

## **SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 14<sup>th</sup> day of July, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and Ninyo & Moore, (a California corporation, ~~partnership, sole proprietor, individual~~), whose address is 1956 Webster Street, Suite 400, Oakland, CA 94612, (the "Provider"), in reference to the following:

### **RECITALS:**

- A. 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: **Special Testing and Inspection Services for Estuary Park Site Improvements, Phase 1, No. P.W. 02-16-01**. City staff issued an RFP on April 29<sup>th</sup>, 2016 and after a submittal period of eleven days received three timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for **Special Testing and Inspection Services for Estuary Park Site Improvements, Phase 1**, upon the terms and conditions herein.

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

### **1. TERM:**

The term of this Agreement shall commence on the 14<sup>th</sup> day of July, 2016, and shall terminate no more than **One Hundred and Eighty-Two (182) consecutive working days** from said date, pursuant to the Notice to Proceed; on the 16th day of March 2017, 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. The 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 this Section 3 (and as indicated in Exhibit A). Extra work (i.e.; Additional Services) must be approved in writing by the City Manager or his/her

designee prior to performance and shall be paid on a Time and Material basis as set forth in this Section 3 (and as indicated in Exhibit A).

b. The total compensation for the scope of work (Exhibit A) under this Agreement is not to exceed \$95,599, with a 5% contingency in the amount of \$4,780 for a total not to exceed of \$100,379. Use of contingency shall be only at the City's discretion, and only for items of work/scope outside the original scope of work (Exhibit A) - and requires prior written authorization by the City.

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

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

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from 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.

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 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 City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex,

age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

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

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's 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.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by 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.

**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 requires 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 may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

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

a. Only those persons and/or businesses whose names and resumes 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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

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

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the 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 City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon

reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by 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 City shall be addressed to City at:

City of Alameda  
Recreation & Parks Department  
2263 Santa Clara Avenue  
Alameda, CA 94501-4417  
ATTENTION: Amy Wooldridge, Director  
Ph: (510) 747-7570

... with a copy to:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7575  
ATTENTION: Jack Dybas, Project Manager II,  
Ph.: (510) 747-7948

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

Ninyo & Moore  
Geotechnical & Environmental Sciences Consultants  
1956 Webster Street, Suite 400  
Oakland, CA 94612  
ATTENTION: Mark Hahle, Principal-in-Charge  
Ph: (510) 343-3000  
Cell: (408) 829-0702  
Email: mhahle@ninyoandmoore.com

**18. SAFETY:**

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. 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 the 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 City.

**22. 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.

**23. WAIVER:**

A waiver by 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.

**24. INTEGRATED CONTRACT:**

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 City and Provider.

**25. 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.

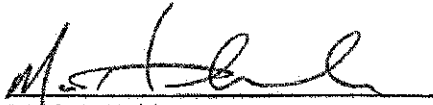
*Signatures on next page*

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

COMPANY  
(A California Corporation)

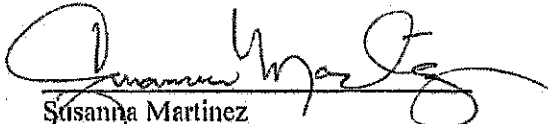
CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Jill Keimach  
City Manager

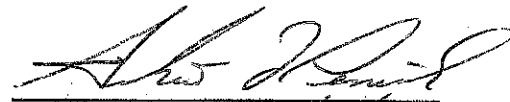
  
\_\_\_\_\_  
Mark J. Hahle  
Ninyo & Moore Vice President and  
Principal-in-Charge

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
Robert Haun  
Public Works Director

  
\_\_\_\_\_  
Susanna Martinez  
Ninyo & Moore Assistant Secretary

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Andrico Q. Penick 6/15/16  
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

**SAMPLE**  
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:**

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

**SEVERABILITY OF INTEREST:**

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

**WAIVER OF SUBROGATION:**

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

**NOTICE OF CANCELLATION:**

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO  
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS 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" under the Who Is An Insured Provisions 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.

|                        |                             |
|------------------------|-----------------------------|
| Endorsement Effective: | Countersigned By:           |
| Named Insured:         | (Authorized Representative) |

Name of Person or Organization:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: \_\_\_\_\_

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

#### NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.



Exhibit A  
(Scope of Work)

SCOPE OF WORK

Specific to this contract, Ninyo & Moore is capable and experienced in providing the needed testing and inspection services. Based on our review of the project documents we will provide the following scope of services.

