

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and TERRAPHASE ENGINEERING INC, a California S corporation, whose address is 1404 FRANKLIN STREET, SUITE 600, OAKLAND, CA 94612 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

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

B. The City is in need of the following services: on-call environmental/hazardous materials consulting services at Alameda Point. Consistent with administrative procurement regulations, the City Manager has determined it is unnecessary to follow the City’s administrative selection procedures in awarding this Agreement to Provider, given that the City has experienced satisfactory services from Provider at a reasonable cost for more than the past five years.

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

D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.

E. The City and Provider desire to enter into an agreement for on-call environmental/hazardous materials consulting services at Alameda Point, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 2024, and shall terminate on the ____ day of _____ 20____, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager or their designee may submit written notice that the Agreement is to be extended on the same terms and conditions as the existing Agreement, subject to fee schedule on Exhibit B attached hereto.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

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

FY 24-25 total compensation shall not exceed \$295,803
 FY 25-26 total compensation shall not exceed \$257,016
 FY 26-27 total compensation shall not exceed \$228,858
 FY 27-28 total compensation shall not exceed \$235,192
 FY 28-29 total compensation shall not exceed \$293,214
 Total five-year compensation shall not exceed **\$1,310,083**

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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

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


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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). 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

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

(5) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and,

except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSUREDS:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

17. NOTICES:

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

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

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

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

City of Alameda
Base Reuse and Economic Development Department
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Abigail Thorne-Lyman
Ph: (510) 747-6899 / Email: athornelyman@alamedaca.gov

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

Terraphase Engineering, Inc.
1400 Franklin Street, Suite 600
Oakland, CA 94512
ATTENTION: Andrew Romolo, VP, PG
Ph: (510) 645-1856 / Email: andrew.romolo@terrphase.com

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

City of Alameda
Base Reuse and Economic Development Department
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Annie Cox
Ph: (510) 747-6893 / Email: acox@alamedaca.gov

18. **SAFETY:**

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

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. PREVAILING WAGES:

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

and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

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

30. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TERRAPHASE ENGINEERING
a California corporation

CITY OF ALAMEDA
a municipal corporation

DocuSigned by:
Andrew Romolo
46FB40A9AE85479...
Andrew Romolo
Chief Financial Officer

Jennifer Ott
City Manager

DocuSigned by:
William Carson
78E65AD08026418...
William Carson
Chief Executive Officer

RECOMMENDED FOR APPROVAL

Signed by:
Abigail Thorne-Lyman
2E1B71136B954F0...
Abigail Thorne-Lyman
Base Reuse and Economic Development
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:
Len Astorian
769D25E39B18464...
Len Astorian
Assistant City Attorney



August 16, 2024

Ms. Abby Thorne-Lyman
Director of Base Reuse and Economic Development
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

sent via email to: athornelyman@alamedaca.gov

Subject: Environmental/Hazardous Materials Consulting Services for Alameda Point, Base Reuse, City of Alameda

Dear Ms. Thorne-Lyman:

Terraphase Engineering Inc. (Terraphase) is pleased to submit this proposal to the City of Alameda (“the City”) for environmental/hazardous materials consulting services for Alameda Point. Terraphase understands that the City is requesting a budget for fiscal year 2024 through 2025. In addition, the City is requesting that Terraphase provide a budget outlook for the following four fiscal years, for possible one-year contraction extensions, through fiscal year 2028 through 2029.

We understand that the City is looking to have Terraphase continue working closely with the City’s Base Reuse and Economic Development Department and serve as the strategic advisor, project manager, and primary point of contact for all hazardous materials issues related to Alameda Point clean-up, conveyance, development, and other related technical work. Mr. Andrew Romolo, P.G. will continue to work as the main project manager in this role and main Terraphase contact for the City. He has over 25 years of experience working as a geologist in the engineering and environmental consulting industry, including over 20 years in projects along the San Francisco Bay shoreline. He is a registered professional geologist in the State of California and is a founding partner of Terraphase.

The attached tables provide the anticipated scope of work for the fiscal years from 2024 through 2029 (Tables 1 through 5, respectively). The anticipated level of effort is provided for each fiscal year. For fiscal year 2024 through 2025, Terraphase proposes to use our 2024 standard schedule of charges, discounted 10%. For each following one-year extension, Terraphase will review with the City the anticipated scope of work presented in this letter to confirm that the budget assumptions are an accurate representation of the anticipated level of effort for that fiscal year and can make the appropriate adjustments. This budget review can be scheduled to take place in May such that the appropriate budget is assigned by the beginning of the next fiscal year. The schedule of charges will be adjusted for each one-year extension; Tables 2 through 5 include preliminary approximations.

We are grateful for the opportunity to continue to offer our services on this important project. If you have any questions or comments regarding this proposal, please contact Mr. Andrew Romolo at 510-326-1473.

August 16, 2024
Environmental/Hazardous Materials Consulting Services for
Alameda Point, Base Reuse, City of Alameda

Sincerely,
For Terraphase Engineering Inc.



Andrew Romolo, PG
Vice President/Senior Principal Geologist

Attachments:

- Table 1 – 2024-2025 Cost Estimate
- Table 2 – 2025-2026 Cost Estimate
- Table 3 – 2026-2027 Cost Estimate
- Table 4 – 2027-2028 Cost Estimate
- Table 5 – 2028-2029 Cost Estimate

