

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of September, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **NICHOLS CONSULTING ENGINEERS (NCE)**, CHTD a Nevada Corporation (, whose address is **1144 65th Street, Suite B, Oakland, CA 94608** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Civil Engineering Clean Water Program services to support City Public Works Department Environmental Services efforts in implementing the City’s Municipal Regional Stormwater Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board (Water Board).
- C. City staff issued an RFP/RFQ on March 17, 2025 and after a submittal period of 22 days received 12 of timely submitted proposals. Staff reviewed the proposals and selected the service providers that best meets the City’s needs.
- D. This agreement utilizes the cooperative purchasing process described in the City’s Administrative Instruction Number 5 (Purchasing Policy) and relies on the successful results of the March 2025 RFP/RFQ efforts to select this service provider.
- E. The City selected this contractor based upon its proven past to successfully provide professional services to the City in its MRP compliance requirements in support of water quality protection practices associated with the operation of the City’s Storm Drainage System.
- F. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- G. Whereas, the City Council authorized the City Manager to execute this agreement on September 2, 2025.
- H. The City and Provider desire to enter into an agreement for on-call Civil Engineering services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the 2nd day of September 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

Compensation for work done under this Agreement, shall not exceed as follows:

FY 25-26 total compensation shall not exceed \$ 120,000
FY 26-27 total compensation shall not exceed \$ 120,000
FY 27-28 total compensation shall not exceed \$ 120,000
FY 28-29 total compensation shall not exceed \$ 120,000
FY 29-30 total compensation shall not exceed \$ 120,000
Total five-year compensation shall not exceed \$ 600,000

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative,

incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner

connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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


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

10. INSURANCE:

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

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

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


Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

its work product.

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial

controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 West Mall Square #110
Alameda, CA 94501
ATTENTION: Echo Lee, Program Specialist
Ph: (510) 747-7949 / elee@alamedaca.gov

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

Nichols Consulting Engineers (NCE), CHTD
Infrastructure Engineering Group
1144 65th Street, Suite B
Oakland, CA 94608
ATTENTION: J. Ryan Shafer, Principal
Ph: (510) 215-3620 / rshafer@ncenet.com

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

City of Alameda
Public Works Department
950 West Mall Square #110
Alameda, CA 94501

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

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's

fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. PREVAILING WAGES:

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

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

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

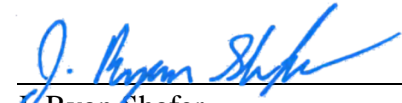
30. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

NICHOLS CONSULTING ENGINEERS
(NCE), CHTD
a Nevada Corporation



J. Ryan Shafer
Principal

CITY OF ALAMEDA
a California Corporation

Jennifer Ott
City Manager



Margot Yapp
President

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Aslanian
Assistant City Attorney

PROPOSAL On-Call Civil Engineering Services



April 7, 2025

Submitted By:



1144 65th Street, Suite B
Oakland, CA 94608
(510) 250-9189



Collaboration. Commitment. Confidence.™

April 7, 2025

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

Proposal – On-Call Civil Engineering Services

Dear Mr. Wikstrom and Members of the Selection Committee:

The City of Alameda (City) is continuing to experience an exciting period of growth with redevelopment of the Naval base and waterfront areas, housing infill projects, upgrades to retail centers, and tourism. As the City grows and evolves, streets, trails, bicycle and pedestrian facilities, parks, buildings, seawalls and shoreline revetments, drainage, and utility infrastructure will require rehabilitation, replacement, and modernization. These improvements will be necessary to support multi-modal transportation, commerce, recreation, the general needs of the community, and adaptation to sea level rise.

NCE is a client-focused professional consulting firm integrating the disciplines of civil engineering, pavement engineering, landscape architecture, science, and regulatory compliance and environmental services firm. The NCE team sees our primary role on this on-call service area to be a partner with the City in providing sustainable and fiscally responsible solutions and designs for capital improvement projects on an as needed basis. We know that City staff are busy therefore need a consultant team that is highly responsive and self-initiating and is capable of moving design projects forward with less effort and time from City staff.

As a resident, Ryan Shafer, our Principal and proposed Project Manager for this on-call contract, has a close connection with the City, its staff, and projects in Alameda. Having lived in Alameda for 20 years, Ryan knows the local issues, has children in Alameda schools, is an avid bicyclists and runner in the City, is working currently with City staff on , roadway rehabilitation and maintenance, complete streets, and park facilities, and is always looking for ways to help the City in any way he can. The NCE team provides the following benefits and distinguishing features to deliver the City's projects:

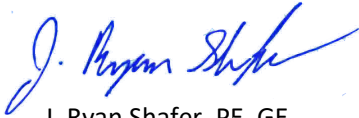
- Existing proven collaborative relationship with City of Alameda (City) staff on complete streets, roadway rehabilitation and maintenance, pedestrian pathways, and green infrastructure and Bay Area Municipal Regional Permit (MRP) compliance.
- Experience designing thousands of roadways including complete street design throughout California.
- Tailored designs that balance practical and buildable solutions, sustainability and green infrastructure, multimodal transportation needs, safety, and community needs.
- Integrated landscape architecture practice distinguished by multi-disciplinary approach.
- Experience with infrastructure design and maintenance along shorelines with sea level rise considerations.
- Successful completion of numerous federally-funded projects obtaining E-76 for Construction.
- Interdisciplinary approach integrating in-house pavement management, civil and pavement design, regulatory compliance, and environmental services.

1144 65th St., Suite B
Oakland CA 94608
(510) 215-3620

The NCE team is prepared to continue to deliver on the City's capital improvement projects. As a Principal with NCE, I am authorized to sign contracts on behalf of NCE and will be the point of contact should you have questions, as well as the person who will receive task orders and correspondence. I can be reached via phone at (510) 215-3620 or email at RShafer@ncenet.com. NCE looks forward to your favorable review of our qualifications and the opportunity to continue working with the City of Alameda.

Sincerely,

NCE



J. Ryan Shafer, PE, GE
Principal



Table of Contents

A. Description of Organization, Management and Team Members..... 1

 Roles and Responsibilities..... 2

 Ryan Shafer, PE, GE | Project Manager 2

 Franz Haidinger, PE | QA/QC Manager..... 2

 Victor Lemus, PE | Civil Engineering Lead/Caltrans E-76 2

 Sara Dowling, EIT | Civil Engineering Lead 3

 James Signore, PhD, PE | Pavement Design Lead..... 3

 Vijay Pulijal, PE, PMP | Pavement Asset Management Lead..... 3

 Matthew Gaber, PLA | Landscape Architecture 3

 Christine Davis, PE, PH, CFM | Hydrology and Hydraulics/ Stormwater 3

 Gail Ervin, PhD | CEQA/NEPA Lead..... 3

 Cord Hute | Regulatory Compliance/ Permitting 3

 Rob Rees, PE | Fehr and Peers | Traffic and Electrical Engineering 4

 Shawn Clark | Psomas | Subsurface Utility Detection 4

 Charles Weakley, PLS | Mountain Pacific Survey | Survey and Mapping..... 4

 Staff Availability 4

B. Organization Qualifications 1

 Proximity to the Project..... 3

 Subconsultants..... 4

C. References, Related Experience and Examples of Work 5

 On-Call Civil and Environmental Services for the City of Alameda, CA 6

 Grand Street OBAG 2 Rehabilitation Project | City of Alameda, CA 6

 Alameda Annual Paving Project Phase 43 | City of Alameda, CA..... 7

 Clean Water Program Support & Municipal Regional Permit Compliance | City of Alameda, CA..... 8

 2017-2023 Annual Overlay/Rehabilitation, Pavement Design, and PS&E Projects | City of San Leandro..... 8

 Rumrill Blvd Complete Streets and Green Infrastructure | City of Richmond, CA..... 10

 Marina Streets Rehabilitation Project and CEQA | City of Berkeley, CA 11

 Pavement Rehabilitation/Maintenance, and Bikeway Improvements | Presidio Trust of San Francisco 12

D. Willingness to Comply with the Proposed Agreement Terms 14

Fee Schedule 15

Appendices

- A Resumes



A. Description of Organization, Management and Team Members

NCE brings a collaborative and problem-solving mentality, serving as partners with Cities to improve community streets. As Project Manager and resident of Alameda, Ryan Shafer, PE, GE, will continue to be the primary point of contact, and his style of management is to communicate regularly with the City on projects. As a resident of Alameda since 2005, Alameda is particularly special to Ryan and is ready and willing to assist the City. Ryan is very familiar with the transportation network; traffic demands and conditions on and off the island and need for modernization of infrastructure to meet City Vision Zero policies. He is also aware of the opportunities and challenges with maintaining streets and infrastructure particularly at the former Naval Base, how to effectively manage the City’s pavements with new treatment strategies balancing cost and performance, addressing multi-modal design, and the City vulnerabilities to sea level rise, tides, wave run-up, and general drainage and stormwater treatment issues.

Ryan has over 25 years of civil design and project management experience, including engineering projects related to complete streets, street maintenance and rehabilitation, infrastructure asset management, bike and pedestrian facilities, transit facilities, trails, parking areas, recreation areas and parks, ADA compliance, drainage, site development, and utilities. Ryan is an experienced Principal and Project Manager that is highly skilled in managing interdisciplinary teams of engineers, scientists, and planners.

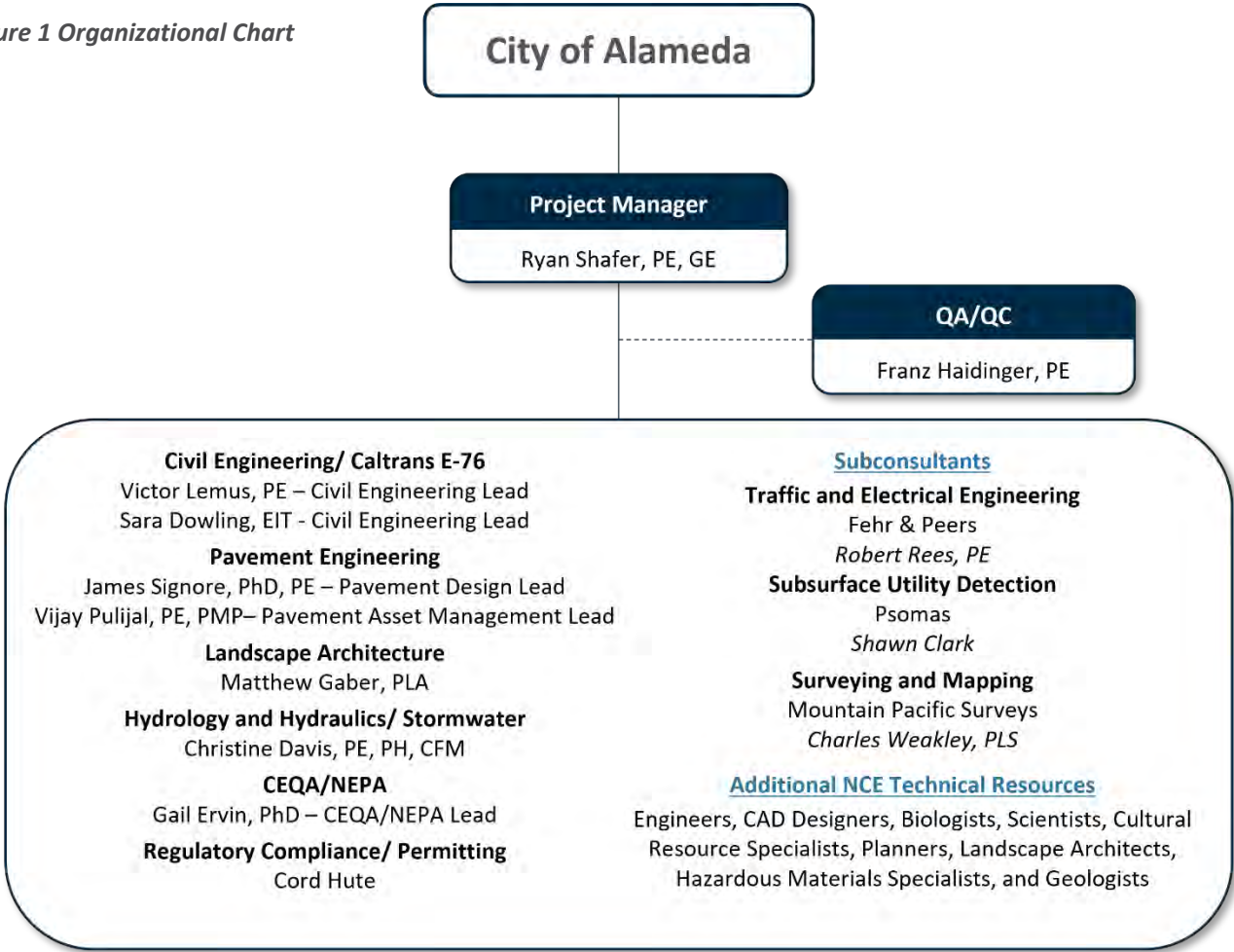
We have assembled a team of professionals with demonstrated experience providing the services for similar and relevant types of projects such as civil design, landscape architecture, pavement asset management, pavement testing and design, hydrology and hydraulics for stormwater assessment and design, environmental documents (CEQA/NEPA) including Caltrans NEPA Clearance and E-76, regulatory compliance and permitting, as well as hazardous materials and contamination of groundwater and soils from past land uses.

We have also, as you might say kept the band together and maintained the same dedicated team, we have been working on the **Grand Street Rehabilitation and Complete Street Project and the Annual Paving Project Phase 43 with Fehr & Peers as our traffic engineer** who can assist with all traffic engineering elements on complete street projects from planning to design. NCE has worked successfully on numerous street rehabilitation and complete street projects with Fehr & Peers over the last 15 years and hold their staff in high regard as they work seamlessly as an extension of our staff.

Our key personnel will be available as projects arise throughout this contract. In addition to our key personnel, the NCE team includes a variety of technical professionals who will support our key staff in delivering multidisciplinary projects. The organization chart below shows our overall team structure and defines relationships among disciplines and tasks. Qualification summaries for key personnel follow and their resumes are provided in the Resumes section of this document.



Figure 1 Organizational Chart



Roles and Responsibilities

Ryan Shafer, PE, GE | Project Manager

Serving as Project Manager, Ryan will be responsible for overseeing the project through all phases and ensuring that the proper resources are available to deliver the project successfully. Ryan is committed to supporting the City with technical advice, successful project delivery, and cost-effective engineering solutions that emphasize recycling and green infrastructure. He is well-versed in the City's transportation network, bicycle and pedestrian facilities, and infrastructure needs, including those at the former Naval Base.

Franz Haidinger, PE | QA/QC Manager

Franz will be responsible for implementing NCE’s quality assurance management program for the projects related to this on-call. He will address quality control and quality assurance procedures and expectations for each team member and will provide the quality assurance review and its documentation of the documents that will be submitted to the client.

Victor Lemus, PE | Civil Engineering Lead/Caltrans E-76

Victor will lead and direct the design team, technical, and administrative project team, managing changes to scope, cost, and schedule of project work. He will coordinate priorities and resources between multiple projects and prepare and

update project plans and status reports, facilitate the implementation of the policies and procedures related to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, and prepare Caltrans E-76 documents.

Sara Dowling, EIT | Civil Engineering Lead

Sara will lead and direct the design team, technical, and administrative project team, managing changes to scope, cost, and schedule of project work. She will coordinate priorities and resources between multiple projects and prepare and update project plans and status reports.

James Signore, PhD, PE | Pavement Design Lead

James will be responsible for reviewing all pavement design and materials related aspects on this on-call, including the use of the latest economical treatment methods and materials, and review of technical specifications related to hot mix asphalt (HMA) concrete, surface seals, crack sealing, and pavement recycling. This may include input in the scoping phase, project coordination, technical planning and discussions with pavement engineering staff, and analysis and report assistance and reviews. His responsibility will be to ensure that deliverables to the City will be consistent with City needs and scopes of work. James will work with Vijay Pulijal to facilitate this process.

Vijay Pulijal, PE, PMP | Pavement Asset Management Lead

Vijay will lead pavement asset management efforts for this on-call, leveraging data-driven strategies to optimize the City's pavement preservation and rehabilitation plans. Vijay will work closely with James Signore (Pavement Design Lead) to ensure asset management strategies align with pavement design considerations, delivering practical and cost-effective solutions. He will also collaborate with Ryan to execute project objectives efficiently while maintaining consistency with the City's goals.

Matthew Gaber, PLA | Landscape Architecture

Matthew, Principal Landscape Architect, will guide a team of Landscape Architects and graphic designers. Specific tasks will involve developing scopes and fee estimates, identifying and scheduling visual resources staff, managing conformance with Caltrans Visual Impact requirements if applicable, and ensuring visual impact deliverables meet NCE's quality standards.

Christine Davis, PE, PH, CFM | Hydrology and Hydraulics/ Stormwater

Christine will be responsible for hydrologic and hydraulic modeling related to stormwater management, floodplain management, erosion control management, and stream restoration.

Gail Ervin, PhD | CEQA/NEPA Lead

Gail will prepare CEQA/NEPA scopes of work, schedules, and budgets, coordinate the integration of technical studies, and ensure that CEQA/NEPA and if applicable Caltrans deliverables are technically sound and meet quality, schedule, and budget objectives.

Cord Hute | Regulatory Compliance/ Permitting

Cord will lead and direct the technical and administrative permitting and resources team, managing scope, cost, and schedule of resource technical work, permit applications and agency coordination. He will ensure that deliverables are technically sound and meet quality, schedule, and budget objectives.

Rob Rees, PE | Fehr and Peers | Traffic and Electrical Engineering

Rob will serve as lead on traffic engineering and electrical engineering design and support, overseeing the Fehr & Peers team's work on this contract. As a leader and Principal with Fehr & Peers Bay Area traffic engineering practice, Rob is uniquely positioned to provide NCE and the City with access to Fehr & Peers' experts in all areas of transportation planning and engineering. Rob will help evaluate the need for traffic engineering support on all applicable task orders.

Shawn Clark | Psomas | Subsurface Utility Detection

Shawn will be the Utility Detection Manager responsible for providing subsurface utility services. His duties will be to coordinate with NCE and the City on a day-to-day basis to convey any changes to the utility detection crews, to pass along progress reports, and to relay any the challenges the utility detection crews may be encountering.

Charles Weakley, PLS | Mountain Pacific Survey | Survey and Mapping

Charles will be the Project Surveyor on this contract. He will be responsible for overall project management, scheduling of field crews, data research, coordination between Mountain Pacific Surveys and other team members, and final document production of mapping products associated with road infrastructure projects.

Staff Availability

The City can expect that Ryan Shafer will be the Project Manager throughout the duration of this contract. NCE routinely works together as an integrated team on many other projects. Our team has the depth of resources available to complete the necessary work and meet project deliverable milestones. The key personnel identified in this proposal will be available to the extent required for the duration of this contract and are ready to begin work with the City.