Special Inspection and Materials Testing Services

- Observe subgrade preparation, placement of fill, and compaction.
- Observe soil chemical stabilization operations.
- Observe trench backfill, pavement subgrade, and permeable base.
- Transport soil samples from project jobsite to our laboratory for testing.
- Perform laboratory tests to evaluate the proctor density of subgrade, fill, and aggregate base for compaction testing.
- Perform laboratory tests to evaluate the reference density of asphalt concrete for compaction testing.
- Perform field density tests to evaluate compaction of subgrade, fill, aggregate base, and asphalt concrete.
- Prepare daily field reports describing the work observed and summarize the result of field tests performed.
- Perform reinforcing steel placement inspection to verify compliance with the approved project structural drawings for proper materials, number of bars, size, spacing, clearance, grade, splices, cleanliness, location, including ties, stirrups and bar supports.
- Sample and test of fresh concrete for including measure and recording slump, temperature, and batch times. One set of 4 cylinders will be cast for every 50 cubic yards of concrete placed or fraction thereof, per day.
- Perform laboratory testing to evaluate compressive strength of hardened concrete and non-shrink or high strength grout.
- Perform visual inspection during the installation of epoxy dowels and post installed anchors.
- Perform load testing of post-installed anchors (Pull & Torque Testing).
- Perform visual inspection during structural steel welding and bolting in the shop and field.
- Review welding procedures and welder's certifications submitted by the contractor prior to starting shop and field welding inspection.
- Prepare daily reports and test data sheets.
- Compilation, review, and distribution of progress reports with field and laboratory test data.
- Provide Final Affidavits at project closeout.

CONFIRMED; Scope assumes no import; would have to go to 'contingency' fees to address, if/when.  
- Jack Dybas, PW 6/2/16

CONFIRMED; Scope assumes City's Inspectors 'inspect' concrete (and asphalt) placement. - Jack Dybas, PW 6/2/16

CONFIRMED; cmu, concrete, grout, mortar inspections go to Verde and/or City's Inspectors; per specs. - Jack Dybas, PW 6/2/16

### Geotechnical Consulting Services

- Review project plans and specifications
- Review existing geotechnical report from Cleary Engineering
- Review of soils material submittals and respond to RFI's and changes in field conditions during construction.
- Perform observation of grading operation, soil stabilization, foundation preparation and drilled pier installations.
- Review daily field reports and compaction test results to evaluate conformance or non-compliance with the project documents and applicable codes.
- Prepare a geotechnical summary report documenting the observations made during earthwork operations, the results of the compaction testing, and conformance with the geotechnical requirements in the construction documents.

CONFIRMED; Scope assumes no import; would have to go to 'contingency' fees to address, if/when.  
- Jack Dybas, PW 6/2/16

### Storm Water Pollution Prevention Program Services

- A Quality Storm Water Pollution Plan Developer (QSD) at Ninyo & Moore will review the Storm Water Pollution Prevention Plan (SWPPP) to evaluate the risk level, erosion controls, and best management practices (BMPs) for the project. The SWPPP review will be useful in evaluating the SWPPP implementation scheduling for the project.
- A Post-Construction Storm Water Measures Completion Report will be prepared by a QSD and Professional Geologist (PG) subsequent to site construction activities. This report will discuss the methods utilized to reduce or eliminate pollutants discharged to the municipal separate storm sewer system that originate from post-construction runoff (including buildings, roads and parking lots) subsequent to project development.
- A review of the Site Management Plan (SMP) will be conducted by a PG to evaluate the site background information, including those potential areas of impact on site from previous site industrial activities. We understand that some site areas are within the boundaries of the Marsh Crust, therefore the Marsh Crust Ordinance will be consulted for any work conducted within Marsh Crust boundaries. We will also oversee contractor excavation, in-situ and/or stockpile sampling and dust and organic vapor monitoring activities as needed in compliance with the SMP, and prepare and implement a site specific Health and Safety Plan (signed by a Certified Industrial Hygienist). All SMP activities will be overseen by either a PG or PE.

