

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 1<sup>st</sup> day of July 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and Salas O’Brien Engineers, Inc., a California corporation whose address is 180 Grand Ave. Ste. 1325, 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 mechanical engineering services. City staff issued an RFP on March 17, 2025 and after a submittal period of 16 days received ten of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17<sup>th</sup>, 2025.
- E. The City and Provider desire to enter into an agreement for on-call mechanical engineering services, upon the terms and conditions herein.

### **AGREEMENT**

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

#### **1. TERM:**

The term of this Agreement shall commence the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work 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 7<sup>th</sup> 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. The total five-year compensation for this Agreement shall not exceed \$750,000.

### **4. TIME IS OF THE ESSENCE:**

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

### **5. STANDARD OF CARE:**

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

### **6. INDEPENDENT PARTIES:**

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

of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

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

**8. NON-DISCRIMINATION:**

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

**9. HOLD HARMLESS:**

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

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

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

**10. INSURANCE:**

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

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

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

  
Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials,

employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$2,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions

or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

## **12. PROHIBITION AGAINST TRANSFERS:**

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

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

## **13. APPROVAL OF SUB-PROVIDERS:**

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

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

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

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

## **14. PERMITS AND LICENSES:**

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

## 15. **REPORTS:**

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

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

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

## 16. **RECORDS:**

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

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

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

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

## 17. **NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested



from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

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

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

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

City of Alameda  
Public Works Department  
950 West Mall Square #110  
Alameda, CA 94501  
ATTENTION: Mike Billington, Facilities Manager  
Ph: (510) 747-7952 / mbillington@alamedaca.gov

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

Salas O'Brien Engineers, Inc.  
Contracts Department  
305 South 11<sup>th</sup> Street  
San Jose, CA 95112  
ATTENTION: Contracts  
Ph: (408) 282-1500

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

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

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws,

ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

## **19. TERMINATION:**

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

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

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

## **20. ATTORNEYS' FEES:**

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

## **21. HEALTH AND SAFETY REQUIREMENTS.**

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

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

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

**23. CONFLICT OF LAW:**

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

**24. WAIVER:**

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

**25. INTEGRATED CONTRACT:**

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

**26. PREVAILING WAGES:**

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

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

**27. CAPTIONS:**

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

**28. COUNTERPARTS:**

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

**29. SIGNATORY:**

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

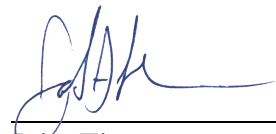
**30. CONTROLLING AGREEMENT:**

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

Salas O'Brien Engineers, Inc.  
a California corporation



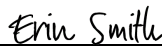
John Thomson  
Managing Principal

CITY OF ALAMEDA  
a municipal corporation

Jennifer Ott  
City Manager

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:



Len Aslanian  
Assistant City Attorney

**STATEMENT OF QUALIFICATIONS**

## **RFP On-Call Mechanical Engineering Services**

**Prepared for City of Alameda**

Project ID: 2510-00245-00 / April 07, 2025



**Engineered  
for Impact**



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## Cover Letter

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APRIL 07, 2025

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

Attention: Chandni Patel, Facilities Project Manager

Subject: RFP On-Call Mechanical Engineering Services

Dear Chandni,

**HEADQUARTERS**

305 South 11th Street  
San Jose, CA 95112  
(408) 282-1500 (t)

**BRANCH OFFICE**

55 Harrison Street, Suite 550,  
Oakland, CA 94607  
(510) 208-3300 (t)

Salas O'Brien is pleased to submit our qualifications to provide mechanical engineering services for the City of Alameda. Salas O'Brien, established in Downtown San Jose in 1975, is a full service engineering and architectural firm specializing in assessing and upgrading complex MEP systems for existing and new buildings across the United States. Over the last 50 years, our firm has grown from 1 office to 90 offices across the United States and Canada, with over 3,800 employees.

**Experience and Expertise**

The Salas O'Brien team assembled for these services has been trained in not only mechanical and plumbing engineering design, but also plan and specification development, condition assessments, cost estimation, field investigation, peer reviews, plan checking, construction management, sustainability studies, grant application assistance, LEED design and certification support, and AHJ permit approval. Our team has a thorough understanding of what makes projects successful including the multiple elements of systems integration, equipment age/condition/efficiency, control, maintenance, energy, comfort, and performance. They are fully capable of undertaking all the phases of a project and all aspects involved in project delivery.

**Experience Serving Public Agencies**

Salas O'Brien has worked with a large number of public agencies, including municipalities, throughout the state, providing similar services for our clients under on-call master agreements. Salas O'Brien maintains the resources necessary to successfully complete projects as they arise, within budget and schedule.

**Proximity to the City**

Salas O'Brien has offices in Oakland and San Jose, from which the team is able to provide mechanical engineering services quickly and as needed by the City. Our close proximity will allow the team to work closely with the City staff to ensure successful project outcomes. Thank you for the opportunity and we look forward to assisting the City of Alameda with its future CIP projects.