City of Alameda
On-Call Civil Engineering Services

B. Organization Qualifications

Founded in 1990, NCE, a local Alameda and Contra Costa County firm, is a client-focused professional consulting firm integrating the disciplines of engineering, science, and planning to address the infrastructure and resources challenges facing our communities today and in the future. Over 85% of NCE's work is on public works projects with local public entities.

Complete Streets. We understand the importance of incorporating and designing complete streets elements, such as bulbouts, landscaping, green infrastructure (e.g., bioretention), bus transit improvements, lighting, restriping, road diet, buffered and separated bike lanes, and dedicated bike lanes, into street improvement projects – making them safe for multi-modal users, including transit riders, motorists, bicyclists, and pedestrians. **We are working on complete street designs for the City of Alameda (Grand Street and Annual Paving Project Phase 43), City of Richmond, City of San Leandro, and City of Oakland as part of the many rehabilitation projects that we are leading.** When rehabilitating or designing complete streets, NCE meets with our clients to discuss options to improve safety and overall user experience, whether it is crossing the street, bicycling to work, or calming/slowing traffic.

Civil Design. NCE's civil and pavement design engineers and technicians are experienced in developing plans, specifications, and engineer's cost estimates (PS&E) for many City, County, and State rehabilitation and complete street projects. The benefit of this experience to the City is that we thoroughly understand the cost and community impacts of our recommended designs. NCE staff pride themselves in thinking about how construction will impact a neighborhood, a busy arterial, or pedestrian bicycle traffic and access. Our civil engineers are well versed in civil design elements that include bike and pedestrian safety improvements, drainage improvements such as stormwater run-off reduction with bio-retention basins, landscape and planter improvements, ADA curb ramps and sidewalks, curb and gutter, traffic striping and signs, and utility relocation and have expertise in the latest guidelines from Caltrans, FHWA, and NACTO.

Pavement Design. Pavement design and PS&Es for maintenance, rehabilitation, and reconstruction are NCE's specialty. We offer unrivaled experience and expertise with pavement treatment alternatives. We have designed thousands of roads and trails throughout California. Our expertise in pavement treatment alternatives includes, but is not limited to, cost saving, cutting edge, and green/sustainable paving technologies, such as warm mix asphalt and in-place recycling technologies. We consider many factors during pavement design, including cost, performance, future maintenance, traffic, access, pavement section properties, geometric constraints, and climate, including shaded areas and drip lines. NCE has comprehensive knowledge of both the Greenbook and Caltrans Standard Plans and Specifications, which are most commonly referenced throughout California towns and cities.



Collaboration. Commitment. Confidence.SM

35
YEARS STRONG



EMPLOYEES
130

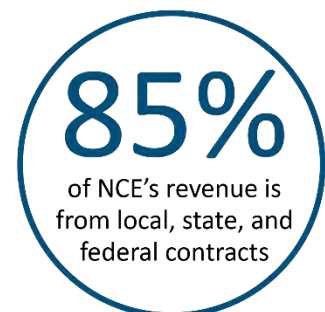
Project Offices:

1144 65th Street, Suite B
Oakland, CA 94608
P: (510) 250-9189

1003 West Cutting Blvd., Suite 110
Pt. Richmond, CA 94804
P: (510) 215- 3620

Additional Office Locations:

Reno, NV
Lake Tahoe, NV
Sacramento, CA
Anaheim, CA



ncenet.com

ADA Compliance. NCE has a depth of experience in standards for accessible design, including design of curb ramps, sidewalks, and accessible paths of travel, maximum running slope for crosswalks, and traffic striping and signage. Pavement striping and markings should also be compliant with ADA regulations. NCE has vast experience restriping high visibility crosswalks and limit lines to allow for safe pedestrian crossing across roadways. In the City of Oakland, we have inventoried and checked ADA attributes for over 18,000 curb ramps and have designed in the last year 100's of curb ramps for various agencies throughout the East Bay.

Knowledge of Concrete Materials and Infrastructure. One of the key decisions the City of Alameda will need to make is on rehabilitation strategies of concrete streets and slabs that are throughout the former Naval Base streets, runways, and hangar aprons. Removal and replacement of these concrete pavements is an involved endeavor not to mention costly considering removal and disposal, constructing a new pavement section, and potential for contaminated soils issues and disposal. Our concrete pavement design experience and latest research will be leveraged to preserve these concrete pavements and extend the pavement life with a variety of less costly treatment strategies based on structural analysis of the pavements and pavement design.

Pavement Management. NCE has extensive experience evaluating and implementing pavement management systems for numerous public agencies throughout California and the west coast. We are a nationally recognized pavement specialty firm, with broad capabilities and expertise in pavement management. We provide pavement management services and are proficient with most software currently in use, including PAVER™, StreetSaver®, and Cartegraph, which account for 76% of all California agencies. We have successfully implemented PMP for numerous cities and can assist the City to plan a regional multi-year capital improvement program more effectively. We are active in over 10 pavement-related (including pavement and asset management) committees at the Transportation Research Board, a national research organization. NCE's prior project experience with hundreds of other cities on PMP and pavement design allows us to deliver accurate, reliable, consistent pavement data that may then be used by the City to develop pavement strategies and make future funding decisions.

Landscape Architecture. NCE's staff of licensed landscape architects provide landscape architectural, urban design, presentation graphics, renderings, and planning services to our clients during the design phase, permitting, and construction. NCE's landscape staff specialize in complex urban projects that require patience, vision, and an ability to listen closely to the community, park users, funders, agency staff and elected officials combined with an extensive knowledge of the policies, building codes and legislation.



Green Infrastructure. NCE's Engineers and Landscape Architects incorporate Green Infrastructure elements into their projects to provide communities with healthier public spaces, visually appealing streetscapes, enhanced pedestrian experience, storm water quality/management, reduced impervious pavements and minimize the impacts of climate change. Specific techniques include the adaptive reuse of tires as a component of rubberized cape seals and hot mix asphalt, reducing heat island impacts with the use of light aggregate and replacing impervious pavements with permeable pavers within parkways. With an innovative approach, NCE's landscape architects worked with South San Francisco on its Green Infrastructure Program to study opportunities to integrate a range of green infrastructure elements.

Hydrologic and Hydraulic Analysis. Our hydrologists and hydraulic engineers are practiced with the latest methods and modeling software and have assisted our clients with drainage analysis, hydraulic modeling, water quality modeling, infrastructure planning, and storm drain design. NCE has a depth of knowledge in performing hydrologic, hydraulic, and sediment transport analyses and modeling for the design and maintenance of storm drain and flood control improvements and systems, roadways, bridges, and culverts.



Experience Working with Caltrans on Federally-Funded Projects. NCE delivered more than 20 federally-funded projects that required obtaining Caltrans' Authorization to Proceed with Construction (E-76), including recent projects for the **Cities of Alameda, Pittsburg, Richmond, San Pablo, Capitola, Sunnyvale, Pleasant Hill, Pittsburg, San Ramon, South San Francisco, Oakley, and Orinda.** NCE has extensive experience with encroachment permits, right-of-way, and PS&E certification phases of the E-76 process and obtaining environmental clearance.

CEQA/NEPA. NCE staff bring over 30 years of experience completing the full range of CEQA/NEPA documentation throughout the state, no matter the setting - small towns, big cities, rural areas, and counties. Our diverse Northern California projects include municipal infrastructure, infill/brownfields redevelopment, affordable housing, Caltrans-assisted roadway, parks and trails projects, habitat restoration, downtown high-rise, historic adaptive reuse, and master and specific plans.

Regulatory Compliance. NCE has established long-term relationships with local, state, and federal regulatory agencies. We are fluent in the Caltrans Highway Design Manual, Caltrans Local Assistance Procedures, Caltrans 2025 Standard Specifications and Plans (including the latest Standard Special Provisions), California DTSC, California Regional Water Quality Control Board (RWQCB), State Water Resources Control Board, U.S. Environmental Protection Agency (USEPA) Region 9, OSHA, U.S. Army Corps of Engineers, San Francisco Bay Conservation and Development Commission (BCDC), city and county utility departments, California Department of Fish & Wildlife, U.S. Fish & Wildlife, CERCLA, NEPA, and CEQA procedures.

Hazardous Materials. NCE has provided environmental services for many public agencies in the Bay Area. These projects have included bridge, roadway, and other infrastructure related projects with issues, including aerially deposited lead, asbestos in building materials, PCBs, fuels, solvents, underground storage tanks, and heavy metals. NCE's depth of experience includes supporting permitting and negotiations with County environmental departments, California Department of Toxic Substances Control, Bay Area Air Quality Management District, and California Regional Water Quality Control Board (RWQCB). NCE manages and performs environmental engineering projects that include site remediation and monitoring, knowledge of leading-edge techniques and emerging laws, and understanding of municipal agencies and their regulatory compliance and permitting needs for complex projects.

Proximity to the Project

This contract will be managed and primarily conducted from our Oakland office and Point Richmond offices, of which the Oakland office is located about 9 miles from the City's office. Our Richmond office is also very close to the City's offices and has 25 staff to help facilitate projects. Additionally, NCE has over 120 employees available on an as-needed basis depending on service disciplines required from our Sacramento, and Anaheim, California offices, as well as from our Reno and Lake Tahoe, Nevada offices. We can respond and be at the City's offices or project site within an hour if needed, particularly in the case of emergency response as we have done for many of our other key clients.

Subconsultants

Fehr & Peers is a trusted teaming partner that we have worked with for the last 15 years and will provide traffic engineering services if required (e.g., traffic studies, assessments, signal design) and is well experienced providing these services on pavement rehabilitation and complete street projects throughout the Bay Area. Traffic engineering services might include design/review of more complicated bicycle and pedestrian improvements, signalization upgrades, road diets or reconfiguration of traffic lanes, and/or traffic control plans. Fehr & Peers brings national expertise in pedestrian safety, innovative bicycle planning, transit planning, and best practices in complete streets implementation.



Psomas with over 70 years of experience is a trusted teaming partner for providing subsurface utility detection and location services. Psomas is a firm with noted expertise in subsurface utility engineering, mapping, and locating utilities with non-invasive geophysical techniques such as ground penetrating radar. Psomas will also provide utility potholing in the event there are key location where critical utility facilities require greater accuracy or verification.



Mountain Pacific Surveys (MPS) is also a longstanding teaming partner that has worked with NCE on civil engineering and infrastructure project throughout the Bay Area over the last 15+ years and can complete topographic surveys on planned capital improvement projects for example this could include streets with geometric changes related to grading/reconstruction, road diets, pedestrian and sidewalk areas, and drainage improvements if needed. MPS has provided design level topographic surveying and right-of-way mapping for approximately 100 miles of street reconstruction and pavement repair projects for numerous public agencies.





City of Alameda
On-Call Civil Engineering Services

C. References, Related Experience and Examples of Work

NCE can offer our experience designing thousands of roads throughout California, including recently in Alameda, Oakland, Berkeley, Davis, Pacifica, Richmond, San Pablo, San Leandro, Belmont, Walnut Creek, Pittsburg, Oakley, Santa Rosa, San Mateo, Moraga, South San Francisco, Los Gatos, The Presidio, Sunnyvale, Martinez, Daly City, Los Gatos, and Capitola. NCE has a proven record of success in delivering projects within the established construction budget and on-time as shown in the “Cost Estimating Accuracy” table below that summarizes a list of similar projects completed within the last five years.

NCE’s Cost Estimating Accuracy (Bay Area Focus)

Contracting Agency and Project Title	Date	Engineer’s Estimate (\$M)	Construction Cost (\$M)
Presidio Trust Pavement Rehabilitation Plus	2024	\$10.93	\$10.46
City of San Leandro Rehabilitation Phase for Annual Paving	2024	\$2.76	\$3.55(one bidder)
City of SSF Patching and Seal Project	2024	\$.61	\$.52
City of Walnut Creek Locust Street Rehabilitation	2024	\$2.28	\$2.15
City of San Mateo Citywide Street Rehabilitation Package 5B	2024	\$4.26	\$4.31
City of Martinez 2023-24 Pavement Rehabilitation Project	2024	\$3.98	\$3.40
City of Martinez Pavement Rehabilitation	2023	\$1.72	\$2.02
City of San Leandro Surface Seal	2023	\$7.12	\$8.38
City of Richmond SSFM Project	2023	\$2.92	\$2.34
City of San Ramon 2023 Pavement Rehabilitation Project	2023	\$2.40	\$3.08
Mariposa County Sanitary Sewer Improvements	2023	\$1.85	\$1.07
City of San Mateo Phase 4 Pavement Reconstruction	2023	\$5.59	\$6.26
City of Pacifica Pavement Resurfacing Project	2023	\$1.35	\$1.60
City of Martinez Surface Seal Project	2023	\$0.85	\$0.70
City of Walnut Creek South Main Street Rehabilitation	2023	\$2.63	\$2.38
City of Concord Oak Grove Road Rehabilitation	2022	\$1.14	\$1.04
City of San Leandro Curb Ramps Project	2022	\$2.6	\$2.7
City of Portola Valley 2022 Resurfacing Project	2022	\$2.8	\$2.1
City of South San Francisco 2022 Pavement Rehabilitation (West Package)	2022	\$10.9	\$9.5
City of South San Francisco 2022 Pavement Rehabilitation (East Package)	2022	\$6.8	\$6.5
City of San Leandro Annual Street Overlay/Rehabilitation Phase 1	2022	\$4.7	\$4.9
City of San Mateo Smooth Streets Program Phase 4 and 5	2022	\$7.9	\$1.6
City of Pacifica 2022/23 Pavement Resurfacing Project	2022	\$1.2	1.2
City of Richmond Yellow Brick Road Complete Street	2021	\$7.2	\$6.8
City of San Pablo Rumrill Blvd. Complete Streets and Green Infrastructure	2021	\$14.6	\$15.0
City of Belmont Street Reconstruction Project	2021	\$2.1	\$2.1
City of Richmond Castro Ranch Road Rehabilitation Project	2021	\$3.4	\$3.1
Presidio Trust Pavement Rehabilitation and Maintenance Project	2021	\$4.8	\$4.8

Contracting Agency and Project Title	Date	Engineer's Estimate (\$M)	Construction Cost (\$M)
City of South San Francisco 2019/20 Surface Seal Project	2020	\$2.5	\$2.2
City of South San Francisco 2020 Pavement Rehabilitation Project	2020	\$2.2	\$2.2
City of South San Francisco OBAG 2 Street Rehabilitation Project	2020	\$1.2	\$1.3
City of Walnut Creek Parkside and Broadway Rehabilitation Project	2020	\$1.9	\$1.8
County of Moraga 2020 Pavement Rehabilitation Project	2020	\$1.5	\$1.4
City of Berkeley Measure M Street Rehabilitation 2019	2019	\$5.4	\$5.2
City of Sunnyvale Pavement Rehabilitation 2019	2019	\$1.4	\$1.1
City of San Leandro Annual Street Overlay/Rehabilitation 2018/19	2019	\$10.1	\$10.2

The following pages provide project examples that NCE and NCE personnel have successfully delivered to our local clients within the last five years that demonstrate the civil and pavement PS&E, project management, as well as grant funding and construction support services performed on similar projects. Some of these projects were derived from municipal on-call contracts and further showcase our firm's pertinent expertise, experience, and capabilities that we can provide to the City.

On-Call Civil and Environmental Services for the City of Alameda, CA

The City of Alameda has retained NCE to provide on-call engineering and environmental services since 2015. These services have included civil engineering, pavement engineering, environmental review, CEQA/NEPA, hazardous materials, and preliminary biological resources screening. A few projects are described in the following paragraphs.

Grand Street OBAG 2 Rehabilitation Project | City of Alameda, CA (2021 – present)

Scott Wikstrom, PE | (510) 747-7937 | swikstrom@alamedaca.gov

Ali Hatefi, PE | (510) 747-7972 | ahatefi@alamedaca.gov

The NCE team worked closely with public works and planning staff to complete pavement and civil design and E-76 documents for the Grand Street Rehabilitation Project. The section of Grand Street from Encinal Avenue to Shoreline Drive is an important major collector street that serves as a north-south connector for neighborhood streets, schools, recreational sports fields, shoreline beach access, and South Shore Center.

The project evolved from a street rehabilitation project into a very comprehensive complete streets project that now includes parking protected two-way cycle tracks, ADA compliant curb ramps and pedestrian crossings, new lighted pedestrian crossings, minor drainage improvements, transit islands, and curb and gutter repairs.

NCE worked closely with City staff presenting safety improvements to the local community, Transportation Commission, and City Council. As part of community outreach and presentations to City Council and the Transportation Commission, NCE developed renderings and roll plot style graphics to support City staff and present project details to the public.

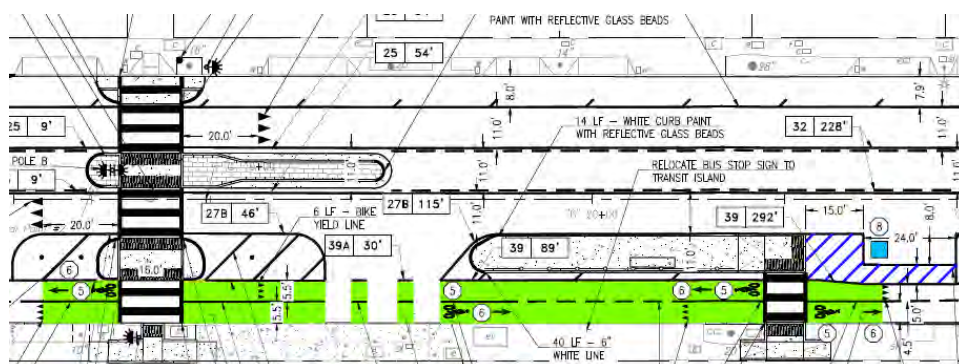
NCE is now working on the second phase of this project to design and construct a raised two-way separated bikeway including traffic lane modifications, high visibility crosswalk and pedestrian crossing enhancements, stormwater improvements, and ADA compliant curb ramps, pedestrian crossings, and parking.

Funding Source: OBAG 2, Local Funding

Key Personnel: J. Ryan Shafer (Principal/Project Manager), Franz Haidinger (Principal/QA/QC Manager), Sara Dowling (Civil Engineering Lead), Victor Lemus (Senior Civil Engineer) James Signore (Lead Pavement Engineer), Debaroti Ghosh (Pavement Design), and Gail Ervin (Environmental Lead)

Subconsultants: Fehr & Peers and Parametrix (Traffic Engineering), Mountain Pacific Surveys (Topographic Surveying), Psomas (Utility Location).

Schedule and Performance: Tracking schedule with changes in budget based on requested additional services.



“NCE provided design services for the City of Alameda Grand Street Safety Improvements and Pavement Rehabilitation project. This project included federal OBAG2 grant funds, and the NCE team was instrumental in assisting city staff successfully navigate the Caltrans federal aid process.

In addition, the NCE team provided excellent technical analysis and design, and the team was able to adapt the plans as the project goals changed as a result of public input. As the Project Manager, Ryan Shafer communicated effectively with city staff to ensure alignment between the project scope, schedule, and budget.”