CONFIRMED; C.3 review HAS BEEN removed from scope.  
- Jack Dybas, PW 6/2/16

### ASSUMPTIONS

- Our services will be scheduled and coordinated by the City representative or project's superintendent.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours. Weekend and overtime work has not been anticipated and has not been included in this proposal.
- Our services are subject to California prevailing wage law.



General Contracting and Construction Services

- Field Technician and special inspector rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Show up time will be charged as 2-hour minimum. Field personnel are charged portal to portal from our Oakland office.
- The City Project Inspector will perform inspection services including:
  - Placement of concrete. CONFIRMED; Scope to be assumed by City's inspector, Gene Hughes.  
- Jack Dybas, PW 6/2/16
  - Masonry placement inspection and testing, glulam beam inspection, shoring and waterproofing observation and testing services to be provided by others or not part of this project and are not included in the cost estimate.
  - Concrete and asphalt mix design review will be performed by the design professional. These services are not included in the cost estimate.
  - Services that are not included will be provided upon the client's written request.
  - Additional laboratory testing will be provided upon request and written approval, and will be billed at the rates listed on our current fee schedule.

1956 Webster Street, Suite 400 • Oakland, California 94612 • Phone (510) 343-3000 • Fax (510) 343-3001

San Diego • Irvine • Los Angeles • Rancho Cucamonga • Oakland • San Francisco • San Jose • Sacramento  
Las Vegas • Phoenix • Tucson • The Scott Valley • Flagstaff • Denver • Brookfield • Houston



**Nimyo & Moore**  
1986 • 2016  
YEARS  
OF SERVICE

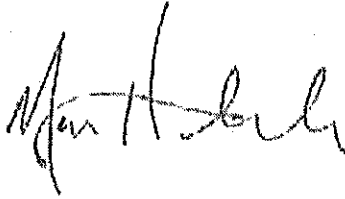


Exhibit A  
 (Fee  
 Breakdown)