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____

Printed Name: _____

Title: _____ *Date:* _____

Table 1 - 2024-2025 Cost Estimate

City of Alameda, Base Reuse and Economic Development
Alameda, California

Category	Units	2024 Standard Rate	Discount	Rate	Task 1: Prepare for and attend RAB Meetings, BCT Meetings		Task 2: Building Demolition and Renovation Support, Development Support		Task 3: Property Transfer, Prospective Developer Correspondence, Prospective Tenant Correspondence		Task 4: TRW Correspondence and Oversight		Task 5: PFAS Consultation and Review		Task 6: Indoor Air Consultation		Task 7: Review of Navy Technical Documents		Task 8: Project Management		TOTALS	
					Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Labor																						
Senior Principal	Hour	\$ 303.00	10%	\$ 272.70	24	\$ 6,545	100	\$ 27,270	100	\$ 27,270	40	\$ 10,908	40	\$ 10,908	80	\$ 21,816	40	\$ 10,908	16	\$ 4,363	440	\$ 119,988
Principal	Hour	\$ 286.00	10%	\$ 257.40		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Associate	Hour	\$ 266.00	10%	\$ 239.40	32	\$ 7,661	150	\$ 35,910	24	\$ 5,746	24	\$ 5,746	24	\$ 5,746	100	\$ 23,940	24	\$ 5,746	40	\$ 9,576	418	\$ 100,069
Associate	Hour	\$ 250.00	10%	\$ 225.00		\$ -	80	\$ 18,000		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	80	\$ 18,000
Senior Project	Hour	\$ 235.00	10%	\$ 211.50		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Project	Hour	\$ 219.00	10%	\$ 197.10		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Staff 2	Hour	\$ 202.00	10%	\$ 181.80		\$ -	220	\$ 39,996		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	220	\$ 39,996
Senior Staff 1	Hour	\$ 183.00	10%	\$ 164.70		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff 2	Hour	\$ 164.00	10%	\$ 147.60		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff 1	Hour	\$ 144.00	10%	\$ 129.60		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Technician	Hour	\$ 149.00	10%	\$ 134.10		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 3	Hour	\$ 129.00	10%	\$ 116.10		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 2	Hour	\$ 109.00	10%	\$ 98.10		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 1	Hour	\$ 91.00	10%	\$ 81.90		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Editor/ Senior Project Coordinator	Hour	\$ 158.00	10%	\$ 142.20		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Editor 2/Project Coordinator 2/Accountant 2	Hour	\$ 140.00	10%	\$ 126.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Editor 1/Project Coordinator 1/Accountant 1	Hour	\$ 117.00	10%	\$ 105.30		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Administrator/Project Assistant/Billing Specialist	Hour	\$ 98.00	10%	\$ 88.20		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Terraphase Labor						\$ 14,206		\$ 121,176		\$ 33,016		\$ 16,654		\$ 16,654		\$ 45,756		\$ 16,654		\$ 13,939		\$ 278,053
Direct Costs																						
Subcontractor																						
Laboratory Cost	LS	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Hazardous Material Building Analysis	LS	\$ 3,000.00		\$ 3,000.00		\$ -	1	\$ 3,000		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 3,000
Total Subcontractor Costs						\$ -		\$ 3,000		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 3,000
Other Direct Costs																						
EXAMPLE ROW - Mailing	event	\$ 200.00		\$ 200.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Other Direct Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Direct Cost Handling			10%	10.0%		\$ -		\$ 300		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 300
Total Direct Costs						\$ -		\$ 3,300		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 3,300
Terraphase Equipment/Supplies (ERS)																						
Truck/Vehicle (day)	Day	\$ 196.00		\$ 196.00		\$ -	50	\$ 9,800		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	50	\$ 9,800
IPad and Electronic Field Data (day)	Day	\$ 38.00		\$ 38.00		\$ -	50	\$ 1,900		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	50	\$ 1,900
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	\$ 23.00		\$ 23.00		\$ -	50	\$ 1,150		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	50	\$ 1,150
Field Health and Safety and Decon Supplies (daily fee)	Day	\$ 32.00		\$ 32.00		\$ -	50	\$ 1,600		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	50	\$ 1,600
Total Terraphase Equipment/Supplies (ERS)						\$ -		\$ 14,450		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 14,450
Travel Costs																						
Mileage	mile	\$ 0.670		\$ 0.670		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Travel Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Estimated Project Unit Costs						\$ 14,206		\$ 138,926		\$ 33,016		\$ 16,654		\$ 16,654		\$ 45,756		\$ 16,654		\$ 13,939		\$ 295,803

Table 2 - 2025-2026 Cost Estimate

City of Alameda, Base Reuse and Economic Development
Alameda, California

Category	Units	Project-Specific Rate	Discount	Rate	Task 1: Prepare for and attend RAB Meetings, BCT Meetings		Task 2: Building Demolition and Renovation Support, Development Support		Task 3: Property Transfer, Prospective Developer Correspondence, Prospective Tenant Correspondence		Task 4: TRW Correspondence and Oversight		Task 5: PFAS Consultation and Review		Task 6: Review of Navy Technical Documents		Task 7: Project Management		TOTALS	
					Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Labor																				
Senior Principal	Hour	\$ 312.09	10%	\$ 280.88	24	\$ 6,741	100	\$ 28,088	100	\$ 28,088	40	\$ 11,235	40	\$ 11,235	40	\$ 11,235	16	\$ 4,494	360	\$ 101,117
Principal	Hour	\$ 294.58	10%	\$ 265.12		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Associate	Hour	\$ 273.98	10%	\$ 246.58	32	\$ 7,891	150	\$ 36,987	24	\$ 5,918	24	\$ 5,918	24	\$ 5,918	24	\$ 5,918	40	\$ 9,863	318	\$ 78,413
Associate	Hour	\$ 257.50	10%	\$ 231.75		\$ -	80	\$ 18,540		\$ -		\$ -		\$ -		\$ -		\$ -	80	\$ 18,540
Senior Project	Hour	\$ 242.05	10%	\$ 217.85		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Project	Hour	\$ 225.57	10%	\$ 203.01		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Staff 2	Hour	\$ 208.06	10%	\$ 187.25		\$ -	220	\$ 41,196		\$ -		\$ -		\$ -		\$ -		\$ -	220	\$ 41,196
Senior Staff 1	Hour	\$ 188.49	10%	\$ 169.64		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff 2	Hour	\$ 168.92	10%	\$ 152.03		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff 1	Hour	\$ 148.32	10%	\$ 133.49		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Technician	Hour	\$ 153.47	10%	\$ 138.12		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 3	Hour	\$ 132.87	10%	\$ 119.58		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 2	Hour	\$ 112.27	10%	\$ 101.04		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 1	Hour	\$ 93.73	10%	\$ 84.36		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Editor/ Senior Project Coordinator	Hour	\$ 162.74	10%	\$ 146.47		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Editor 2/Project Coordinator 2/Accountant 2	Hour	\$ 144.20	10%	\$ 129.78		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Editor 1/Project Coordinator 1/Accountant 1	Hour	\$ 120.51	10%	\$ 108.46		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Administrator/Project Assistant/Billing Specialist	Hour	\$ 100.94	10%	\$ 90.85		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Terraphase Labor						\$ 14,632		\$ 124,811		\$ 34,006		\$ 17,153		\$ 17,153		\$ 17,153		\$ 14,357		\$ 239,266
Direct Costs																				
<i>Subcontractor</i>																				
Laboratory Cost	LS	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Hazardous Material Building Analysis	LS	\$ 3,000.00		\$ 3,000.00		\$ -	1	\$ 3,000		\$ -		\$ -		\$ -		\$ -		\$ -	1	\$ 3,000
Total Subcontractor Costs						\$ -		\$ 3,000		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 3,000
<i>Other Direct Costs</i>																				
EXAMPLE ROW - Mailing	event	\$ 200.00		\$ 200.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Other Direct Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Direct Cost Handling			10%	10.0%		\$ -		\$ 300		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 300
Total Direct Costs						\$ -		\$ 3,300		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 3,300
Terraphase Equipment/Supplies (ERS)																				
Truck/Vehicle (day)	Day	\$ 196.00		\$ 196.00		\$ -	50	\$ 9,800		\$ -		\$ -		\$ -		\$ -		\$ -	50	\$ 9,800
iPad and Electronic Field Data (day)	Day	\$ 38.00		\$ 38.00		\$ -	50	\$ 1,900		\$ -		\$ -		\$ -		\$ -		\$ -	50	\$ 1,900
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	\$ 23.00		\$ 23.00		\$ -	50	\$ 1,150		\$ -		\$ -		\$ -		\$ -		\$ -	50	\$ 1,150
Field Health and Safety and Decon Supplies (daily fee)	Day	\$ 32.00		\$ 32.00		\$ -	50	\$ 1,600		\$ -		\$ -		\$ -		\$ -		\$ -	50	\$ 1,600
Total Terraphase Equipment/Supplies (ERS)						\$ -		\$ 14,450		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 14,450
Travel Costs																				
Mileage	mile	\$ 0.670		\$ 0.670		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Travel Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Estimated Project Unit Costs						\$ 14,632		\$ 142,561		\$ 34,006		\$ 17,153		\$ 17,153		\$ 17,153		\$ 14,357		\$ 257,016