**John Thomson, PE, LEED AP**

*Managing Principal*

john.thomson@salasobrien.com / 408.899.3091 (t)

# 02

## Description of Organization, Management, and Team Members

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Exhibit A

02 | DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS

02. Description of Organization, Management, and Team Members

Organization

Salas O’Brien has all the resources internally to cover the mechanical engineering scope of work mentioned in the RFP. In addition, we can provide all the following additional resources in-house:

Additional in-House Services

- Electrical engineering
- Structural engineering
- Roofing / Waterproofing consulting
- Acoustical design
- Architecture
- Commissioning
- Controls engineering
- Data / telecommunications
- Energy management
- Construction management

Sub-Consultants

Salas O’Brien does not anticipate the use any sub-consultants for the mechanical scope of work. If a sub-consultant is needed for minor associated work such as civil or landscape architecture, then our team will present the sub-consultant options to the City. Salas O’Brien has great relationships with many sub-consultants and can pull from a long list of sub-consultants, on an as-needed basis per the direction of the City of Alameda.

Management

Leslie Locsin, will be the Project Manager and day-to-day contact for the duration of the contract. Leslie has over 22 years of experience managing mechanical engineering projects for Salas O’Brien.

Team Members

Our assembled team for these services has been trained in engineering, planning, and financial assessments for all types of cost estimation for feasibility studies, energy assessments, building condition assessments, field investigation, project development, design development, construction management and administration, energy planning, sustainability studies, LEED design and certification support, AHJ permit approval and historical preservation.

The team we have compiled includes seasoned members with at least six years of experience/with the firm completing similar projects for municipal clients in California. Our staff listed below represent only a small portion of the mechanical engineers that Salas O’Brien can call on upon to work on the City’s projects. Our Project Manager will always have the resources necessary to complete the City’s project on schedule.

STAFF MEMBER	ROLE	OFFICE LOCATION
John Thomson, PE, LEED AP	Principal-in-Charge	San Jose, CA
Leslie Locsin, PE, LEED AP	Project Manager / Senior Mechanical Engineer	San Jose, CA
James Sanderson, PE	Senior Mechanical Engineer	San Jose, CA
Chris Markley, PE	Mechanical Engineer	San Jose, CA
Robby Deaver, PE	Mechanical Engineer	San Jose, CA
Jose Olvera, EIT	Project Engineer	San Jose, CA

Following we have included resumes highlighting our key personnel's experience.

Exhibit A

02 | DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS



John Thomson PE, LEED AP

Managing Principal

John Thomson is a Principal at Salas O’Brien. He has designed HVAC systems on air side and water side, plumbing systems, control systems, central plants and steam systems. His plumbing experience includes lift stations, plumbing design for public facilities, and domestic water booster pump systems. He has completed over \$40M in design and management work for various clients; including providing conceptual budget studies and critical needs assessments for a variety of clients.

ROLE

Principal-in-Charge

YEARS OF EXPERIENCE

31 Years

EDUCATION

Bachelor of Science,  
Mechanical Engineering:  
San Jose State University

REGISTRATIONS

PE, CA #M30695

PE, HI #M17794

ADDITIONAL ACCREDITATION

Certified in Plumbing Design  
Received in 2002

USGBC, LEED AP

National Council of Examiners for  
Engineering & Surveying (NCEES)  
#31865

PROFESSIONAL AFFILIATIONS

ASHRAE Membership #5130173

ASHRAE San Jose Chapter Past  
President 2005/2006

ASPE Membership #SF22472

OFFICE LOCATION

San Jose, CA

County of Marin

Marin County Jail HVAC Replacement,  
San Rafael, CA

County of Marin

Novato Library HVAC Upgrade,  
Novato, CA

County of Marin

County Building HVAC and Roof  
Replacement, San Rafael, CA

City of Dublin

City Hall & Police Building HVAC Study,  
Dublin, CA

City of Fremont

Fremont Police Department  
DW & HW Rerouting, Fremont, CA

City of Fremont

Fremont Citywide Park Restrooms,  
Fremont, CA

City of Fremont

Lake Elizabeth Lift Station Replacement,  
Fremont, CA

City of Fremont

City Hall Fire Alarm Replacement,  
Fremont, CA

City of Fremont

City Hall HVAC Replacement,  
Fremont, CA

City of Fremont

Water Park Piping Design,  
Fremont, CA

City of San Jose

City Hall Water Intrusion Study,  
San Jose, CA

City of San Jose

Fire Station Expansion, San Jose, CA

City of San Jose

McEnery Convention Center  
Exhibit Halls Renovation, San Jose, CA

City of San Jose

PAB and PAC Plumbing Upgrade,  
San Jose, CA

City of Mountain View

City Hall building RCx,  
Mountain View, CA

City of Oakland

Henry Robinson Multi-Service Center  
HVAC Upgrades, Oakland, CA

City of Palo Alto

Children’s Theater Fire Safety Upgrades,  
Palo Alto, CA

City of Palo Alto

Fire Station #1 Remodel, Palo Alto, CA

City of Palo Alto

Park Modular Restroom Installation,  
Palo Alto, CA

County of Alameda

Fire Sprinkler Site Utilities Replacement,  
Oakland, CA

Exhibit A

02 | DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS



Leslie Locsin PE, LEED AP

Vice President

Leslie Locsin is a Senior Mechanical Engineer, experienced in calculating costs using labor and material pricing schedules and historical data. He collects cost data from representatives, subcontractors, and vendors. He also provides design and analysis of and recommendations on sustainability plans, energy audits, infrastructure systems, heating ventilating and air conditioning systems, plumbing systems, cogeneration systems, and energy code compliance.