June 1, 2016  
 Proposal No. F201600240192

| TABLE 1 - BREAKDOWN OF ESTIMATED FEE - ESQUARY PARK ATHLETIC FIELD COMPLEX RENOVATIONS |  |                          |    |           |
|--|--|--------------------------|----|-----------|
| TASK 1 - GEOTECHNICAL OBSERVATION AND COMPACTION TESTING                               |  |                          |    |           |
| Senior Site Engineer   | Observation for Foundation, Building Pad, Dirt Pockets   | 40 hours @ \$ 120 /hour  | \$ | 4,800     |
| Field Technician   | Subgrade Preparation   | 42 hours @ \$ 95 /hour   | \$ | 4,410     |
| Field Technician   | Soil Chemical Stabilization  | 36 hours @ \$ 85 /hour   | \$ | 3,060     |
| Field Technician   | Marsh Soils (Or Other Fills)   | 60 hours @ \$ 85 /hour   | \$ | 5,100     |
| Field Technician   | Pavement Subgrade / Base Materials   | 32 hours @ \$ 85 /hour   | \$ | 2,720     |
| Field Technician   | Permeable Base / Synthetic Turf Base   | 40 hours @ \$ 85 /hour   | \$ | 3,400     |
| Field Technician   | Hot Mix Asphalt Paving   | 16 hours @ \$ 85 /hour   | \$ | 1,360     |
| Field Technician   | Soil Sample Pick Up  | 12 hours @ \$ 85 /hour   | \$ | 1,020     |
| Subtotal   |  |                          |    | \$ 21,030 |
| TASK 2 - SPECIAL INSPECTIONS   |  |                          |    |           |
| Special Inspector  | Reinforcing Steel Placement Inspection   | 32 hours @ \$ 85 /hour   | \$ | 2,720     |
| Special Inspector  | Concrete Sampling of 1 set/150 CY  | 62 hours @ \$ 85 /hour   | \$ | 4,420     |
| Special Inspector  | Structural Steel Welding Inspection (Shop / Field)   | 23 hours @ \$ 85 /hour   | \$ | 2,510     |
| Special Inspector  | Post Installed Anchor / Dowel Placement Inspection   | 33 hours @ \$ 85 /hour   | \$ | 3,660     |
| Special Inspector with Equipment   | Load Testing of Post Installed Anchor - Pull/Torque Testing  | 18 hours @ \$ 85 /hour   | \$ | 1,530     |
| Field Technician   | Concrete Sample Pick Up  | 12 hours @ \$ 85 /hour   | \$ | 1,020     |
| Subtotal   |  |                          |    | \$ 16,860 |
| TASK 3 - LABORATORY TESTING  |  |                          |    |           |
| Compression Test, 6x12 Cylinder, C19   | 1 Set/4 Cylinders / 20 Yards   | 40 tests @ \$ 30 /test   | \$ | 1,200     |
| Precast Density, D1557, C593, C1216, 1110  | For Soil Compaction Testing  | 8 tests @ \$ 260 /test   | \$ | 2,080     |
| Humidity Shrink and Unit Weight, C136  | For Asphalt Compaction Testing   | 2 tests @ \$ 150 /test   | \$ | 300       |
| Subtotal   |  |                          |    | \$ 3,580  |
| TASK 4 - PROJECT MANAGEMENT  |  |                          |    |           |
| Concept & Asphalt Mix Design Review & Writing Procedures Review                        | Subtotal Review  | 6 hours @ \$ 120 /hour   | \$ | 720       |
| Principal Engineer/Geologist   | Consultation & Final Report Preparation  | 16 hours @ \$ 155 /hour  | \$ | 2,480     |
| Project Engineer/Geologist   | Submittal Review, Project Coordination & Report Review   | 32 hours @ \$ 133 /hour  | \$ | 4,256     |
| Administrative Assistant   | Data Compilation & Progress Report Preparation   | 24 hours @ \$ 85 /hour   | \$ | 2,040     |
| Subtotal   |  |                          |    | \$ 9,796  |
| TASK 5 - GEOTECHNICAL CONSULTING SERVICES  |  |                          |    |           |
| Principal Engineer/Geologist   | Geotechnical Plan & Specification Review, Consultation & Supplemental Recommendations, Pad Construction Letters and Erosion Summary Report | 32 hours @ \$ 155 /hour  | \$ | 4,960     |
| Project Engineer/Geologist   | Attend Meeting, Submittal Review, RFI Response, Data Compilation & Report Preparation  | 48 hours @ \$ 133 /hour  | \$ | 6,384     |
| Administrative Assistant   | Word Processing and Report Distribution  | 24 hours @ \$ 85 /hour   | \$ | 2,040     |
| Subtotal   |  |                          |    | \$ 13,384 |
| TASK 6 - STORM WATER POLLUTION PREVENTION PROGRAM SERVICES                             |  |                          |    |           |
| Principal Engineer/Geologist/Environmental Scientist                                   | CONFIRMED: This will also accommodate M&A acting as "Geotechnical Engineer of Record" for the project.<br>- Jack Dybas, PIV (06/16)        | 15 hours @ \$ 155 /hour  | \$ | 2,325     |
| Project Engineer/Geologist/Environmental Scientist                                     |  | 60 hours @ \$ 133 /hour  | \$ | 7,980     |
| Staff Environmental Scientist  |  | 125 hours @ \$ 110 /hour | \$ | 13,750    |
| CAD Technician   |  | 10 hours @ \$ 80 /hour   | \$ | 800       |
| Administrative Assistant   |  | 10 hours @ \$ 85 /hour   | \$ | 850       |
| Laboratory Costs   |  | 1 test @ \$ 7,000 /test  | \$ | 7,000     |
| Subtotal   |  |                          |    | \$ 32,705 |

| TABLE 1 - BREAKDOWN OF ESTIMATED FEE - ESTUARY PARK ATHLETIC FIELD COMPLEX RENOVATIONS |           |
|--|-----------|
| TOTAL ESTIMATED FEES FOR TESTING AND INSPECTION SERVICES                               | \$ 88,533 |



