

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 27th day of January, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and Restoration Management Company, a California corporation whose address is 4142 Point Eden Wy. Hayward, CA. 94545 (“**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: One-time Dewatering Services at the Mastick Senior Center located at 1155 Santa Clara Ave. Alameda, CA. 94501. Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the City’s administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for One-time Dewatering Services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall retroactively commence on the 25th day of November 2024, and shall terminate on the 30th day of June 2025, 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.

b. The total compensation for this Agreement shall not exceed \$74,900.

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 Indemnities shall expressly survive the expiration or early termination of this Agreement.

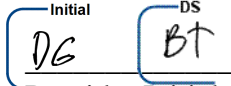
10. INSURANCE:

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 (3). 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.

Initial DS

 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.

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. 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, Ste. 110
Alameda, CA 94501
ATTENTION: Chandni Patel, Project Manager
Ph: (510) 747-7978

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

Restoration Management Company, a California Corporation.
Risk Management
3090 Independence Dr.
Livermore, CA. 94551
ATTENTION: Dave Glover
Ph: (800) 400-5058

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, Ste. 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro / Executive Assistant
Ph: (510) 747-7932 / jnavarro@alamedaca.gov

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No

verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

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

27. 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

f. 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.

Restoration Management Company,
a California corporation.

Signed by:



Dave Glover

Assistant Secretary

CITY OF ALAMEDA
a municipal corporation

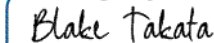
Signed by:



Jennifer Ott

City Manager

DocuSigned by:



Blake Takata

VP of California Operations

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith

Director of Public Works

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Aslanian

Assistant City Attorney

Scope Of Services Dewatering Services

The scope of work includes, but is not limited to, the following:

- 1) Provide staff and services on an as-called basis.
- 2) Monitor and provide reports of site conditions to determine areas of elevated moisture content and facilitate timely mobilization and demobilization of dewatering equipment.
- 3) Coordinate with the City to minimize disruptions to facility operations, facility users, and other contractors.



Schedule of Fees - 2025 CA Prevailing Wage

Management Labor Type	Unit	RT	OT	DT
Project Director	Per Hour	\$ 125.00	\$ 187.50	\$ 250.00
Project Manager	Per Hour	\$ 105.00	\$ 157.50	\$ 210.00
Operations Manager	Per Hour	\$ 100.00	\$ 150.00	\$ 200.00
Health/Safety Officer	Per Hour	\$ 90.00	\$ 135.00	\$ 180.00
Project Auditor	Per Hour	\$ 55.00	\$ 82.50	\$ 110.00
Northern California Labor Type	Unit	RT	OT	DT
Environmental Supervisor	Per Hour	\$ 132.00	\$ 183.00	\$ 230.00
Environmental Technician	Per Hour	\$ 129.00	\$ 178.00	\$ 224.00
Restoration Supervisor	Per Hour	\$ 119.00	\$ 160.00	\$ 203.00
Restoration Labor	Per Hour	\$ 115.00	\$ 155.00	\$ 197.00
Southern California Labor Type	Unit	RT	OT	DT
Environmental Supervisor	Per Hour	\$ 135.00	\$ 187.00	\$ 236.00
Environmental Technician	Per Hour	\$ 133.00	\$ 182.00	\$ 230.00
Restoration Supervisor	Per Hour	\$ 124.00	\$ 173.00	\$ 219.00
Restoration Labor	Per Hour	\$ 121.00	\$ 168.00	\$ 213.00

Labor Notes:

The labor rates above are based on an 8 hour workday, Monday through Friday (7:30 AM - 4:00 PM). All hours worked outside of these timeframes will be subject to after hours rates. Business hours may be adjusted by RMC to meet specific project needs.

The following holidays will be billed at Double Time rates: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additional holidays may be added based on the appropriate wage determination requirement.

Hourly Scheduled Labor Rates will be charged Portal to Portal.

A small tool charge of 3% will be applied to all labor (non-management) on the project

Emergency service calls outside of normal business hours will be subject to an emergency service fee of \$250.

Regular business hours are Monday through Friday 7:30 AM to 4:00 PM.

A minimum stand-by charge of 4 hours per employee will be charged when circumstances beyond RMC control require RMC personnel to stand-by at the job site.

General Notes:

Subcontractors, vendors, unscheduled materials, unscheduled equipment and other project related costs will be billed at cost plus 20%.

Mobilization related costs such as travel, lodging, freight and per diem will be billed at cost plus 20%.

Per Diem Rates are \$55 per employee. In major metropolitan markets an additional \$10 per day will be added.

For all Catastrophe projects, a 5% fee will be added to the total of each invoice. This fee will assist in covering the increased indirect costs associated with Catastrophic events. Examples of these costs would be corporate support and oversight, increased labor costs, warehousing, etc.

This Schedule of Fees reflects the most commonly used labor categories, equipment and materials on typical projects. Due to the unique nature of our work, to meet project specific needs RMC may add additional labor categories, equipment or materials to this schedule of fees at rates to be determined by RMC.

Storage rates are (per vault) \$190/month or \$6.33/day.

Rates do not include the costs of taxes, licensing or permit fees, if applicable.