Table 3 - 2026-2027 Cost Estimate

City of Alameda, Base Reuse and Economic Development
Alameda, California

Category	Units	Project-Specific Rate	Discount	Rate	Task 1: Prepare for and attend RAB Meetings, BCT Meetings		Task 2: Building Demolition and Renovation Support, Development Support		Task 3: Property Transfer, Prospective Developer Correspondence, Prospective Tenant Correspondence		Task 4: Review of Navy Technical Documents		Task 5: Project Management		TOTALS	
					Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Labor																
Senior Principal	Hour	\$ 321.45	10%	\$ 289.31	24	\$ 6,943	100	\$ 28,931	100	\$ 28,931	40	\$ 11,572	16	\$ 4,629	280	\$ 81,006
Principal	Hour	\$ 303.42	10%	\$ 273.08		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Associate	Hour	\$ 282.20	10%	\$ 253.98	32	\$ 8,127	150	\$ 38,097	24	\$ 6,096	24	\$ 6,096	40	\$ 10,159	270	\$ 68,574
Associate	Hour	\$ 265.23	10%	\$ 238.70		\$ -	80	\$ 19,096		\$ -		\$ -		\$ -	80	\$ 19,096
Senior Project	Hour	\$ 249.31	10%	\$ 224.38		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Project	Hour	\$ 232.34	10%	\$ 209.10		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Staff 2	Hour	\$ 214.30	10%	\$ 192.87		\$ -	220	\$ 42,432		\$ -		\$ -		\$ -	220	\$ 42,432
Senior Staff 1	Hour	\$ 194.14	10%	\$ 174.73		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff 2	Hour	\$ 173.99	10%	\$ 156.59		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff 1	Hour	\$ 152.77	10%	\$ 137.49		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Technician	Hour	\$ 158.07	10%	\$ 142.27		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 3	Hour	\$ 136.86	10%	\$ 123.17		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 2	Hour	\$ 115.64	10%	\$ 104.07		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 1	Hour	\$ 96.54	10%	\$ 86.89		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Editor/ Senior Project Coordinator	Hour	\$ 167.62	10%	\$ 150.86		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Editor 2/Project Coordinator 2/Accountant 2	Hour	\$ 148.53	10%	\$ 133.67		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Editor 1/Project Coordinator 1/Accountant 1	Hour	\$ 124.13	10%	\$ 111.71		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Administrator/Project Assistant/Billing Specialist	Hour	\$ 103.97	10%	\$ 93.57		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Terraphase Labor						\$ 15,071		\$ 128,556		\$ 35,026		\$ 17,668		\$ 14,788		\$ 211,108
Direct Costs																
<i>Subcontractor</i>																
Laboratory Cost	LS	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Hazardous Material Building Analysis	LS	\$ 3,000.00		\$ 3,000.00		\$ -	1	\$ 3,000		\$ -		\$ -		\$ -	1	\$ 3,000
Total Subcontractor Costs						\$ -		\$ 3,000		\$ -		\$ -		\$ -		\$ 3,000
<i>Other Direct Costs</i>																
EXAMPLE ROW - Mailing	event	\$ 200.00		\$ 200.00		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Other Direct Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Direct Cost Handling			10%	10.0%		\$ -		\$ 300		\$ -		\$ -		\$ -		\$ 300
Total Direct Costs						\$ -		\$ 3,300		\$ -		\$ -		\$ -		\$ 3,300
Terraphase Equipment/Supplies (ERS)																
Truck/Vehicle (day)	Day	\$ 196.00		\$ 196.00		\$ -	50	\$ 9,800		\$ -		\$ -		\$ -	50	\$ 9,800
IPad and Electronic Field Data (day)	Day	\$ 38.00		\$ 38.00		\$ -	50	\$ 1,900		\$ -		\$ -		\$ -	50	\$ 1,900
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	\$ 23.00		\$ 23.00		\$ -	50	\$ 1,150		\$ -		\$ -		\$ -	50	\$ 1,150
Field Health and Safety and Decon Supplies (daily fee)	Day	\$ 32.00		\$ 32.00		\$ -	50	\$ 1,600		\$ -		\$ -		\$ -	50	\$ 1,600
Total Terraphase Equipment/Supplies (ERS)						\$ -		\$ 14,450		\$ -		\$ -		\$ -		\$ 14,450
Travel Costs																
Mileage	mile	\$ 0.670		\$ 0.670		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Travel Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Estimated Project Unit Costs						\$ 15,071		\$ 146,306		\$ 35,026		\$ 17,668		\$ 14,788		\$ 228,858