ROLE

Project Manager /  
Senior Mechanical Engineer

YEARS OF EXPERIENCE

22 Years

EDUCATION

Bachelor of Science,  
Mechanical Engineering:  
San Jose State University

REGISTRATIONS

PE, CA #M34628

PROFESSIONAL AFFILIATIONS

Member of American Society of Heating,  
Refrigerating and Air Conditioning  
Engineers (ASHRAE)

OFFICE LOCATION

San Jose, CA

County of Solano

321 Tuolumne Street HVAC Replacement,  
Vallejo, CA

County of Stanislaus

Kitchen Equipment Replacements and  
Upgrades, Modesto, CA

County of Stanislaus

Building A HVAC Replacement,  
Modesto, CA

County of Stanislaus

Support Services Building HVAC  
Replacement, Modesto, CA

County of Stanislaus

Sheriff's Office HVAC Replacement,  
Modesto, CA

Judicial Council of California

Salinas Courthouse, Elevator  
Modernization Barrier Removal,  
Salinas, CA

Judicial Council of California

Deep Energy Retrofit Study for 21  
Facilities, Multiple Sites, CA

Judicial Council of California

5th District Court of Appeal, AHU  
Assessment and Replacement,  
Fresno, CA

Judicial Council of California

5th District Court of Appeal, CRAC  
Assessment and Replacement,  
Fresno, CA

Judicial Council of California

5th District Court of Appeal, VAV  
Assessment and Replacement,  
Fresno, CA

City of Sacramento

911 Operations Center Heat Exchanger  
Study, Sacramento, CA

City of Palo Alto

City Hall 3rd Floor Renovation,  
Palo Alto, CA

City of Palo Alto

CARE, 229 High Street, Palo Alto, CA

City of Mountain View

Chiller Replacement,  
Mountain View, CA

City of San Jose

Community Center Shelter Ready  
Projects, San Jose, CA

City of San Jose

Convention Center Exhibit Hall,  
San Jose, CA

City of San Jose

Arcadia Softball Complex, San Jose, CA

County of Santa Clara

Holden Ranch Gymnasium HVAC  
Upgrade, San Jose, CA

County of Santa Clara

Fire Suppression Performance Spec,  
San Jose, CA

Exhibit A

02 | DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS



James Sanderson PE

Senior Mechanical Engineer

James Sanderson designs and analyzes HVAC controls, measurement and monitoring equipment, and building automation systems. He is experienced in studies, energy audits, and the design of mechanical systems for both new construction and modernization projects; and has gained an in-depth understanding of the practical application of energy conservation measures and sustainability in design. He focuses on reducing greenhouse gases by increasing the efficiency of equipment.

ROLE

Senior Mechanical Engineer

YEARS OF EXPERIENCE

18 Years

EDUCATION

Bachelor of Science,  
Mechanical Engineering  
San Jose State University

REGISTRATIONS

PE, CA #36498

OFFICE LOCATION

San Jose, CA

City of Burlingame

Corp Yard BAS Design, Burlingame, CA

City of Foster City

Feasibility Study, Foster City, CA

City of Foster City

Library HVAC Replacement,  
Foster City, CA

City of Los Altos

Police Station UPS Replacement,  
Los Altos, CA

City of Palo Alto

Municipal Service Center Upgrades,  
Palo Alto, CA

City of Palo Alto

WGW OPS Office Improvements,  
Palo Alto, CA

City of San Jose

Police Department, Gun Range Ventilation  
Study, San Jose, CA

City of San Jose

45 N Market, 95 N Third, Fourth-San  
Fernando Garage Elevators,  
San Jose, CA

City of San Jose

Children’s Discovery Museum Elevator  
Upgrade, San Jose, CA

City of San Mateo

Citywide Facilities Condition Assessment,  
San Mateo, CA

City of Santa Clara

Police Building Chiller Replacement,  
Santa Clara, CA

City of Santa Cruz

Water Department Generator,  
Santa Cruz, CA

County of Santa Clara

70 W. Hedding HVAC Improvements,  
San Jose, CA

County of Santa Clara

Communication Center Server Room  
Addition, San Jose, CA

County of Santa Clara

Crime Lab Server Room Cooling  
Replacement, San Jose, CA

County of Santa Clara

Gilroy Clinic Pony Chiller Design,  
Gilroy, CA

County of Santa Clara

San Jose Downtown Pony Chiller Design,  
San Jose, CA

County of Santa Clara

Park Alameda Clinic Cooling Addition,  
San Jose, CA

County of Santa Clara

West Hedding HVAC Improvements,  
San Jose, CA

County of Santa Clara

Fire Suppression Performance Spec,  
San Jose, CA

Exhibit A

02 | DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS



Chris Markley PE

Vice President

Chris Markley has experience in the field of mechanical engineering, including project and construction management of HVAC and plumbing designs in commercial and educational sectors. He has experience with laboratory design, specifically with variable volume exhaust fume hoods, and the associate laboratory specific control system. He has experience in performing load calculations, sizing HVAC equipment, designing fume hood systems, and performing LEED commissioning.