This Schedule of Fees is subject to change without notice. For customers under an annual agreement, prior written notice will be provided.

rev. 12/27/2024



Equipment / Vehicles / Disposal

Item	UOM	Price
Air Mover	DA	\$ 31.50
Airless Sprayer	DA	\$ 84.00
Axial Air Mover	DA	\$ 34.13
Cart, High Tech	DA	\$ 13.13
Cart, Debris	DA	\$ 42.00
Compressor	DA	\$ 40.48
Dehumidifier - Large (1200 / Evo / R175)	DA	\$ 115.50
Dehumidifier - Ex Large (2000 / R200 / R250)	DA	\$ 157.50
Dehumidifier - Desiccant 385	DA	\$ 288.75
Dehumidifier - Desiccant 600	DA	\$ 393.75
Dehumidifier - Desiccant 2000	DA	\$ 997.50
Dehumidifier - Desiccant 5000	DA	\$1,627.50
Dolly	DA	\$ 9.45
Drill - Cordless / Electric	DA	\$ 12.60
Dry Ice Machine	DA	\$ 509.25
Electrical - Cord	DA	\$ 3.15
Electrical - Light String - 100'	DA	\$ 10.50
Electronic Oven (Large)	DA	\$ 341.25
Electrostatic Sprayer (Backpack)	DA	\$ 367.50
Electrostatic Sprayer (Handheld)	DA	\$ 147.00
Extraction unit - Portable	DA	\$ 157.50
Extraction unit - Truck Mount	DA	\$ 567.00
Fan - 36 Inch	DA	\$ 44.10
Flex Duct 8"-12" X 25'	DA	\$ 36.75
Flex Duct 14"-20" X 25'	DA	\$ 65.10
Floor Buffer	DA	\$ 93.45
Generator - Portable	DA	\$ 82.95
Hand Grinder	DA	\$ 13.13
Heater - Electric	DA	\$ 180.00
Heater - Electric (Large)	DA	\$ 300.00
HVAC Collector - 5000	DA	\$ 236.25
Hydroxyl Generator - 3 optic	DA	\$ 241.50
Injecti-Dry / Dry Force	DA	\$ 147.00
Insulation Removal Machine	DA	\$ 341.25
Ladder - A Frame	DA	\$ 6.30
Ladder - Extension	DA	\$ 10.50
Manometer - Recording	DA	\$ 52.50
Mobile Containment Cube	DA	\$ 99.75
Moisture Meter	DA	\$ 29.40
Negative Air / Air Scrubber - 2000	DA	\$ 152.25
Negative Air / Air Scrubber - 500	DA	\$ 94.50
Ozone Generator	DA	\$ 157.50
Pallet Jack	DA	\$ 21.00
Personal Air Sampling Pump	DA	\$ 21.00
Personal Fall Protection	DA	\$ 15.75
Power Cable - 50'	DA	\$ 13.65
Power Cable - Tail	DA	\$ 4.20
Power Distribution Box	DA	\$ 29.40
Pressure Washer	DA	\$ 136.50
Pressurized Steam Cleaner	DA	\$ 393.75

Item	UOM	Price
Pump Sprayer	DA	\$ 5.25
Radio - 2 way	DA	\$ 6.30
Respirator - 1/2 Face	DA	\$ 9.45
Respirator - Full Face	DA	\$ 12.60
Respirator - PAPR	DA	\$ 50.00
Sander - 4 1/2" w/ HEPA attachment	DA	\$ 6.30
Saw - Circular (Skilsaw)	DA	\$ 13.13
Saw - Reciprocating (Sawzall)	DA	\$ 15.75
Saw - Specialty Drywall (Kett)	DA	\$ 33.60
Scaffold - Rolling	DA	\$ 94.50
Soda Blasting Machine	DA	\$ 509.25
Submersible Pump 2"	DA	\$ 190.49
Submersible Pump 3/4"	DA	\$ 36.75
Temporary Fence w/ Screen 12' X 6'	DA	\$ 2.31
Terminator (Floor Stripper)	DA	\$ 262.50
Thermal Fogger	DA	\$ 105.00
Thermal Imaging Camera	DA	\$ 236.25
Tool Box	DA	\$ 15.75
Tool Box - Technical	DA	\$ 57.75
Turbo Vent (48")	DA	\$ 10.50
Ultra Sonic	DA	\$ 367.50
ULV Sprayer/Fogger	DA	\$ 31.50
Unger Pole 18-24ft	DA	\$ 13.13
Unger Pole 8-12ft	DA	\$ 9.98
Vacuum	DA	\$ 9.45
Vacuum - HEPA	DA	\$ 78.75
Water Collector	DA	\$ 3.68
Work Light	DA	\$ 6.30
Work Light - Dbl	DA	\$ 21.00
Zip Wall Pole	DA	\$ 12.60
Vehicles	Unit	Price
Command Center	DA	\$ 285.00
Dump Truck	DA	\$ 340.00
Forklift - 8000 lb	DA	\$ 235.00
Box Truck (14'-16')	DA	\$ 300.00
Box Truck (24')	DA	\$ 410.00
Passenger Van	DA	\$ 220.00
Service Van	DA	\$ 200.00
Tractor (Semi)	DA	\$ 445.00
Trailer (14')	DA	\$ 40.00
Trailer (Flatbed)	DA	\$ 485.00
Trailer (53' Restoration)	DA	\$ 625.00
Utility Vehicle	DA	\$ 155.00
Disposal*	Unit	Price
Pickup Truck	EA	\$ 264.00
12 Yard Debris Bin	EA	\$ 696.00
20 Yard Debris Bin	EA	\$1,068.00
30 Yard Debris Bin	EA	\$1,320.00
40 Yard Debris Bin	EA	\$1,536.00

*NOTE: Rates apply to waste transported to RMC facility for disposal. This does not include hazardous waste.