Table 4 - 2027-2028 Cost Estimate

City of Alameda, Base Reuse and Economic Development
Alameda, California

Category	Units	Project-Specific Rate	Discount	Rate	Task 1: Prepare for and attend RAB Meetings, BCT Meetings		Task 2: Building Demolition and Renovation Support, Development Support		Task 3: Property Transfer, Prospective Developer Correspondence, Prospective Tenant Correspondence		Task 4: Review of Navy Technical Documents		Task 5: Project Management		TOTALS	
					Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Labor																
Senior Principal	Hour	\$ 331.10	10%	\$ 297.99	24	\$ 7,152	100	\$ 29,799	100	\$ 29,799	40	\$ 11,919	16	\$ 4,768	280	\$ 83,436
Principal	Hour	\$ 312.52	10%	\$ 281.27		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Associate	Hour	\$ 290.67	10%	\$ 261.60	32	\$ 8,371	150	\$ 39,240	24	\$ 6,278	24	\$ 6,278	40	\$ 10,464	270	\$ 70,632
Associate	Hour	\$ 273.18	10%	\$ 245.86		\$ -	80	\$ 19,669		\$ -		\$ -		\$ -	80	\$ 19,669
Senior Project	Hour	\$ 256.79	10%	\$ 231.11		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Project	Hour	\$ 239.31	10%	\$ 215.38		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Staff 2	Hour	\$ 220.73	10%	\$ 198.66		\$ -	220	\$ 43,705		\$ -		\$ -		\$ -	220	\$ 43,705
Senior Staff 1	Hour	\$ 199.97	10%	\$ 179.97		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff 2	Hour	\$ 179.21	10%	\$ 161.29		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Staff 1	Hour	\$ 157.35	10%	\$ 141.62		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Technician	Hour	\$ 162.82	10%	\$ 146.53		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 3	Hour	\$ 140.96	10%	\$ 126.87		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 2	Hour	\$ 119.11	10%	\$ 107.20		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Technician 1	Hour	\$ 99.44	10%	\$ 89.49		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Senior Editor/ Senior Project Coordinator	Hour	\$ 172.65	10%	\$ 155.39		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Editor 2/Project Coordinator 2/Accountant 2	Hour	\$ 152.98	10%	\$ 137.68		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Editor 1/Project Coordinator 1/Accountant 1	Hour	\$ 127.85	10%	\$ 115.06		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Administrator/Project Assistant/Billing Specialist	Hour	\$ 107.09	10%	\$ 96.38		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Terraphase Labor						\$ 15,523		\$ 132,412		\$ 36,077		\$ 18,198		\$ 15,232		\$ 217,442
Direct Costs																
Subcontractor																
Laboratory Cost	LS	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Hazardous Material Building Analysis	LS	\$ 3,000.00		\$ 3,000.00		\$ -	1	\$ 3,000		\$ -		\$ -		\$ -	1	\$ 3,000
Total Subcontractor Costs						\$ -		\$ 3,000		\$ -		\$ -		\$ -		\$ 3,000
Other Direct Costs																
EXAMPLE ROW - Mailing	event	\$ 200.00		\$ 200.00		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Other Direct Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Direct Cost Handling			10%	10.0%		\$ -		\$ 300		\$ -		\$ -		\$ -		\$ 300
Total Direct Costs						\$ -		\$ 3,300		\$ -		\$ -		\$ -		\$ 3,300
Terraphase Equipment/Supplies (ERS)																
Truck/Vehicle (day)	Day	\$ 196.00		\$ 196.00		\$ -	50	\$ 9,800		\$ -		\$ -		\$ -	50	\$ 9,800
iPad and Electronic Field Data (day)	Day	\$ 38.00		\$ 38.00		\$ -	50	\$ 1,900		\$ -		\$ -		\$ -	50	\$ 1,900
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	\$ 23.00		\$ 23.00		\$ -	50	\$ 1,150		\$ -		\$ -		\$ -	50	\$ 1,150
Field Health and Safety and Decon Supplies (daily fee)	Day	\$ 32.00		\$ 32.00		\$ -	50	\$ 1,600		\$ -		\$ -		\$ -	50	\$ 1,600
Total Terraphase Equipment/Supplies (ERS)						\$ -		\$ 14,450		\$ -		\$ -		\$ -		\$ 14,450
Travel Costs																
Mileage	mile	\$ 0.670		\$ 0.670		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
Total Travel Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Estimated Project Unit Costs						\$ 15,523		\$ 150,162		\$ 36,077		\$ 18,198		\$ 15,232		\$ 235,192

Table 5 - 2028-2029 Cost Estimate

City of Alameda, Base Reuse and Economic Development
Alameda, California

Category	Units	Project-Specific Rate	Discount	Rate	Task 1: Prepare for and attend RAB Meetings, BCT Meetings		Task 2: Building Demolition and Renovation Support, Development Support		Task 3: Property Transfer, Prospective Developer Correspondence, Prospective Tenant Correspondence		Task 4: Indoor Air Consultation		Task 5: Review of Navy Technical Documents		Task 6: Project Management		TOTALS		
					Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Labor																			
Senior Principal	Hour	\$ 341.03	10%	\$ 306.93	24	\$ 7,366	100	\$ 30,693	100	\$ 30,693	80	\$ 24,554	40	\$ 12,277	16	\$ 4,911	360	\$ 110,493	
Principal	Hour	\$ 321.90	10%	\$ 289.71		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Senior Associate	Hour	\$ 299.39	10%	\$ 269.45	32	\$ 8,622	150	\$ 40,417	24	\$ 6,467	100	\$ 26,945	24	\$ 6,467	40	\$ 10,778	370	\$ 99,695	
Associate	Hour	\$ 281.38	10%	\$ 253.24		\$ -	80	\$ 20,259		\$ -		\$ -		\$ -		\$ -	80	\$ 20,259	
Senior Project	Hour	\$ 264.49	10%	\$ 238.05		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Project	Hour	\$ 246.49	10%	\$ 221.84		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Senior Staff 2	Hour	\$ 227.35	10%	\$ 204.62		\$ -	220	\$ 45,016		\$ -		\$ -		\$ -		\$ -	220	\$ 45,016	
Senior Staff 1	Hour	\$ 205.97	10%	\$ 185.37		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Staff 2	Hour	\$ 184.58	10%	\$ 166.13		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Staff 1	Hour	\$ 162.07	10%	\$ 145.87		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Senior Technician	Hour	\$ 167.70	10%	\$ 150.93		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Technician 3	Hour	\$ 145.19	10%	\$ 130.67		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Technician 2	Hour	\$ 122.68	10%	\$ 110.41		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Technician 1	Hour	\$ 102.42	10%	\$ 92.18		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Senior Editor/ Senior Project Coordinator	Hour	\$ 177.83	10%	\$ 160.05		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Editor 2/Project Coordinator 2/Accountant 2	Hour	\$ 157.57	10%	\$ 141.81		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Editor 1/Project Coordinator 1/Accountant 1	Hour	\$ 131.68	10%	\$ 118.52		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Administrator/Project Assistant/Billing Specialist	Hour	\$ 110.30	10%	\$ 99.27		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Total Terraphase Labor						\$ 15,989		\$ 136,385		\$ 37,159		\$ 51,499		\$ 18,744		\$ 15,689		\$ 275,464	
Direct Costs																			
Subcontractor																			
Laboratory Cost	LS	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Hazardous Material Building Analysis	LS	\$ 3,000.00		\$ 3,000.00		\$ -	1	\$ 3,000		\$ -		\$ -		\$ -		\$ -	1	\$ 3,000	
Total Subcontractor Costs						\$ -		\$ 3,000		\$ -		\$ -		\$ -		\$ -		\$ 3,000	
Other Direct Costs																			
EXAMPLE ROW - Mailing	event	\$ 200.00		\$ 200.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Total Other Direct Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Direct Cost Handling			10%	10.0%		\$ -		\$ 300		\$ -		\$ -		\$ -		\$ -		\$ 300	
Total Direct Costs						\$ -		\$ 3,300		\$ -		\$ -		\$ -		\$ -		\$ 3,300	
Terraphase Equipment/Supplies (ERS)																			
Truck/Vehicle (day)	Day	\$ 196.00		\$ 196.00		\$ -	50	\$ 9,800		\$ -		\$ -		\$ -		\$ -	50	\$ 9,800	
IPad and Electronic Field Data (day)	Day	\$ 38.00		\$ 38.00		\$ -	50	\$ 1,900		\$ -		\$ -		\$ -		\$ -	50	\$ 1,900	
Daily Consumables (includes gloves, ziplock bags and trash bags)	Each	\$ 23.00		\$ 23.00		\$ -	50	\$ 1,150		\$ -		\$ -		\$ -		\$ -	50	\$ 1,150	
Field Health and Safety and Decon Supplies (daily fee)	Day	\$ 32.00		\$ 32.00		\$ -	50	\$ 1,600		\$ -		\$ -		\$ -		\$ -	50	\$ 1,600	
Total Terraphase Equipment/Supplies (ERS)						\$ -		\$ 14,450		\$ -		\$ -		\$ -		\$ -		\$ 14,450	
Travel Costs																			
Mileage	mile	\$ 0.670		\$ 0.670		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Total Travel Costs						\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
Total Estimated Project Unit Costs						\$ 15,989		\$ 154,135		\$ 37,159		\$ 51,499		\$ 18,744		\$ 15,689		\$ 293,214	

J. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you;
2. Sue us, unless all of the terms of this policy have been fully complied with.

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

K. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the Declarations and Schedule of "Underlying Insurance" or renewals or replacements thereof not more restrictive in coverage shall be maintained in full effect during this policy period, except for any reduction in the aggregate limits solely by payment of claims and/or claims expense.

If such "underlying insurance" is not maintained in full effect by you, if there is any material change in the coverage of any "underlying insurance", or if any limits of liability of "underlying insurance" are:

1. Less than as stated in the Schedule of "Underlying Insurance";
2. Unavailable to you due to bankruptcy or insolvency of an underlying insurer; or

then the insurance afforded by this policy shall apply in the same manner as if such "underlying insurance" and limits of liability had been in effect, available, so maintained unchanged and collectible.

L. OTHER INSURANCE

If other insurance (whether such insurance is stated to be primary, contributing, excess or contingent) collectable or not, is available to you covering a loss also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance.

However, if a written contract between you and an additional insured specifically requires that this insurance be primary, then this insurance will be primary to and noncontributing with other insurance maintained by the additional insured; however this primary and noncontributing coverage is limited to the amount of insurance required as specified in the contract.

M. PREMIUM

The First Named Insured is responsible for the payment of all Premiums. All other Insureds are contingently liable for payment of Premium if the First Named Insured fails to do so.

The Premium for this policy, as stated in Item 6. of the Declarations, is a flat Premium. It is not subject to an adjustment unless stated in the Declarations or an endorsement attached to this policy.

N. REPRESENTATIONS, FRAUD, OR CONCEALMENT

By accepting this policy, you agree that:

1. The statements in the Declarations, Schedule of "Underlying Insurance", and Application for this policy are accurate and complete;
2. Those statements are based upon representations you made to us;
3. This policy has been issued in reliance upon your representations; and

4. This policy is void in any case of fraud by you or if you intentionally conceal or misrepresent any material fact as it relates to this policy or any claim under this policy.

O. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, this policy applies:

1. As if each Insured were the only Insured;
2. Separately to each Insured against whom claim is made or suit brought.

P. SUBROGATION

In the event of any payment under this policy by us, we shall be subrogated to all of your rights of recovery against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after loss to prejudice such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the "ultimate net loss" to the extent of the actual payment. The expenses of all recovery proceedings shall be apportioned in the ratio of respective recoveries.

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the conditions of this policy.

However, if a written contract between you and an additional insured specifically requires it, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your work performed for that person or organization under such written contract, but only if the injury or damage does not result from the sole negligence of that person or organization.

Q. TITLES OR CAPTIONS OF POLICY PROVISIONS

The title or caption of the sections and paragraphs of this policy and any attached endorsements are solely for convenience or reference. They do not affect the provisions to which they relate.

R. SERVICE OF SUIT

It is agreed that service of process in any suit on this policy against us may be made upon the highest one in authority bearing the title of commissioner, director or superintendent of insurance of the state or commonwealth wherein this policy is delivered or issued. The one in authority bearing the title commissioner, director, or superintendent of insurance of the state or commonwealth where this policy is delivered is hereby authorized and directed to accept service of process on behalf of this Company in any such suit; provided such commissioner, director, or superintendent has a procedure for forwarding suits to insurance companies by registered or certified mail and agrees to abide by such procedure by mailing via certified mail all documents so served to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07960.

It is further agreed that the Insured shall, by registered mail, send to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07962 a copy of all documents relating to the service of process and suit as the Insured has delivered to the highest one in authority of the insurance department of the state in which the suit has been instituted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- CONTRACTORS POLLUTION LIABILITY COVERAGE PART
- ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.
This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: EPK-145420

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section VI – Common Conditions, paragraph 17. **Transfer Of Rights Of Recovery Against Others To Us** within the **Common Provisions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or “damages” arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the **Common Provisions**, Section **VI – Common Conditions** is amended by the addition of the following:

Limited Notice Of Cancellation

In the event that we cancel this Policy for any reason other than non-payment of premium and;

- a. The effective date of cancellation is prior to the expiration date of this Policy; and
- b. You are under an existing written contractual obligation to notify a certificate holder when this Policy is canceled and have provided to us, either directly or through your broker of record, the email address of a contact at each such certificate holder; and
- c. We received this information after you received notice of cancellation of this Policy and prior to the effective date of cancellation, via an electronic spreadsheet that is acceptable to us,

We will provide notice of cancellation via email to each such certificate holder within thirty (30) days of your providing such information to us. Proof of our emailing the notice of cancellation, using the information provided by you, will serve as evidence that we have satisfied our obligations under this condition.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TERRAPHASE ENGINEERING, INC

Endorsement Effective Date: 10/04/2023

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

Policy Page: 58 of 142



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

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

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

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
 60606

Endorsement Expiration Date:

Policy No: 7 40301201

Policy Effective Date: 10/04/2023

Policy Page: 35 of 51



PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the BUSINESS AUTO COVERAGE FORM and the **Other Insurance - Primary And Excess Insurance Provisions** in the MOTOR CARRIER COVERAGE FORM and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "**insured**" under your policy provided that:

1. Such "**insured**" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "**insured**".

- B.** The following is added to the **Other Insurance** Condition in the AUTO DEALERS COVERAGE FORM and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "**insured**" under your policy provided that:

1. Such "**insured**" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "**insured**".



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TERRAPHASE ENGINEERING, INC

Endorsement Effective Date: 10/04/2023

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

Policy Page: 58 of 142



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

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

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

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

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

C. Transportation Expenses

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

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

D. Loss of Use Expenses

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

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

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an **insured**; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered **auto**; or,
- (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or,
- (b) \$25 per day subject to a maximum of \$375.