– Robert Vance, Former Deputy Director City of Alameda Public Works

Alameda Annual Paving Project Phase 43 | City of Alameda, CA (2024 – present)

Scott Wikstrom, PE | (510) 747-7937 | swikstrom@alamedaca.gov

Ali Hatefi, PE | (510) 747-7972 | ahatefi@alamedaca.gov

NCE is currently completing the design of the City’s Annual Paving Project Phase 43 with a total estimated budget of approximately \$6 million. As part of the Annual Paving Project, the City is planning to resurface streets within and nearby Bay Farm Island with a combination of rubberized cape seals, slurry seals, microsurfacing, multi-layer seals, conventional overlays, and surface reconstructs

This year’s annual paving program is geared towards routine maintenance and striping replacement, however, on the three arterial street corridors for Maitland Drive, Mecartney Road, and Aughinbaugh Way, the NCE team developed more intensive improvements for bicycle and pedestrian safety including buffered and separated bicycle lanes, RRFB pedestrian crossings, pedestrian crossing enhancements, lane modifications, a modular roundabout, and transit facility improvements.

Funding Source: Local Funding

Key Personnel: J. Ryan Shafer (Principal/Project Manager), Franz Haidinger (Principal/QA/QC Manager), Sara Dowling (Civil Engineering Lead), Edith Rodriguez (Staff Engineer), James Signore (Lead Pavement Engineer), Sampat Kedarisetty (Pavement Design).

Subconsultants: Mountain Pacific Surveys (Topographic Surveying), Fehr and Peers (Traffic Engineering and Studies).

Schedule and Performance: Tracking schedule for spring bidding

Clean Water Program Support & Municipal Regional Permit Compliance | City of Alameda, CA (2021 – present)**Jim Barse | (510) 747-7950 | jbarse@alamedaca.gov**

The City of Alameda is a Phase I MS4 permittee under the Bay Area Municipal Regional Permit (MRP). The City's Clean Water Program is currently administered by a small staff who are responsible for managing the program and all MRP requirements. NCE has been the City's on call stormwater consultant since 2015 working on a variety of stormwater planning, compliance, and reporting priority needs.

Our work includes assisting the City to comply with MRP Provisions C.10 (Trash Load Reduction) and C.3 (Green Infrastructure Planning and Implementation), as well as annual reporting, engaging with the Alameda Countywide Clean Water Program, and geospatial technical support. Specific trash load reduction support has focused on planning and siting full trash capture devices, delineating contributing drainage areas, managing geodatabases, updating baseline mapping, and conducting analysis to inform annual reporting and compliance with interim trash reduction requirements.

NCE has taken a practical approach to supporting the City that focuses on identifying the most cost-effective and maintenance friendly solutions. One example of this is where NCE facilitated interdisciplinary meetings with the City's Maintenance, Public Works, and Clean Water Program staff to identify key locations for the cost effective installation of full trash capture devices. In addition, NCE assisted the City in responding to a letter received from the Water Board at the "eleventh hour" that required the City to identify additional measures for trash capture compliance. Our team quickly adapted our scope and priority tasks to tailor a rapid evaluation of the areas in question and develop a comprehensive and legally defensible response to the Water Board, which was delivered on-time and within the original budget.

Additionally, NCE developed the City's Green Infrastructure Framework and Green Infrastructure Plan to address post construction and TMDL requirements. Using our knowledge of the City as an organization, its local priorities and infrastructure, has allowed NCE to make achievable recommendations on how the City will comply with Green Infrastructure requirements. NCE's work has increased collaboration among staff, led to cost savings within the capital and maintenance funds, and created a proactive MRP compliance strategy for the City.

Funding Source: Local Funding

Key Personnel: Jason Drew (Principal Engineer and Project Manager), Catrina Vaz (Project Scientist)

Schedule and Performance: Ongoing

2017-2023 Annual Overlay/Rehabilitation, Pavement Design, and PS&E Projects | City of San Leandro, CA (2017 – 2022 and on-going)**Nick Thom, PE, Deputy Public Works Director | (510) 577-3431 | nthom@sanleandro.org**

Since 2017, NCE has prepared pavement design and construction documents for their annual overlay/rehabilitation and maintenance programs, with the latest program in 2021/23. These projects include complete street elements, typically with construction ranging from \$5 to \$7 million.

Specific scope of work has included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, full-depth reclamation, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and Class IV bike lanes. The design of traffic calming bulbouts were prepared for two streets where NCE analyzed vehicle turning capabilities and impacts to surface drainage. NCE submitted and managed three encroachment permit

applications with California Department of Transportation (Caltrans) as the project encroached on three state routes. NCE's Engineer's Cost Estimate matched the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work.

NCE has also assisted the City in rehabilitating a wide variety of streets with specific treatments designed to address the distresses and other project constraints.

Funding Source: Measure B and Measure BB and Local Funding

Key Personnel: Ryan Shafer (Principal), Jenny Van Dyke (Project Manager), Franz Haidinger (QA/QC), James Signore (Pavement QA/QC), Mei-Hui Lee (Senior Engineer), Debaroti Ghosh (Pavement Engineer), Maria Paola Murillo (Staff Engineer)

Subconsultants: Fehr & Peers (Traffic Engineering), Mountain Pacific Surveys (Topographic Surveying), and Psomas (Utility Location).

Schedule and Performance: The PS&E packages have been submitted within budget and on schedule.

"NCE provided design services for our 17-18 street rehabilitation project. They stand out for their evaluation of structural condition of existing pavement and rehabilitation options. They are also notable for their effective management of the project; their efforts reduced the time our project engineer had to spend on the project."

– Nick Thom, Senior Engineer, City of San Leandro



Rumrill Blvd Complete Streets and Green Infrastructure | City of Richmond, CA (2019-2024)**Allan Panganiban, PE Public Works Director, City Engineer | (510) 215-3062 | allanp@sanpabloca.gov**

This high-profile project transformed over a mile and a half of Rumrill Boulevard from a multi-lane auto centric corridor into a tree lined, pedestrian friendly multi-modal street with a road diet and to add Class IV bikeways in both directions of travel by reducing the number of through travel lanes in both directions and adding left or right turn pockets along the corridor. Related improvements included widened bus stop landings, buffered bike lanes, increasing parking, and video detection at traffic signals for vehicles and bicycles. The project also includes sidewalk widening, shortened and enhanced crosswalks, bus shelters, lighting improvements, concrete ADA improvements (curb ramps, sidewalks, driveways, and medians), asphalt roadway resurfacing and regrading for ADA compliance, rectangular rapid flashing beacons, storm drain facility improvements and relocation, green stormwater infrastructure, and street landscaping improvements.

A critical element of the project was integrating significant Green Stormwater Infrastructure (GSI) to improve localized drainage and achieve targets set by the Municipal Regional Permit. GSI facilities included approximately 14,000 sf of bioretention basins throughout the street corridor treating approximately 9 acres of development focused on reducing pollutants of concern including PCBs, mercury, and trash. The project also included 250 tree plantings in accordance with the California Natural Resources Agency Urban Green grant. NCE prepared plans, specifications, and estimates and supported the City through bidding and construction.



Since this project is federally funded, requirements include following the Caltrans Local Assistance Procedures, also known as E-76. Additional funds coming from California SB-1 and the ATP grant require the City to have the California Transportation Commission review and approve the design prior to receiving Caltrans' Authorization to Proceed. Prior to NCE joining the project, the City obtained project authorization from Caltrans and prepared other preliminary studies and coordination in the E-76 process. NCE's scope included acquiring Right-of-Way Certification and an Authorization to Proceed from Caltrans, on behalf of the City. To prepare the Right-of-Way Certification, extensive coordination with private utility owners was required to locate facilities, review as-builts and mapping information, adjust the design, and determine necessary facility relocation.

NCE's services for the project included civil, pavement, and hydraulic design, community outreach, stakeholder coordination, bidding and construction support, and preparation of documents related to the E-76 authorization for construction activities, including utility and Caltrans coordination for Caltrans ROW Certification and utility relocation. NCE and the City worked closely together to navigate stakeholder coordination, Caltrans E-76 requirements, and those set by the multiple agencies providing grants for the project. NCE has also supported the City with design revisions during construction to address unforeseen conflicts, particularly those with underground utilities.

The City of San Pablo received the Northern California American Public Works Association (APWA) Project of the Year Award for the Rumrill Boulevard project.

Funding: The project included many local, state and federal funders including Caltrans, the California Natural Resources Agency, Metropolitan Transportation Commission (MTC), Contra Costa Transit Authority and the Active Transportation Program.

Key Personnel: Jenny Van Dyke (Project Manager), J. Ryan Shafer (Principal), Franz Haidinger (QA/QC Manager/ Principal Engineer), James Signore (Pavement Engineer Lead), Mei-Hui Lee (Pavement engineer), Sara Dowling (Project Engineer), Matthew Gaber (Landscape Architect).

Subconsultants: Fehr and Peers (Traffic Signal and Lighting Design) and Psomas (Utility Locating).

Schedule and Performance: On time and on budget with changes in budget based on requested additional services.

“NCE has been very instrumental in helping San Pablo move forward with our Rumrill Blvd project. It was an aggressive timeline from the onset. But they exhibited flexibility and depth of staff in assisting us with extending grant deadlines, utility coordination, right of way confirmation, final plans and specifications, to name a few. Now during construction, I have full confidence that NCE will provide us strong support in completing this important city improvement project.”

- Allan Panganiban, Public Works Director/City Engineer, City of San Pablo

Marina Streets Rehabilitation Project and CEQA | City of Berkeley, CA (2018 – 2022)

Jesus Espinoza, PE | (510) 981-6708 | jespinoza@cityofberkeley.info

NCE led the integrated civil design and environmental review and permitting for this high-visibility local road widening and reconstruction project spanning 3/4-miles and three street segments serving the primary corridor from Highway 80 to the Berkeley Marina, including a harbor, boat launch, hotels, local and services, and park amenities. The project included the realignment of University Avenue to move off the old pier structure, with a roundabout connection at Marina Boulevard, resurfacing of Marina Boulevard with shoulder parking improvements, resurfacing of Spinnaker Way with pervious parking, and pedestrian enhancements. NCE provided traffic engineering including traffic modeling, photometric lighting analysis, installation of traffic signals (RRFB's) and lighting. The project also included green infrastructure via the installation of new bioretention facilities and pervious parking shoulders, a comprehensive planting plan, and irrigation plans. Utility work included the realignment and installation of new storm drain manholes, mains, laterals, and drain inlets, new water service, new sewer service, and electrical conduit. The alignment is within a sensitive habitat corridor, and within San Francisco Bay Conservation and Development Commission (BCDC) jurisdiction, so there was careful consideration of biological resources, sea level rise and resiliency, cultural resources, green infrastructure, and public access during the design and preparation of necessary permits.

Innovative pavement recycling techniques proposed by NCE in conjunction with the roadway realignment was to use the existing pavement in the lanes to be relocated for use with FDR to blend existing pavement materials for the new roadway base. This innovative approach in coordinating the geometric design and pavement design together saved the City potentially hundreds of thousands of dollars by minimizing the off-hauled pavement materials and re-using materials on site for a stronger, more stable cement-treated base. Despite a projected City budget shortfall due to Covid-19 that put one of the three segments at risk for elimination during bidding, all three project segments received favorable bid results due to the innovative pavement recommendations and is currently under construction in its entirety.

Although the City initially requested three separate scopes of work, NCE recommended a merged environmental review that protected the City, provided comprehensive information and greater transparency for decision-makers and the public, provided greater flexibility for construction timing, and saved the City tens of thousands of dollars. Once key issues regarding wetlands and cultural resources were resolved through coordination of constraints with careful design, the City was able to use the initial study as backup documentation for a categorical exemption, allowing project construction to be initiated in 2020 and completed by 2021.

Key Personnel: Franz Haidinger (Project Manager), André Jadkowski (QA/QC Manager), Gail Ervin (Environmental Project Manager), Catrina Vaz (CEQA Planner)

Subconsultants: Mountain Pacific Surveys (Topographic Surveying), Fehr and Peers (Traffic Engineering and Studies).

Schedule and Performance: On time and on budget with changes in budget based on requested additional services.

In 2023 the City of Berkeley was awarded the Northern California APWA Project of the Year Award and the Public Works Officers Institute Outstanding Local Streets and Roads Project Award.



Pavement Rehabilitation/Maintenance, and Bikeway Improvements | Presidio Trust of San Francisco, CA (2019 – present)

Amy Marshall | (415) 317-8459 | amarshall@presidiotrust.gov

NCE designed the Presidio Trust's pavement rehabilitation and maintenance project throughout the Presidio Trust campus including a substantial portion of the bicycle lane network. The scope for this project included preparing plans, specifications, and cost estimates for bidding purposes. Design elements of the project include pavement design, a roundabout, extensive modification to existing striping and markings to introduce class II and III bikeways and an advisory bike lane, roadway grading, drainage solutions and design, and design of minor concrete including bus platforms and curb and gutter.

As part of this project, NCE introduced cost-effective and sustainable pavement treatment alternatives, such as cold in-place recycling (CIR) that allows the asphalt concrete to be recycled in-place offering up a green technology that recycles existing onsite materials, reduces costly truck trips for import of asphalt paving materials, and reduces greenhouse gases and energy usage. The pavement design considered a number of different factors, including medians, curb reveal, depth to underlying concrete, previous overlays and fabric materials, AB thickness, contamination, cultural resources, and buried obstructions such as rail lines and recommended an appropriate pavement treatment. NCE also reviewed the Trust's minor concrete specifications and details and discussed preliminarily how improvements could be made to reinforcement, slab thickness, joint spacing, and mix design. The Presidio Trust again selected NCE to provide design consulting services for their Paving Rehabilitation Plus Project and Main Post Access Paving Project that have continued important maintenance and rehabilitation throughout campus including numerous complete street elements.

Funding Source: Presidio Trust Operating Funds

Key Personnel: J. Ryan Shafer (Principal/Project Manager), Franz Haidinger (QA/QC Manager/Principal Engineer), James Signore (Pavement Engineer Lead), Sara Dowling (Civil Design Lead), Edith Rodriguez (Staff Engineer), , and Paola Murillo (Staff Engineer).

Subconsultants: Mountain Pacific Surveys (Topographic Surveying) and Psomas (Utility Location).

Schedule and Performance: On time and on budget



“The Presidio is very satisfied with NCE's performance on our Pavement Rehabilitation and Maintenance Project. They have used their expertise to accommodate the unique requirements of our organization and adapted as additional services were realized through the project.”

– Mark Starkey, former Transportation Engineer with the Presidio Trust now with the City of Santa Cruz



City of Alameda
On-Call Civil Engineering Services

D. Willingness to Comply with the Proposed Agreement Terms

NCE has reviewed the City of Alameda standard service provider agreement and insurance requirements provided as Exhibit B to your request for qualifications for on-call engineering services. NCE meets the insurance requirements. After careful consideration, we would appreciate the opportunity to discuss the changes noted below. The proposed indemnification changes are requested to meet the requirements of SB496. Additionally, if the services being provided are technology-based, NCE is not aware of a Cyber Liability insurance requirement in agreement article 10.b.(4), Cyber Liability, with the many other public agency contracts that NCE has reviewed. NCE would request clarification as to nature of the Cyber Liability requirement from the City and then we can evaluate with our insurance provider if this is covered within our existing insurance and if necessary, modify existing and/or obtain this insurance if warranted and required.

9. HOLD HARMLESS: a. To the fullest extent permitted by law, Provider shall indemnify, ~~reimburse apportioned costs to~~ defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, ~~and employees, agents and volunteers~~ ("Indemnitees") from and against ~~pure economic 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 the extent caused by the gross negligence or willful misconduct during 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.

City of Alameda
On-Call Civil Engineering Services



Fee Schedule

PROFESSIONAL SERVICES

Principal	\$350/hour
Associate	\$285/hour
Senior II	\$235/hour
Senior I	\$225/hour
Project II	\$215/hour
Project I	\$200/hour
Staff II	\$190/hour
Staff I	\$175/hour

TECHNICAL SERVICES

Senior Construction Manager*	\$180/(\$205-PW)/hour
Construction Inspector*	\$160/(\$185-PW)/hour
Senior Designer	\$190/hour
CADD Designer	\$170/hour
CADD Technician	\$140/hour
Senior Field Scientist	\$150/hour
Field Scientist	\$130/hour
Senior Technician*	\$160/(\$185-PW)/hour
Field/Engineering Technician*	\$130/(\$155-PW)/hour
Project Administrator	\$135/hour
Technical Editor	\$120/hour
Clerical	\$120/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	\$435/hour
Court Appearances & Depositions	\$605/hour

EQUIPMENT

Truck	\$130/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$5,000/Day
Coring	\$6,000/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. cost + 15%

COMMUNICATION/REPRODUCTION

In-house costs for postage, printing and copying .. project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

Hourly rates increase 10% annually.

City of Alameda
On-Call Civil Engineering Services



Appendix A
Resumes

J. Ryan Shafer, PE, GE

Project Manager

Ryan is an experienced Principal and Project Manager that is highly skilled in managing interdisciplinary teams of engineers, scientists, and planners for complex projects requiring civil engineering, geotechnical engineering, pavement engineering, structural engineering, transportation and traffic engineering, hydrology and hydraulics, coastal engineering, regulatory permits, technical studies and resource assessments, and environmental documents. In addition, he has managed and provided civil and geotechnical engineering on a wide range of public and private projects, including vertical development, municipal roads, trails, drainage infrastructure, landfills, public transit, recreation areas and parks, industrial facilities including refineries, and waterfront structures giving him an understanding of how to work with diverse project types. His clients provide feedback that NCE is an effective partner and steward, understanding what is important to each community. Additionally, having worked for many municipal clients throughout California, Ryan adds value by helping cities and counties manage and maintain their streets, roads, bicycle and pedestrian facilities, and recreation parks and trails. He applies his expertise in geotechnical and pavement engineering to infrastructure projects and paving programs from the early stages of condition surveys to providing support during construction. Robert Vance, Deputy Public Works Director for the City of Alameda recently said that ***“As the Project Manager, Ryan Shafer communicated effectively with city staff to ensure alignment between the project scope, schedule, and budget.”***

Representative Projects

Grand Street OBAG 2 Rehabilitation and Complete Street Phase II

City of Alameda, CA

Project Manager. The NCE team has been working closely with public works and planning staff to complete pavement and civil design and E-76 documents for the Grand Street Rehabilitation Project. The section of Grand Street from Encinal Avenue to Shoreline Drive is an important major collector street that serves as a north-south connector for neighborhood streets, schools, recreational sports fields, shoreline beach access, and South Shore Center. The project evolved from a street rehabilitation project into a very comprehensive complete streets project that now includes a raised two-way separated bikeway and two-way cycle tracks, ADA compliant curb ramps and pedestrian crossings, new lighted pedestrian crossings, minor drainage improvements, transit islands, and curb and gutter repairs. NCE has worked closely with City staff presenting safety improvements to the local community, Transportation Commission, and City Council. As part of community outreach and presentations to City Council and the Transportation Commission, NCE developed renderings and roll plot style graphics to support City staff and present project details to the public.