Mark Hahle, Principal-in-Charge/Contract Manager

June 1, 2016

Date

### SCHEDULE OF FEES

#### HOURLY CHARGES FOR PERSONNEL

|   |        |
|---|--------|
| Principal Engineer/Geologist/Environmental Scientist.....                             | \$ 165 |
| Senior Engineer/Geologist/Environmental Scientist.....                                | \$ 150 |
| Senior Project Engineer/Geologist/Environmental Scientist.....                        | \$ 140 |
| Project Engineer/Geologist/Environmental Scientist.....                               | \$ 133 |
| Senior Staff Engineer/Geologist/Environmental Scientist.....                          | \$ 120 |
| Staff Engineer/Geologist/Environmental Scientist.....                                 | \$ 110 |
| GIS Analyst.....  | \$ 105 |
| Field Operations Manager.....   | \$ 105 |
| Supervisory Technician.....   | \$ 100 |
| Nondestructive Examination Technician, UT, MT, LP.....                                | \$ 95  |
| Senior Field/Laboratory Technician/Inspector.....                                     | \$ 85  |
| Field/Laboratory Technician.....  | \$ 85  |
| Concrete/Asphalt Batch Plant Inspector.....   | \$ 85  |
| Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing)..... | \$ 85  |
| Technical Illustrator/CAD Operator.....   | \$ 80  |
| Information Specialist.....   | \$ 80  |
| Data Processing, Technical Editing, or Reproduction.....                              | \$ 65  |

#### OTHER CHARGES

|   |                |
|---|----------------|
| Concrete Coring Equipment (includes one technician).....                                      | \$ 145 /hr     |
| PID/FID Usage.....  | \$ 120 /day    |
| Anchor load test equipment (includes technician).....   | \$ 89 /hr      |
| Hand Auger Equipment.....   | \$ 55 /day     |
| Inclinometer Usage.....   | \$ 32 /hr      |
| Vapor Emission Kits.....  | \$ 30 /kit     |
| Level D Personal Protective Equipment (per person per day).....                               | \$ 25 /p/d     |
| Rebar Locator (Pachometer).....   | \$ 22 /hr      |
| Nuclear Density Gauge Usage.....  | \$ 12 /hr      |
| Field Vehicle Usage.....  | \$ 10 /hr      |
| Direct Project Expenses.....  | Cost plus 15 % |
| Laboratory testing, geophysical equipment, and other special equipment provided upon request. |                |

#### NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

#### INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

#### TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

### SCHEDULE OF FEES FOR LABORATORY TESTING

|   |          |
|---|----------|
| <b>Soils</b>  |          |
| Atterberg Limits, D 4318, CT 204  | \$ 160   |
| California Bearing Ratio (CBR), D 1883  | \$ 440   |
| Chloride and Sulfate Content, CT 417 & CT 422                                     | \$ 135   |
| Consolidation, D 2435, CT 219   | \$ 275   |
| Consolidation - Time Rate, D 2435, CT 219   | \$ 70    |
| Direct Shear - Remolded, D 3080   | \$ 290   |
| Direct Shear - Undisturbed, D 3080  | \$ 250   |
| Durability Index, CT 229  | \$ 150   |
| Expansion Index, D 4828, UBC 16-2   | \$ 240   |
| Expansion Potential (Method A), D 4546  | \$ 180   |
| Expansive Pressure (Method C), D 4546   | \$ 180   |
| Geofabric Tensile and Elongation Test, D 4632                                     | \$ 165   |
| Hydraulic Conductivity, D 5084  | \$ 300   |
| Hydrometer Analysis, D 422, CT 203  | \$ 190   |
| Moisture, Ash, & Organic Matter of Peat/Organic Soils                             | \$ 110   |
| Moisture Only, D 2216, CT 226   | \$ 30    |
| Moisture and Density, D 2937  | \$ 50    |
| Permeability, CH, D 2434, CT 220  | \$ 200   |
| pH and Resistivity, CT 843  | \$ 160   |
| Proctor Density D 1567, D 698, CT 215, & AASHTO T-180 (Rock corrections add \$80) | \$ 260   |
| R-value, D 2844, CT 301   | \$ 425   |
| Sand Equivalent, D 2419, CT 217   | \$ 110   |
| Sieve Analysis, D 422, CT 202   | \$ 110   |
| Sieve Analysis, 200 Wash, D 1140, CT 202  | \$ 90    |
| Specific Gravity, D 854   | \$ 200   |
| Triaxial Shear, C.D, D 4767, T 297  | \$ 390   |
| Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.                     | \$ 330   |
| Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.                   | \$ 190   |
| Triaxial Shear, U.U., D 2850  | \$ 140   |
| Unconfined Compression, D 2166, T 208   | \$ 100   |
| Wax Density, D 1188   | \$ 80    |
| <b>Concrete</b>   |          |
| Cement Analysis Chemical and Physical, C 109                                      | \$ 1,650 |
| Compression Tests, 6x12 Cylinder, C 39  | \$ 30    |
| Concrete Mix Design Review, Job Spec.   | \$ 140   |
| Concrete Mix Design, per Trial Batch, 6 cylinder, ACI                             | \$ 750   |
| Concrete Cores, Compression (excludes sampling), C 42                             | \$ 55    |
| Drying Shrinkage, C 157   | \$ 250   |
| Flexural Test, C 78   | \$ 100   |
| Flexural Test, C 293  | \$ 55    |
| Flexural Test, CT 523   | \$ 100   |
| Guniting/Shotcrete, Panels, 3 cut cores per panel and test, ACI                   | \$ 250   |
| Jobsite Testing Laboratory  | Quote    |
| Lightweight Concrete Fill, Compression, C 495                                     | \$ 55    |
| Petrographic Analysis, C 856  | \$ 1,100 |
| Splitting Tensile Strength, C 498   | \$ 80    |
| <b>Reinforcing and Structural Steel</b>   |          |
| Fireproofing Density Test, UBC 7-6  | \$ 70    |
| Hardness Test, Rockwell, A-370  | \$ 80    |
| High Strength Bolt, Nut & Washer Conformance, set, A-32                           | \$ 205   |
| Mechanically Spliced Reinforcing Tensile Test, ACI                                | \$ 95    |
| Pre-Stress Strand (7 wire), A 416   | \$ 140   |
| Chemical Analysis, A-36, A-615  | \$ 120   |
| Reinforcing Tensile or Bend up to No. 11, A 615 & A 706                           |          |
| No. 8 Rebar   | \$ 55    |
| No. 11 Rebar  | \$ 75    |
| No. 16 Rebar  | \$ 150   |
| Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370        | \$ 105   |
| Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI                           | \$ 80    |
| Tensile Test for Fiberwrap (ASTM D-3039)  | \$ 675   |
| <b>Asphalt Concrete</b>   |          |
| Asphalt Mix Design, Gaitrans  | \$ 2,200 |
| Asphalt Mix Design Review, Job Spec.  | \$ 150   |
| Extraction, % Asphalt, including Gradation, D 2172, CT 310                        | \$ 215   |
| Film Stripping, CT 302  | \$ 100   |
| Hveem Stability and Unit Weight CTM or ASTM, CT 366                               | \$ 198   |
| Marshall Stability, Flow and Unit Weight, T-245                                   | \$ 215   |
| Maximum Theoretical Unit Weight, D 2041   | \$ 120   |
| Swell, CT 305   | \$ 165   |
| Unit Weight sample or core, D 2726, CT 308  | \$ 90    |
| SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)                     | \$ 5,200 |
| SuperPave, Gyration Unit Wt., T 312   | \$ 75    |
| SuperPave, Hamburg Wheel, 20,000 passes, T 324                                    | \$ 1,000 |
| <b>Aggregates</b>   |          |
| Absorption, Coarse, C 127   | \$ 35    |
| Absorption, Fine, C 128   | \$ 35    |
| Clay Lumps and Friable Particles, C 142   | \$ 100   |
| Cleanliness Value, CT 227   | \$ 160   |
| Crushed Particles, CT 205   | \$ 140   |
| Durability, Coarse, CT 229  | \$ 165   |
| Durability, Fine, CT 229  | \$ 165   |
| Los Angeles Abrasion, C 131 or C 535  | \$ 180   |
| Mortar making properties of fine aggregate, C 87                                  | \$ 275   |
| Organic Impurities, C 40  | \$ 65    |
| Potential Reactivity of Aggregate (Chemical Method), C 269                        | \$ 380   |
| Sand Equivalent, CT 217   | \$ 90    |
| Sieve Analysis, Coarse Aggregate, C 136   | \$ 125   |
| Sieve Analysis, Fine Aggregate (including wash), C 136                            | \$ 125   |
| Sodium Sulfate Soundness (per size fraction), C 88                                | \$ 160   |
| Specific Gravity, Coarse, C 127   | \$ 75    |
| Specific Gravity, Fine, C 128   | \$ 110   |

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/08/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090 Mandy Guo

CONTACT NAME: Doris A. Chambers

PHONE (A/C, No, Ext): 510 465-3090

FAX (A/C, No): 510 452-2193

E-MAIL ADDRESS: dchambers@dealeyrenton.com

## INSURER(S) AFFORDING COVERAGE

## NAIC #

INSURER A: Travelers Property Casualty Co

25674

INSURER B: American Automobile Ins. Co.