3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired Autos

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

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

H. Airbag Coverage

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

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

I. Electronic Equipment

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

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

J. Diminution In Value

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

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

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and



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

III. Drive Other Car Coverage – Executive Officers

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

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

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

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

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

IV. BUSINESS AUTO CONDITIONS

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

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

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

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

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

B. Concealment, Misrepresentation or Fraud

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

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

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

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Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

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

V. DEFINITIONS

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

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

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 26; Page: 5 of 5

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

Policy Page: 120 of 142

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the **Common Provisions**, Section **VI – Common Conditions** is amended by the addition of the following:

Limited Notice Of Cancellation

In the event that we cancel this Policy for any reason other than non-payment of premium and;

- a. The effective date of cancellation is prior to the expiration date of this Policy; and
- b. You are under an existing written contractual obligation to notify a certificate holder when this Policy is canceled and have provided to us, either directly or through your broker of record, the email address of a contact at each such certificate holder; and
- c. We received this information after you received notice of cancellation of this Policy and prior to the effective date of cancellation, via an electronic spreadsheet that is acceptable to us,

We will provide notice of cancellation via email to each such certificate holder within thirty (30) days of your providing such information to us. Proof of our emailing the notice of cancellation, using the information provided by you, will serve as evidence that we have satisfied our obligations under this condition.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- CONTRACTORS POLLUTION LIABILITY COVERAGE PART
- ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- THIRD PARTY POLLUTION LIABILITY COVERAGE PART
- ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section VI – Common Conditions, paragraph **17. Transfer Of Rights Of Recovery Against Others To Us** within the **Common Provisions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or “damages” arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ENVIRONMENTAL EXCESS LIABILITY POLICY

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 stated in Item 1. of the Declarations. The term Insured means any person or organization qualifying as an insured in the "controlling underlying insurance". The words "we", "us" and "our" refer to the Company stated on the Declarations providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III DEFINITIONS** and other provisions of this policy for such meanings.

I. **INSURING AGREEMENT**

We will pay on behalf of the Insured the "ultimate net loss":

1. In excess of all "underlying insurance",
2. Provided the injury or offense takes place during the Policy Period of this policy, and
3. Only after all "underlying insurance" has been exhausted by the payments of the limits of such insurance for losses arising out of "occurrences", "pollution conditions" or "wrongful acts" insured by all of the policies designated in the Declarations as "underlying insurance".

If any "underlying insurance" does not pay a loss for reasons other than the exhaustion of an aggregate limit of insurance, then we shall not pay such loss.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

The amount we pay is limited as described in **SECTION IV. LIMIT OF LIABILITY**.

If we are prevented by law from paying on behalf of the Insured for coverage provided under this insurance, then we will indemnify the Insured.

The Agreements, Definitions, Terms, Conditions, and Exclusions of the "controlling underlying insurance" scheduled in Item 5. of the Declarations, in effect at the inception date of this policy, apply to this coverage unless:

1. They are inconsistent with provisions of this policy; or
2. There are provisions in this policy for which a similar provision is not contained in the "controlling underlying insurance"; or
3. They relate to premium, subrogation, any obligation to defend, the payment of expenses, Limits of Insurance, cancellation or any renewal agreement.

With respect to the exceptions described in 1., 2. or 3. above, the provisions of this policy will apply.

II. **DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS**

A. **DEFENSE PROVISIONS**

We shall not be called upon to assume charge of the investigation, settlement or defense of any claim made or suit brought against the Insured, but we shall have the right and be given the opportunity to be associated in the defense and trial of any claims or suits relative to any "occurrence", "pollution condition" or "wrongful act" which, in our opinion, may create liability on the part of us under the terms of this policy.

If we assume such right and opportunity, we shall not be obligated to defend any suit after the

applicable limits of this policy have been exhausted by payment of the “ultimate net loss”.

B. SUPPLEMENTAL PAYMENTS

The only supplemental payments and expense that we shall pay under this policy are as follows:

1. All expenses incurred by us and solely at our discretion;
2. All interest on that part of any judgment which accrues after entry of the judgment and before we have paid, offered to pay, or deposited into court that part of the judgment, payable under this policy, which does not exceed the Limits of Insurance, and to which this policy applies;
3. If all “underlying insurance” pays pre-judgment interest, then we will pay related pre-judgment interest awarded against the Insured on the part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION

Defense provisions and supplemental payments are subject to all of the foregoing and:

1. If defense and/or supplemental payment expenses are included within the limit of insurance of any “underlying insurance”, then any such expense payment we make shall reduce the Limits of Insurance of this policy.
2. If none of the policies of “underlying insurance” includes defense and/or supplemental payment expenses within the limit of insurance of the “underlying insurance”, then any such expense payment we make shall not reduce the Limits of Insurance of this policy.

III. DEFINITIONS

- A. “Controlling underlying insurance” means the policy or policies of insurance as stated in Item 5. of the Declarations.
- B. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- C. “Pollution condition” means the discharge, dispersal, seepage, migration, release, escape, presence or movement of “pollutants”. Two or more “pollution conditions” arising out of the same or related acts of discharge, dispersal, seepage, migration, release, escape or movement of “pollutants” shall be deemed to be a single “pollution condition”.
- D. “Ultimate net loss” means the amount of the principal sum, award or verdict actually paid or payable in cash in the settlement or satisfaction of claims for which the insured is liable, either by adjudication or compromise with the written consent of us, after making proper deduction for all recoveries and salvages.

Defense and supplemental expense payments shall be included within the “ultimate net loss”, provided that such expense payments are included within the agreements, terms, conditions, and limits of insurance of any “underlying insurance” in accordance with **SECTION II., Paragraph C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION.**

- E. “Underlying insurance” means the policy or policies of insurance as described in Item 5. of the Declarations, including “controlling underlying insurance”.
- F. “Wrongful act” means an act, error or omission in the rendering or failure to render “professional services” by any insured covered under an underlying Errors and Omissions policy.

IV. LIMIT OF LIABILITY

The Limit of Liability stated in the Declarations as applicable to Each Occurrence shall be the total limit of our liability for all loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act". If a deductible amount is stated in Item 4. of the Declarations, our liability for loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act" shall be limited to amounts in excess of that deductible.