Annual Paving Project Phase 43

City of Alameda, CA

Project Manager. NCE is currently completing the design of the City's Annual Paving Project Phase 43 with a total estimated budget of approximately \$6 million. As part of the Annual Paving Project, the City is planning to resurface streets within and nearby Bay Farm Island with a combination of rubberized cape seals, slurry seals, microsurfacing, multi-layer seals, conventional overlays, and surface reconstructs



Education

MS, Geotechnical Engineering,
University of California, Berkeley,
1998

BS, Geological Engineering,
Colorado School of Mines, 1996

Registrations and Certifications

Professional Engineer – Civil,
CA #62349

Professional Engineer –
Geotechnical, CA #2713

Professional Affiliations

American Society of Civil
Engineers (ASCE)

American Public Works
Association (APWA)

Joined NCE

2005

Years of Experience

26 years

NCE Office Location:

Richmond, CA

This year's annual paving program is geared towards routine maintenance and striping replacement, however, on the three arterial street corridors for Maitland Drive, Mecartney Road, and Aughinbaugh Way, the NCE team has developed more intensive improvements for bicycle and pedestrian safety including buffered and separated bicycle lanes, RRFB pedestrian crossings, pedestrian crossing enhancements, lane modifications, a modular roundabout, and transit facility improvements.

Annual Overlay/Rehabilitation

City of San Leandro, CA

Project Manager. NCE prepared construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design plans, specifications, and estimates for construction. Pavement design solutions included conventional and rubberized hot mix asphalt overlays, full-depth asphalt reconstruction, full-depth reclamation instead of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 Americans with Disabilities Act ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with the California Department of Transportation as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.

Marina Streets Reconstruction

City of Berkeley, CA

Principal. NCE was retained by the City to provide engineering and design services for the realignment and reconstruction of University Avenue between the frontage road at Interstate 80 and Marina Boulevard at the Berkeley Marina. The eastbound lanes, featuring numerous undulations due to a settled roadbed overlaying an in-filled former pier, were realigned north to the current median, while the westbound remained similar. The intersection between University Avenue and Marina Boulevard received vehicular and pedestrian enhancements with the addition of a new roundabout. The road reconstruction included full-depth reclamation to create a cement-stabilized pulverized base nearly 18" thick of the onsite clayey soils and pavement to be overlaid by an 8-inch thick hot-mix asphalt pavement. The project design includes low-impact development features like bio-detention basins, new street lighting, new infrastructure including a sewer and water service for a future visitor kiosk, landscaping, irrigation, and striping. Marina Boulevard received an asphalt rubber hot-mix mill and overlay with shoulder drainage re-grading. Spinnaker Way was re-constructed with full-depth reclamation, a hot mix asphalt overlay, and a comprehensive re-design of the existing storm drain system to improve water quality and reduce local flooding.

Pavement Rehabilitation/Maintenance and Bikeway Improvements

Presidio Trust of San Francisco, CA

Project Manager. NCE designed the Presidio Trust's pavement rehabilitation and maintenance project throughout the Presidio Trust campus including a substantial portion of the bicycle lane network. The scope for this project included preparing plans, specifications, and cost estimates for bidding purposes. Design elements of the project include pavement design, a roundabout, extensive modification to existing striping and markings to introduce Class II and III bikeways and an advisory bike lane, roadway grading, drainage solutions and design, and a bus platform. As part of this project, NCE introduced cost-effective and sustainable pavement treatment alternatives, such as CIR that allows the asphalt concrete to be recycled in-place offering up a green technology that recycles existing onsite materials, reduces costly truck trips for import of asphalt paving materials, and reduces greenhouse gases and energy usage. The pavement design considered a number of different factors, including medians, curb reveal, depth to underlying concrete, previous overlays and fabric materials, AB thickness, and other buried obstructions, such as rail lines and recommended an appropriate pavement treatment.

Franz Haidinger, PE

Quality Assurance and Quality Control (QA/QC) Manager

Franz is a Principal and Chief Engineer at NCE responsible for overseeing, managing, and developing designs and PS&Es for roadway improvement projects in addition to implementing sustainable technologies. He specializes in pavement and roadway design, pavement rehabilitation projects, complete streets, sustainable pavement technologies, and low-impact development features. Franz also provides QA/QC, develops engineering standards for NCE and oversees the firm's quality assurance program, critically reviews for constructability, and focuses on making construction documents practical and clear for bidding.

His clients value his ability to understand their needs, evaluate alternatives and determine the most appropriate solutions. According to Sean Rose, former Public Works Director of the Town of Woodside, "Franz is a detail-oriented engineer that does a very thorough job preparing plans and specifications. He did a great job listening to our needs and specific comments and provided thorough and concise responses. Ultimately, he provided a high-quality design, and he was a pleasure to work with."

Representative Projects

Grand Street Rehabilitation

City of Alameda, CA

QA/QC Manager and Technical Advisor. Franz provided quality control reviews of project submittals to be consistent with NCE's Quality Assurance Management Program and supported the design team during the design process by detailing technical solutions, reviewing, and clarifications of design elements and specifications. The NCE team has been working closely with the City of Alameda's public works and planning staff to complete pavement and civil design and E-76 documents for the Grand Street Rehabilitation Project. This section of Grand Street from Encinal Avenue to Shoreline Drive is an important major collector street and serves as a north-south connector for neighborhood streets, schools, recreational sports fields, shoreline beach access, and South Shore Center. The project evolved into a very comprehensive complete streets project that includes parking-protected separated bike lanes and two-way cycle tracks, ADA-compliant curb ramps and pedestrian crossings, new lighted pedestrian crossings, minor drainage improvements, transit islands, and curb and gutter repairs. NCE has worked closely with City staff presenting safety improvements to the local community, Transportation Commission, and City Council. As part of community outreach and presentations to the City Council and the Transportation Commission, NCE developed renderings and roll plot style graphics to support City staff and present project details to the public. The project details NCE focused on developing with the City included bike facilities to accommodate the vast range of users including novice school-aged children and advanced commuter cyclists. The two-way cycle track design was developed to provide a separate path to the school while also accommodating traffic, transit, parking, and pedestrian access for other users.

2018-2023 Annual Overlay/Rehabilitation Pavement Design and PS&E

City of San Leandro, CA

QA/QC Manager. The City selected NCE to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included



Education

Diplom-Ingenieur (Equivalent of MS degree), Civil Engineering, University of Natural Resources and Life Sciences, Vienna, Austria, 1997

Registrations and Certifications

Professional Engineer – Civil, CA #64725

Professional Affiliations

American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

Joined NCE

2004

Years of Experience

26 years

NCE Office Location:

Sacramento, CA

conventional and RHMA overlays, full-depth asphalt reconstruction, full-depth reclamation in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.

Rumrill Boulevard Complete Streets and Green Infrastructure

City of San Pablo, CA

QA/QC Manager. Franz worked closely with the Project Manager so that work is consistent with NCE's quality assurance management program. In addition, he was responsible for quality control reviews of design and construction documents. NCE designed approximately 14,000 sf of bioretention basins throughout the street corridor treating approximately 9 acres of developed parcels and right-of-way, focusing on reducing pollutants of concern including PCBs, mercury, and trash to achieve targets set by the Municipal Regional Permit. The project also included significant tree plantings in accordance with the California Natural Resources Agency Urban Green grant. NCE was responsible for civil design, pavement design, hydraulic design, community outreach, bidding and construction support, and preparation of documents related to the E-76 authorization for construction activities, including extensive ROW Certification coordination with utility relocation.

Marina Streets Reconstruction

City of Berkeley, CA

Project Manager/Principal Engineer. NCE was retained by the City to provide engineering and design services for the realignment and reconstruction of University Avenue between the frontage road at Interstate 80 and Marina Boulevard at the Berkeley Marina. The eastbound lanes, featuring numerous undulations due to a settled roadbed overlaying an in-filled former pier, were realigned north to the current median, while the westbound remained similar. The intersection between University Avenue and Marina Boulevard received vehicular and pedestrian enhancements with the addition of a new roundabout. The road reconstruction included full-depth reclamation to create a cement-stabilized pulverized base nearly 18" thick of the onsite clayey soils and pavement to be overlaid by an 8-inch thick hot-mix asphalt pavement. The project design includes low-impact development features like bio-detention basins, new street lighting, new infrastructure including a sewer and water service for a future visitor kiosk, landscaping, irrigation, and striping. Marina Boulevard received an asphalt rubber hot-mix mill and overlay with shoulder drainage re-grading. Spinnaker Way was reconstructed with full-depth reclamation, a hot mix asphalt overlay, and a comprehensive re-design of the existing storm drain system to improve water quality and reduce local flooding.

Pavement Rehabilitation/Maintenance and Bikeway Improvements

Presidio Trust of San Francisco, CA

Principal Engineer and QA/QC Manager. NCE is designing the Presidio Trust's pavement rehabilitation and maintenance project with redesign of the bicycle land network. Cope for this project includes preparing PS&Es for bidding purposes. Design elements of the project include pavement design, a roundabout, extensive modification to existing striping and markings to introduce class II and III bikeways and an advisory bike lane, roadway grading, drainage solutions and design, and a bus platform. As part of this project, NCE introduced cost-effective and sustainable pavement treatment alternatives, such as CIR that allows the AC to be recycled in-place offering up a green technology that recycles existing onsite materials, reduces costly truck trips for import of asphalt paving materials, and reduces greenhouse gases and energy usage. The pavement design considered a number of different factors, including medians, curb reveal, depth to underlying concrete, previous overlays and fabric materials, Aggregate base (AB) thickness, and other buried obstructions, such as rail lines and recommended an appropriate pavement treatment.

Victor Lemus, PE

Civil Engineering Lead/Caltrans E-76

Victor L  mus, PE, is a high initiative, experienced Project Engineer that regularly assists with management of projects, is a task leader, and is recognized for his attention to detail and great follow-up. He is recognized for his ADA design expertise with curb ramp and bulbouts as part of significant roadway rehabilitation projects on streets throughout Northern California that often include difficult grades, utility issues, tight ROW constraints, and in some cases require consideration of design exceptions. Victor is also proficient at street layout plan and profile design, striping plans, and civil design details for street improvement projects. Victor has extensive field data experience and lead teams of engineers on field data collection on roadway for curb and gutters, sidewalk, digouts or base repairs, ADA curb ramps, crosswalks, striping, and drainage improvements.

Representative Projects

Rumrill Boulevard Complete Streets Project

City of San Pablo, CA

Project Engineer. The project proposes to modify Rumrill Blvd with a road diet and to add Class II bikeways in both directions of travel while reducing the number of vehicles traveling in both directions and adding left-turn pockets along the corridor. Related improvements include landscape buffers, parking protection, and striped buffers including physical barriers such as landscaping and curbing. In addition, the project will include sidewalk widening, crosswalk improvements, bus shelters, traffic signal modification, lighting improvements, concrete improvements (curb ramps, sidewalks, driveways, and medians), asphalt roadway reconstruction, rectangular rapid flashing beacons, storm drainage improvements including green infrastructure, and landscaping improvements.

OBAG 2 Street Rehabilitation

City of South San Francisco, CA

Project Engineer. The City retained NCE to provide pavement and civil engineering design, including Caltrans E-76 authorization for construction, utility coordination, pavement and curb/gutter condition survey, pavement deflection testing, pavement coring, pavement design recommendations, PS&Es, bidding and construction support services, and Caltrans encroachment permit. It is an OBAG 2 funded program to preserve local streets and roads within the City's priority development area. Selected streets were based on the City's criteria of the construction budget limited to the grant amount, location within the City's priority development area, and candidates for rehabilitation.

El Camino Real & Millbrae Avenue Median Island Landscape Evaluation/Design Concepts

City of Millbrae, CA

Senior Civil Engineer. Victor assisted the City with utility coordination early on in the project to determine the utility conflicts and design according to utility agencies' requirements. He helped with the civil design of the medians once the landscaping was finalized. NCE's team of landscape architects and civil engineers are leading the design, permitting, and construction process for the transformation of medians along the 2-mile width of El Camino Real in the City of Millbrae. The proposed restoration will be the first step in transforming the streetscape into a "Grand Boulevard" as envisioned in the City's 2040 General Plan and will give Millbrae a sense of place that distinguishes it from surrounding cities. Key



Education

BS, Civil & Environmental Engineering, University of California, Davis, 2014

Registrations and Certifications

Professional Engineer – Civil, CA #89769

Joined NCE

2014

Years of Experience

10 years

NCE Office Location:

Sacramento, CA

features will include sculptures, decorative lighting, artwork, carefully selected trees with maintenance plans and substantial soil remediation, native plantings, and consideration of pedestrian and vehicular safety.

Citywide Phase 4 and 5 Street Rehabilitation

City of San Mateo, CA

Civil Design Lead. Victor is the technical design lead and management of staff to complete the phase 4 and phase 5 citywide reconstruction project. Heavy utility coordination to allow construction of deep pavement sections and meetings with City and internal staff to deal with problematic subgrade under the streets to be improved. NCE is currently preparing construction documents and pavement rehabilitation and reconstruction design for the City's Phases 4 and 5 of their Smooth Street Program, including 40 residential sections with poor to failed pavement conditions. NCE provided extensive pavement investigation and design, and preparation of civil design plans, specifications, and estimates for construction in the summer of 2023 and 2024. Pavement design alternatives included conventional hot mix asphalt overlay, surface reconstruction paving, and full-depth reclamation to correct poor subgrade. NCE prepared a comprehensive presentation to discuss existing pavement conditions, structure thickness, subgrade material properties, and utility depth investigation with the City and recommended pavement treatment options. NCE is also coordinating street light relocation work with an electrical sub at the locations where full-depth reclamation is being proposed and these shallow conduits exist.

2022-2023 Street Resurfacing Project

City of Daly City, CA

Project Manager. NCE helped Daly City pave a list of mainly residential streets totaling 2.4 centerline miles that were promised to the residents on a previous two-year program. Our pavement expertise and knowledge of innovative technologies helped us fulfill the City's list even against the rise in construction prices especially for oil-based products like asphalt, sealant, and surface seals. The collaboration between our pavement and civil engineering groups was key to the success of this project when we analyzed the existing street cross slopes, longitudinal slopes, and geometric constraints. Other main project elements included fixing localized drainage issues, designing complex pedestrian curb ramps at steep roads, replacing curb inlet boxes to fit compliant curb ramps, reviewing underground utility data to avoid conflict with the proposed pavement treatments, adjusting utility covers and boxes to finish grade, and replacing existing thermoplastic striping and markings. It is important to highlight the curb ramp process we understand is iterative regarding the type of ramp, the centerline location, and considering all existing adjacent obstructions to provide the best possible design. Victor managed the production of the plans, specifications, and estimates bid documents, client meetings and correspondence, pavement design feasibility, utility coordination, coordination with the surveyor and utility locator, invoicing, submittal, Request for information review, and general support during construction.

Sara Dowling, EIT

Civil Engineering Lead

Sara Dowling, PE, has been involved as the lead and project civil designer for numerous roadway rehabilitation and complete projects including conventional preventive maintenance and roadway rehabilitation, bike and pedestrian facilities and striping, Americans with Disabilities Act-compliant sidewalks and curb ramps, bus stops and platforms, roundabouts, drainage and green infrastructure facilities, curb and gutter replacement, and roadway widening. Sara's attention to detail, expertise in civil and computer-aided design, knowledge of applicable design guidelines and requirements, consistent follow-up, and level of responsiveness bring value to every project. She was the fundraising chair for the Institute of Transportation Engineers and is a member of the American Society of Civil Engineers and Young Professionals in Transportation. Sara has experience in AutoCAD 3D, ArcGIS, Microsoft Office, Microsoft Project Technical Writing, Literature Review, EverFE, and C++.

Representative Projects

Grand Street Rehabilitation

City of Alameda, CA

Lead Civil Engineer. Sara has worked closely with the City of Alameda's public works and planning staff as well as the NCE team to develop civil design concepts presented to the public and City Council to select the preferred concept to balance the use of public space for a variety of users. Sara continued to work closely with City and NCE staff to progress the preferred concept design to construction documents. The City of Alameda has requested that NCE complete pavement and civil design and E-76 documents for the Grand Street Rehabilitation project. The section of Grand Street from Encinal Avenue to Shoreline Drive is an important major collector street that serves as a north-south connector for access to neighborhood streets, schools, and a local shopping center. NCE is exploring cost-efficient pavement rehabilitation strategies based on coring and pavement deflection testing with consideration of conventional and innovative paving materials (e.g. hot mix asphalt, warm mix asphalt) and alternative recycle in-place pavement treatment technologies such as cold in-place recycling. The project will include the design of Class II and buffered bike lanes, Americans with Disabilities Act-compliant curb ramps and pedestrian crossings, new lighted pedestrian crossings, minor drainage improvements, consideration of a roundabout, and curb and gutter repairs.

Annual Paving Project Phase 43

City of Alameda, CA

Lead Civil Engineer. NCE is currently completing the design of the City's Annual Paving Project Phase 43 with a total estimated budget of approximately \$6 million. As part of the Annual Paving Project, the City is planning to resurface streets within and nearby Bay Farm Island with a combination of rubberized cape seals, slurry seals, microsurfacing, multi-layer seals, conventional overlays, and surface reconstructs

This year's annual paving program is geared towards routine maintenance and striping replacement, however, on the three arterial street corridors for Maitland Drive, Mecartney Road, and Aughinbaugh Way, the NCE team has developed more intensive improvements for bicycle and pedestrian safety including buffered and separated bicycle lanes, RRFB



Education

BS, Civil Engineering, University of California, Davis, 2016

Registrations and Certifications

Professional Engineer – Civil,
CA #94239

Professional Affiliations

American Society of Civil
Engineers
Institute of Transportation
Engineers

Joined NCE

2017

Years of Experience

8 years

NCE Office Location:

Richmond, CA

pedestrian crossings, pedestrian crossing enhancements, lane modifications, a modular roundabout, and transit facility improvements.

2018-2023 Annual Overlay/Rehabilitation Pavement Design and PS&E

City of San Leandro, CA

Civil Engineer. The City selected NCE to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, full-depth reclamation (FDR) in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with the California Department of Transportation as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.

Rumrill Boulevard Complete Streets and Green Infrastructure

City of San Pablo, CA

Lead Staff Engineer. Sara is responsible for collecting field data, including spatial and attribute information for the various stormwater features. NCE is designing an approximately \$15 million construction value, 2.5-mile-long complete streets project along Rumrill Boulevard. This is a community-based design process focused on transforming the street into a safe and friendly place for people and businesses by improving conditions for walking, bicycling, and transit. This street corridor will receive a road diet and Class IV bikeways in both directions of travel. Additional key project elements include landscape buffers, widened bus stop landings, increasing parking, and video detection at traffic signals for vehicles and bicycles. In addition, the project will include low impact development design and bioretention basins, landscaping improvements, curb extensions/bulbouts, sidewalk widening, crosswalk improvements with rectangular rapid flashing beacons, median refuges bus stop shelters, expanded street lighting, Americans with Disabilities Act concrete and roadway improvements (curb ramps, sidewalks, driveways, medians, and regrading pedestrian roadway crossings), storm drainage improvements, trail crossings, wayfinding signs, pedestrian, and street lighting.