ROLE

Mechanical Engineer

YEARS OF EXPERIENCE

15 Years

EDUCATION

Bachelor of Science,  
Mechanical Engineering:  
University of Michigan

REGISTRATIONS

PE, CA #M38371

PROFESSIONAL AFFILIATIONS

Member of American Society of  
Mechanical Engineers

Member of American Society of  
Heating, Refrigeration and  
Air-Conditioning Engineers

OFFICE LOCATION

San Jose, CA

Contra Costa County

Regional Admin Building, Martinez, CA

County of Marin

Marin County Jail, Isolation Room  
Ventilation, San Rafael, CA

County of Marin

Novato Library HVAC Upgrade,  
Novato, CA

County of Marin

Marin County Jail HVAC Replacement,  
San Rafael, CA

City of Fremont

Water Park Piping Design,  
Fremont, CA

County of Santa Clara

Crime Lab Leak Detection, San Jose, CA

County of Santa Clara

Crime Lab Plumbing Cross Connection,  
San Jose, CA

County of Santa Clara

Elmwood Correctional,  
Laundry Air Flow Study, Milpitas, CA

County of Santa Clara

EV Charging Stations, San Jose, CA

County of Santa Clara

Cold Thermal Storage Feasibility  
Assessment, San Jose, CA

County of Santa Clara

Solar Peer Review for 6 Sites, San Jose, CA

County of Solano

Health & Social Services, PH Lab Bio  
Safety Cabinet Modifications, Vallejo, CA

County of Solano

Health & Social Services, TB LAB Airflow  
Monitoring, Vallejo, CA

County of Solano

Government Center Fountain  
Filtration Study, Fairfield, CA

Judicial Council of California

Compton Courthouse Water Leak  
Mitigation and Prevention, Compton, CA

Judicial Council of California

Van Nuys Courthouse Water Leak  
Mitigation and Prevention, Van Nuys, CA

Judicial Council of California

Compton Courthouse Water Leak  
Mitigation and Prevention, Compton, CA

Judicial Council of California

Central Justice Center Courthouse Fire  
Sprinkler System Replacement,  
Santa Ana, CA

Judicial Council of California

Hayward Hall of Justice Bid and  
Construction Support, Hayward, CA

Judicial Council of California

Fremont Hall of Justice Bid and  
Construction Support, Fremont, CA

Judicial Council of California

Napa Courthouse Bid and Construction  
Support, Napa, CA



Exhibit A

02 | DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS



Robby Deaver PE

Mechanical Engineer

Robby Deaver is an experienced project engineer, with a focus on serving public agency clients including higher education institutions, municipalities, and K-12 school districts. He has experience with HVAC design for laboratories, specifically with constant air volume air handlers, and the associate exhaust systems. Robby is an asset to the team, providing thorough field work, design, and reporting.

ROLE

Mechanical Engineer

YEARS OF EXPERIENCE

10 Years

EDUCATION

Bachelor of Science,  
Mechanical Engineering:  
San Jose State University

REGISTRATIONS

PE, CA #M42688

OFFICE LOCATION

San Jose, CA

County of Solano

Forensic Lab HVAC Improvements,  
Vallejo, CA

County of Solano

321 Tuolumne Street HVAC Replacement,  
Vallejo, CA

County of Stanislaus

SOC HVAC Replacement, Modesto, CA

County of Stanislaus

Kitchen Equipment Replacement,  
Modesto, CA

County of Stanislaus

Support Services HVAC Replacement,  
Modesto CA

City of Fremont

Lake Elizabeth Lift Station Replacement,  
Fremont, CA

City of San Leandro

Police Department AHU Replacement,  
San Leandro, CA

County of Santa Clara

Holden Ranch Gymnasium HVAC  
Upgrade, San Jose, CA

County of Santa Clara

Elmwood Correctional Facility,  
Bid Support & Construction  
Administration, San Jose, CA

Contra Costa CCD

Contra Costa College, Design for Air  
Handler and Exhaust System Equipment  
Replacements, San Pablo, CA

Dublin San Ramon Services District

WWTP and DERWA Facility HVAC  
Improvements, San Ramon, CA

Southern California Edison

Redlands Materials Supply Warehouse  
TI, Redlands, CA

Judicial Council of California

Metropolitan Courthouse HVAC  
Assessment, Los Angeles, CA

Judicial Council of California

El Cajon East County Regional Center  
HVAC & BMS Assessment, El Cajon, CA

Judicial Council of California

Vista North County Regional Center HVAC  
& BMS Assessment, Vista CA

Judicial Council of California

Norwalk Courthouse HVAC & BMS  
Assessment, Norwalk, CA

Judicial Council of California

Bellflower Courthouse HVAC & BMS  
Assessment, Bellflower, CA

Judicial Council of California

Compton Courthouse HVAC & BMS  
Assessment, Compton, CA

Judicial Council of California

East Los Angeles Courthouse HVAC &  
BMS Assessment, East Los Angeles, CA

Judicial Council of California

Airport Courthouse HVAC & BMS  
Assessment, Los Angeles, CA



Exhibit A

02 | DESCRIPTION OF ORGANIZATION, MANAGEMENT, AND TEAM MEMBERS



Jose Olvera EIT

Mechanical Project Engineer

Jose Olvera has been with the firm since 2019. As an undergraduate, Jose interned with the City of San Jose’s Public Works Department where he documented a \$90 million cogeneration construction contract, organizing technical documents, plans and specifications, and submittals. In addition, to his experience and mechanical engineering skills, he is experienced with AutoCAD, MATLAB, LabView, and C++ programming.