Supply List

Item	UOM	Price
9-D-9	GL	\$166.76
Adhesive Mat	EA	\$ 34.56
Air Neutralizer	GL	\$ 63.80
Anti-Microbial / Disinfectant	GL	\$ 76.45
Anti-Static Cleaner	EA	\$ 17.00
Bags, Poly 2 Mil	RL	\$128.00
Bags, Poly 6 Mil	RL	\$183.49
Bags, Poly 6 Mil (Single)	EA	\$ 2.90
Bags, Poly Biohazard	EA	\$ 4.48
Bags, Trash	BX	\$ 60.33
Bags, HEPA Vacuum	EA	\$ 6.01
Bags, Insulation Removal	EA	\$ 44.46
Blade, Utility Knife (100)	BX	\$ 28.00
Blade, Utility Knife (Single)	EA	\$ 0.30
Blade, Floor Scraper 3.5" HD	EA	\$ 22.00
Blade, Floor Scraper 4"	EA	\$ 0.55
Blade, Floor Scraper 8"	EA	\$ 1.77
Blade, Specialty Saw (Drywall)	EA	\$ 18.52
Blade, Specialty Saw (Plaster)	EA	\$ 73.64
Blade, Sawzall	EA	\$ 4.48
Blade, Terminator	EA	\$ 53.00
Bleach	GL	\$ 18.00
Board Up Hardware	EA	\$ 52.96
Box - Lamp	EA	\$ 7.16
Box - Large	EA	\$ 5.71
Box - Medium	EA	\$ 4.46
Box - Mirror	EA	\$ 11.25
Box - Small	EA	\$ 3.18
Box - Wardrobe	EA	\$ 26.04
Brush - 2" Paint	EA	\$ 1.60
Brush - Nylon	EA	\$ 2.15
Brush - Wire	EA	\$ 7.25
Brush - Nylon Cup	EA	\$ 38.60
Brush - Wire Cup	EA	\$ 53.42
Bubble Wrap 12" (750 lf)	RL	\$445.00
Bubble Wrap 24" (250 lf)	RL	\$217.62
Carpet / Upholstery Cleaner	GL	\$ 88.00
Chain	LF	\$ 8.95
Chem Sponge	EA	\$ 7.85
COC Crystals	GL	\$ 89.50
Coil Cleaner	GL	\$ 37.50
Coroplast FR - 4' X 8'	EA	\$ 71.39
Cotton Tip Cleaning Swabs	BX	\$ 8.94
Decon Chamber	EA	\$419.76
Defoamer, Crystal	GL	\$ 47.00
Degreaser	GL	\$ 30.80
Degreaser, Citrus	GL	\$ 54.00
Disinfectant - Botanical	GL	\$ 88.00
Doodle Bug Pad	EA	\$ 8.40
Double O	GL	\$160.14
Drywall - 1/2" 4' X 8'	EA	\$ 35.33

Item	UOM	Price
Drywall - 5/8" 4' X 8'	EA	\$ 39.34
Duct (Mylar) 12" x 25'	EA	\$ 38.00
Dust Mask	BX	\$ 34.00
Dust Mask (N95/KN95)	EA	\$ 3.19
Electronic Equipment Wipes	TUB	\$ 13.98
Encapsulant, Antimicrobial	GL	\$142.00
Encapsulant, Asbestos	GL	\$ 31.00
Encapsulant, Lead	GL	\$ 94.87
Encapsulant, Smoke/Odor	GL	\$ 79.00
Eye Protection	EA	\$ 6.14
Face Shield	EA	\$ 13.00
Filter, Dehumidifier	EA	\$ 10.00
Filter, HEPA - 2000	EA	\$258.00
Filter, HEPA - 500	EA	\$305.80
Filter, HEPA Vacuum	EA	\$460.00
Filter, Primary	EA	\$ 2.20
Filter, Secondary	EA	\$ 11.83
Filter, Secondary (Charcoal)	EA	\$ 37.40
Filter, Carbon Activated - 2000	EA	\$155.00
Filter, Carbon Activated - 500	EA	\$113.00
Floor Buffer Pads	EA	\$ 38.00
Floor Protection, Carpet Mask	RL	\$209.00
Floor Protection, Rosin Paper	RL	\$ 33.00
Floor Protection, Masonite	EA	\$ 34.00
Floor Protection, Ram Board	RL	\$130.68
Furniture Blocks	BX	\$ 94.80
Furniture Polish	EA	\$ 18.49
Glass Cleaner	GL	\$ 29.22
Glove Bag	EA	\$ 18.00
Gloves, Nitrile	BX	\$ 45.00
Gloves, Nitrile (Single Pair)	PR	\$ 0.49
Gloves, Rubber	PR	\$ 7.41
Gloves, Leather	PR	\$ 8.78
Hard Hats	EA	\$ 30.09
Isopropyl Alcohol	GL	\$ 64.00
Knee Pads	PR	\$ 40.00
Lay Flat Ducting, 10" - 12"	RL	\$206.00
Lay Flat Ducting, 18" - 20"	RL	\$280.00
Leather Cleaner	QT	\$ 40.35
Liqui-Zone	GL	\$117.00
Lock Box	EA	\$ 90.00
LPS 1	GL	\$117.77
LPS 2	GL	\$129.20
LPS 3	GL	\$194.00
Lumber - Plywood	EA	\$ 57.38
Lumber - 1" X 2" X 8'	EA	\$ 4.00
Lumber - 2" X 4" X 8'	EA	\$ 7.70
Mastic Remover	GL	\$ 63.00
Mop Heads - Microfiber	EA	\$ 10.41
Mop Heads - Disposable Pad	EA	\$ 22.04
Mop Heads - Standard	EA	\$ 13.20