Pavement Rehabilitation/Maintenance and Bikeway Improvements

Presidio Trust of San Francisco, CA

Lead Civil Designer. Sara has worked closely with the Presidio Trust staff and the NCE team to develop civil design plans for construction. Sara's close coordination and site walks were used to refine the design to effectively and creatively meet the goals of the project to innovate the transportation network of the Presidio Trust. NCE designed the Presidio Trust's pavement rehabilitation and maintenance project throughout the Presidio Trust campus including a substantial portion of the bicycle lane network. The scope included preparing plans, specifications, and cost estimates for bidding purposes. Design elements of the project include pavement design, a roundabout, extensive modification to existing striping and markings to introduce class II and III bikeways and an advisory bike lane, roadway grading, drainage solutions and design, and a bus platform. As part of this project, NCE introduced cost-effective and sustainable pavement treatment alternatives, such as cold in-place recycling which allows the asphalt concrete to be recycled in-place offering up a green technology that recycles existing onsite materials, reduces costly truck trips for import of asphalt paving materials, and reduces greenhouse gases and energy usage. The pavement design considered several different factors, including medians, curb reveal, depth to underlying concrete, previous overlays and fabric materials, AB thickness, and other buried obstructions, such as rail lines, and recommended an appropriate pavement treatment.

James Signore, PhD, PE

Pavement Design Lead

James is a Principal Pavement Engineer with 25+ years of experience in the pavement field. He specializes in pavement design and evaluation, rehabilitation and maintenance, materials assessment, and training. He has experience in designing pavements for many local agencies, Caltrans, and for heavy vehicle loading applications at airfields and ports. He has spent years researching various types of pavement materials, having directed a state-of-the-art AMRL certified and Superpave mix design equipped research laboratory and is well versed in state and local pavement practices and specifications. James has taught NHI's and ASCE's "Techniques for Pavement Rehabilitation" seminars to practicing engineers and graduate courses in pavement engineering at San Jose State University. He is also a member of the Transportation Research Board (TRB) and serves on several pavement related committees.

Representative Projects

Grand Street OBAG 2 Rehabilitation and Complete Street Phase II

City of Alameda, CA

Pavement Engineer. The NCE team has been working closely with public works and planning staff to complete pavement and civil design and E-76 documents for the Grand Street Rehabilitation Project. The section of Grand Street from Encinal Avenue to Shoreline Drive is an important major collector street that serves as a north-south connector for neighborhood streets, schools, recreational sports fields, shoreline beach access, and South Shore Center. The project evolved from a street rehabilitation project into a very comprehensive complete streets project that now includes a raised two-way separated bikeway and two-way cycle tracks, ADA compliant curb ramps and pedestrian crossings, new lighted pedestrian crossings, minor drainage improvements, transit islands, and curb and gutter repairs. NCE has worked closely with City staff presenting safety improvements to the local community, Transportation Commission, and City Council. As part of community outreach and presentations to City Council and the Transportation Commission, NCE developed renderings and roll plot style graphics to support City staff and present project details to the public.

Annual Overlay/Rehabilitation

City of San Leandro, CA

Pavement Engineer. NCE prepared construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design plans, specifications, and estimates for construction. Pavement design solutions included conventional and rubberized hot mix asphalt overlays, full-depth asphalt reconstruction, full-depth reclamation instead of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 Americans with Disabilities Act ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with the California Department of Transportation as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.



Education

PhD, Civil Engineering, Univ. of Illinois, Urbana-Champaign, 1998
MS, Civil Engineering, Univ. of Illinois, Urbana-Champaign, 1994
BS, Electrical Engineering, Clarkson University, 1985

Registrations and Certifications

Professional Engineer – Civil,
CA #62647

Professional Affiliations

TRB Committee AFD70,
Pavement Rehabilitation
TRB Committee AFD70-1,
Pavement Interlayer Systems
ASCE Airfield Pavement
Committee
FAA Pavement Technical Working
Group
American Society of Civil
Engineers (ASCE)

Joined NCE

2014

Years of Experience

25 years

NCE Office Location:

Richmond, CA

Rumrill Boulevard Complete Streets and Green Infrastructure*City of San Pablo, CA*

Pavement Engineer. NCE designed approximately 14,000 sf of bioretention basins throughout the street corridor treating approximately 9 acres of developed parcels and right-of-way, focusing on reducing pollutants of concern including PCBs, mercury, and trash to achieve targets set by the Municipal Regional Permit. The project also included significant tree plantings in accordance with the California Natural Resources Agency Urban Green grant. NCE was responsible for civil design, pavement design, hydraulic design, community outreach, bidding and construction support, and preparation of documents related to the E-76 authorization for construction activities, including extensive ROW Certification coordination with utility relocation.

Pavement Rehabilitation/Maintenance and Bikeway Improvements*Presidio Trust, San Francisco, CA*

Lead Pavement Engineer. NCE is designing the Presidio Trust's pavement rehabilitation and maintenance project with redesign of the bicycle land network. Cope for this project includes preparing PS&Es for bidding purposes. Design elements of the project include pavement design, a roundabout, extensive modification to existing striping and markings to introduce class II and III bikeways and an advisory bike lane, roadway grading, drainage solutions and design, and a bus platform. As part of this project, NCE introduced cost-effective and sustainable pavement treatment alternatives, such as CIR that allows the AC to be recycled in-place offering up a green technology that recycles existing onsite materials, reduces costly truck trips for import of asphalt paving materials, and reduces greenhouse gases and energy usage. The pavement design considered a number of different factors, including medians, curb reveal, depth to underlying concrete, previous overlays and fabric materials, Aggregate base (AB) thickness, and other buried obstructions, such as rail lines and recommended an appropriate pavement treatment.

Multiple Pavement Management System (PMS) Updates and Implementations*Various Cities and Counties throughout the San Francisco Bay Region, CA*

QA/QC Manager. James has been responsible for quality control for PMS updates for many cities and counties throughout California. He is responsible for the quality control of data and responsible for spot checks on the field crews during the pavement condition surveys. He also lends his pavement expertise and technical support on various pavement related issues. Some of his current and past California PMS clients include the Cities of Concord, Martinez, Richmond, Oakland, Scotts Valley, Davis, Elk Grove, Folsom, San Francisco, Martinez, Sacramento, and South San Francisco, and Contra Costa County.

Vijay Pulijal, PE, PMP

Pavement Asset Management Lead

Vijay Pulijal is a forward-thinking Principal Engineer and Asset Management Lead with over 22 years of expertise in both pavement and non-pavement infrastructure. With a strong foundation in traditional asset management, Vijay has expanded his role to lead cutting-edge pilot studies focused on integrating AI technologies into asset management processes. These initiatives, which began in March 2023, aim to enhance data collection, improve decision-making, and drive innovation in public infrastructure management.

As a licensed Professional Engineer (PE) and certified Project Management Professional (PMP), Vijay has successfully managed over 170 Pavement Management Program (PMP) projects, consistently delivering cost-effective, high-quality solutions to public agencies. Recently, Vijay has spearheaded efforts to pilot AI-assisted data collection methods for evaluating pavement distress and managing non-pavement assets, including traffic signs, streetlights, and signals. These forward-looking initiatives are laying the groundwork for a more scalable and precise approach to asset management, underscoring Vijay’s dedication to innovation and future-ready solutions.

Vijay’s leadership in these AI-driven pilot projects has earned him a trusted reputation among agencies looking to modernize their asset management strategies. His ability to seamlessly integrate emerging technologies with traditional methodologies underscores his commitment to client success and operational efficiency. His work with the Metropolitan Transportation Commission (MTC) as a recognized 'Power User' for StreetSaver® further highlights his deep expertise in GIS-based tools and asset management software.

Representative Projects

2019-2026 StreetSaver® Technical Assistance

Metropolitan Transportation Commission

Principal Engineer. NCE has been involved in numerous projects related to the development, implementation, and training of the StreetSaver® program. NCE implemented the StreetSaver® Pavement Management Program in more than 200 agencies since 1994. NCE has been a Pavement Technical Assistance Program consultant since Round 1 in 1998/1999. This includes NCE’s technicians and engineers being certified in the Metropolitan Transportation Commission’s certification program. NCE has been involved with the beta testing of different versions of the StreetSaver® software since 1994 and has been a member of the software development team. NCE has trained users on the StreetSaver® software since 1997, including the development of the training materials, ensuring interaction in the training, and conducting the training. NCE provides services related to the development of the StreetSaver® software and provides training workshops and seminars. The overall training and support program is provided by MTC twice per year in Oakland and once per year in Southern California. Depending on the workshop, the audience has ranged from managers to clerical/administrative staff members that perform data entry. The bulk of the attendees, however, have been engineers and maintenance staff who work with local streets.



Education

MS, Engineering Technology,
University of Memphis TN, 2000
BS, Civil Engineering, Osmania
University, India, 1999

Registrations and Certifications

Professional Engineer – Civil, CA
#76480
Project Management Professional
(PMP), PMI
MTC StreetSaver® Rater
Certification
OSHA 10-Hour Construction,
ClickSafety

Professional Affiliations

American Public Works
Association (APWA)
Construction Management
Association of America (CMAA)
American Society of Civil
Engineers (ASCE)

Joined NCE

2024

Years of Experience

22 years

NCE Office Location:

Richmond, CA

Work/Experience Prior to NCE

Pavement Distress Survey and Preparation Reports for Pavement Management Program (PMP) Certification

Alameda County, CA

Project Manager. This project was partially MTC-funded and included pavement inspections and assessment of 471 centerline miles of paved roads, verification of segment parameters, calculation of various budgets against pavement performance, and the development of custom project lists and work plans. The team was also responsible for generating project reports summarizing the pavement conditions, methodologies, findings, and recommendations along with a certification letter. The team took special care to identify and assign the correct distress type for weather-related distresses. Vijay's responsibilities included setting up meetings with the City staff, creating inspection databases for the field crew, supervising staff, providing quality assurance, providing field and application training, and preparing analyses and reports. The County is a pioneer in using green treatments such as FDR and cold-in-place recycling, and Vijay incorporated green treatments into the five-year CIP instead of using traditional overlays. This was a cost benefit to the County, as these treatments increased the life expectancy of the streets.

Pavement Management Program

City and County of San Francisco, CA

Project Manager. As the project manager, Vijay oversaw the City and County of San Francisco's Pavement Management Program for more than 8 years, conducting annual updates through field distress surveys. These updates typically include gathering field distress data across various neighborhoods, calculating Pavement Condition Indexes (PCIs), and providing the data in an electronic format for city staff.

In 2015, Vijay's team collected field distress data for approximately 8,000 residential PMP segments, divided into 11 zones. Between 2016 and 2018, the team secured a three-year contract to continue the PMP updates, surveying 3,800 residential segments in 2016, 4,226 in 2017, and 4,023 in 2018. During this period, Vijay's team generated charts and graphs illustrating changes in pavement conditions, which were presented to City staff to aid decision-making.

In 2019, Vijay's team entered into a four-year contract (2019-2022) with the City, updating portions of the pavement network, surveying 3,432 road segments in the first year. In addition to summarizing pavement conditions, the team conducted an inventory of bicycle and bus lanes across various zones. From 2020 to 2022, the team completed field distress surveys for 520 lane miles in 2020 (237 centerline miles), 344 lane miles in 2021 (148 centerline miles), and 253.6 lane miles (128.6 centerline miles) across districts 4 and 9 in 2022.

As of 2023, Vijay's team had secured a new five-year contract to continue managing the City and County of San Francisco's Pavement Management Program. These annual updates have been instrumental in helping City staff make informed decisions about pavement construction, maintenance, and rehabilitation. The updates improve the overall quality of the road system while optimizing available funding for the City's infrastructure needs.

Pavement Management Technical Assistance Program (P-TAP) (Rounds 5 thru 25)

Metropolitan Transportation Commission (MTC), San Francisco Bay Area, CA

Project Manager. Vijay led the Pavement Management Technical Assistance Program (P-TAP) for MTC over the past 21 years, managing more than 168 assignments for Bay Area cities and counties. The P-TAP program, funded by approximately \$1.5 million in federal dollars annually, helps local agencies stretch their road budgets by implementing, updating, and maintaining pavement management databases. The program also supports the management of non-pavement street and road assets, such as signs, storm drains, curbs, gutters, traffic signals, and streetlights, through pilot projects.

Matthew Gaber, PLA

Landscape Architecture

Over a 32-year career, Matthew has developed a wide perspective on traditional and emerging areas of practice. He is recognized for the creation of bold, thoughtful solutions to complex problems for varied clientele across a spectrum of sites. Throughout his career Matthew has sought work which is environmentally and socially responsible, with a strong focus on client service and relationships. He brings this approach and passion to each new project. Matthew has focused his career on providing professional services to public agencies and non-profit developers, working on a wide range of sites and housing types from single family residential, to townhouses to apartments and multi-story residential towers.

Representative Projects

Bay Ship and Yacht Bay Trail

City of Alameda, CA

Landscape Architect. Located along the historic Oakland-Alameda estuary on a brown field site with an active shipyard next door, this trail provides trail users and ferry passengers with exceptional views of cargo ships and the San Francisco Bay. Along the length of the trail interpretative elements such as propellers, anchors and wenches are placed to allow trail users to see, touch and learn about the workings of ships and marine infrastructure. Key services provided included complete landscape design, permitting services and sea level rise adaption planning.

2019-2021 Annual Street Overlay and Rehabilitation

City of San Leandro, CA

Principal Landscape Architect. In 2020, NCE was contracted by the City of San Leandro for their current phase of roadway improvements, which utilizes funds from Alameda County Transportation Commission Measure BB and follows the City Council strategy of "Fix it First" to increase pavement rehabilitation work within the City. This project will involve paving work on a little under three centerline miles with 14 street sections comprised of arterial streets, collector streets, and residential streets.

The scope included preparation of construction documents, right-of-way permitting, and pavement rehabilitation and reconstruction design for 15 arterial, collector, and residential streets (3 miles). The work included pavement investigation and design, which included conventional and rubberized hot mix asphalt overlays, full-depth asphalt reconstruction, full-depth reclamation, and cold in-place recycling. Visible drainage issues will be addressed, such as localized ponding in the gutter pan, the design of over 100 Americans with Disabilities Act ramps, corner bulbouts, pedestrian and bicycle safety improvements, rectangular rapid flash beacons, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and Class IV bike lanes, and road diet design on Hesperian Boulevard complete with street landscape improvements, corner bulbouts, pedestrian hybrid beacon, and traffic signal reconfigurations.

Rumrill Boulevard Complete Streets and Green Infrastructure

City of San Pablo, CA

Landscape Architect. Matthew provided technical oversight of the planting plans, participated in the conceptual design, and will be involved in the construction observation process. Matthew focused the planting design on drought-tolerant,



Education

MA, Landscape Architecture,
Harvard Graduate School of
Design, Cambridge, MA, 1995
BA, Landscape Architecture,
University of California, Berkeley,
1987

Registrations and Certifications

Professional Landscape Architect,
CA #3740

Professional Affiliations

Council of Landscape Architects –
Certified Landscape Architect

Joined NCE

2019

Years of Experience

34 years

NCE Office Location:

Oakland, CA

low-maintenance, and unique plantings that will create a unique sense of identity for the Rumrill streetscape. When completed, this high-profile project will transform over a mile and a half of Rumrill Boulevard from a multi-lane auto-centric corridor into a tree-lined, pedestrian-friendly, and multi-modal street. NCE designed approximately 14,000 sf of bioretention basins throughout the street corridor treating approximately 9 acres of developed parcels and right of way, focusing on reducing pollutants of concern including polychlorinated biphenyls, mercury, and trash to achieve targets set by the Municipal Regional Permit. The project also included significant tree plantings per the California Natural Resources Agency Urban Green grant. NCE was responsible for civil design, pavement design, hydraulic design, community outreach, bidding and construction support, and preparation of documents related to the E-76 authorization for construction activities, including extensive right-of-way certification coordination with utility relocation.

University Avenue/Marina Boulevard/Spinnaker Way Reconstruction

City of Berkeley, CA

Landscape Architect. NCE was retained by the City to provide engineering and design services for the realignment and reconstruction of University Avenue between the frontage road at Interstate 80 and Marina Boulevard at the Berkeley Marina. The eastbound lanes, featuring numerous undulations due to a settled roadbed overlaying an in-filled former pier, were realigned north to the current median, while the westbound remained similar. The intersection between University Avenue and Marina Boulevard received vehicular and pedestrian enhancements with the addition of a new roundabout. The road reconstruction included full-depth reclamation to create a cement-stabilized pulverized base nearly 18" thick of the onsite clayey soils and pavement to be overlaid by an 8-inch thick hot-mix asphalt pavement. The project design includes low impact development features like bio-detention basins, new street lighting, new infrastructure including a sewer and water service for a future visitor kiosk, landscaping, irrigation, and striping. Marina Boulevard received an asphalt rubber hot mix mill and overlay with shoulder drainage re-grading. Spinnaker Way was reconstructed with full-depth reclamation, hot mix asphalt overlay, and a comprehensive re-design of the existing storm drain system to improve water quality and reduce local flooding. This included a new on-street parking system designed to retain the first 10-year design storm and a bioretention traffic circle with plantings. Matthew provided planting design services focused on the use of native drought tolerant coastal plant species within medians and traffic circles. Working closely with NCE's Civil Engineering staff and the City of Berkeley's Public Works Department, Matthew developed planting plans that met the department's criteria for site distances, grading and maintenance. Additional design features included the use of hydro mulching, recycled wood product mulch and the excavation and replacement of compacted, contaminated soils.

El Camino Real & Millbrae Avenue Median Island Landscape Evaluation/Design Concepts

City of Millbrae, CA

Project Manager. Matthew is leading the conceptual design, community engagement, and design development phases of a 2-mile-long streetscape renovation for the City of Millbrae's main corridor. Working closely with city staff, the California Department of Transportation, utility providers, and elected officials, Matthew has overseen the creation of a transformative plan that significantly increases the shading of the street, provides unique placemaking elements within the medians, and introduces a sustainable urban forest. NCE's team of landscape architects and civil engineers are leading the design, permitting, and construction process for the transformation of medians along the 2-mile width of El Camino Real in the City of Millbrae. The proposed restoration will be the first step in transforming the streetscape into a "Grand Boulevard" as envisioned in the City's 2040 General Plan and will give Millbrae a sense of place that distinguishes it from surrounding cities. Key features will include sculptures, decorative lighting, artwork, carefully selected trees with maintenance plans and substantial soil remediation, native plantings, and consideration of pedestrian and vehicular safety.

Christine Davis, PE, PH, CFM

Hydrology and Hydraulics/ Stormwater

Christine has more than 20 years of experience in the field of water resources. She specializes in hydrologic and hydraulic modeling related to stormwater management, floodplain management, erosion control management, and stream restoration. In addition, her expertise includes roadway drainage and best management practices related to stormwater quality. She has experience evaluating existing systems and recommending improvements based on deficiencies as well as floodway-related studies including Federal Emergency Management Agency flood maps. She is also experienced with the collection and analysis of surface water samples and parameters. She is proficient in the use of the following hydrologic and hydraulic modeling software; HEC-HMS, HEC-1, TR-55, XPStorm, HEC-RAS, GeoHECRAS, FlowMaster, CulvertMaster, HY-8, and Autodesk Storm and Sanitary Analysis. She commonly uses ArcMap, ArcGIS Pro, and AutoCAD to support drainage analyses and has had experience using FishXing, Pollutant Load Reduction Model, and U.S. Geological Survey PeakFQ software.

Representative Projects

Rumrill Boulevard Complete Streets Project

City of San Pablo, CA

Project Hydrologist. NCE is designing an approximately \$15 million construction value, 2.5-mile-long complete streets project along Rumrill Boulevard. This is a community-based design process focused on transforming the street into a safe and friendly place for people and businesses by improving conditions for walking, bicycling, and transit. This street corridor will receive a road diet and Class IV bikeways in both directions of travel. Additional key project elements include landscape buffers, widened bus stop landings, increasing parking, and video detection at traffic signals for vehicles and bicycles. In addition, the project will include low impact development design and bioretention basins, landscaping improvements, curb extensions/bulbouts, sidewalk widening, crosswalk improvements with rectangular rapid flashing beacons, median refuges bus stop shelters, expanded street lighting, Americans with Disabilities Act concrete and roadway improvements (curb ramps, sidewalks, driveways, medians, and regrading pedestrian roadway crossings), storm drainage improvements, trail crossings, wayfinding signs, pedestrian, and street lighting. A critical element of the project was integrating significant Green Infrastructure to improve localized drainage and achieve targets set by the Municipal Regional Permit. Christine prepared a hydrologic analysis to identify peak flows at specific intersections within the project. She also provided Geographic Information System support to determine the ratio of impervious coverage to low impact development design features.

University Ave Lane Reconfiguration

City of Berkeley, CA

Project Hydrologist. NCE was retained by the City to provide engineering and design services for the realignment and reconstruction of University Avenue between the frontage road at I-80 and Marina Blvd. at the Berkeley Marina. The eastbound lanes, featuring numerous undulations due to a settled roadbed, will be moved north to the current median, while the westbound lanes will stay in their current location. The intersection between University Avenue and Marina Blvd. will be modified to a roundabout. The road reconstruction includes full-depth reclamation of the onsite soils and



Education

BS, Civil Engineering, University of California, Davis, 2016

Registrations and Certifications

Professional Engineer – Civil,
CA #94239

Professional Affiliations

American Society of Civil
Engineers
Institute of Transportation
Engineers

Joined NCE

2017

Years of Experience

8 years

NCE Office Location:

Reno, NV

pavement to be overlaid by an 8-inch thick hot-mix asphalt pavement. The project design includes low impact development features like bio-detention basins, new street lighting, new infrastructure including a sewer and water service for a future kiosk, landscaping, irrigation, and striping. Christine provided drainage design support for this project.

Via Verdi Slope Stabilization

City of Richmond, CA

Project Engineer. The Via Verdi Neighborhood in the City of Richmond, CA was impacted by a landslide adjacent to San Pablo Creek and Via Verdi (local road). The landslide created public safety and public access issues, impacted utilities and street infrastructure, and created risk for the conveyance of creek flows and upstream dam releases. The City proclaimed a local emergency and secured Federal Emergency Management Agency funding for temporary emergency repairs/measures and permanent improvements. NCE initially focused on rapidly completing field investigations, evaluating slide mass characteristics, and monitoring ongoing movement to design and construct an emergency access road. NCE then quickly transitioned to completing a full alternatives analysis, conducting regulatory agency consultations, and initiating design. The project design included roadway, slope stabilization, drainage, and fish passage including the design of a meandering engineered streambed and skylights within the culvert with detailed review and oversight by the San Francisco Bay Regional Water Quality Control Board and California Department of Fish & Wildlife, and utility elements. NCE completed all environmental tasks including agency consultations, technical studies, permitting, California Environmental Quality Act, and National Environmental Policy Act support. NCE is currently supporting the City with all regulatory permit management, biological and paleontological monitoring, and post-construction monitoring. The site has potential California red-legged frog and Alameda whipsnake habitat and NCE's qualified biologist and biological monitors are on site daily to ensure the City maintains compliance with project permits. Christine prepared a hydrologic analysis to identify peak flows at the drainage inlets and ditches on Via Verdi. She also developed a hydraulic model of the proposed storm drain system using Autodesk Storm and Sanitary Analysis 2018 software to verify the proposed pipe sizing and to determine velocities at the proposed pipe outfalls. The velocity data was used to size the riprap aprons and rock-lined swales.

I-80/Central Avenue Interchange Improvements

City of Richmond, California

Project Hydrologist. The City of Richmond is the lead agency for the I-80/Central Avenue interchange which will improve traffic conditions. The project will increase spacing between the signalized intersections east of I-80 by connecting Pierce Street and San Mateo Street, restricting Pierce Street access at Central Avenue to "right in, right out" only, and relocating the traffic signal at Pierce Street/Central Avenue to the San Mateo Street/Central Avenue intersection. NCE provides civil and is the environmental lead responsible for California Environmental Quality Act compliance, including working with the California Department of Transportation Local Assistance Division to address potential environmental impacts. NCE will prepare the complete initial site investigations and technical studies necessary to develop a concept design for public outreach, starting right-of-way acquisition communications and discussions, and determining the level of National Environmental Policy Act and California Environmental Quality Act compliance required to obtain the necessary environmental clearance for the project. NCE will complete additional investigations, the National Environmental Policy Act and California Environmental Quality Act documents, and construction documents for bidding and construction. Christine provided hydrologic and hydraulic modeling support to the project.

Gail Ervin, PhD

CEQA/NEPA Lead

Gail has more than 35 years of experience in environmental assessment and planning, facilitation, and public dispute resolution, as both agency staff and consultant. She specializes in transportation and municipal infrastructure projects, downtown commercial and affordable housing development, adaptive reuse of historic buildings, and brownfield development, with special expertise in downtown and neighborhood revitalization. Additionally, Gail has served in numerous community and international positions, including as a Sacramento County Project Planning Commissioner, Association of Environmental Professionals State Board member, and US Representative to the World Mediation Forum. This professional experience uniquely complemented by her active civic involvement provides a thorough understanding of project analysis for both locally (CEQA) and federally funded (NEPA) projects, public dispute resolution, public policy development, project management, public outreach, and development review from all perspectives.

Representative Projects

Grand Street OBAG 2 Rehabilitation

City of Alameda, CA

Environmental Lead. The City of Alameda (City) has requested that NCE complete pavement and civil design and E-76 documents for the Grand Street Rehabilitation Project (Project). The section of Grand Street from Encinal Avenue to Shoreline Drive is an important major collector street that serves as a north-south connector for access to neighborhood streets, schools, and to a local shopping center. NCE is exploring cost efficient pavement rehabilitation strategies based on coring and pavement deflection testing with consideration of conventional and innovative paving materials (e.g., HMA, WMA) and alternative recycle in-place pavement treatment technologies such as Cold In-Place Recycling (CIR). The project will include the design of Class II and buffered bike lanes, ADA compliant curb ramps and pedestrian crossings, new lighted pedestrian crossings, minor drainage improvements, consideration of a roundabout, and curb and gutter repairs.

Marina Streets Rehabilitation Improvements and CEQA

City of Berkeley, CA

Environmental Project Manager. NCE led the integrated civil design and environmental review (CEQA) and permitting for this high visibility local road improvement project. The project included the realignment and reconstruction of University Avenue to move off the old pier structure, with a roundabout connection at Marina, resurfacing and potential realignment of Marina with potential parking improvements, resurfacing of Spinnaker with pedestrian enhancements, and green infrastructure parking improvements. Although the City initially requested three separate scopes of work, based on public understanding of the project, NCE recommended a merged environmental review that protects the City, provides comprehensive information and greater transparency for decision makers and the public, provides greater flexibility for construction timing, and saved the City money. Once technical studies and an initial study were coordinated



Education

PhD, Human Sciences,
Specialization in Transformative
Social Change/International
Peace and Conflict Resolution,
Saybrook University, 2015
MA, Environmental Planning,
Consortium of the California
State University, 1988
BA, Social Ecology, University of
California, Irvine, 1978

Registrations and Certifications

Certificate, Environmental
Planning, University of California,
Irvine Extension, 1977

Professional Affiliations

Association of Environmental
Professionals
American Evaluation Association
Alliance for Peacebuilding
Association for Conflict
Resolution Northern California

Joined NCE

2018

Years of Experience

35 years

with design to ensure no environmental impacts would occur in this sensitive location, the project was able to be categorically exempted from CEQA.

On-Call Environmental Services

City of Berkeley, CA

Program Manager. NCE provides a wide range of California Environmental Quality Act and National Environmental Policy Act services for the City of Berkeley Planning Division and the City's Health, Housing, and Community Services. NCE prepares National Environmental Policy Act environmental reviews for the Single-Family Rehabilitation Program, Senior Disabled (Home) Rehabilitation Program, and community facility rehabilitations, and consults directly with the State Office of Historic Preservation on behalf of the City. Health, Housing, and Community Services rehabilitation projects range from single-family to community centers. Planning department projects include recent residential and mixed-use infill projects that cannot be exempt from the California Environmental Quality Act due to listing on CERCLIS: 1752 Shattuck Mixed-Use Project and 2555 College Avenue Residential Project. Gail is responsible for developing the scope, budget, planning, scheduling, coordination, and quality control of each project through delivery.

Central Avenue at I-80 Local Road Improvement Project

City of Richmond, CA

Environmental Compliance Lead/CEQA/NEPA Task Manager. The I-80 Interchange at Central Avenue has several traffic operations and public safety challenges associated with its current configuration. The City of Richmond, in partnership with Caltrans, proposes to implement roadway and traffic light improvement to address these issues. NCE is providing environmental compliance and permitting for the project under the Local Assistance Program through Caltrans District 4. NCE prepared the Preliminary Environmental Study (PES), obtained concurrence from Caltrans District 4 Environmental Staff and then conducted field investigations and technical studies for biological and cultural resources, hazardous materials, noise, air quality, water quality, hydrology, visual resources, and traffic. The cultural resources investigation included an Extended Phase 1 Archaeological Resources investigation (XPI) and the results of the Phase I Environmental Site Assessment (ESA) for hazardous materials required implementing a comprehensive Phase II ESA. NCE is leading the preparation of the CEQA Initial Study and environmental document.

On-Call Civil and Environmental Services for Infrastructure Projects

Contra Costa County, CA

California Environmental Quality Act/National Environmental Policy Act Compliance Lead. For nearly 20 years, NCE has provided civil and environmental services to Contra Costa County for both federally and non-federally funded infrastructure projects. NCE has provided civil design support, pavement and pavement management services, and storm drain system engineering and mapping. NCE has provided California Environmental Quality Act and National Environmental Policy Act compliance with federal, state, and local regulations for new construction and rehabilitation of existing facilities. Projects have included roadways (Bailey Road Intersection and Vasco Road Safety Improvement projects), airports (Buchanan Airport Business Park), bridges (Canal Road Bridge Replacement), flood control basins, and drainages (Storm Drain Geographic Information System). Projects have required agency coordination and regulatory compliance with the Federal Highway Administration, California Department of Transportation, National Historical Preservation Act, Clean Water Act, Endangered Species Acts, Porter-Cologne Water Quality Act, and the East Contra Costa County Habitat Conservation/Natural Community Conservation Plan. Specific services include air quality, cultural/historical resources, biological resources, California Environmental Quality Act, National Environmental Policy Act, environmental construction monitoring, hazardous materials, hydrology/water quality, noise/acoustics, mitigation/restoration design and monitoring, and regulatory permitting.

Cord Hute

Regulatory Compliance/Permitting

Cord Hute is experienced in environmental permitting, planning, biological surveys, biological monitoring, and project management. His expertise includes environmental planning and project permitting; aquatic and terrestrial ecological surveys; endangered species surveys; Environmental Impact Reports and Environmental Impact Statements under the California Environmental Quality Act and National Environmental Policy Act; Biological Assessments and Environmental Assessments; environmental oversight/monitoring of construction projects; state and federal Endangered Species Act consultations; wetland delineation and permitting; and wetland mitigation. He has provided services to both the private and public sectors— including telecommunications, utilities, oil and gas, public transportation projects, and residential and commercial development.

Cord has adeptly handled planning, permitting, and construction-monitoring projects throughout California, Nevada, Utah, Arizona, and New Mexico. He has managed and prepared innumerable environmental documents required to satisfy local, state, and federal agencies. He has consulted and successfully negotiated with a variety of agencies, including the U.S. Army Corps of Engineers, U.S. Fish & Wildlife Service, Bureau of Land Management, National Oceanic and Atmospheric Administration Fisheries, California Department of Fish & Wildlife, California Regional Water Quality Control Boards, California State Lands Commission, California Public Utilities Commission, and the San Francisco Bay Conservation and Development Commission.

Representative Projects

Sweeney Park Trail Connections Project

Alameda, CA

Senior Biologist. Cord completed environmental feasibility research and field surveys for special status species and aquatic resources to support the completion of final construction documents for key north-south bicycle and pedestrian trail connections to the Cross Alameda Trail within Sweeney Park. This included background and database searches to identify and document State of California (including any regionally or locally) designated special status species (SSS) including review of the California Department of Fish and Wildlife (CDFW), California Natural Diversity Database (CNDDDB) Rarefind, California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants of California, as well as local sources of information. NCE conducted a database review for potential jurisdictional aquatic resources including United States Geological Survey (USGS) topography, United States Fish and Wildlife Service's (USFWS) National Wetland Inventory data, imagery, and determination of the Natural Resources Conservation Service (NRCS) listed soils as hydric or non-hydric.

Grayson and Walnut Creeks Levee Improvement Project

City of Martinez, CA

Senior Biologist. Cord managed the implementation of the environmental studies (biological, aquatics, and cultural) for the project. The Contra Costa County Flood Control and Water Conservation District plans to raise the elevation of an existing levee by approximately 3.5 feet to increase flood protection for a sanitary district treatment plant. NCE supported



Education

BS, Biology, Environmental Science, University of Dubuque, 1995

Professional Affiliations

Association of Environmental Professionals
Society for Ecological Restoration
Society of Wetland Scientists
The Wildlife Society

Joined NCE

2022

Years of Experience

26 years

NCE Office Location:

Richmond, CA

the project by completing environmental technical studies to inform project design, California Environmental Quality Act compliance, and project permitting. NCE's work included completing a Phase I Environmental Site Assessment, Biological Resource Assessment, Cultural Resource Assessment, and an Air Quality Assessment. Our team conducted background research and database searches, developed comprehensive base maps, performed field investigations, developed models, and prepared technical studies for each of the four resource areas. During project delivery, the Flood Control District modified the project design, and our team was able to quickly adapt and modify our analysis and findings to accommodate the new design.

On-Call Environmental Services

City of Berkeley, CA

Senior Biologist. Cord provides biological resources services in support of projects requiring environmental documentation. NCE provides a wide range of California Environmental Quality Act and National Environmental Policy Act services for the City of Berkeley Planning Division. NCE prepares National Environmental Policy Act environmental reviews for the Single-Family Rehabilitation Program, Senior & Disabled (Home) Rehabilitation Program, and community facility rehabilitations, and works directly with the State Historic Preservation Office on behalf of the City. Rehabilitation projects range from single-family to community-center rehabilitations. Planning department projects include recent residential and mixed-use infill projects that cannot be exempt from the California Environmental Quality Act due to listing on CERCLIS: 1752 Shattuck Mixed-Use Project and 2555 College Avenue Residential project.

Iron Horse Nature Park and Open Space

City of Dublin, CA

Environmental Services Program Manager. Cord managed the implementation of the environmental studies (biological, aquatics, cultural, and hazardous materials contamination), the preparation and submittal of regulatory permit applications (California Department of Fish & Wildlife Lake and Streambed Alteration Agreement, Regional Water Quality Control Board Section 401 permit, and U.S. Army Corps of Engineers Nationwide 14 permit), and consultation with regulatory agencies to successfully secure environmental permits for the project. NCE's team of landscape architects, civil engineers, hydrologists, biologists, and environmental scientists are leading the design, permitting, and construction process for the conversion of an abandoned and contaminated railroad right of way into an innovative and transformative 1.5-mile linear nature park and the improvements to the adjacent Stagecoach Park. The proposed restoration and improvements will provide many different activities, features, and experiences that do not exist in any of the community's other parks.

Point Molate Beach Park Erosion Assessment

City of Richmond, CA

Senior Biologist. The Point Molate area is a key coastal resource for the City of Richmond. A section of coastline at a City Park began to erode at a rate that undermined a City road, created a public safety issue, and could lead to delays for a planned bike path unless addressed. NCE is completing the planning, permitting, and design for the coastal erosion and park improvements. NCE completed technical studies to support the California Environmental Quality Act, consultations (Endangered Species Act Section 7 and National Historic Preservation Act Section 10), Clean Water Act Section 404/401, Rivers and Harbors Act Section 10, and Bay Conservation and Development Commission permits. NCE is proactively working with regulatory and permitting agencies to provide the appropriate design that can be implemented at the earliest possible time to stop erosion and restore footing for the planned bike path.



FEHR & PEERS

Rob Rees, PE, TE, RSP₁ Principal

EDUCATION

B.S., Civil Engineering, University of California at Davis, 1987

REGISTRATIONS

Civil Engineer, State of California (#49620)
Traffic Engineer, State of California (#2053)
Roadway Safety Professional (#234)

AFFILIATIONS

Institute of Transportation Engineers

EXPERTISE

- Multimodal Operations & Simulation
- Active Transportation Planning & Engineering
- Transportation & Land Use Planning
- Transit Planning and Operations
- Vehicle Miles Travel & CEQA
- Parking & TDM
- Conceptual Design & Cost Estimating

PUBLICATIONS

A Policy for Accommodating and Prioritizing Pedestrians at Signalized Intersections, TRB 2016 Compendium of Papers
Smart Growth Parking Requirements Review, ITE Journal, December 2010
Planning a Multimodal Circulation System for University Campus, 1999 ITE District 6 Conference

ABOUT

With each project Rob brings a deep understanding of modal interactions and transportation safety with the technical understanding of civil engineering practices. A Principal in the Oakland office, Rob is a registered Civil Engineer and Traffic Engineer in California and a Roadway Safety Professional with 34 years of experience. His versatility is reflected in the variety of services Fehr & Peers provides. Rob applies his wide range of experiences in transportation planning and engineering to develop transportation systems that meet community needs and values.

Rob's breadth of experience is illustrated by his work representing Oakland on the East Bay BRT Project and the Waterfront Ballpark District Project. To date work includes multimodal microsimulation operations and conceptual engineering design to reflect the city's values including a careful balance of auto, transit, pedestrian, and bicycle modes as well as curb management strategies. Efforts also included public outreach meetings, public hearings, and numerous one-on-one meetings with merchants and stakeholders. For the BRT Project Rob assisted the city with final design review and construction support. While the Waterfront Project included a comprehensive VMT analysis consistent with SB 743 and a Transportation Management Plan addressing the safe and efficient movement of people to and from the ballpark. Rob also assisted the city with grant applications associated with both projects to obtain additional project funding to further enhance the bicycling and transit features.

PROJECT EXPERIENCE

Waterfront Ballpark District at Howard Terminal (Oakland, CA)

Rob led this comprehensive project including direct client collaboration and coordination between the city, the Port, and the A's, design development, directing technical staff, ensuring quality control, and documentation. The City of Oakland has been working with the Oakland A's to develop Howard Terminal at the Port into a ballpark with a mix of residential, office, and commercial uses. We prepared the multimodal transportation analysis for the city including a comprehensive evaluation of Vehicle Miles Travel (VMT) per SB 743. Technical work also included a Vissim microsimulation multimodal modeling to evaluate over 30 intersections before, during, and after a ballgame; Synchro modeling to evaluate over 70 additional intersections; collision analysis and countermeasure development at all intersections; seven (7) miles of Class 4 Bike Lane and Bus Only Lane geometric design; Transportation Management Plan for ballgames and Transportation Demand Management Plan for non-ballpark uses. This project is currently under ongoing

environmental review, Rob's team also prepared materials for the RAISE grant application to provide transit lanes on Broadway and bicycle facilities on Martin Luther King Jr. Way.

As the transportation recommendations and mitigation measures evolve Rob's team is assisting the city with concept and design development, responding to questions, and assisting with research and focused studies. Rob's team is also assisting with the final design for the Broadway corridor including bus only lanes and pedestrian safety enhancements as well as the Embarcadero rail corridor including fencing, at-grade multimodal crossings, and a multiuse trail. His team also prepared the concept plans for the 8th Street corridor in the city's effort to deliver this important one-mile project through Chinatown and Old Oakland.

UC Berkeley Long Range Development Plan & EIR (Berkeley, CA)

Rob participated with the consultant team to establish the twenty-year vision for transportation systems serving University of California Berkeley (UCB). Solutions de-emphasized private car use within the Campus while expanding the Campus network for scooter and bicycle use as well as pedestrians. New shuttle routes were identified to better connect buildings with high quality transit and emergency access routes were established to serve new buildings. Ride-sourcing areas were prioritized near primary auto corridors serving UCB to minimize impacts to neighborhoods and parking was consolidated within the four quadrants of campus to minimize auto circulation. Rob supported the technical analysis for the preparation of the transportation analysis for the EIR including the complexities evaluating Vehicle Miles Travel (VMT) for the existing and buildout populations for students, faculty, and staff. The VMT methodology was finalized after considering multiple data sources such as transportation survey data, census data, Streetlight origin-destination data, and travel demand model data. Key project features to reduce UCB's impact on the transportation system were student and faculty housing near or on the campus and a robust transportation demand management program with parking limitations.

Alameda Marina Master Plan EIR (Alameda, CA)

Rob participated in this project including preparation of the transportation chapter for the environmental documentation based on technical analysis conducted by Rob's Team. Coordinating with city staff, Fehr & Peers prepared the transportation assessment for the project under the current CEQA requirements and the new SB 743 legislation. The assessment included an evaluation of project impact on peak period travel times along the bridge and tunnel corridors providing access for the City of Alameda. The project also included a robust TDM plan to reduce the project trip generation and VMT.

Alta Bates Medical Center Master Plan & EIR (Oakland, CA)

Rob provided a variety of services for a new hospital and medical center, including the multi-modal transportation system serving the site, preparing the transportation section of the EIR, and design support during project construction.

Oak Knoll Project EIR (Oakland, CA)

Rob participated with the consultant team on the transportation work supporting the environmental documentation for the redevelopment of the Oak Knoll Naval Hospital site in the Oakland hills into 1,000 residential units and neighborhood serving retail. Working with the city and the environmental team, with input from the community, Fehr & Peers established the transportation study area for the environmental analysis and working with the city, AC Transit, and Caltrans evaluated the transportation consequences of the project documenting the findings in the transportation chapter to the EIR. A key component to the study included a Transportation Demand Management Plan which was adopted as a Condition of Approval along with on- and off-site mitigation measures.

Adeline Corridor Specific Plan & EIR (Berkeley, CA)

Rob supported the transportation analysis for the EIR and participated in the refinement of the land use and transportation alternatives for the specific plan. Fehr & Peers was part of the multi-disciplinary team that prepared the Specific Plan and EIR for the project. The Specific Plan includes a road diet to provide separated bikeways and improved pedestrian realm, as well as the development of 1,450 residential units and 65,000 square feet of commercial space. In addition to the LOS analysis, the EIR evaluated the impacts of the proposed street reconfiguration on pedestrians and cyclists using the StreetScore+ methodology which is based on build environmental factors. A VMT analysis of the project was also conducted.

Dublin Kaiser EIR (Dublin, CA)

Rob participated in the transportation impact assessment for the proposed Dublin Kaiser Medical Center Campus. As part of the assessment, the impacts and associated mitigation measures of the various phases of development were identified for intersections, roadway segments, and freeway facilities. A VMT assessment was also conducted, consistent with the evolving CEQA guidelines (SB 743). Parking, site access and circulation were also evaluated. Preliminary TDM strategies were identified to reduce overall vehicle trip generation.



Shawn Clark – Psomas

Utility Detection Senior Project Manager

Shawn Clark has 13 years of experience in providing Subsurface Utility Engineering (SUE) and project management services for projects throughout California. Shawn has successfully managed projects to completion with a wide range of agencies.

Shawn's expertise includes project initiation and coordination, contract management, construction management, site assessments, permitting and permit compliance. He has managed projects of varying size involving engineering, design, permitting, and installation/construction.

EDUCATION

1997/MBA/Business
Administration/California
State University, Chico

1991/BS/Business
Administration/California
State University, Chico

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers

Utility Engineering and
Surveying Institute

EXPERIENCE

With Psomas for 3 years;
with other firms for 21 years

Experience

Presidio Trust Pavement Rehabilitation Project – San Francisco, CA:

Utility Detection Manager to locate the horizontal and vertical locations for the underground utilities including water, gas, power, waste, communications, and cable/TV for the Presidio Trust Pavement Rehabilitation project. The technicians marked the indications directly on the surface of surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks were made in accordance with the Common Ground Alliance (CGA) Best Practices and utilized the best option for marking the utility locations.

Pacific Gas and Electric (PG&E) 2019-2022 On-Call Contract – Various Locations, CA:

Project Manager for subsurface utility detection for design of both gas and electric projects. Oversees and provides second opinion (verifying the location and completeness of the utility paint marks left by 811 Dig Alert) of work prior to potholing and construction excavation.

Corona-Norco USD Underground Utility Campus Mapping –

Corona - Norco, CA: Project Manager for subsurface utility detection on 49 CNUSD campuses. The project included locating and mapping each campuses' underground utilities in order to determine clear pathways for the installation of solar panels. Project required careful coordination with the design engineers, the school district, and each individual campus. Work was completed with a time sensitive schedule to meet the districts planning needs.

Rincon Band of Luiseño Indians Reservation-Wide Survey Grade Infrastructure Study – Valley Center, CA:

Project Manager providing subsurface utility detection and asset management services for the updating of the Rincon Tribe's GIS system and for a future broadband project in Rincon. This project involved utilizing several pieces of equipment to locate and document the location of utilities and their associated features, allowing the tribe to accurately update their GIS database.

Camino Del Rio & Hancock St San Diego – San Diego, CA: Project Manager providing subsurface utility detection services for the redevelopment of the site located at the northwest corner of Camino del Rio and Hancock Street in San Diego. This project involved utilizing several pieces of equipment to locate utilities for proposed construction and mapping of utilities for a future project.

**CHARLES M. WEAKLEY, PLS**

Principal

California Registered Professional Surveyor #6421

Professional Experience

Mr. Weakley is the manager in charge of all survey work undertaken by Mountain Pacific Surveys. This work is managed on a day-to-day basis by Mr. Weakley or Project Managers reporting directly to Mr. Weakley. His experience in land surveying includes construction layout of subdivision improvement and public roadways, photogrammetric control, precision as-built surveys, cadastral surveys, boundary determinations, and right-of-way calculations. Mr. Weakley is also responsible for the day to day operation of our photogrammetric engineering/aerial mapping sister company, Aerometric Surveys located in San Mateo, Ca.

Representative Projects

Street and Pavement Rehabilitation Projects, (over 20 jurisdictions, including Berkeley, Moraga, Orinda, San Leandro, Capitola, and others throughout the bay area) – Working as a sub-consultant to NCE, over the course of the past fifteen years Mountain Pacific Surveys has performed numerous detailed topographic and utility surveys, ADA ramp surveys, and Right of Way determination for over 100 miles of streets and over 2000 ramps in support of these City's pavement maintenance programs. Working together extensively on these past projects, NCE and MPS has developed successful strategies and methodologies to efficiently tackle the needs of this type of project.

Mare Island Naval Shipyard, Vallejo, California – Served as the photogrammetric engineering manager directing the preparation of design level aerial topographic mapping for an approximately 1,200 acre portion of the former shipyard. This project was completed as a sub-consultant to the civil engineering design firm.

One Marina Development, Redwood City, California – Project Manager for all surveys performed for the development of the One Marina residential condominium development. Performed or supervised aerial control and photogrammetric mapping, supplemental field topographic surveys, private ownership boundary and Cal-Trans Right-of-Way resolution, legal description and record map preparation, mapping of the Highway 101 overcrossing (top and underside), Redwood Creek bank surveys, and construction staking for all new improvements.

San Benito County - Utilizing a combination of traditional photogrammetric techniques and leading edge LiDAR technology, successfully completed planning level 100 scale mapping of this 10,000 acre project area. Mapping was compiled with a two foot contour interval and included color digital orthophotos for an approximate 200 square mile area.

Downtown Fairfield Mapping Project, Fairfield, California - The firm provided aerial control and aerial mapping in both digital and hardcopy format for a 24-block area of downtown Fairfield for a portion of the City's pilot GIS project. Mapping included all streets and utilities with 1' contours and spot elevations at a 50' grid.

Collaboration. Commitment. Confidence.

ncenet.com

NICHCON-02

MCCOWANA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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 License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Kelly Howell PHONE (A/C, No, Ext): (619) 574-6219 50202 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Kelly.Howell@ioausa.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : Fireman's Fund Indemnity Corporation INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Nichols Consulting Engineers, CHTD 300 E. 2nd Street, Suite 1210 Reno, NV 89501	NAIC # 13056 11380	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limited Cont Liab <input checked="" type="checkbox"/> Serv Interest GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0003222	5/17/2025	5/17/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ded \$ 0
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp.: \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll.: \$500	X	X	PSA0001184	5/17/2025	5/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0003030	5/17/2025	5/17/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PSW0001955	5/17/2025	5/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof. / Poll. Liab.			USF00807825	5/17/2025	5/17/2026	Per Claim 5,000,000
B	Ded.: \$50k Per Claim			USF00807825	5/17/2025	5/17/2026	Aggregate 5,000,000

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

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

Initial

Lc

8/5/2025

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Department 2263 Santa Clara Avenue Alameda, CA 94501-7575	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Policy Number: PSB0003222

RLI Insurance Company

Named Insured: Nichols Consulting Engineers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSA0001184
Named Insured: Nichols Consulting Engineers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

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

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow; and
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE,

D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:

- (a) \$60,000
- (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:

- (a) Any “auto” that is hired, rented or borrowed with a driver; or
- (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
- (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with 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" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

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 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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	5/17/2025	Policy No.	PSW0001955	Endorsement No.
Insured		Insurance Company		
Nichols Consulting Engineers		RLI Insurance Company		
Countersigned By _____				

IL N 018 01 22

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Policy Number: PSE0003030



NOTICE TO OUR INSURED AND THEIR AGENTS OF OUR CLAIM NOTIFICATION PROCEDURE

As part of our continuing effort to provide you with the best service available,
ALL CLAIMS, OCCURRENCES, INCIDENTS, LAWSUITS
under this policy are to be reported immediately to:

**RLI Insurance Company
P.O. Box 3961
9025 N. Lindbergh Drive
Peoria, IL 61612-3961**

**Phone: (877) 863-5095
Fax: (877) 863-4352**

Email: new.claim@rlicorp.com

ALL LOSSES must be reported in the usual manner as well, to your AGENT or
BROKER.

Below is a "cut-out" card to keep in your wallet or with your business papers.

We pledge to continue upgrading our services to our valued policyholders.

Sincerely,

A handwritten signature in cursive script that reads "Robert S. Handzel".

Robert S. Handzel
Vice President, Chief Claim Officer

CUT ALONG DOTTED LINE

Insured: Nichols Consulting Engineers

Policy No: PSE0003030

**RLI Insurance Company
P.O. Box 3961
9025 N. Lindbergh Drive
Peoria, IL 61612-3961
Phone: (877) 863-5095
Fax: (877) 863-4352
Email: new.claim@rlicorp.com**

Keep this card with you or in a safe place.

IL N 014 09 03

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Policy Number: PSE0003030



RLI Insurance Company
Peoria, Illinois 61615

NOTICE TO POLICYHOLDERS

REGARDING THE UNITED STATES TREASURY DEPARTMENT – OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

This Policyholder Notice does not provide coverage nor can it be construed to replace any provisions of your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered by your policy. This Notice should only be used to provide information concerning the possible impact of your insurance coverage as it relates to directives issued by OFAC.

PLEASE READ THIS NOTICE CAREFULLY.

OFAC administers and enforces economic and trade sanctions and places restrictions on certain transactions. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation. OFAC has identified and named numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers, among others, as “Specially Designated Nationals and Blocked Persons.” The complete list can be found on the United States Treasury website – <http://www.treas.gov/ofac>.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance contract is considered a blocked or frozen contract and will be considered null and void. When an insurance policy is considered to be a blocked or frozen contract, all provisions of this insurance will be immediately subject to OFAC, and neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.



IMPORTANT NOTICE TO POLICYHOLDERS

TERRORISM RISK INSURANCE ACT, AS AMENDED

Under the Terrorism Risk Insurance Act, as amended (the "**Act**"), we must make coverage for "**certified acts of terrorism**" available in the policies we offer. We notified you at the time of offer and purchase of the policy to which this Notice is attached that this coverage was available and we gave you the right to reject our offer of such terrorism coverage. If you elected to purchase the coverage, the premium charged for such coverage is shown on the Declarations page of the policy. If you elected to reject the coverage we have not charged your policy for terrorism coverage and have attached a terrorism exclusion to your policy.

PLEASE NOTE: IF YOU REJECTED THE OFFER OF FEDERAL TERRORISM INSURANCE COVERAGE, THAT REJECTION DOES NOT APPLY TO THE LIMITED EXTENT THAT RELEVANT STATE LAW REQUIRES COVERAGE FOR FIRE LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THE ACT.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Specific coverage terms for terrorism, including limitations and exclusions, are more fully described in endorsements attached to the policy. Your policy may contain an exclusion for losses that are not eligible for federal reinsurance under the Act.

Definitions:

"**Certified act of terrorism**," as defined in Section 102(1) of the Act, means an act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**RLIPack® EXCESS LIABILITY
DECLARATIONS**



RLI Insurance Company
9025 N. Lindbergh Drive - Peoria, Illinois 61615

POLICY NO: PSE0003030

PRODUCER: 66759
IOA Insurance Services (66759)
3636 Nobel Dr Ste 410
San Diego, CA 92122

ITEM 1. NAMED INSURED AND MAILING ADDRESS

Nichols Consulting Engineers
dba: Nichols, Vallerga & Associates
300 E. 2nd Street
Suite 1210
Reno, NV 89501

ITEM 2. POLICY PERIOD (Mo./Day/Yr.)

FROM 05/17/2025 **TO** 05/17/2026 **12:01 A.M. Standard Time at your mailing address shown above.**

ITEM 3. LIMITS OF LIABILITY

\$ 5,000,000	Each Occurrence
\$ N/A	Each Occurrence Auto Sublimit
\$ 5,000,000	General Aggregate
\$ 5,000,000	Products-Completed Operations Aggregate

ITEM 4. SCHEDULE OF UNDERLYING INSURANCE

See PPU 110

ITEM 5. PREMIUM

Non-Auditable ☒

Flat Rate:

Auditable

Advance Premium: \$

Rate: \$

Premium Basis:

Estimated Exposure:

Audit Period (annual unless noted):

Policy Minimum: \$ Terrorism

Charge: Total Premium Due:

ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AND MADE A PART OF THIS POLICY AT ISSUE

See endorsement RIL 2150

Countersigned by

Authorized Representative

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Item 4. of the declarations is amended to include:

Type of Coverage	Carrier	Eff. Date	Exp. Date	Limits
General Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	05/17/2025	05/17/2026	Occurrence \$ 1,000,000 Aggregate \$ 2,000,000
Employers' Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	05/17/2025	05/17/2026	Each Accident: Statutory Limits or \$1,000,000 ,whichever is greater Disease Each Employee: Statutory Limits or \$1,000,000 ,whichever is greater Disease Policy Limit: Statutory Limits or \$1,000,000 ,whichever is greater
Business Auto Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	05/17/2025	05/17/2026	Each Accident \$1,000,000

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

FORMS APPLY IN ALL STATES UNLESS DESCRIBED OTHERWISE IN THE FORM OR IN THE 'Applicable In' COLUMN BELOW.

Form Number	Form Title	Applicable In
PPU101 07 17	RLIPACK COMMERCIAL EXCESS LIABILITY COVERAGE FORM	
PPK2108 05 11	RLIPACK NOTICE OF CANCELLATION OR NONRENEWAL - DESIGNATED PERSON OR ORGANIZATION	
PPU300 06 10	RLIPACK ASBESTOS EXCLUSION	
PPU301 06 10	RLIPACK SILICA EXCLUSION	
PPU302 03 20	RLIPACK FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION	
PPU303 06 10	RLIPACK LEAD EXCLUSION	
PPU304 06 10	RLIPACK FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT	
PPU305 06 10	RLIPACK DISCRIMINATION EXCLUSION	
PPU306 06 10	RLIPACK EMPLOYMENT PRACTICES LIABILITY EXCLUSION	
PPU307 06 10	RLIPACK DAMAGES TO PREMISES RENTED TO YOU EXCLUSION	
PPU308 06 10	RLIPACK UM/UIM EXCLUSION	AZ
PPU308 09 11	RLIPACK UNINSURED/UNDERINSURED MOTORISTS EXCLUSION	NV,CA
PPU310 01 15	RLIPACK CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	
PPU343 01 24	PUNITIVE DAMAGE EXCLUSION	
PPU427 05 12	NEVADA CHANGES	
RIL2143 11 13	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)	
ILF0001 04 22	SIGNATURE PAGE	

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

RLIPack® COMMERCIAL EXCESS LIABILITY COVERAGE FORM

(Occurrence Form)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as an insured person under the terms of the **underlying insurance**.