ROLE

Project Engineer

YEARS OF EXPERIENCE

6 Years

EDUCATION

Bachelor of Science,  
Mechanical Engineering:  
San Jose State University

REGISTRATIONS

EIT, CA #177361

OFFICE LOCATION

San Jose, CA

City of San Jose

Community Center Shelter Ready  
Projects, San Jose, CA

City of San Jose

ESD Department Split System Relocation,  
San Jose, CA

City of Santa Cruz

Water Department Generator,  
Santa Cruz, CA

County of Solano

321 Tuolumne Street HVAC Replacement,  
Vallejo, CA

County of Stanislaus

County Sheriff Operations Center HVAC  
Replacement, Stanislaus, CA

County of Stanislaus

County Kitchen Equipment Replacement  
& Stanislaus HVAC Replacement,  
Stanislaus, CA

County of Stanislaus

Gallo Center for the Arts HVAC  
Assessment, Modesto, CA

County of Stanislaus

Public Safety Center West HVAC  
Assessment, Modesto, CA

County of Stanislaus

Support Services HVAC Replacement  
Stanislaus, CA

Judicial Council of California

Hayward Hall of Justice HVAC & BMS  
Study, Hayward, CA

Judicial Council of California

Napa Criminal Courthouse HVAC & BMS  
Study, Napa, CA

Judicial Council of California

Airport Courthouse HVAC & BMS Study,  
Los Angeles, CA

Judicial Council of California

Inglewood Juvenile Courthouse HVAC &  
BMS Study, Inglewood, CA

Judicial Council of California

East Los Angeles Courthouse HVAC &  
BMS Study, East Los Angeles, CA

Judicial Council of California

Compton Courthouse HVAC & BMS Study,  
Compton, CA

Judicial Council of California

Bellflower Courthouse HVAC & BMS Study,  
Bellflower, CA

Judicial Council of California

Norwalk Courthouse HVAC & BMS Study,  
Norwalk, CA

County of San Bernardino

Arrowhead Regional Medical Center HPCR  
Leaks Investigation, Colton, CA

County of San Bernardino

Forsyth HVAC Replacement,  
San Bernardino, CA

# 03

## Organization Qualifications

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03. Organization Qualifications

Experience with Municipalities

Salas O'Brien has been serving municipalities across California, since its inception in 1975. Our team has provided MEP engineering assessments, design, and construction administration services for a wide range of projects throughout the State.

Recent and current municipal clients in the State of California include the following (\* indicates current on-call contract):

- City of Alameda\*
- City of Fremont\*
- City of San Jose\*
- County of Santa Clara\*
- City of Daly City\*
- County of Sacramento\*
- County of Solano\*
- County of Stanislaus\*
- County of Contra Costa\*
- City of Sunnyvale\*
- City of Santa Clara
- City of Menlo Park\*
- City of Pacifica\*
- City of Palo Alto
- City of San Bruno
- City of Foster City
- City of San Carlos\*
- City of Redwood City
- City of Mountain View
- City of Los Altos
- County of Alameda
- County of San Mateo\*
- City of Burlingame
- County of Marin
- City of Oakland
- City of San Leandro
- City of Walnut Creek
- City of Dublin
- County of Yolo
- City of South San Francisco
- City of Concord
- City of San Pablo
- City of Monterey
- City of San Luis Obispo\*
- City of Seaside
- County of Santa Barbara
- City of Arroyo Grande
- County of Riverside\*
- County of San Bernardino\*
- County of Los Angeles
- City of Santa Fe Springs
- County of Orange
- City of Santa Monica\*
- City of Anaheim\*
- City of Thousand Oaks

Our Engineering Capabilities

Our highly specialized team is completely dedicated to delivering clean and crisp common sense, cost effective, time sensitive, facility planning and design solutions to our clients. Salas O'Brien has an excellent reputation for completing projects on schedule and within budget; our work ethic is reflected in our long standing relationship with our clients.

Our mechanical team is experienced in and can provide the following services in-house:

- HVAC
- Plumbing engineering
- Energy management systems
- Building energy simulation
- Smoke control / life safety
- Sustainable / LEED Design
- Fire protection
- Sprinkler systems
- Hydraulic calculations
- Fire / jockey pumping systems
- Fire flow / pressure tests
- Clean agent systems

Sustainability

Salas O'Brien is always open to technical innovations that not only utilize existing infrastructure where possible, but also maximize efficiency. Salas O'Brien is a leader in sustainable design. Even with the difficult task of developing sustainable design practices, Salas O'Brien works with its clients to create methodologies which go beyond the design of a specific room or system. For example, we work with vendors and manufacturers to provide green products using less packaging, seek out local manufacturers in order to reduce the carbon footprint, and develop MEP systems within buildings to be more sustainable.

**03 | ORGANIZATION QUALIFICATIONS****Working with Regulatory Agencies**

Our continued involvement with AHJ and commitment to be on the forefront of new legislation and the ongoing evolution of the State, County, and City policies assures our clients maximum benefits. As members of ASHRAE, IEEE, NFPA, AEE and CSI, we are familiar with the current standards and their applications. In addition, we maintain a library with the UBC, complete NFPA codes, UMC, NEC, UPC, UFC and the California amendments that pertain. We examine what is required by code, as well as what makes practical and prudent sense for existing facility renovations, expansion, or modernization.

