, LLC
2130 Orangewood, LLC
2021 4th Street, LLC
Willow Springs Investments, a California general partnership
Whitewater Group LLC
HT Land Partners, LLC
Hoime Development, LLC
Tait Land, Inc.
Tait Development, LLC

Endorsement No. 8

Effective Date: 09/01/2023 @12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: SP002747-06-2023

Insured Name: Tait & Associates, Inc.

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

ENDORSEMENT - NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the **SPECIALTY PACKAGE POLICY**.

In consideration of the premium charged, it is agreed that in the event you or we cancel this Policy prior to the expiration date, we will endeavor to provide a thirty (30) day notice of such cancellation to certificate holders, provided that:

1. you are under an existing contractual obligation to notify such certificate holders when this Policy is cancelled; and
2. you have provided the following to us, either directly or indirectly, through your broker of record:
 - a. The name of the entity shown on the certificate; and
 - b. The address of such entity where notification may be mailed.

We shall not provide a thirty (30) day notice if the cancellation is due to nonpayment of premium to us or to a finance company authorized to cancel the Policy.

Such notice of cancellation will be provided via mail to the certificate holders. Proof that we have mailed the notice of cancellation, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this endorsement.

Such notice of cancellation is provided on an informational basis and solely to assist you in meeting your contractual notice requirements to such parties. Our failure to provide such advance notice to the certificate holder(s) will not extend any Policy cancellation date, negate any cancellation of the Policy, or grant, alter, or extend any rights or obligations under this Policy and we shall have no liability for failure to provide the notice herein.

All other terms and conditions of the Policy shall apply and remain unchanged.

Endorsement No. 11

Effective Date: 09/01/2023 @12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: SP002747-06-2023

Insured Name: Tait & Associates, Inc.

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT ENDORSEMENT
(GENERAL LIABILITY COVERAGE)**

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the Specialty Package Policy.

Schedule of Designated Projects:

As required by written contract in effect prior to any related **Claim**

- A.** Subject to paragraph **E.** below, for all damages under Coverage A, except damages because of **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations** Hazard, to which this insurance applies and which can be attributed only to a single designated project shown in the Schedule above ("**Designated Project**"):
1. A separate Designated Project General Aggregate Limit applies to each **Designated Project**, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Project General Aggregate Limit applies on a primary non-contributory basis where required by written contract in effect prior to any associated claim.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all such damages and **Loss**, regardless of the number of:
 - a. Insureds;
 - b. **Claims** made or **Suits** brought; or
 - c. Persons or organizations making **Claims** or bringing **Suits**.
 3. Any payments made for such damages shall reduce the Designated Project General Aggregate Limit for that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other **Designated Project** shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence and for Damage to Premises Rented to You continue to apply to a **Designated Project**. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages under Coverage A to which this insurance applies and which cannot be attributed only to a single **Designated Project** shown in the Schedule above:
1. Any payments made for such damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** When coverage for liability arising out of the **Products-Completed Operations Hazard** is provided, any payments for damages because of **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard** will reduce the Products-Completed Operations Aggregate Limit, and shall not reduce the General Aggregate Limit or the Designated Project General Aggregate Limit.
- D.** The provisions of **SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- E.** Regardless of the number of locations or projects and any other circumstance or payments made under this Policy, including payments made for **Claims** covered under the General Aggregate, the Products Completed Operations Aggregate or any Pollution Aggregate as applicable, the total amount we will pay under this insurance policy for any and all project(s) designated within this endorsement shall be no more than the Designated Construction Project General Aggregate Limit shown below:

Designated Construction Project General Aggregate Limit: \$10,000,000

In the event that no dollar amount is shown next to the Designated Construction Project General Aggregate Limit above, the Designated Construction Project General Aggregate Limit shall be \$10,000,000.

All other terms and conditions of this Policy remain unchanged.

Endorsement No. 12

Effective Date: 09/01/2023 @12:01 a.m. Standard Time at the address of the Named Insured

Policy Number: SP002747-06-2023

Insured Name: Tait & Associates, Inc.

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

The following is added to SECTION VI, COMMON CONDITIONS, Paragraph 9, Other Insurance. It 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.

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Endorsement No. 17

Effective Date: 09/01/2023@12:01 a.m. Standard Time at the address of the Named Insured

Policy Number: SP002747-06-2023

Insured Name: Tait & Associates, Inc.

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

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

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract in effect prior to any related Claim	As required by written contract in effect prior to any related Claim
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – 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 IV – 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Endorsement No. 19

Effective Date: 09/01/2023@12:01 a.m. Standard Time at the address of the Named Insured

Policy Number: SP002747-06-2023

Insured Name: Tait & Associates, Inc.

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

SCHEDULE

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

As required by written contract in effect prior to any related **Claim**

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

A. Section III – 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** or **Personal And Advertising Injury** caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – 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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Endorsement No. 26

Effective Date: 09/01/2023@12:01 a.m. Standard Time at the address of the Named Insured

Policy Number: SP002747-06-2023

Insured Name: Tait & Associates, Inc.

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

SCHEDULE

<p>Name Of Person Or Organization: As required by written contract in effect prior to any related Claim</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 12.

Subrogation of Section VI – Common Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **Your Work** done under a contract with that person or organization and included in the **Products-Completed Operations Hazard**. This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

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

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a.** \$60 per day, in lieu of \$20; subject to
- b.** \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses



Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."



Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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



Waiver Of Subrogation (Workers Compensation Policy)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is **Blanket Waiver of Subrogation Percentage Charge%**.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date: 9/1/23

Endorsement No: 1

Endorsement Expiration Date: 9/1/24

Policy No: 7034395505 / 7034395522

Policy Effective Date: 9/1/23



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Form No: CC68021A (02-2013) 1

Policy No: 7034395505 / 7034395522

Policy Effective Date: 9/1/23

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