Other words and phrases that appear in bold print have special meaning. Refer to **SECTION II – DEFINITIONS**.

In consideration of the payment of premium, in reliance upon the statements in the Declarations and Schedule of Underlying Insurance which are made a part of this policy, and subject to the terms, conditions and exclusions of this policy we agree with you as follows:

SECTION I – INSURING AGREEMENT

A. Coverage

Subject to the other provisions of this policy, we will pay on behalf of the insured the insured's **ultimate net loss** if such loss results from an occurrence insured by **underlying insurance**. However, the insurance afforded by this policy shall apply: (a) only in excess of the **underlying insurance**; (b) only after the **underlying insurance** has been exhausted by payment of the limits of liability of such insurance; and (c) only if caused by an occurrence which takes place during the policy period and in the coverage territory as defined in the **underlying insurance**. If the **underlying insurance** does not pay a loss, for reasons other than exhaustion of an aggregate limit of liability, then we shall not pay such loss.

This policy, except where provisions to the contrary appear herein, is subject to all of the conditions, agreements, exclusions, endorsements and limitations of and shall follow the underlying insurance in all respects.

B. Defense And Expense Of Claims And Suits

1. We shall not be obligated to assume charge of or participate in the settlement or defense of any claim made, or suit brought, or proceedings instituted against the insured. However, we shall have the right and opportunity to be associated with the insured in the defense of any claim, suit or proceeding which, in our opinion, may create

liability under the terms of this policy. If we assume such right and opportunity, we shall not continue to defend or participate in the defense of any claim or suit after the applicable limit of liability of this policy has been exhausted.

2. We shall not pay any expenses except as follows:

- a. If the insured is legally liable for interest which accrues on a judgment after the entry of the judgment and before we have paid, offered to pay, or deposited in court the amount of the judgment to which this policy applies, then we will pay the interest on the amount of the judgment to which this policy applies.
- b. If an expense is incurred directly by us and solely at our discretion, then we will pay such expense.
- c. If a payment for damages is made under this policy, then we will pay related prejudgment interest for which the insured is legally liable, provided:

(1) The **underlying insurance** pays prejudgment interest; and

(2) Our share of prejudgment interest shall not exceed the proportion that payment for damages under this policy bears to the total damages determined by final judgment or settlement.

3. Subject to all of the foregoing:

- a. If the defense expense payments are included within the limit of liability of the **underlying insurance** by the terms of that policy, then any such expense payment we make shall reduce the limit of liability of this policy.
- b. If the **underlying insurance** does not include defense expense payments within its limit of liability by the terms of that policy, then any such expense payment we make shall not reduce the limit of liability of this policy.

C. Limits Of Liability

1. The limit of liability stated in the Declarations as applicable to each occurrence shall be the total limit of our liability for all **ultimate net loss** sustained by any one person or as the result of any one occurrence as applied to the appropriate coverage.
2. Subject to the limit of liability for each occurrence:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all **ultimate net loss**, except **ultimate net loss** because of injury and damage included in the products-completed operations hazard or for covered claims involving automobile liability; and
 - b. The limit of liability stated in the Declarations as products-completed operations aggregate is the most we will pay during each policy period for all **ultimate net loss** because of injury and damage included in the products-completed operations hazard.
3. This insurance shall apply only as excess of the **underlying insurance** limits of liability shown in the Declarations. However, if the limit of liability of the **underlying insurance** shown in the Declarations has been reduced or exhausted because of payments for an occurrence which took place during our policy period, then this policy shall apply as excess of such reduced limit of liability of the **underlying insurance**.

SECTION II – DEFINITIONS

- A. Ultimate net loss** means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded under this policy, after proper deduction for all recoveries or salvage.

Ultimate net loss shall include defense expense payments made by the insurer of the **underlying insurance**, provided that such expenses are included within the limit of insurance of the **underlying insurance** by the terms of that policy.

- B. Underlying insurance** means the policy or policies of insurance in the Schedule of Underlying Insurance.

SECTION III – EXCLUSIONS

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply:

A. Pollution

- 1. Advertising injury, bodily injury, personal injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - a. That are, or that are contained in any property that is:
 - (1) Being moved from the place where such property or pollutants are accepted by an insured for movement into or onto an automobile;
 - (2) Being transported or towed by an automobile;
 - (3) Otherwise in the course of transit by or on behalf of an insured;

- (4) Being stored, disposed of, treated or processed in or upon an automobile; or
 - (5) Being moved from an automobile to the place where such property or pollutants are finally delivered, disposed of or abandoned by an insured;
- b. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to, any insured;
 - c. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - d. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom any insured may be legally responsible; or
 - e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;
 - (1) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants.

Paragraphs **1.a.(4)** and **1.b.** through **1.e.** above do not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an automobile or its parts, if the pollutants escape, seep or migrate or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

Paragraphs **1.b.** through **1.e.** above do not apply to pollutants not in or upon an automobile if:

- a. The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an automobile;
- b. The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage; and
- c. The bodily injury or property damage is not otherwise excluded under Paragraph **1.a.** of this exclusion.

Paragraph **1.e.(1)** above does not apply to bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Paragraphs **1.b.** and **1.e.(1)** above do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - b. Claim or suit by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

As used in this exclusion:

1. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be; and
2. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of.

B. Nuclear Energy Liability Exclusion (Broad Form)

This policy does not apply:

1. Under any Liability Coverage, to **ultimate net loss**:
 - a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payment Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **ultimate net loss** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
3. Under any Liability Coverage, to **ultimate net loss** resulting from the hazardous properties of nuclear material, if:
 - a. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **3.** applies only to **ultimate net loss** to such nuclear facility and any property thereat.

As used in this policy:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means source material, special nuclear material or by-product material;

Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

Waste means any waste material (1) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

Nuclear facility means:

- (a) Any nuclear reactor;
- (b) Any equipment or device designed or used for: (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

Ultimate net loss includes all forms of radioactive contamination of property.

C. Workers' Compensation And Similar Laws

This policy does not apply:

To any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION IV – CONDITIONS

A. Appeal – In the event you or any underlying insurer elect not to appeal a judgment in excess of the amount of any **underlying insurance**, we may elect to appeal. Our limit of liability shall not be increased because of such appeal. Any appeal we elect to make will be at our cost and expense.

B. Assignment – Your interest in this policy may not be transferred to another; except by an endorsement issued by us which gives our consent. If you die, this policy shall apply: (1) to your legal representative, but only while acting within the scope of their duties as such; and (2) with respect to your property, to the person having proper temporary custody as an insured, but only until the appointment and qualification of the legal representative.

C. Changes – This policy may be changed only by an endorsement issued to form a part of the policy. Notice to you or to our agent or knowledge possessed by us, by our agent or by any other person shall not affect a waiver or a change in any part of this policy. Nor will such notice or knowledge prevent us from asserting any right under the terms of this policy.

D. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be computed at ninety percent (90%) of pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. Duties In The Event Of Occurrence, Claim Or Suit

You must see to it that we receive prompt written notice of an occurrence which may result in a claim under this policy. Notice should include how, when and where the occurrence took place. The names and addresses of any injured persons and witnesses must be included.

If a claim is made or suit brought against any insured, you must see to it that we receive prompt written notice of the claim or suit.

You and any other insured involved must:

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

It is a requirement of this policy that you do not make any admission of liability. You shall not, unless we agree, incur any expense or make any payment. If you do, such liability, expense or payment will be at your own cost.

F. Bankruptcy Of The Underlying Insurer – In the event of the bankruptcy or insolvency of the insurer of any **underlying insurance**, the insurance afforded by this policy shall not replace such **underlying insurance**. Rather, this policy shall apply in the same manner as though such **underlying insurance** were available and collectible.

G. Maintenance Of Underlying Insurance – You agree to maintain all **underlying insurance** in full force and effect as scheduled in the Schedule of Underlying Insurance at the inception of this policy and during our policy period except for reduction of aggregate limits of liability by payment of losses. If any **underlying insurance** is not maintained in full effect by the insured, or if there is any material change in the terms, conditions or scope of coverage, by endorsement or otherwise, of any **underlying insurance**, the insurance afforded by this policy shall apply in the same manner as though such **underlying insurance** had been in full effect, so maintained and unchanged. You agree to notify us promptly if any **underlying insurance** is cancelled or terminated.

H. Premium – Premiums for this policy shall be stated in the Declarations and computed in accordance with our rules, rates, rating plans, premiums, and minimum premiums applicable to this insurance. If this policy is issued for a period in excess of one year, the premium for this policy may be revised on each annual anniversary. Any such revision will be in accordance with our manuals in effect at that time.

If the policy is issued on a non-auditable basis, the Flat Rate Premium becomes the policy premium.

If the policy is issued on an auditable basis, the premium designated on the Declarations page as Advance Premium shall be credited to the amount of earned premium due at the end of the policy period. At the close of each audit period, the earned premium shall be computed for such period. Upon notice to you, it shall become due and payable. If the total earned premium exceeds the Advance Premium previously paid, the amount by which the earned premium exceeds the Advance Premium shall be due and payable to us by you. In no case shall the earned premium be less than the Minimum Premium shown on the Declarations page.

You shall maintain records of such information as is necessary for premium computation. You shall send copies of such records to us at the end of this policy period. You shall also send us copies of such records at such times during the policy period as we may direct.

I. Legal Action Against Us – No legal action shall be brought against us unless the insured has fully complied with all terms of this policy. In addition, no legal action shall be brought against us until the amount of the insured's obligation to pay has been finally determined. The insured's obligation to pay must be finally determined either by judgment against the insured after actual trial or by written agreement between us, the insured and the claimant.

J. Conformity – Terms of this policy which are in conflict with the laws of the state wherein this policy is issued are hereby amended to conform to such laws.

K. Other Insurance – If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, other than insurance that is specifically excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance.

L. Subrogation – In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

M. Salvage – All salvage, recoveries, or payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall then be made between the insured and us. Nothing in this clause shall be construed to mean that losses under this policy are not recoverable until the insured's ultimate net loss has been finally ascertained.

N. Inspection And Audit – We shall be permitted but not obligated to inspect your property and operations at any time. Neither our rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe.

We may examine and audit your books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

O. Separation Of Insureds – Except with respect to the limits of liability this insurance applies as if each Named Insured were the only Named Insured and separately to each insured against whom claim is made or suit is brought.

P. Payment Of Loss – It is a condition of this policy that the insurance afforded under this policy shall apply only after the underlying insurance has been exhausted by payment of its limits of liability. Upon final determination by settlement, award or verdict of the liability of the insured, we will promptly pay you as you shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by us within thirty (30) days after they are respectively claimed and proof of loss filed with us in conformity with this policy. Bankruptcy or insolvency of the insured shall not relieve us of any of our obligations hereunder.

Policy Number: PSE0003030
Named Insured: Nichols Consulting Engineers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

City of Sparks

Email Address:

US Mail Address:

Attn: Purchasing Division

P.O. Box 857

Sparks, NV 89432-0857

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0003030
Named Insured: Nichols Consulting Engineers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

City of Corona

Email Address:

US Mail Address:

755 Public Safety Way
Corona, CA 92880

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0003030
Named Insured: Nichols Consulting Engineers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

City of Laguna Niguel

Email Address:

US Mail Address:

30111 Crown Valley Parkway
Laguna Niguel, CA 92677

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0003030
Named Insured: Nichols Consulting Engineers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:
as per schedule to be provided upon request

Email Address:

US Mail Address:

,

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0003030
Named Insured: Nichols Consulting Engineers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

City of San Leandro

Email Address:

US Mail Address:

835 East 14th St.

San Leandro, CA 94577

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of:

1. Asbestos, asbestos fibers or asbestos products or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such bodily injury, property damage, personal and advertising injury, or medical payments;
2. Any supervision, instructions, recommendations, notices, warnings, testing, monitoring or advice given or which should have been given in connection with the manufacturing, selling, renting, consulting, removal, demolition, and/or distributing of asbestos, asbestos fibers or asbestos products or products or premises containing asbestos;
3. Removal of asbestos or products containing asbestos including:
 - a. Cost of asbestos removal and replacement with other fire retardant materials;
 - b. Property damage in the course of removing asbestos, asbestos fibers or asbestos products.
4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos fibers, or asbestos products; or
5. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, or asbestos products.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] SILICA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to:

1. Bodily injury or medical payments arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. Property damage arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. Personal and advertising injury arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

"Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to **ultimate net loss** arising out of the rendering or failure to render any **professional services**.

“Professional Services” means any service requiring specialized skill or training including but not limited to the following:

- a.** Preparing, approving, or failing to prepare or approve any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, permit application, payment request, manual or instruction;
- b.** Supervision, inspection, quality control, architectural, engineering or surveying activity or service, job site safety, warning or failure to warn, construction contracting, construction administration, construction management, computer consulting or design, software development or programming service, or selection of a contractor, subcontractor or subconsultant;
- c.** Monitoring, testing, or sampling service necessary to perform any of the services included in **a.** or **b.** above.

- d.** Legal, accounting or advertising services;
- e.** Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- f.** Any health or therapeutic service treatment, advice or instruction;
- g.** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- h.** Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- i.** Body piercing services; and
- j.** Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering or failure to render of any “professional services”.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of:

1. The ingestion, inhalation or absorption of lead in any form or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such bodily injury, property damage, personal and advertising injury, or medical payments;
2. Any supervision, instructions, recommendations, notices, warnings, testing, monitoring or advice given or which should have been given in connection with the manufacturing, selling, renting, consulting, removal, demolition and/or distributing of lead or products or premises containing lead;
3. Removal of lead or products containing lead, including property damage in the course of removing lead;
4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
5. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location**
- B. Additional Insured – Primary/Non-contributory**
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph **2.a. of C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a.** The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
 - (1)** injury and damage included in the products-completed operations hazard or;
 - (2)** any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1)** premises involving the same or connecting lots;
- (2)** premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3)** premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] DISCRIMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of discrimination based on, but not limited to, race, color, creed, sex, religion, age, weight, national origin, gender, handicap, familial preference, or sexual preference.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] EMPLOYMENT PRACTICES LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to any liability or damages which arise out of any:

- 1.** Refusal to employ
- 2.** Termination of employment
- 3.** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omission; or
- 4.** Consequential bodily injury or personal and advertising injury as a result of **1.** through **3.** above.

This exclusion applies:

- 1.** Whether the injury-causing event described in paragraphs **1.** through **3.** above occurs before, during or after employment of any person:
- 2.** Whether the insured may be held liable as an employer or in any other capacity; or
- 3.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] DAMAGE TO PREMISES RENTED TO YOU EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] UM/UIM EXCLUSION

This insurance does not apply to sums which the insured shall be legally entitled to recover as damages from the owner or operator of an uninsured auto or underinsured auto because of injuries sustained by the insured, caused by an accident and arising out of the ownership, maintenance or use of such auto.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] UNINSURED/UNDERINSURED MOTORISTS EXCLUSION

This insurance does not apply to sums which the insured shall be legally entitled to recover as damages from the owner or operator of an uninsured auto or underinsured auto because of injuries sustained by the insured, caused by an accident and arising out of the ownership, maintenance or use of such auto.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY (FOLLOWING FORM)
COMMERCIAL UMBRELLA LIABILITY
EXCESS UMBRELLA LIABILITY

- A.** With respect to any one or more **certified act of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the Terrorism Risk Insurance Act, as amended ("Terrorism Risk Insurance Act"), due to the application of any clause which results in a cap on our liability for payments for terrorism losses.
- B.** The following definition is added:
- 1. Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the "Terrorism Risk Insurance Act." The "Terrorism Risk Insurance Act" sets forth the criteria for a **certified act of terrorism** including:
 - a.** The act resulted in aggregate losses in excess of \$5 million; and
 - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 - C.** If aggregate insured losses attributable to acts of terrorism certified under the federal "Terrorism Risk Insurance Act" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the "Terrorism Risk Insurance Act," we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
 - D.** The terms and limitations of any terrorism endorsement or exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PUNITIVE DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This policy does not apply:

To any punitive damages, exemplary damages, multiplied portion of any damages, or the defense thereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number: PSE0003030

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

B. Section IV – Conditions is amended as follows:

1. The following replaces Paragraph **D.2. Cancellation**:

2. Cancellation Of Policies In Effect

a. For Less Than 70 Days

If this policy has been in effect for less than 70 days:

(i) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(a) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

b. For 70 days or more

If this policy has been in effect for 70 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;

(iii) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;

(iv) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;

(v) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(vi) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;

(vii) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

2. The following paragraphs are added:

Q. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

If this policy has been issued to a condominium association, we will also mail or deliver the written notice of nonrenewal to each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.

2. We need not provide this notice if:

a. You have accepted replacement coverage;

b. You have requested or agreed to nonrenewal; or

c. This policy is expressly designated as nonrenewable.

R. Notices

1. Notice of cancellation or nonrenewal will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state:
 - a. The specific reason for cancellation or nonrenewal; and
 - b. The effective date of nonrenewal.
2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY
COMMERCIAL EXCESS UMBRELLA LIABILITY
RLIPACK® COMMERCIAL EXCESS LIABILITY

Any endorsement addressing acts of **terrorism** (however defined) in any **underlying insurance** does not apply to this excess insurance. The following provisions addressing acts of **terrorism** apply with respect to this excess insurance.

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make **terrorism** coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for **terrorism** losses. (That deductible determines the amount of all certified **terrorism** losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified **terrorism** losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential **terrorism** losses above such deductible; or
 - (3) Redefine **terrorism** or make insurance coverage for **terrorism** subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any **terrorism** endorsement already endorsed to this policy that addresses **certified acts of terrorism** and/or other acts of terrorism, but only with respect to an incident(s) of **terrorism** (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims-made policies, such an endorsement is superseded only with respect to an incident of **terrorism** (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any **terrorism** endorsement already endorsed to this policy, that addresses **certified acts of terrorism** and/or other acts of terrorism, will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- B. The following definition is added and applies under this endorsement wherever the term **terrorism** is in boldface type:

Terrorism means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for **ultimate net loss** resulting from injury or damage caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. **Ultimate net loss** resulting from injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of **terrorism**, there is no coverage under this Coverage Part.

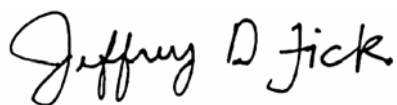
In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to injury or damage that is otherwise excluded under this Coverage Part.

Policy Number: PSE0003030

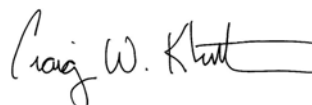
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SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President