**Our Resources**

As a firm, Salas O'Brien counts with over 600 licensed professionals nationwide that are knowledgeable in UBC and Title 24 compliance, and Fire Marshall permitting processes. With LEED accredited professionals on staff, the firm is also experienced at handling applications for the US Green Building certification process. Salas O'Brien currently has a team of over 3,800 staff members and is used to managing backlog vs. projected workload. Our extensive team allows us the flexibility of adding additional team members to the team we present in this proposal if a project requires a larger team.

**Scheduling for Occupied Facilities**

Over 80% of our projects are in existing facilities and our team understands how maintaining operations can be extremely important; therefore, we understand the critical nature of scheduling construction projects efficiently. We are familiar with scheduling if work has to be done on off-hours, weekends or under short time frames. We will meet with the City's project team to gain an understanding of the facilities schedule of current use and how best to integrate the improvements without impacting the current use and staff.

**On-Call Contract Experience**

Over the past four decades Salas O'Brien has held multiple on-call contracts with public agencies; ranging from K-12 school districts and higher education institutions, to municipalities and private agencies. This experience has allowed Salas O'Brien to perfect the processes involved in managing multiple projects under one contract. The City of Alameda can be confident in our team's ability to answer its project needs quickly and efficiently, ensuring a successful project outcome.

***Following we have included specific examples of work accomplished by our key personnel.***



# County Jail HVAC System

County of Marin [SAN RAFAEL, CA](#)

Salas O'Brien was selected by the County to upgrade the HVAC system of its Marin County Jail. Six units in total were deemed past their useful life and in need of replacement. The units were 25 years old, and the design standards, energy usage, and equipment features were out of date compared to current energy efficient equipment.

Due to the critical nature of this facility, the team had to take into account that all construction work had to be scheduled over two consecutive weekends to minimize disruption to normal operations. Salas O'Brien, being experienced in working within critical facilities, ensured the County that all would be scheduled accordingly and completed within the desired timeframe. A temporary HVAC system including smoke evacuation and ventilation was installed before construction commenced. Scope of work included a review of as-builts and site visits to verify those as-builts. The team selected new replacement HVAC units based on the existing unit heating and cooling capacities. The existing EMS controls (Andover) were removed and reinstalled on the new units. The team provided bidding and construction administration services.

**SERVICES**  
Mechanical Engineering

**COMPLETION YEAR**  
2023

**CONSTRUCTION COST**  
\$1.2 million

**COMPLETED UNDER MASTER AGREEMENT?**  
No

**SIZE**  
46,600 square feet





Agricultural Center HVAC

County of Stanislaus **MODESTO, CA**

Salas O'Brien was selected to provide mechanical engineering services, under a Master Agreement, for the County's Agricultural Center's Building 'A' HVAC system. The existing equipment had exceeded its useful life. There were three Carrier rooftop packaged D/X cooling only VAV units on the roof, and one heating hot water boiler serving reheats at the VAV terminal boxes. There were several exhaust fans on the roof. The HVAC control system was a mix of pneumatic and Novar electronic controls. Salas O'Brien reviewed the existing conditions and provided the County with replacement options. Final designs were developed for a new boiler plant, rooftop HVAC, and D/X cooling only VAV rooftop HVAC.

In addition to providing mechanical engineering services, the team also brought on a sub-consultant to assist with structural engineering for a new mounting pad. Field instructions were given by the team for installation of a new fence design with operable gates for one of HVAC units. Salas O'Brien also provided the County with construction administration services.

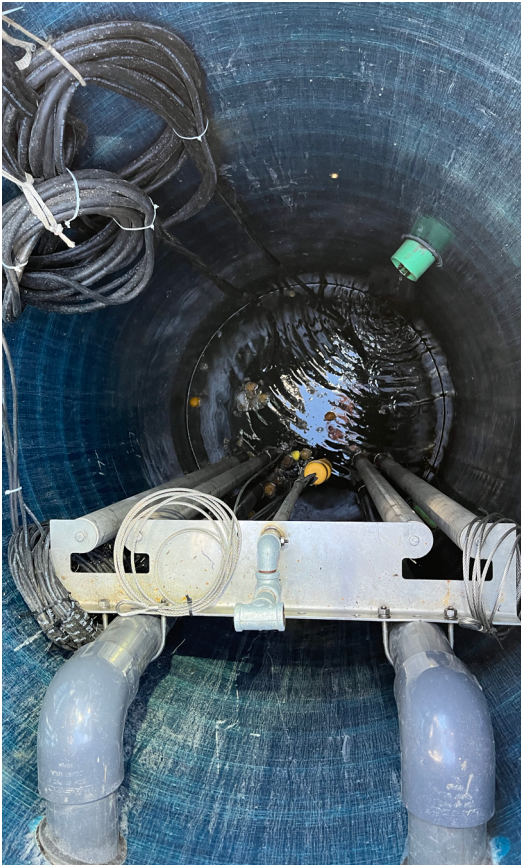
**SERVICES**  
Mechanical Engineering

**COMPLETION YEAR**  
2021

**CONSTRUCTION COST**  
\$1.6 million

**COMPLETED UNDER  
MASTER AGREEMENT?**  
Yes

**SIZE**  
10,600 square feet



# Lake Elizabeth Lift Station

City of Fremont **FREMONT, CA**

Salas O'Brien was selected to provide engineering design services for the City of Fremont's Lake Elizabeth lift station upgrades. Designs were developed for the demo of the existing concrete basin, pump, and control system. Restroom facilities/plumbing fixtures that discharge into the sanitary sewer had to be closed temporarily until the new system had been installed.