21849

INSURER C: Evanston Insurance Company

35378

INSURER D:

INSURER E:

INSURER F:

## INSURED

Ninyo & Moore Geotechnical &  
Environmental Sciences Consultants  
1956 Webster Street, Suite 400  
Oakland, CA 94612

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY   | X         | X        | 6308986R247   | 10/03/2015              | 10/03/2016              | EACH OCCURRENCE \$1,000,000  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000                                  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           |          |               |                         |                         | MED EXP (Any one person) \$10,000  |
|          | <input checked="" type="checkbox"/> Contractual   |           |          |               |                         |                         | PERSONAL & ADV INJURY \$1,000,000  |
|          | <input checked="" type="checkbox"/> OCP   |           |          |               |                         |                         | GENERAL AGGREGATE \$2,000,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$2,000,000   |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | \$   |
| A        | AUTOMOBILE LIABILITY  | X         | X        | 8108986R247   | 10/03/2015              | 10/03/2016              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000  |
|          | <input checked="" type="checkbox"/> ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          | <input type="checkbox"/> SCHEDULED AUTOS  |           |          |               |                         |                         | \$   |
|          | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB   | X         | X        | CUP8986R247   | 10/03/2015              | 10/03/2016              | EACH OCCURRENCE \$9,000,000  |
|          | <input type="checkbox"/> EXCESS LIAB  |           |          |               |                         |                         | AGGREGATE \$9,000,000  |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | \$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |           | X        | WZP81032192   | 05/01/2016              | 05/01/2017              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N       | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$1,000,000   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$1,000,000   |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$1,000,000  |
| C        | Professional Liab & Contractor's Pollution Liab.  |           |          | MAX7PL0001977 | 10/03/2015              | 04/03/2017              | \$5,000,000 per Claim<br>\$5,000,000 Annl Aggr.  |

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

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

PROJECT: Estuary Park Site Improvements/PO8OAK02-00192

DESCRIPTION: Special Inspections/ Materials Testing Services

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of Alameda, its City Council, boards and (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda  
Public Works Department  
Attn: Jack Dybas  
950 West Mall Square  
Alameda, CA 94501-7558

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

*[Signature]*

## DESCRIPTIONS (Continued from Page 1)

commissions, officers, and employees. Insurance is primary per policy form. Commercial General Liability Insurance is primary and non-contributory per policy form wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than non-payment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non-payment of premium, 10 days written notice will be sent to the above.

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

## BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

**CITY OF ALAMEDA**

Risk Management

Date 6-13-16  
Signature [Signature]  
Lucretia Akil, City Risk Manager

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



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

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS 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" 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.

|   |   |
|---|---|
| Endorsement effective<br>10/03/2015           |   |
| Named Insured<br>Ninyo & Moore Geotechnical & | Countersigned by <i>Michael C.</i><br>(Authorized Representative) |

### SCHEDULE

**Name of Person(s) or Organization(s):**

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT: City of Alameda, its City Council, boards and commissions, officers, and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**CITY OF ALAMEDA**  
Risk Management  
*[Signature]* Date **6-13-16**  
Lucretia Akil, City Risk Manager

Insured: Ninyo & Moore Geotechnical &

Policy Number: WZP81032192

Effective Date: 05/01/2016

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

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

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

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

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

**SCHEDULE**

**Person or Organization**

**Job Description**


PERSON(S) OR ORGANIZATION(S), CONT: City of Alameda, its City Council, boards and commissions, officers, and employees

City of Alameda

Public Works Department

Attn: Jack Dybas

950 West Mall Square

**CITY OF ALAMEDA**  
Risk Management  
Date 6-13-16  
  
Lucretia Akil, City Risk Manager

Countersigned by



Authorized Representative

Form WC 04 03 06  
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date: