

**FIRST AMENDMENT TO AGREEMENT**

This First Amendment of the Agreement (“**First Agreement**”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter “the **City**”) and Parametrix, Inc., a Washington corporation, whose address is 1019 39<sup>th</sup> Avenue SE, Suite 100, Puyallup, Washington 98374, (hereinafter “**Provider**”), is made with reference to the following:

RECITALS:

A. On April 21, 2023, an agreement was entered into by and between the City and Provider (hereinafter “**Agreement**”) in an amount not to exceed \$1,000,000, for the design work on the Lincoln Avenue/Marshall Way/Pacific Avenue Corridor Improvement Project.

B. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

“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 A1 as requested. The Provider acknowledges that the work plan included in Exhibit A1 is tentative and does not commit the City to request Provider to perform all tasks included therein.”

2. Paragraph 3, COMPENSATION TO PROVIDER, of the Agreement is modified to read as follows:

“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 A1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A1.”

“b. The total compensation under this First Amendment to Agreement shall not exceed \$627,000. Total compensation for this Agreement shall not exceed \$1,627,000.”

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

*Signatures on following page*

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

PARAMETRIX, INC.  
A Washington corporation

CITY OF ALAMEDA  
A Municipal Corporation



\_\_\_\_\_  
Nathan Johnson  
Senior Vice President

\_\_\_\_\_  
Jennifer Ott  
City Manager



\_\_\_\_\_  
Brent Diemer  
CFO, Executive Vice President

RECOMMENDED FOR APPROVAL

Signed by:



\_\_\_\_\_  
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Allen Tai  
Director, Planning, Building and  
Transportation Department

APPROVED AS TO FORM:  
City Attorney

Signed by:



\_\_\_\_\_  
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Cara Silver  
Special Counsel

**City of Alameda**  
**Lincoln Avenue / Marshall Way / Pacific Avenue**  
**Stormwater & Additional Roadway Improvements**

## **Introduction**

Pursuant to the City's request, Parametrix is providing the following amendment scope of work for additional roadway improvements up to the 65% design level.

Parametrix and Schaaf and Wheeler have developed the stormwater portions of the following scope of work to provide engineering services to design stormwater infrastructure on the Lincoln Ave/Marshall Way/Pacific Ave corridor up to a Preliminary 65% design. It is assumed that 35% and 65% design plans, specifications and estimate for non-stormwater (transportation) improvements (civil, striping and signage, electrical, and lighting) will be covered under the original work plan (2023).

The elements of the stormwater scope of work consist of the following work elements to provide stormwater facilities and conveyance improvements within the corridor:

- Alternatives Analysis
- Preliminary hydrologic modeling of priority sub-basins within the Lincoln Ave/Marshall Way/Pacific Ave corridor
- Hydrologic and hydraulic modeling
- Draft 35% design plans, quantities, cost estimate, and report
- Preliminary 65% design plans, specifications, quantities, cost estimate, and design report

Work will be done in accordance with the following City standard and/or guideline documents:

- C.3 Stormwater Technical Guidance (2023)
- California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater NPDES Permit (2022)
- Green Infrastructure Facility Sizing for Non-Regulated Street Projects (2017)
- Storm Drain Master Plan (2008)
- City of Alameda – The Response of the Shallow Groundwater Layer and Contaminants to Sea Level Rise (Groundwater Report, 2020)
- Bay Area Stormwater Management Agencies Association (BASMAA) Green Infrastructure Facility Sizing for Non-Regulated Street Projects Report
- Caltrans Standard Plans and Specifications (2023)
- City of Alameda Standard Plans (2021)

## **Task 01 – Project Management**

### **Objectives**

The objective of this task is to provide overall project management of the consultant contract with the City of Alameda.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

## Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

## Task 02 – Preliminary (35%) Design

### Measurable Task Objective

The objective of this task is to provide additional design services up to 35% for stormwater improvements along the Lincoln Ave / Marshal Way / Pacific Ave Safety Improvement Project.

### Subtask 02-05 – 35% Stormwater Design Plans, Estimate and Design Report

#### Objective/Goal

The objective of this task is to provide draft engineering design, plan sheets and design report for stormwater improvements selected in Task 03-05 and modeled in Task 03-06. This task includes stormwater treatment facilities and conveyance system layouts.

#### Approach

The following activities will be performed:

- Perform hydraulic modeling, conveyance, and backwater analysis to establish that each stormwater improvement is adequately sized. This work includes modeling for stormwater facility sizing and conveyance networks.
- Identify and coordinate utility impacts with stormwater design elements for the project.
- Include provisions and analysis for off-site runoff with facility sizing and conveyance networks.
- Prepare Draft 35% engineering design plans based on the selected stormwater improvements from Tasks 03-05 and Task 03-06.
- Prepare a Draft 35% quantity take off and construction cost estimate for each selected stormwater improvements and conveyance networks from Tasks 03-05 and Task 03-06.

- Prepare a draft 35% design report describing the selected stormwater improvements, backwater analysis, mitigation of capacity constraints, and basis of design for each stormwater improvement. The hydrologic modeling report completed under Task 03-06 will be attached to the 35% design report as an appendix.
- Attend internal and City coordination project meetings.

## Deliverables

- 35% Draft Design plans (16 Sheets)
- 35% Draft Quantities and Construction cost estimate
- Draft Design Report addressing all selected stormwater improvements

## Assumptions

- The draft 35% design report will document the design and treatment for stormwater applications for this non-regulated project approach.
- Draft 35% engineering plans include stormwater facility plan sheets, drainage plan, and detail sheets for the selected facilities and conveyance networks.
- Drainage profile sheets are not included in the 35% design plans. New conveyance pipe networks will be evaluated for gravity conveyance and connections from new system improvements to existing networks will be shown on the plan sheets and include key elevation data.
- This Scope of Work and Budget accounts for the 35% design for up to:
  - Ten bioretention cells along the corridor
  - One detention structure
  - Two stormwater treatment vaults
- Structural engineering is not included in this phase of work.
- The design work will be added to the 35% design plans, and construction cost estimate for the non-stormwater (transportation) improvement work.
- It is assumed that 35% design plans, specifications, and estimate for non-stormwater (transportation) improvements (civil, striping and signage, electrical, and lighting) will be covered under the original work plan (2023).
- Attend internal project meetings in order to maintain communication and coordination between the City and the team on project matters. These meetings shall include interdisciplinary coordination to resolve design issues and shall also include task lead coordination meetings to identify and discuss resolution of project and contract related design issues as well as provide updates to current work status. 2 staff members are assumed to attend two meetings. The meetings will have a virtual option.

## Task 03 – Technical Studies

### Subtask 03-05 – Stormwater Alternative Analysis and Technical Memorandum

#### Objective/Goal

Development of an Alternatives Analysis that will provide conceptual 10% stormwater designs and 10% Engineer's Opinion of Probable Costs (EOPCs) for each of the prioritized subbasins. Once completed, Parametrix will hold a design charrette with the City and Schaaf & Wheeler staff to select the stormwater improvements that will be advanced and developed to the Draft 35% design level.

#### Approach

The following activities will be performed:

- Review and refine the subbasin delineations for each of the following locations previously selected by the City staff and Parametrix. Locations are listed from West to East along the project corridor:
  - Pacific Ave / Second St / Santa Clara Ave
  - Pacific Ave / Fourth St / Marshall Way – Academy of Alameda Frontage
  - Lincoln Ave / Fifth St
  - Lincoln Ave / Webster St
  - Lincoln Ave / Mozart St to Chapin St
  - Lincoln Ave / Grand St to Lafayette St
  - Lincoln Ave / Chestnut St
- Attend internal project meetings.
- Perform site visit to confirm locations of existing infrastructure and off-site connections.
- Review opportunities and areas within the existing and proposed right-of-way improvements that can be utilized for stormwater treatment and detention.
- Review existing right-of-way information and existing storm drainage infrastructure records within the project limits and areas offsite for post developed flow routing and conveyance.
- Coordinate with emerging technology vendors to assist in stormwater treatment options and selection.
- Coordinate with the City maintenance group to determine existing city equipment and practices for current stormwater treatment infrastructure and new systems for long term maintenance requirements and needs.
- Size preliminary stormwater treatment and/or stormwater detention options within each subbasin.
- Prepare 10% Engineer's Opinion of Probable Costs (EOPCs) for each preliminary design.
- Bioretention cost estimates will be based on a unit area approach.
- Review the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater NPDES Permit (2022) and tabulate the possible credit earned for proposed stormwater improvements.
- Coordinate and attend a design charrette to present the preliminary designs and EOPCs to the City and Schaaf & Wheeler staff.
- Refine/update the stormwater improvement recommendations list based on comments received in the design coordination, review, and design charrette.