In addition, the team designed for a shallower basin so when maintenance service is required at the bottom, it will be easier to access. The concrete surface and fencing around the lift station was extended for improved maintenance access and bollards were installed on the public parking side.

To deal with the issue of foreign materials being flushed down restroom drains which were clogging up the existing pumps, the team designed pumps that could grind up the materials. Electrical scope included exterior lighting and addition of local alarm for the control panel which could be connected to the BMS in the future.

<b>SERVICES</b>	<b>COMPLETED UNDER MASTER AGREEMENT?</b>
Mechanical / Plumbing Engineering	Yes
<b>COMPLETION YEAR</b>	<b>SIZE</b>
2022	3,400 square feet
<b>CONSTRUCTION COST</b>	
\$234,744	





Community Center Temp Shelters

City of San Jose [SAN JOSE, CA](#)

The City of San Jose requested engineering services to assist in upgrading its current community centers’ emergency power and ventilation systems. The City wanted the centers to be ready in case of an emergency to serve the public as temporary shelters.

Salas O’Brien assessed three sites: Almaden, Berryessa, and Evergreen to determine the upgrades needed. Mechanical scope of work included providing design for portable ventilations, A/C, and heating for the sites. Mechanical and plumbing connections were also developed for washer / dryer stations at each site.

Electrical scope of work included design for dedicated generators for the buildings as well as connections for temp generators. In addition, design for additional lighting near restrooms and hallways was developed; as well as for additional power outlets for the A/C units.

The team provided bidding and construction administration services for all three sites.

SERVICES

MEP Engineering

COMPLETION YEAR

2025

CONSTRUCTION COST

\$968,000

COMPLETED UNDER MASTER AGREEMENT?

Yes

SIZE

90,000 square feet



03 | ORGANIZATION QUALIFICATIONS



PD Domestic Water Re-Routing

City of Fremont **FREMONT, CA**

Salas O'Brien was hired to develop a design for the rerouting of the Police Department's domestic, and hot water supply lines and return lines between the main building and the mechanical room on the northeast side of the main building.

The new lines were designed to run overhead to replace the troublesome underground lines, which the City decided should be abandoned in place. The new design included new pipe penetrations through the existing concrete walls of the existing mechanical room. The team also provided structural engineering services for the framing system needed to support the new lines.

Plans were provided at the 30%, 90%, and 100% points; the team assisted the City with permit submittal, bidding, and construction administration.

**SERVICES**  
Mechanical /  
Plumbing Engineering

**COMPLETION YEAR**  
2022

**CONSTRUCTION COST**  
\$175,400

**COMPLETED UNDER  
MASTER AGREEMENT?**  
Yes

**SIZE**  
35,000 square feet

# 04

## References, Related Experience, and Examples of Work

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## Exhibit A

## 04 | REFERENCES, RELATED EXPERIENCE, AND EXAMPLES OF WORK

## 04. References, Related Experience, and Examples of Work

REFERENCE #1: CITY OF FREMONT	
<b>Contact:</b>	Jimmy Chen, Facilities and Real Property Manager
<b>Email / Phone:</b>	(510) 494-4715 / jichen@fremont.gov
<b>Experience / Examples of Work:</b>	Under our master agreement for the City, the team has provided mechanical engineering services for projects that include: Lake Elizabeth lift station, rerouting of plumbing lines for the Police Department; and piping replacement for Fremont water park.
<b>Key Personnel:</b>	John Thomson (Project Manager); Chris Markley (Mechanical Engineer); Robby Deaver (Project Engineer)
REFERENCE #2: CITY OF SAN JOSE	
<b>Contact:</b>	Huimin Mu, Associate Engineer
<b>Email / Phone:</b>	(408) 535-6888 / huimin.mu@sanjoseca.gov
<b>Experience / Examples of Work:</b>	Under our master agreement with the City, the team has provided engineering services for over 20 projects in the past five years. Mechanical projects have included: ventilation and plumbing design for community centers; design for elevators modernization at City buildings; City Hall water intrusion study; Police Department ventilation improvements.
<b>Key Personnel:</b>	John Thomson (Project Manager); Leslie Locsin (Sr. Mechanical Engineer); James Sanderson (Mechanical Engineer); Jose Olvera (Project Engineer)
REFERENCE #3: COUNTY OF STANISLAUS	
<b>Contact:</b>	Dale Clark, Deferred Maintenance Manager
<b>Email / Phone:</b>	(209) 458-9501 / clarkd@stancounty.com
<b>Experience / Examples of Work:</b>	In connection to our existing master agreement, the team has provided mechanical engineering services for projects including: HVAC assessments for arts center and public safety buildings; design for kitchen replacement; HVAC design for County Agricultural Center and Sheriffs Building.
<b>Key Personnel:</b>	Leslie Locsin (Project Manager); Robby Deaver (Project Engineer); Jose Olvera (Project Engineer)
REFERENCE #4: COUNTY OF SOLANO	
<b>Contact:</b>	Mark Hummel, Capital Project Manager
<b>Email / Phone:</b>	(707) 784-7900 / mahummel@solanocounty.com
<b>Experience / Examples of Work:</b>	As part of our ongoing master agreement with the County, the team has provided mechanical engineering design for projects including: Government Center fountain filtration upgrade; County Building HVAC system upgrade; airflow monitoring for laboratories; HVAC improvements for County laboratories.
<b>Key Personnel:</b>	Leslie Locsin (Project Manager); Chris Markley (Sr. Mechanical Engineer); Robby Deaver (Project Engineer); Jose Olvera (Project Engineer)

05

## Contract Exceptions

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## ／ 05. Contract Exceptions

### Contract Exceptions

Salas O'Brien has reviewed the City's sample agreement and has no exceptions to state.