Item	UOM	Price
Moving Blanket	EA	\$ 21.42
Odor Blocks	EA	\$ 10.00
Oil Soap	GL	\$ 30.45
Packing Paper	RL	\$ 53.00
Paper Pad	EA	\$ 6.25
Personal Air Sampling Casette	EA	\$ 2.20
Pine Sol	GL	\$ 22.18
Poly Sheeting 2 mil FR 10'-12'	RL	\$ 58.19
Poly Sheeting 2 mil FR 20'	RL	\$120.18
Poly Sheeting 4 mil FR 10'-12'	RL	\$ 96.00
Poly Sheeting 4 mil FR 20'	RL	\$170.82
Poly Sheeting 6 mil FR 10'-12'	RL	\$163.00
Poly Sheeting 6 mil FR 20'	RL	\$247.94
Respirator Filter (HEPA)	PR	\$ 14.63
Respirator Filter (OVAGH)	PR	\$ 54.00
Respirator Wipes	BX	\$ 18.65
Roof Tar	GL	\$ 61.00
Sanding Disc 5"	BX	\$ 59.02
Scouring Pad	EA	\$ 3.74
Shoe Cover	BX	\$ 90.00
Shrink Wrap	RL	\$ 45.00
Soda (Soda blasting)	BX	\$112.00
Soil, Virgin	BG	\$ 7.85
Soot Sealer	GL	\$101.53
Spray adhesive	EA	\$ 8.50
Spray bottle w/trigger	EA	\$ 5.92
Steel Stud - 3'5/8" X 10'	EA	\$ 43.00
Steel Wool - 0000	EA	\$ 1.99
Surfactant	GL	\$ 64.00
Tackless Strip Guard	BX	\$216.00
Tape - Blue/Green	RL	\$ 14.82
Tape - Caution	RL	\$ 18.70
Tape - Packing	RL	\$ 5.70
Tape - Double Sided	RL	\$ 21.00
Tape - Duct/Vinyl	RL	\$ 13.07
Tarp, 9 x 12	EA	\$ 78.00
Tarp, 12 x 16	EA	\$ 74.00
Tarp, 20 x 30	EA	\$267.00
Towel, Blue Shop	RL	\$ 4.00
Towel, Microfiber Yellow	BX/36	\$ 40.39
Towel, Surgical Blue	LB	\$ 7.67
Towel, Terry Cleaning	LB	\$ 4.31
Thermal Fog Liquid	GL	\$145.20
Tyvek (Polyethylene)	EA	\$ 24.70
Tyvek (White)	EA	\$ 9.46
Utility Knife	EA	\$ 8.00
View Window	EA	\$ 18.00
Waterproof Boots	EA	\$ 52.00
Wood Cream Cleaner	EA	\$ 83.60
Zipper, Peel & Seal	EA	\$ 16.75



Schedule of Fees - 2024 CA Prevailing Wage

Management Labor Type	Unit	RT	OT	DT
Project Director	Per Hour	\$ 125.00	\$ 187.50	\$ 250.00
Project Manager	Per Hour	\$ 105.00	\$ 157.50	\$ 210.00
Operations Manager	Per Hour	\$ 100.00	\$ 150.00	\$ 200.00
Health/Safety Officer	Per Hour	\$ 90.00	\$ 135.00	\$ 180.00
Project Auditor	Per Hour	\$ 55.00	\$ 82.50	\$ 110.00
Northern California Labor Type	Unit	RT	OT	DT
Environmental Supervisor	Per Hour	\$ 125.00	\$ 176.00	\$ 223.00
Environmental Technician	Per Hour	\$ 122.00	\$ 171.00	\$ 217.00
Restoration Supervisor	Per Hour	\$ 116.00	\$ 159.00	\$ 201.00
Restoration Labor	Per Hour	\$ 113.00	\$ 154.00	\$ 195.00
Southern California Labor Type	Unit	RT	OT	DT
Environmental Supervisor	Per Hour	\$ 129.00	\$ 180.00	\$ 229.00
Environmental Technician	Per Hour	\$ 126.00	\$ 175.00	\$ 223.00
Restoration Supervisor	Per Hour	\$ 122.00	\$ 171.00	\$ 217.00
Restoration Labor	Per Hour	\$ 119.00	\$ 166.00	\$ 211.00

Labor Notes:

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The following holidays will be billed at Double Time rates: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additional holidays may be added based on the appropriate wage determination requirement.

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General Notes:

Subcontractors, vendors, unscheduled materials, unscheduled equipment and other project related costs will be billed at cost plus 20%.

Mobilization related costs such as travel, lodging, freight and per diem will be billed at cost plus 20%.

Per Diem Rates are \$55 per employee. In major metropolitan markets an additional \$10 per day will be added.

For all Catastrophe projects, a 5% fee will be added to the total of each invoice. This fee will assist in covering the increased indirect costs associated with Catastrophic events. Examples of these costs would be corporate support and oversight, increased labor costs, warehousing, etc.

This Schedule of Fees reflects the most commonly used labor categories, equipment and materials on typical projects. Due to the unique nature of our work, to meet project specific needs RMC may add additional labor categories, equipment or materials to this schedule of fees at rates to be determined by RMC.

Storage rates are (per vault) \$190/month or \$6.33/day.

Rates do not include the costs of taxes, licensing or permit fees, if applicable.

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rev. 1/4/2024



Equipment / Vehicles / Disposal

Item	UOM	Price
Air Mover	DA	\$ 31.50
Airless Sprayer	DA	\$ 84.00
Axial Air Mover	DA	\$ 34.13
Cart, High Tech	DA	\$ 13.13
Cart, Debris	DA	\$ 42.00
Compressor	DA	\$ 40.48
Dehumidifier - Large (1200 / Evo / R175)	DA	\$ 115.50
Dehumidifier - Ex Large (2000 / R200 / R250)	DA	\$ 157.50
Dehumidifier - Desiccant 385	DA	\$ 288.75
Dehumidifier - Desiccant 600	DA	\$ 393.75
Dehumidifier - Desiccant 2000	DA	\$ 997.50
Dehumidifier - Desiccant 5000	DA	\$1,627.50
Dolly	DA	\$ 9.45
Drill - Cordless / Electric	DA	\$ 12.60
Dry Ice Machine	DA	\$ 509.25
Electrical - Cord	DA	\$ 3.15
Electrical - Light String - 100'	DA	\$ 10.50
Electronic Oven (Large)	DA	\$ 341.25
Electrostatic Sprayer (Backpack)	DA	\$ 367.50
Electrostatic Sprayer (Handheld)	DA	\$ 147.00
Extraction unit - Portable	DA	\$ 157.50
Extraction unit - Truck Mount	DA	\$ 567.00
Fan - 36 Inch	DA	\$ 44.10
Flex Duct 8"-12" X 25'	DA	\$ 36.75
Flex Duct 14"-20" X 25'	DA	\$ 65.10
Floor Buffer	DA	\$ 93.45
Generator - Portable	DA	\$ 82.95
Hand Grinder	DA	\$ 13.13
Heater - Electric	DA	\$ 180.00
Heater - Electric (Large)	DA	\$ 300.00
HVAC Collector - 5000	DA	\$ 236.25
Hydroxyl Generator - 3 optic	DA	\$ 241.50
Injecti-Dry / Dry Force	DA	\$ 147.00
Insulation Removal Machine	DA	\$ 341.25
Ladder - A Frame	DA	\$ 6.30
Ladder - Extension	DA	\$ 10.50
Manometer - Recording	DA	\$ 52.50
Mobile Containment Cube	DA	\$ 99.75
Moisture Meter	DA	\$ 29.40
Negative Air / Air Scrubber - 2000	DA	\$ 152.25
Negative Air / Air Scrubber - 500	DA	\$ 94.50
Ozone Generator	DA	\$ 157.50
Pallet Jack	DA	\$ 21.00
Personal Air Sampling Pump	DA	\$ 21.00
Personal Fall Protection	DA	\$ 15.75
Power Cable - 50'	DA	\$ 13.65
Power Cable - Tail	DA	\$ 4.20
Power Distribution Box	DA	\$ 29.40
Pressure Washer	DA	\$ 136.50
Pressurized Steam Cleaner	DA	\$ 393.75

Item	UOM	Price
Pump Sprayer	DA	\$ 5.25
Radio - 2 way	DA	\$ 6.30
Respirator - 1/2 Face	DA	\$ 9.45
Respirator - Full Face	DA	\$ 12.60
Respirator - PAPR	DA	\$ 50.00
Sander - 4 1/2" w/ HEPA attachment	DA	\$ 6.30
Saw - Circular (Skilsaw)	DA	\$ 13.13
Saw - Reciprocating (Sawzall)	DA	\$ 15.75
Saw - Specialty Drywall (Kett)	DA	\$ 33.60
Scaffold - Rolling	DA	\$ 94.50
Soda Blasting Machine	DA	\$ 509.25
Submersible Pump 2"	DA	\$ 190.49
Submersible Pump 3/4"	DA	\$ 36.75
Temporary Fence w/ Screen 12' X 6'	DA	\$ 2.31
Terminator (Floor Stripper)	DA	\$ 262.50
Thermal Fogger	DA	\$ 105.00
Thermal Imaging Camera	DA	\$ 236.25
Tool Box	DA	\$ 15.75
Tool Box - Technical	DA	\$ 57.75
Turbo Vent (48")	DA	\$ 10.50
Ultra Sonic	DA	\$ 367.50
ULV Sprayer/Fogger	DA	\$ 31.50
Unger Pole 18-24ft	DA	\$ 13.13
Unger Pole 8-12ft	DA	\$ 9.98
Vacuum	DA	\$ 9.45
Vacuum - HEPA	DA	\$ 78.75
Water Collector	DA	\$ 3.68
Work Light	DA	\$ 6.30
Work Light - Dbl	DA	\$ 21.00
Zip Wall Pole	DA	\$ 12.60
Vehicles	Unit	Price
Command Center	DA	\$ 285.00
Dump Truck	DA	\$ 340.00
Forklift - 8000 lb	DA	\$ 235.00
Box Truck (14'-16')	DA	\$ 300.00
Box Truck (24')	DA	\$ 410.00
Passenger Van	DA	\$ 220.00
Service Van	DA	\$ 200.00
Tractor (Semi)	DA	\$ 445.00
Trailer (14')	DA	\$ 40.00
Trailer (Flatbed)	DA	\$ 485.00
Trailer (53' Restoration)	DA	\$ 625.00
Utility Vehicle	DA	\$ 155.00
Disposal*	Unit	Price
Pickup Truck	EA	\$ 220.00
12 Yard Debris Bin	EA	\$ 580.00
20 Yard Debris Bin	EA	\$ 890.00
30 Yard Debris Bin	EA	\$1,100.00
40 Yard Debris Bin	EA	\$1,280.00

*NOTE: Rates apply to waste transported to RMC facility for disposal.

DS



Supply List

Item	UOM	Price
9-D-9	GL	\$162.14
Adhesive Mat	EA	\$ 34.56
Air Neutralizer	GL	\$ 63.80
Anti-Microbial / Disinfectant	GL	\$ 76.45
Anti-Static Cleaner	EA	\$ 17.00
Bags, Poly 2 Mil	RL	\$128.00
Bags, Poly 6 Mil	RL	\$183.49
Bags, Poly 6 Mil (Single)	EA	\$ 2.90
Bags, Poly Biohazard	EA	\$ 4.48
Bags, Trash	BX	\$ 60.33
Bags, HEPA Vacuum	EA	\$ 6.01
Bags, Insulation Removal	EA	\$ 44.46
Blade, Utility Knife (100)	BX	\$ 28.00
Blade, Utility Knife (Single)	EA	\$ 0.30
Blade, Floor Scraper 3.5" HD	EA	\$ 22.00
Blade, Floor Scraper 4"	EA	\$ 0.55
Blade, Floor Scraper 8"	EA	\$ 1.77
Blade, Specialty Saw (Drywall)	EA	\$ 18.52
Blade, Specialty Saw (Plaster)	EA	\$ 69.95
Blade, Sawzall	EA	\$ 3.84
Blade, Terminator	EA	\$ 53.00
Bleach	GL	\$ 18.00
Board Up Hardware	EA	\$ 35.00
Box - Lamp	EA	\$ 7.16
Box - Large	EA	\$ 5.71
Box - Medium	EA	\$ 4.46
Box - Mirror	EA	\$ 11.25
Box - Small	EA	\$ 3.18
Box - Wardrobe	EA	\$ 26.04
Brush - 2" Paint	EA	\$ 1.60
Brush - Nylon	EA	\$ 2.15
Brush - Wire	EA	\$ 7.25
Brush - Nylon Cup	EA	\$ 38.60
Brush - Wire Cup	EA	\$ 53.42
Bubble Wrap 12" (750 lf)	RL	\$445.00
Bubble Wrap 24" (250 lf)	RL	\$217.62
Carpet / Upholstery Cleaner	GL	\$ 88.00
Chain	LF	\$ 8.95
Chem Sponge	EA	\$ 7.85
COC Crystals	GL	\$ 89.50
Coil Cleaner	GL	\$ 37.50
Coroplast FR - 4' X 8'	EA	\$ 71.39
Cotton Tip Cleaning Swabs	BX	\$ 4.80
Decon Chamber	EA	\$245.77
Defoamer, Crystal	GL	\$ 47.00
Degreaser	GL	\$ 30.80
Degreaser, Citrus	GL	\$ 54.00
Disinfectant - Botanical	GL	\$ 88.00
Doodle Bug Pad	EA	\$ 8.40
Double O	GL	\$160.14
Drywall - 1/2" 4' X 8'	EA	\$ 35.33

Item	UOM	Price
Drywall - 5/8" 4' X 8'	EA	\$ 38.79
Duct (Mylar) 12" x 25'	EA	\$ 38.00
Dust Mask	BX	\$ 34.00
Dust Mask (N95/KN95)	EA	\$ 3.19
Electronic Equipment Wipes	TUB	\$ 8.59
Encapsulant, Antimicrobial	GL	\$142.00
Encapsulant, Asbestos	GL	\$ 31.00
Encapsulant, Lead	GL	\$ 92.00
Encapsulant, Smoke/Odor	GL	\$ 79.00
Eye Protection	EA	\$ 6.14
Face Shield	EA	\$ 13.00
Filter, Dehumidifier	EA	\$ 10.00
Filter, HEPA - 2000	EA	\$258.00
Filter, HEPA - 500	EA	\$305.80
Filter, HEPA Vacuum	EA	\$460.00
Filter, Primary	EA	\$ 2.20
Filter, Secondary	EA	\$ 11.83
Filter, Secondary (Charcoal)	EA	\$ 37.40
Filter, Carbon Activated - 2000	EA	\$155.00
Filter, Carbon Activated - 500	EA	\$113.00
Floor Buffer Pads	EA	\$ 38.00
Floor Protection, Carpet Mask	RL	\$209.00
Floor Protection, Rosin Paper	RL	\$ 33.00
Floor Protection, Masonite	EA	\$ 34.00
Floor Protection, Ram Board	RL	\$130.68
Furniture Blocks	BX	\$ 93.00
Furniture Polish	EA	\$ 18.00
Glass Cleaner	GL	\$ 29.22
Glove Bag	EA	\$ 18.00
Gloves, Nitrile	BX	\$ 45.00
Gloves, Nitrile (Single Pair)	PR	\$ 0.49
Gloves, Rubber	PR	\$ 5.00
Gloves, Leather	PR	\$ 4.52
Hard Hats	EA	\$ 30.09
Isopropyl Alcohol	GL	\$ 64.00
Knee Pads	PR	\$ 40.00
Lay Flat Ducting, 10" - 12"	RL	\$206.00
Lay Flat Ducting, 18" - 20"	RL	\$280.00
Leather Cleaner	QT	\$ 40.35
Liqui-Zone	GL	\$117.00
Lock Box	EA	\$ 90.00
LPS 1	GL	\$117.77
LPS 2	GL	\$129.20
LPS 3	GL	\$154.66
Lumber - Plywood	EA	\$ 50.00
Lumber - 1" X 2" X 8'	EA	\$ 4.00
Lumber - 2" X 4" X 8'	EA	\$ 7.00
Mastic Remover	GL	\$ 63.00
Mop Heads - Microfiber	EA	\$ 8.80
Mop Heads - Disposable Pad	EA	\$ 11.00
Mop Heads - Standard	EA	\$ 13.20

Item	UOM	Price
Moving Blanket	EA	\$ 17.42
Odor Blocks	EA	\$ 10.00
Oil Soap	GL	\$ 30.45
Packing Paper	RL	\$ 53.00
Paper Pad	EA	\$ 2.60
Personal Air Sampling Casette	EA	\$ 1.98
Pine Sol	GL	\$ 22.18
Poly Sheeting 2 mil FR 10'-12'	RL	\$ 58.19
Poly Sheeting 2 mil FR 20'	RL	\$120.18
Poly Sheeting 4 mil FR 10'-12'	RL	\$ 96.00
Poly Sheeting 4 mil FR 20'	RL	\$170.00
Poly Sheeting 6 mil FR 10'-12'	RL	\$163.00
Poly Sheeting 6 mil FR 20'	RL	\$247.94
Respirator Filter (HEPA)	PR	\$ 14.63
Respirator Filter (OVAGH)	PR	\$ 54.00
Respirator Wipes	BX	\$ 18.65
Roof Tar	GL	\$ 61.00
Sanding Disc 5"	BX	\$ 42.35
Scouring Pad	EA	\$ 2.44
Shoe Cover	BX	\$ 90.00
Shrink Wrap	RL	\$ 45.00
Soda (Soda blasting)	BX	\$112.00
Soil, Virgin	BG	\$ 7.85
Soot Sealer	GL	\$101.53
Spray adhesive	EA	\$ 8.50
Spray bottle w/trigger	EA	\$ 4.02
Steel Stud - 3'5/8" X 10'	EA	\$ 43.00
Steel Wool - 0000	EA	\$ 1.00
Surfactant	GL	\$ 64.00
Tackless Strip Guard	BX	\$146.04
Tape - Blue/Green	RL	\$ 14.82
Tape - Caution	RL	\$ 18.70
Tape - Packing	RL	\$ 5.70
Tape - Double Sided	RL	\$ 21.00
Tape - Duct/Vinyl	RL	\$ 13.07
Tarp, 9 x 12	EA	\$ 78.00
Tarp, 12 x 16	EA	\$ 74.00
Tarp, 20 x 30	EA	\$267.00
Towel, Blue Shop	RL	\$ 2.57
Towel, Microfiber Yellow	BX/36	\$ 40.39
Towel, Surgical Blue	LB	\$ 7.67
Towel, Terry Cleaning	LB	\$ 4.31
Thermal Fog Liquid	GL	\$145.20
Tyvek (Polyethylene)	EA	\$ 24.70
Tyvek (White)	EA	\$ 9.46
Utility Knife	EA	\$ 8.00
View Window	EA	\$ 18.00
Waterproof Boots	EA	\$ 52.00
Wood Cream Cleaner	EA	\$ 83.60
Zipper, Peel & Seal	EA	\$ 16.75

DS
[Signature]



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
01/15/2025

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

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

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="795 462 1380 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 462 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="795 514 1380 546">INSURER A: Zurich American Ins Co</td> <td data-bbox="1380 514 1520 546">16535</td> </tr> <tr> <td data-bbox="795 546 1380 577">INSURER B: Everest Indemnity Insurance Company</td> <td data-bbox="1380 546 1520 577">10851</td> </tr> <tr> <td data-bbox="795 577 1380 609">INSURER C:</td> <td data-bbox="1380 577 1520 609"></td> </tr> <tr> <td data-bbox="795 609 1380 640">INSURER D:</td> <td data-bbox="1380 609 1520 640"></td> </tr> <tr> <td data-bbox="795 640 1380 672">INSURER E:</td> <td data-bbox="1380 640 1520 672"></td> </tr> <tr> <td data-bbox="795 672 1380 686">INSURER F:</td> <td data-bbox="1380 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Everest Indemnity Insurance Company	10851	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Jon K Takata Corporation DBA Restoration Management Company 3090 Independence Drive Livermore CA 94551 USA															

COVERAGES **CERTIFICATE NUMBER:** 570110488763 **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.

Limits shown as requested


INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table border="1"> <tr> <td data-bbox="129 861 194 892"><input type="checkbox"/></td> <td data-bbox="194 861 341 892">CLAIMS-MADE</td> <td data-bbox="341 861 479 892"><input checked="" type="checkbox"/> OCCUR</td> </tr> <tr> <td data-bbox="129 955 194 987"><input type="checkbox"/></td> <td data-bbox="194 955 341 987">POLICY</td> <td data-bbox="341 955 479 987"><input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC</td> </tr> <tr> <td data-bbox="129 1018 194 1039"><input type="checkbox"/></td> <td colspan="2" data-bbox="194 1018 479 1039">OTHER:</td> </tr> </table>	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	OTHER:				EF1CE00035241	06/01/2024	06/01/2025	<table border="1"> <tr> <td data-bbox="1096 829 1315 861">EACH OCCURRENCE</td> <td data-bbox="1315 829 1520 861">\$1,000,000</td> </tr> <tr> <td data-bbox="1096 861 1315 892">DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td data-bbox="1315 861 1520 892">\$500,000</td> </tr> <tr> <td data-bbox="1096 892 1315 924">MED EXP (Any one person)</td> <td data-bbox="1315 892 1520 924">\$25,000</td> </tr> <tr> <td data-bbox="1096 924 1315 955">PERSONAL & ADV INJURY</td> <td data-bbox="1315 924 1520 955">\$1,000,000</td> </tr> <tr> <td data-bbox="1096 955 1315 987">GENERAL AGGREGATE</td> <td data-bbox="1315 955 1520 987">\$2,000,000</td> </tr> <tr> <td data-bbox="1096 987 1315 1018">PRODUCTS - COMP/OP AGG</td> <td data-bbox="1315 987 1520 1018">\$2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$25,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A			WC029739607	06/01/2024	06/01/2025	<table border="1"> <tr> <td data-bbox="1096 1302 1266 1333"><input checked="" type="checkbox"/> PER STATUTE</td> <td data-bbox="1266 1302 1520 1333"><input type="checkbox"/> OTHER</td> </tr> <tr> <td data-bbox="1096 1333 1315 1365">E.L. EACH ACCIDENT</td> <td data-bbox="1315 1333 1520 1365">\$1,000,000</td> </tr> <tr> <td data-bbox="1096 1365 1315 1396">E.L. DISEASE-EA EMPLOYEE</td> <td data-bbox="1315 1365 1520 1396">\$1,000,000</td> </tr> <tr> <td data-bbox="1096 1396 1315 1417">E.L. DISEASE-POLICY LIMIT</td> <td data-bbox="1315 1396 1520 1417">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000													
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deductibles shown on Addendum
 The City, its City Council, boards, commissions, officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the City, its City Council, boards, commissions, officials, employees, agents, and volunteers in accordance with the policy provisions of the workers' compensation Policy. Should General Liability, Automobile Liability and workers' compensation Policies be cancelled before the expiration

CERTIFICATE HOLDER

CANCELLATION

The City of Alameda 2263 Santa Clara, Ave. Alameda CA 94501 USA	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 
---	---

Holder Identifier :

570110488763

Certificate No :





LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Jon K Takata Corporation	
POLICY NUMBER See Certificate Number: 570110488763			
CARRIER See Certificate Number: 570110488763	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

date thereof, the policy provisions will govern how notice of cancellation may be delivered to Certificate Holder in accordance with the policy provisions of each policy.

POLICY NUMBER: EF1CE00035-241

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 671 08 18**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:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
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 a "pollution incident" 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".

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: EF1CE00035-241

EVEREST CONTRACTORS ENVIRONMENTAL PLUS
ECG 24 698 09 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE FORM

SCHEDULE

Designated Person or Organization:	Blanket where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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 we will not seek contribution from any other insurance available to the person or organization designated in the Schedule above which you have agreed to insure under this Policy provided that:

- (1) Such person or organization is an insured under this Policy; and
- (2) An "insured contract" requires this insurance to be primary.

All other terms and conditions of this Policy remain unchanged.

INTERLINE
EIL 00 734 09 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION BY US TO THIRD PARTY –
BLANKET**

This endorsement modifies insurance provided under the following:

COMMERCIAL CATASTROPHE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART
EVEREST ENVIRONMENTAL PLUS COVERAGE PART
EVEREST SITE POLLUTION (ESP™) LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
MOTOR VEHICLE POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
SITE SPECIFIC POLLUTION LIABILITY COVERAGE PART

Schedule

30 days before the effective date of cancellation by us we will mail or deliver notice to any third party identified in the list you have provided to us.

The following Condition is added to the policy:

Notice of Cancellation by Us to Third Party

1. If we cancel this policy, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to any third party identified in the list you have provided to us as described below.
2. We will mail or deliver our notice to the third party at the address shown in the list you have provided to us.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. We will not notify any third party not contained on the list you have provided to us.
7. Our failure to notify the third party does not invalidate cancellation as respects you.

You agree that as a condition precedent for us providing such notice, you will:

- a. Provide us with a complete list of each third party, including appropriate designees and complete mailing addresses;
- b. Provide the list to us no less than 7 days from the date we request it; and
- c. Notify us of any changes to the list within 5 business days of such change.

All other terms and conditions of this Policy remain unchanged.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0297398-07	06/01/2024	06/01/2025		09504000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

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

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0297398-07	06/01/2024	06/01/2025	06/01/2024	70134000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS, OTHER THAN MANUFACTURERS OF ASBESTOS, MANUFACTURERS WHOSE COMPONENT PARTS INCLUDE ASBESTOS, OR DISTRIBUTORS OF A PRODUCT THAT CONTAINS ASBESTOS, THAT ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

WC 00 03 13

(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

JACK LONDON SQUARE EXISTING (OAKLAND) OWNER, LLC, 55 HARRISON/ 255 SECOND (OAKLAND) OWNER, LLC, JACK LONDON SQUARE (OAKLAND) OPERATOR, LLC, 466 WATER STREET (OAKLAND) OWNER, LLC, JACK LONDON SQUARE DEVELOPMENT (OAKLAND) OWNER, LLC, JLS F-3 (OAKLAND) OWNER, LLC, CIM GROUP, LLC, THE PORT OF OAKLAND AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, DIVISIONS, SUBSIDIARIES, PARTNERS, MEMBERS, MANAGERS, SHAREHOLDERS, AFFILIATED COMPANY AND MORTGAGEES/LENDERS.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be of the California workers' compensation pre-mium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS AND/OR
ORGANIZATIONS,
OTHER THAN
MANUFACTURERS OF
ASBESTOS,
MANUFACTURERS WHOSE
COMPONENT PARTS
INCLUDE ASBESTOS,
OR DISTRIBUTORS OF
A PRODUCT THAT
CONTAINS ASBESTOS,
THAT ARE
REQUIRED BY WRITTEN
CONTRACT OR WRITTEN
AGREEMENT WITH YOU,
EXECUTED PRIOR TO
THE ACCIDENT OR
LOSS, THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY
YOU FOR THAT PERSON
AND/OR ORGANIZATION

Job Description

ALL CA OPERATIONS

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL PERSONS AND/OR ORGANIZATIONS, OTHER THAN MANUFACTURERS OF ASBESTOS, MANUFACTURERS WHOSE COMPONENT PARTS INCLUDE ASBESTOS, OR DISTRIBUTORS OF A PRODUCT THAT CONTAINS ASBESTOS, THAT ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company