- Draft a technical memorandum that outlines which stormwater improvements will be designed to a 35% level.
- Develop mark up for any survey needs outside of the project limits for stormwater design elements.

## Deliverables

- Combined Alternatives Analysis technical memorandum that includes the following information for each selected subbasin:
  - 10% Stormwater improvement design figures
  - 10% EOPC for each improvement
  - Subbasin delineation maps
  - Appendices
- Schematic mark ups defining additional survey that will be required for stormwater designs.

## Assumptions

- The City shall provide existing as-builts and storm drainage infrastructure information to the team for use in developing the preliminary designs. Information will be needed for offsite flow routes and systems as well as the project limits.
- The Lincoln Avenue/Marshall Way/Pacific Avenue project is a Non-Regulated Project per the C.3 Stormwater Technical Guidance Manual, and all stormwater improvements in this SOW are voluntary actions by the City to improve stormwater infrastructure.
- Basin delineations in the Alternatives Analysis will be based on the City-provided Storm Drain Block Book (1990).
- The City prefers stormwater treatment options that count toward meeting their NPDES permit requirement to treat 4.66 acres of impervious surfaces with green infrastructure projects by June 30, 2027.
- Bioretention will be sized using the Bay Area Stormwater Management Agencies Association (BASMAA) Green Infrastructure Facility Sizing for Non-Regulated Street Projects Report.
- Infiltration is not feasible due to high groundwater.
- Gravity conveyance will be utilized. Pumping of stormwater shall not be considered as an option for these locations in the alternatives analysis.
- This scope of work and budget reflects creating preliminary 10% designs and EOPCs for each of the listed sites and improvements as follows:
  - **Pacific Ave / Second St / Santa Clara Ave** - *(one bioretention cell in the northern bulb out).*
  - **Pacific Ave / Fourth St / Marshall Way – Academy of Alameda Frontage** - *(Northeast: one bioretention cell, one detention structure, and one treatment vault | West: one detention structure and one treatment vault).*
  - **Lincoln Ave / Fifth St** - *(Roundabout: Eight bioretention cells in the landscaped areas, stormwater main connecting to the north with detention and treatment vault options).*
  - **Lincoln Ave / Webster St** - *(Stormwater treatment vault installed on Webster).*
  - **Lincoln Ave / Mozart St to Chapin St** - *(Two bioretention cells with option to install a detention structure and stormwater vault).*
  - **Lincoln Ave / Grand St to Lafayette St** - *(Eight bioretention cells in the sidewalk bulb outs with option of detention pipe along the entire corridor).*



- **Lincoln Ave / Chestnut St** - (Six bioretention cells but would require new stormwater main to north | Detention and treatment vault option if adding stormwater main to north).
- One coordination meetings with the City will occur during the alternatives analysis phase of this task. Staff will include two team members for the meeting.
- The City will select the stormwater improvements that will be advanced to a 35% design level following the design charette. The design charette meeting will have a virtual attendance option.
- Up to three pages with Design Figures, EOPCs, and Basin Delineations shall be included as appendices in the technical memorandum per site.
- It is assumed that the City will select up to:
  - Ten Bioretention cells along the corridor
  - One detention structure
  - Two stormwater treatment vaults

## Subtask 03-06 – Stormwater Hydrologic Modeling

### Objective/Goal

The objective of this task is to create the hydrologic models for the selected stormwater improvements from Task 03-05. Modeling results will be used to complete the 35% design.

### Approach

The following activities will be performed:

- Perform a site walk for familiarization of each site and identify significant constraints within each of the selected subbasins.
- Delineate/refine subbasins based on Task 03-05 delineations.
- Prepare subbasin and land use maps for the selected stormwater improvements and tabulate land use areas to provide a suitable basis for each hydrologic model.
- Update the City Urban models with collected data. Perform hydrologic modeling to determine storm flow rates and treatment flow rates for each of the selected subbasin and stormwater improvement.
- Perform modeling for City model for proposed stormwater elements to determine potential hydraulic benefit.
- Update and optimize runoff treatment and detention elements sizing for each improvement based on hydrologic modeling results.
- Prepare one combined hydrologic modeling report that summarizes the tabulated subbasin land use data, delineated basin figures, flow rates, and stormwater improvement sizing of each stormwater improvement.
- Attend internal project meetings.

### Deliverables

- Combined hydrologic modeling report that includes the following information for each stormwater improvement:
  - Tabulated subbasin land use data
  - Delineated basin figures
  - Treatment flow rates



- Design Storm flow rates
- Stormwater improvement sizing

## Assumptions

- Coordination meetings with the City will occur up to two times a month during the design phase of this task. Staff will include 1 member of the modeling team for each meeting.
- This Scope of Work and Budget accounts for modeling and design of up to:
  - 10 bioretention cells along the corridor
  - 1 detention structure
  - 2 stormwater treatment vaults
- GIS information for basin delineations and conveyance networks will be provided by the City.
- Subbasins may include off-site tributary areas.
- Modeling will be completed using MIKE+ 2024
- City Storm Drain Master Plan (SDMP) model, in the project watersheds, will be updated with the latest County methodology and newest version of the modeling software.
- Hydrologic methodology will be based on the effective Alameda County Drainage Manual.
- The 10-year and a more frequent Water Quality (WQ) event will be modeled.

## Task 05 – 65% Plans, Specifications and Estimate

### Measurable Task Objective

The objective of this task is to provide additional design services up to 65% for repairing breaks in the flowline throughout and within the project area and stormwater improvement design.

### Subtask 05-07 – Stormwater 65% Design Plans, Specifications and Estimate

#### Objective/Goal

The objective of this task is to advance the project to a preliminary 65% engineering design plans, specifications, construction cost estimate, and updated design report for the stormwater improvements designed in Task 02-05.

#### Approach

The following activities will be performed:

- Develop preliminary 65% stormwater facility and conveyance design plans, profile sheets, detail sheets, specifications, quantity take offs, and construction cost estimate.
- Develop preliminary 65% Water Pollution Control Plans and detail sheets.
- Develop preliminary 65% stormwater facility planting and detail sheets.
- Develop 65% technical specification.
- Support and provide input to develop the construction schedule.
- Update hydraulic modeling and backwater analysis for any altered stormwater facility elements from the 35% design.

- Update draft design report for any altered stormwater conveyance elements from the 35% design.
- Attend internal and City coordination project meetings.

## Deliverables

- Preliminary 65% Stormwater Facility and Conveyance Design Plans (25 Sheets)
- Preliminary 65% Water Pollution Control Plans (20 Sheets)
- Preliminary 65% Stormwater Facility Planting Plan and Details (3 Sheets)
- 65% Technical Specifications
- 65% Quantities and Construction Cost Estimate
- Preliminary 65% Design Report addressing all selected stormwater improvements

## Assumptions

- This Scope of Work and Budget accounts for the 65% design of up to:
  - Ten bioretention cells along the corridor
  - One detention structure
  - Two stormwater treatment vaults
  - Stormwater Facility Planting plan and details
  - Water pollution control plans and details
- The Preliminary 65% Design Report will document the design and treatment for stormwater applications for this non-regulated project approach.
- Structural engineering is not included in this phase of work.
- Detailed topographic survey will be available for stormwater facility and conveyance designs.
- Water Pollution Control Plans will cover site disturbances within the project limits including staging areas. Assume two roadway alignment segment panels per plan sheet.
- It is assumed that 65% design plans, specifications, quantities, and Construction Cost Estimate for non-stormwater (transportation) improvements (civil, striping and signage, electrical, and lighting) will be covered under the original work plan (2023).
- Parametrix will provide preliminary technical specifications for all bid items identified in the design plan. The specifications will follow City and State standard specifications for materials, execution, and payment quantities. Project special provisions are assumed to be the responsibility of the City.
- These stormwater related plans, specifications, quantity take offs, and Construction Cost Estimate will be combined with the larger 65% package for the non-stormwater (transportation) work on the Lincoln Ave/Marshall Way/Pacific Ave corridor.
- Attend internal project meetings in order to maintain communication and coordination between the City and the team on project matters. These meetings shall include interdisciplinary coordination to resolve design issues and shall also include task lead coordination meetings to identify and discuss resolution of project and contract related design issues as well as provide updates to current work status. 2 staff members are assumed to attend two meetings. The meetings will have a virtual option.

## Subtask 05-08 – Corridor Spot Repair 65% Design Plans, Estimate & Technical Specifications

### Objective/Goal

The objective of this task is to provide 65% design plans, cost estimate and technical specifications for the spot repair work on the Lincoln Avenue / Marshall Way / Pacific Avenue corridor.

### Approach

Parametrix will attend a site visit with a basemap provided by the city that marks the locations and lengths of the breaks in the flowline. City staff can attend the site visit to provide clarification and additional information.

Parametrix will then layout the spot repair locations on plan sheets and incorporate into the overall transportation and roadway plans for the corridor.

### Deliverables

- Basemap showing changes and/or confirmation of spot repair locations.
- 65% design plans, cost estimate, and technical specifications

### Assumptions

- Curb, gutter, sidewalk panels, and driveway aprons are the only repairs to take place. Parametrix will state for contractors to conform to existing conditions.
  - o A 2' plug will be assumed around in street repair work
- No topography is assumed for this work
- No drainage inlet repair or replacement is assumed for this work

# ParametriX

Client: City of Alameda

Project Name: Lincoln Ave / Marshall Way / Pacific Ave Safety Improvement

Project

Project Number: 474-8939-003

Lincoln Ave / Marshall Way / Pacific Ave Safety Improvement Project

## Stormwater & Additional Roadway Improvements

Amendments

Role on the Project

Cost Rates:

Hourly Rate:

Principal Consultant	Sr Consultant	Engineer IV	Engineer III (Multiple Staff)	CAD Technician	Admin Support	Schaaf & Wheeler	Schaaf & Wheeler
\$395.00	\$295.00	\$195.00	\$170.00	\$165.00	\$155.00	\$285.00	\$210.00

Task	Subtask	Description	Labor Dollars	Labor Hours								
<b>01</b>		<b>Project Management</b>	<b>\$12,750.00</b>									
	01	Project Management and Team Meetings	\$8,350.00	10					10	10		
	02	Monthly Invoices and Progress Reports	\$4,400.00	8					8			
<b>02</b>		<b>Preliminary (35%) Design</b>	<b>\$101,720.00</b>									
	05	Stormwater 35% Design Plans, Estimate & Design Report	\$101,720.00	16	38	130	224	44		12	48	
<b>03</b>		<b>Technical Studies</b>	<b>\$95,660.00</b>									
	05	Stormwater Alternatives Analysis & Technical Memorandum	\$77,390.00	15	42	153	172					
	06	Stormwater Hydrologic Modeling	\$18,270.00							14	68	
<b>05</b>		<b>65% Plans, Specifications and Estimate</b>	<b>\$164,680.00</b>									
	07	Stormwater 65% Design Plans, Estimate & Design Report	\$137,170.00	6	58	206	342	44		16	36	
	08	Corridor Spot Repair 65% Design Plans, Estimate & Technical Specifications	\$27,510.00	8	10	40	80					
<b>Labor Hour Total:</b>			1868	63	148	529	818	88	18	52	152	
<b>Labor Cost Total:</b>			<b>\$374,810.00</b>	<b>\$24,885.00</b>	<b>\$43,660.00</b>	<b>\$103,155.00</b>	<b>\$139,060.00</b>	<b>\$14,520.00</b>	<b>\$2,790.00</b>	<b>\$14,820.00</b>	<b>\$31,920.00</b>	

**Project Total**

**\$375,000.00**

City of Alameda  
Lincoln Avenue / Marshall Way / Pacific Avenue  
65% Communications Conduit Scope of Work

### Introduction

Pursuit to the City's request, Parametrix is providing the below scope of work to design communications conduit on the Lincoln Avenue / Marshall Way / Pacific Avenue corridor as part of the Lincoln Ave Safety Improvement Project.

### Task 01 – Project Management

#### Objectives

The objective of this task is to provide overall project management of the consultant contract with the City of Alameda.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

#### Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

### Task 05 – 65% Plans, Specifications and Estimate

#### Measurable Task Objective

The objective of this task is to provide additional design services up to 65% for communications conduit within the project area.

## Subtask 05-09 – Communications Conduit 65% Design Plans, Estimate & Technical Specifications

### Objective/Goal

Parametrix will prepare a telecommunications plan for Lincoln Avenue / Marshall Way / Pacific Avenue project from Pacific Ave / Main St / Central Ave to Lincoln Ave / Broadway totaling to approximately 16,000 linear feet.

### Approach

Parametrix will lay out the corridor at 1"=50' on 22"x34" plan sheets across approximately ten sheets. Each sheet will show the approximate alignment of the conduit, e.g., side of the street, and the approximate placement of each pull box of the type specified by the City. Each plan sheet will show the approximate alignment of existing underground utilities as mapped during the topographic survey. Note that an additional topographic survey may be needed to map the existing underground utilities. The telecommunication plan will include one detail sheet for the conduit and each type of pull box. Details relating to telecommunication fiber optic lines, pull tape, multicell conduits, and conductor sleeves will be incorporated into the plans as directed by the City. This work scope assumes no supplemental telecommunications equipment (e.g., splice boxes) beyond conduits and conductors.

Parametrix will prepare a cost estimate based on quantity takeoffs for major work items that will include:

- Trenching or directional bore
- Conduit and conductors
- Pull boxes

Parametrix will prepare technical specifications for the major work items listed above.

### Deliverables

- 65% plans, cost estimate, and technical specifications

### Assumptions

- An additional topographic survey may be needed to map the existing underground utilities if not already mapped out.

# ParametriX

Client: City of Alameda

Project Name: Lincoln Ave / Marshall Way / Pacific Ave Safety Improvement Project

Project Number: 474-8939-003

Lincoln Ave / Marshall Way / Pacific Ave Safety Improvement Project  
65% Communications Conduit Fee

Role on the Project	Principal Consultant	Sr Consultant	Engineer IV	Engineer III (Multiple Staff)	Admin Support
<b>Hourly Rate:</b>	\$395.00	\$295.00	\$195.00	\$170.00	\$155.00

Task	Subtask	Description	Labor Dollars	Labor Hours				
01		Project Management	\$2,200.00					
	01	Project Management	\$2,200.00	4				4
05		<b>65% Draft Design</b>	<b>\$47,270.00</b>					
	09	65% Communications Conduit Design Plans, Estimate and Technical Specifications	\$47,270.00	16	30	60	120	

<b>Labor Hour Total:</b>	234	20	30	60	120	4
<b>Labor Cost Total:</b>	<b>\$49,470.00</b>	<b>\$7,900.00</b>	<b>\$8,850.00</b>	<b>\$11,700.00</b>	<b>\$20,400.00</b>	<b>\$620.00</b>

## Other Direct Expenses (Expense Task)

Contingency	\$530.00
<b>Other Direct Expenses Total:</b>	<b>\$530.00</b>

**Project Total** **\$50,000.00**



**City of Alameda**  
**Lincoln Avenue/ Marshall Way/ Pacific Avenue Safety Improvement**  
**Project**  
**Five Intersections 100% PS&E Scope of Work**

## Introduction

Pursuant to the City's request, Parametrix is providing the below scope of work to design five intersections identified in the \$3 million federal earmark grant from a 65% level to a 100% PS&E level. The current scope Parametrix is working in will provide corridor plans up to the 65% design level of the Lincoln Avenue / Marshall Way / Pacific Avenue. This scope will allow Parametrix to complete the design to the 100% phase for five intersections only.

## Task 01 – Project Management

### Objectives

The objective of this task is to provide overall project management of the consultant contract with the City of Alameda project team.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Bi-weekly design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

### Deliverables

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

## Task 02 – 100% Plans, Specifications and Cost Estimate for Five Intersections

### Measurable Task Objective

The objective of this task is to provide 100% plans, technical specifications and cost estimates for the five intersections listed below:

1. Lincoln Avenue/Concordia Street,
2. Lincoln Avenue/Ninth Street,
3. Lincoln Avenue/St. Charles Street,
4. Lincoln Avenue/Stanton Street and
5. Lincoln Avenue/Broadway

The five intersections above have been identified in the \$3 million federal earmark grant that would cover 15 percent of the project costs, and would install flashing or pedestrian hybrid beacons, curb extensions and crosswalk improvements.

The five intersections will have been designed to the 65% design level under Parametrix's previous scope of work and have been chosen to be designed to the 100% design level under this scope of work.

### Subtask 02-01 – 100% Civil Plans

#### Approach

The civil layout plans will be updated in the 100% submittal to reflect City comments received at prior project phases (65%). The primary civil improvement for the five identified intersections shall be curb extensions (also known as bulb outs), median refuge islands where applicable, sidewalk repair to maintain ADA compliance, Drainage inlet relocation, and roadway repair. The civil details will present the demolition extents, horizontal and vertical layout, flowline profiles, and storm drain connection details where needed for the five identified intersections. The civil details will cite applicable City and State standards where applicable and provide custom details where needed.

#### Deliverables

- 100% Demolition Plans, including demolition details
- 100% Paving Plans, including paving details
- 100% Civil Plans, including civil details

### Subtask 02-02 – 100% Electrical Plans

#### Approach

The electrical layout plans will be updated in the 100% submittal to reflect City comments received at prior project phases (65%). The electrical design shall be as follows:

1. Wireless solar rectangular rapid flash system at Lincoln Avenue/Concordia Street,
2. High intensity activated crosswalk (HAWK) at Lincoln Avenue/Ninth Street,
3. Wireless solar rectangular rapid flash system at Lincoln Avenue/St. Charles Street,
4. Wireless solar rectangular rapid flash system at Lincoln Avenue/Stanton Street and
5. Wireless solar rectangular rapid flash system at Lincoln Avenue/Broadway

Parametrix will develop electrical plans for the five identified intersections, two sheets for each location totaling ten design sheets and two detail sheets. The first plan sheet will reflect elements of the existing electrical conditions (if any) to be maintained or demolished. The design will take care to avoid conflicts with the existing overhead utility present along the study areas. The second plan sheet will provide the conductor schedule, equipment schedule, construction notes, and construction details.

### Deliverables

- 100% Electrical Plans, including electrical details

## Subtask 02-03 – 100% Pavement Delineation & Signage Plans

### Approach

The pavement delineation & signage plans will be updated in the 100% submittal to reflect City comments received at prior project phases (65%). The pavement delineation plans shall consist of striping and signage improvements identified at prior project phases – road diet, bike lanes (buffered and not buffered), and crosswalk improvements. The plans will provide striping and marking details where not addressed by ad City or State standard plan. Striping quantities will be indicated on each sheet as callouts and summarized in a striping schedule.

Traffic signage design will update existing traffic control signs where necessary to reflect the new roadway design. Sign and pole quantities will be summarized in a signage schedule.

### Deliverables

- 100% Pavement delineation & Signage plans, including pavement delineation & signage details

## Subtask 02-04 – 100% Technical Specifications

### Approach

Parametrix will base the technical specifications on the bid items identified in the 65% plans and any additional bid items identified in the 100% plans. The specifications will follow City and State standard specification materials, execution and payment quantities.

### Deliverables

- 100% Technical specifications

### Assumptions

- Project special provisions are assumed to be the responsibility of the City.

### Subtask 02-05 – 100% Cost Estimate

#### Approach

The cost estimate will be based on quantity takeoffs for the build items identified in the 65% plans. The cost estimate will be laid out on a ‘per intersection’ basis and will include detailed quantity takeoffs for all improvement components.

Stormwater pollution prevention plans (SWPP), temporary traffic control plans (TCP), and encroachment permits are assumed as contractor responsibility. Utility relocation and/or service connection requests to utility companies are assumed as City responsibility.

#### Deliverables

- 100% Cost Estimate

# ParametriX

Client: City of Alameda

Project Name: Lincoln Ave / Marshall Way / Pacific Ave Safety Improvement Project - 5 Intersection 65-100% PS&E

Project Number:

Lincoln Ave / Marshall Way / Pacific Ave Safety Improvement Project  
5 Intersection 65-100% PS&E

Role on the Project

Principal	Senior Consultant	Engineer IV	Engineer III	Admin Support
Cost Rates:				
Hourly Rate:	\$395.00	\$295.00	\$195.00	\$170.00
			\$155.00	

Task	Subtask	Description	Labor Dollars	Labor Hours				
01		Project Management	\$5,500.00					
	01	Project Management and Team Meetings	\$5,500.00	10				10
02		65-100% PS&E	\$154,935.00					
	01	100% Design	\$108,060.00	30	66	132	300	
	02	100% Cost Estimate	\$31,250.00	10	20	40	80	
	03	100% Technical Specifications	\$15,625.00	5	10	20	40	

Labor Hour Total:	773	55	96	192	420	10
Escalation Amt:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor Cost Total:	\$160,435.00	\$21,725.00	\$28,320.00	\$37,440.00	\$71,400.00	\$1,550.00

## Other Direct Expenses (Expense Task)

Mileage	\$1,565.00
<b>Other Direct Expenses Total:</b>	<b>\$1,565.00</b>

**Project Total** \$ 162,000.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

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

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

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 PARAINC-01	<b>CONTACT NAME:</b> Jennifer Aguirre <b>PHONE (A/C. No. Ext):</b> (510) 465-3090 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> DesignProCerts@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D: National Fire Insurance of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER E: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Continental Insurance Company	35289	INSURER C: XL Specialty Insurance Company	37885	INSURER D: National Fire Insurance of Hartford	20478	INSURER E: Transportation Insurance Company	20494	INSURER F:
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**COVERAGES** **CERTIFICATE NUMBER:** 1588651462 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6050531433	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A E	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6050531383 6050531402	11/1/2023 11/1/2023	11/1/2024 11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Pollution Liability Included		Y	DPR5020288	11/1/2023	11/1/2024	Per Claim \$2,000,000 Annual Aggregate \$2,000,000 Retroactive Date 01/01/1969

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.  
 PMX Project Number/Name: #474-8939-003 / Lincoln/Marshall/Pacific Corridor --

City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement. General Liability is Primary/Non-Contributory and severability of interests per policy form wording. Insurance coverage includes waiver of subrogation per attached.

<b>CERTIFICATE HOLDER</b>  City of Alameda Attn: Risk Manager 2263 Santa Clara Ave. Alameda, CA 94501	<b>CANCELLATION 30 Day Notice of Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 15





**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

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 effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

SCHEDULE
<b>Name Of Person Or Organization:</b>
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

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 effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

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

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

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

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

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

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

**B. Bail Bonds and Loss of Earnings**

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

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



**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

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

**II. PHYSICAL DAMAGE COVERAGE**

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

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

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

**B. Transportation Expenses**

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

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

**C. Loss of Use Expenses**

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

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

**D. Hired "Autos"**

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

**5. Hired "Autos"**

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

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

**E. Airbag Coverage**

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

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

**F. Electronic Equipment**

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

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

**G. Diminution In Value**

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

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

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

**III. Drive Other Car Coverage – Executive Officers**

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

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

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

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

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

**IV. BUSINESS AUTO CONDITIONS**

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

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



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

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

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

**B. Transfer Of Rights Of Recovery Against Others To Us**

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

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

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

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

**C. Concealment, Misrepresentation or Fraud**

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

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

**D. Other Insurance**

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

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

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

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

**V. DEFINITIONS**

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

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



WAIVER OF 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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

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 2%.

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 Expiration Date:

Policy No: WC 6 50531383 Policy

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606