The Limit of Liability stated in the Declarations as "aggregate" shall be the total limit of our liability for all losses sustained during each annual period of this policy except for losses covered in the "underlying insurance" to which no underlying aggregate limit applies and for which any "underlying insurance" provides coverage that is subject to an aggregate limit.

This policy shall apply in excess of the "underlying insurance" limits shown in the Declarations. However, if the "underlying insurance" limit has been reduced or exhausted solely by reason of losses paid thereunder arising out of "occurrences", "pollution conditions" or "wrongful acts" which take place during the policy period of this policy, then this policy shall:

1. In the event of reduction, pay the excess of the reduced underlying limit;
2. In the event of exhaustion, continue in force as "underlying insurance".

However, when 1. or 2. above apply, we will not pay that portion of a loss that is within the underlying limits of insurance which you have agreed to fund by self-insurance or means other than insurance.

The Limit of Liability of this policy shall apply to the entire policy period and will not reinstate annually if the policy period is greater than twelve months. If the Policy Period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

V. EXCLUSIONS

This insurance does not apply to:

A. ASBESTOS AND LEAD

Any liability arising out of or in any way related to:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. The actual, alleged, or threatened exposure to lead or any substance containing lead.

This policy does not apply to Economic Loss, Diminution of Property, Abatement Costs, or any other loss, cost, or expense including Equitable Relief, in any way or to any extent arising out of or involving:

1. Asbestos, asbestos fibers or any product containing asbestos, or asbestos fibers; or
2. Lead or any substance containing lead.

This policy provides no coverage for any fees, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. Lead or any substance containing lead.

As used in this exclusion:

Abatement Costs means any actual or potential damages, costs, fees, or expenses, including

the costs of inspection, removal, or replacement.

Diminution of Property means the diminishing or lessening in value of property.

Economic Loss means any actual or potential damages, costs, fees, expenses, or lost profits arising out of or involving the manufacture or utilization of a good or product.

Equitable Relief means any remedy of relief, including restitution or injunctive relief, sought in a court with equitable powers.

B. POLLUTION

1. Any liability arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that you 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 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 effect of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

C. CONTROLLING UNDERLYING INSURANCE

Any liability excluded by "controlling underlying insurance".

D. NUCLEAR ENERGY

1. Under any Liability Coverage to injury, sickness, disease, death or destruction.
 - a. With respect to which an Insured under the 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 limits of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (2) 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 Payments coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear facility by any person or organization.
3. Under any Liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - a. The nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of an Insured or (2) has been discharged or dispersed there from;
 - 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 injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear 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 wastes 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 facilities 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 operation;

"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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

"Property damage" includes all forms of radioactive contamination of property.

E. E.R.I.S.A

Any obligation or liability for which the Insured or any of its insurers may be held liable under the Employees' Retirement Income Security Act of 1974 (E.R.I.S.A.), and any amendments thereto or any similar federal, state, local, or foreign law.

F. PUNITIVE OR EXEMPLARY DAMAGES

Punitive or exemplary damages, fines or penalties.

G. COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

Liability arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to Insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph **a.** above

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times, including the year 2000 and beyond.
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, any potential or actual problems described in paragraph **1.** above.

H. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your “advertisement” of copyright, trade dress or slogan.

VI. CONDITIONS**A. APPEALS**

If you or any of your underlying insurers elect not to appeal a judgment in excess of the limits of liability afforded by the “underlying insurance”, we may elect to appeal. Our Limits of Insurance shall not be increased because of the appeal, except that we will make the appeal 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 are bankrupt or insolvent or if you die, this policy shall cover your legal representative(s), but only while acting within the scope of their duties as such.

C. AUDIT OF YOUR BOOKS AND RECORDS

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

D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this policy.

E. BANKRUPTCY OR INSOLVENCY OF UNDERLYING INSURER

For all purposes of this policy, if any “underlying insurance” is not available or collectible

because of:

1. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or
2. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply as if "underlying insurance" were available and collectible.

F. CANCELLATION OR NON-RENEWAL

1. The First Named Insured, as stated in Item 1. of the Declarations, may cancel this policy by mailing or delivering to us this policy or written notice of cancellation, stating when thereafter the cancellation is to be effective.
2. We may cancel or non-renew this policy by mailing or delivering to the First Named Insured written notice at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of Premium as stated in Item 6. of the Declarations; or
 - b. 20 days before the effective date of cancellation or non-renewal, if we cancel for any other reason, or non-renew.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and will be effective for all Insureds. The Policy Period will end on that date.
5. If this policy is canceled, we will send the First Named Insured any Premium refund due. If we cancel, return Premium will be pro rata, subject to a minimum premium earned by us of 25% of the Premium stated in Item 6. of the Declarations. If cancellation is at the request of the First Named Insured, return Premium will be computed at 90% of pro rata unless prohibited by law or statute. Any cancellation by the First Named Insured is subject to the Minimum Earned Premium stated in Item 6. of the Declarations.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. CHANGES

This policy (including the Declarations and any schedules and endorsements attached) contains all the agreements between you and us concerning this insurance. You are authorized to make changes in the terms of this policy, with our consent.

This policy's terms and conditions can be amended or waived only by written endorsement issued by us and made a part of this policy.

H. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as possible of an "occurrence", "pollution condition" or "wrongful act" which may result in a claim or suit under this policy. To the extent possible notice should include:
 - a. How, when and where the "occurrence", "pollution condition" or "wrongful act" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence", "pollution condition" or "wrongful act".
2. If a claim is made or suit is brought against any Insured that is likely to involve this policy, you must see to it that we receive prompt written notice of the claim or suit.

3. You and any other involved Insured must:
 - a. Immediately send us copies of any demands, notices, summons, or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit;
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any Insured because of injury or damage to which this policy may also apply;
4. You shall not make or authorize an admission of liability, attempt to settle, incur any expense, make any payment other than for first aid, or otherwise dispose of any claim or suit without our written consent.
5. You must see to it that we are notified promptly of any "occurrence", "pollution condition" or "wrongful act" which involves any of the following injuries or events:
 - a. Any brain damage;
 - b. Spinal cord injury with paralysis;
 - c. Severe burns resulting in disfigurement;
 - d. Amputations and/or multiple fractures;
 - e. Fatal injuries;
 - f. Permanent disabilities; sexual molestation and/or rape;
 - g. Massive internal injuries;
 - h. Any coverage issue which may trigger a reservation of rights or coverage declination; or
 - i. Any claim with an incurred exposure of \$250,000 or above.

You will also promptly advise us of the estimated amount of loss and of adjustment expenses in connection with each claim or loss and of any subsequent changes to those estimates.

I. INSPECTION AND SURVEYS

We have the right, but are not obligated, to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the Premiums to be charged. We do not:

1. Make safety inspections;
2. Undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
3. Warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating service or similar organization that makes insurance inspections, surveys, reports or recommendations.

J. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you;
2. Sue us, unless all of the terms of this policy have been fully complied with.

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

K. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the Declarations and Schedule of "Underlying Insurance" or renewals or replacements thereof not more restrictive in coverage shall be maintained in full effect during this policy period, except for any reduction in the aggregate limits solely by payment of claims and/or claims expense.

If such "underlying insurance" is not maintained in full effect by you, if there is any material change in the coverage of any "underlying insurance", or if any limits of liability of "underlying insurance" are:

1. Less than as stated in the Schedule of "Underlying Insurance";
2. Unavailable to you due to bankruptcy or insolvency of an underlying insurer; or

then the insurance afforded by this policy shall apply in the same manner as if such "underlying insurance" and limits of liability had been in effect, available, so maintained unchanged and collectible.

L. OTHER INSURANCE

If other insurance (whether such insurance is stated to be primary, contributing, excess or contingent) collectable or not, is available to you covering a loss also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance.

However, if a written contract between you and an additional insured specifically requires that this insurance be primary, then this insurance will be primary to and noncontributing with other insurance maintained by the additional insured; however this primary and noncontributing coverage is limited to the amount of insurance required as specified in the contract.

M. PREMIUM

The First Named Insured is responsible for the payment of all Premiums. All other Insureds are contingently liable for payment of Premium if the First Named Insured fails to do so.

The Premium for this policy, as stated in Item 6. of the Declarations, is a flat Premium. It is not subject to an adjustment unless stated in the Declarations or an endorsement attached to this policy.

N. REPRESENTATIONS, FRAUD, OR CONCEALMENT

By accepting this policy, you agree that:

1. The statements in the Declarations, Schedule of "Underlying Insurance", and Application for this policy are accurate and complete;
2. Those statements are based upon representations you made to us;
3. This policy has been issued in reliance upon your representations; and

4. This policy is void in any case of fraud by you or if you intentionally conceal or misrepresent any material fact as it relates to this policy or any claim under this policy.

O. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, this policy applies:

1. As if each Insured were the only Insured;
2. Separately to each Insured against whom claim is made or suit brought.

P. SUBROGATION

In the event of any payment under this policy by us, we shall be subrogated to all of your rights of recovery against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after loss to prejudice such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the "ultimate net loss" to the extent of the actual payment. The expenses of all recovery proceedings shall be apportioned in the ratio of respective recoveries.

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the conditions of this policy.

However, if a written contract between you and an additional insured specifically requires it, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your work performed for that person or organization under such written contract, but only if the injury or damage does not result from the sole negligence of that person or organization.

Q. TITLES OR CAPTIONS OF POLICY PROVISIONS

The title or caption of the sections and paragraphs of this policy and any attached endorsements are solely for convenience or reference. They do not affect the provisions to which they relate.

R. SERVICE OF SUIT

It is agreed that service of process in any suit on this policy against us may be made upon the highest one in authority bearing the title of commissioner, director or superintendent of insurance of the state or commonwealth wherein this policy is delivered or issued. The one in authority bearing the title commissioner, director, or superintendent of insurance of the state or commonwealth where this policy is delivered is hereby authorized and directed to accept service of process on behalf of this Company in any such suit; provided such commissioner, director, or superintendent has a procedure for forwarding suits to insurance companies by registered or certified mail and agrees to abide by such procedure by mailing via certified mail all documents so served to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07960.

It is further agreed that the Insured shall, by registered mail, send to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07962 a copy of all documents relating to the service of process and suit as the Insured has delivered to the highest one in authority of the insurance department of the state in which the suit has been instituted.



CRUM & FORSTER®
A FAIRFAX COMPANY

CRUM & FORSTER SPECIALTY INSURANCE COMPANY

305 Madison Avenue, Morristown NJ 07962

ENVIRONMENTAL EXCESS LIABILITY POLICY DECLARATIONS

POLICY NUMBER: EFX-123818	RENEWAL OF: EFX-121276	DATE ISSUED: 10/20/2023
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Item 1.	NAMED INSURED & ADDRESS: <i>Terraphase Engineering, Inc.</i> 1300 Clay Street, Suite 1000, Oakland, CA 94612	PRODUCER NAME & ADDRESS: <i>R-T Specialty, LLC</i> 2465 Kuser Road, Suite 202 Hamilton, NJ 08690	
	FORM OF BUSINESS: Corporation	PRODUCER CODE: 09492	
Item 2.	POLICY PERIOD:	10/04/2023 to 10/04/2024	
		12:01 a.m. Standard Time at the Named Insured's address stated above.	
Item 3.	LIMITS OF INSURANCE:	Each Occurrence Limit:	\$5,000,000
		Policy Aggregate Limit:	\$5,000,000
Item 4.	SELF-INSURED RETENTION:	Each Occurrence:	N/A
Item 5.	SCHEDULED UNDERLYING INSURANCE: <i>See Form EN0152 – Schedule Of Underlying Insurance</i>		
Item 6.	Premium	Policy Premium:	
		TRIPRA Premium:	
		Total Policy Premium:	
		Minimum Earned Premium:	
		Minimum Policy Premium:	
Item 7.	FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY: <i>See Form EN0002 – Schedule Of Forms And Endorsements</i>		

THESE DECLARATIONS, TOGETHER WITH FORMS, SCHEDULES AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN COMPLETION OF THE ABOVE NUMBERED POLICY.

This insurance is issued pursuant to the CA Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Countersigned By:

Authorized Representative

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL EXCESS LIABILITY POLICY

SCHEDULE

Coverage: Commercial General Liability, Contractors Pollution Liability, Errors & Omissions Liability		
Insurance Carrier:	Crum & Forster Specialty Insurance Company	
Policy Number:	EPK-145420	
Policy Limits:	Per Occurrence Limit	\$10,000,000
	Aggregate Limit	\$10,000,000
Policy Period:	10/04/2023 - 10/04/2024	

Coverage: Automobile Liability		
Insurance Carrier:	Valley Forge Insurance Company	
Policy Number:	BUA 7063362068	
Policy Limits:	Combined Single Limit	\$1,000,000
Policy Period:	10/04/2023 - 10/04/2024	

Coverage: Employers Liability		
Insurance Carrier:	National Fire Insurance Company	
Policy Number:	WC 7 40301201	
Policy Limits:	Policy Limits	\$1,000,000
Policy Period:	10/04/2023 - 10/04/2024	

Coverage: Employers Liability		
Insurance Carrier:	National Fire Insurance Company	
Policy Number:	WC 7 40301196	
Policy Limits:	Policy Limits	\$1,000,000
Policy Period:	10/04/2023 - 10/04/2024	

All other terms, conditions and exclusions under the policy remain unchanged.