06

## Billing Rates

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06. Billing Rates

LABOR CATEGORY	RATES 2025
Principal	\$300
Senior Architect / Sr. Vice President	\$290
Vice President / Associate Vice President / Director / Associate / Sr. Project Manager	\$265
Architect / Professional Engineer /Telecom Engineer / Sr. Structural Engineer	\$220
Design Engineer / Project Engineer	\$210
Construction Project Manager	\$215
Design Manager / Program Manager / Drafting Manager (CADD)	\$195
Staff Engineer	\$180
Field Technician / Program Specialist / Coordinator / Drafter (CAD)	\$155
Program / Project Assistant	\$120



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2025

5/2/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td><b>INSURER B:</b> Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Columbia Casualty Company	31127	<b>INSURER B:</b> Zurich American Insurance Company	16535	<b>INSURER C:</b> Travelers Property Casualty Company of America	25674	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> 1464459 SALAS O'BRIEN ENGINEERS, INC. 305 SOUTH 11TH ST. SAN JOSE CA 95112															

**COVERAGES****CERTIFICATE NUMBER:** 21693242**REVISION NUMBER:** XXXXXXXX

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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO 3537984	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 3537985	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<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 \$ 10,000	N	N	CUP-6S366916	3/1/2025	3/1/2026	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$1,000,000 \$ XXXXXXXX
B	<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 <input checked="" type="checkbox"/> N	Y N/A	WC 3537983	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>PROFESSIONAL LIABILITY</b>	N	N	AEH591877402	8/15/2024	8/15/2025	\$2,000,000 PER CLAIM/AGG.

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

\*\*\* SEE ATTACHED \*\*\*

Initial

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5/12/2025

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

**21693242**  
 CITY OF ALAMEDA  
 ATTN: CHANDNI PATEL  
 2263 SANTA CLARA AVE  
 ALAMEDA, CA 94501

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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RE: PROJECT: ON-CALL MECHANICAL ENGINEERING, SOBE #2510-00245; LOCATION: ALAMEDA, CA. THE CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, EXCEPT IN THE EVENT OF NONPAYMENT OF PREMIUM. THE EXCESS LIABILITY IS CONSIDERED FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

# Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 3537984	Effective Date: 3/1/2025

This endorsement modifies insurance provided under the:

## Commercial General Liability Coverage Part

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
  - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
- (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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; or
- 2. Supervisory, inspection, architectural or engineering activities.

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

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written

contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

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

Policy No. GLO 3537984

## **Additional Insured – Primary and Non-Contributory**

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

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**D.** Solely with respect to the coverage provided by this endorsement:

**1.** The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

#### **Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a.** The additional insured is a Named Insured under such other insurance; and
- b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**POLICY NUMBER: GLO 3537984**

## **Waiver Of Subrogation (Blanket) Endorsement**

**this endorsement changes the policy. please read it carefully.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: GLO 3537984

U-GL-1521-B CW (01/19)

## Blanket Notification to Others of Cancellation or Non-Renewal

This endorsement applies to insurance provided under the:

### Commercial General Liability Coverage Part

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
  - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
  - b. Non-renewal, but not including conditional notice of renewal, unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph <b>B.1.</b> of this endorsement is amended to indicate the following number of days:	90*
The total number of days for mailing or delivering with respect to Paragraph <b>B.2.</b> of this endorsement is amended to indicate the following number of days:	90**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



POLICY NUMBER: BAP 3537985

COMMERCIAL AUTO  
CA 20 48 10 13

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

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BAP 3537985

U-GU-424-F CW (04/14)

# Coverage Extension Endorsement

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

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

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

The following are also "insureds":

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

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

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

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

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

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

POLICY NUMBER: BAP 3537985

U-GL-832-A CW (01/13)

## **Blanket Notification to Others of Cancellation or Non-Renewal**

This endorsement applies to insurance provided under the:

### **Commercial Automobile Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
  - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
  - b. Non-renewal, but not including conditional notice of renewal.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a

courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Policy Number: WC 3537983

Effective Date: 3/1/2025

<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY</b>
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<b>WC 00 03 13</b>
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(Ed. 04-84)
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## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU.

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

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

**WC 00 03 13**

**(Ed. 4-84)**

POLICY NUMBER: WC 3537983

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 06 43

## **BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

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

### **PART SIX CONDITIONS**

#### **Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:

- a. Must be provided to us prior to cancellation or non-renewal;
- b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
- c. Must be in an electronic format that is acceptable to us.

2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:

- a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
- b. At least 30 days prior to the effective date of:
  - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
  - (2) Non-renewal, but not including conditional notice of renewal.

3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

- a. Extend the policy cancellation or non-renewal date;
- b. Negate the cancellation or non-renewal; or
- c. Provide any additional insurance that would not have been provided in the absence of this endorsement.

4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**