

**SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_ day of June, 2020, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and **SCHAAF & WHEELER**, a California corporation, whose address is **870 MARKET STREET, SUITE 1278, SAN FRANCISCO, CALIFORNIA 94102**, (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: Preparation of Engineering Documents for the Upgrade of the City of Alameda Sewer Pump Stations, Group 5, No. P.W. 12-19-61. On March 12, 2020 the City issued a Request for Proposal and reached out to the Consultant’s on the City’s bidders list, the builder’s exchanges and posted the Request for Proposal on the City’s website. The proposal due date was April 16, 2020. One firm submitted a proposal.
- C. Provider is trained, experienced and competent to perform the services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for Preparation of Engineering Documents for the Upgrade of the City of Alameda Sewer Pump Stations, Phase 5, No. P.W. 12-19-61, upon the terms and conditions herein.

**AGREEMENT**

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

**1. TERM:**

The term of this Agreement shall commence on the \_\_\_ day of June 2020, and shall terminate on the \_\_\_ day of June 2021, 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:**

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 B and incorporated herein by this reference, and are to be taken from various funds, as budgeted for the particular project or task. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City from CIP 96004.

a. Total compensation for work is \$494,902, with a ten percent contingency in the amount of \$49,490 for a total not to exceed of \$544,392. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

Provider and 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 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, physical disability (including HIV and AIDS), mental disability, medical condition (ex. 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. Provider agrees that any violation 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.

c. 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, and volunteers as additional insured shall be submitted with the insurance certificates.

LC  
Provider Initials

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. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

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

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

or

Combined Single Limit:       \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

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  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501  
Attention: Shilpa Patel Assistant Engineer  
Ph: (510) 747-7930 / Fax: (510) 769-6030  
Email: [spatel@alamedaca.gov](mailto:spatel@alamedaca.gov)

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

Schaaf & Wheeler  
870 Market Street, Suite 1278  
San Francisco, CA 94102  
ATTENTION: Ben Shick  
Ph: (707) 528-4848  
Email: [bshick@swsv.com](mailto:bshick@swsv.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

Schaaf & Wheeler

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.

**26. 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.

**27. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**28. CONTROLLING AGREEMENT:**

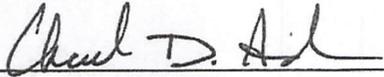
In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

*Signatures on next page*

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

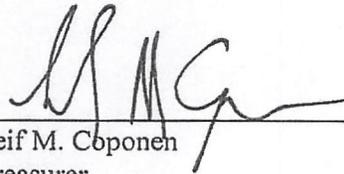
SCHAAF & WHEELER, CONSULTING  
CIVIL ENGINEERS  
A California corporation

CITY OF ALAMEDA  
A Municipal Corporation



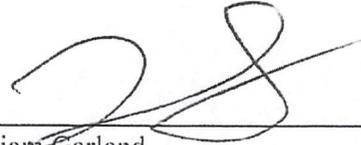
Charles D. Anderson  
President

\_\_\_\_\_  
Eric J. Levitt  
City Manager



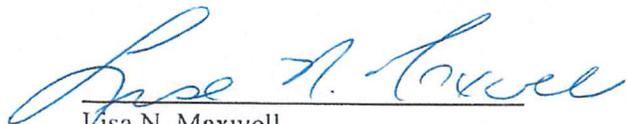
Leif M. Coponen  
Treasurer

RECOMMENDED FOR APPROVAL



\_\_\_\_\_  
Liam Garland  
Public Works Director

APPROVED AS TO FORM:  
City Attorney



\_\_\_\_\_  
Lisa N. Maxwell  
Assistant City Attorney



## E. Project Schedule

ID	Task Name	Duration	Start	Finish	Calendar
1	<b>Project Kickoff</b>	0 days	Wed 7/1/20	Wed 7/1/20	7/1
2	<b>Task 1. Project Management</b>	415 days	Wed 7/1/20	Tue 2/1/22	
3	<b>Task 2. Preliminary Design</b>	40 days	Wed 7/1/20	Tue 8/25/20	
4	Topographic surveying and basemapping	20 days	Wed 7/1/20	Tue 7/28/20	
5	Geotechnical investigations and report	40 days	Wed 7/1/20	Tue 8/25/20	
6	Pump Station Evaluations and Preliminary Design	20 days	Wed 7/1/20	Tue 7/28/20	Preliminary Design Memo
7	Submit Preliminary Design Memorandum	0 days	Tue 7/28/20	Tue 7/28/20	7/28
8	City Review Preliminary Design Memorandum	2 wks	Wed 7/29/20	Tue 8/11/20	
9	<b>Task 3. 60% Design</b>	25 days	Wed 8/12/20	Tue 9/15/20	60% Design
10	Submit 60% Design Documents	0 days	Tue 9/15/20	Tue 9/15/20	9/15
11	City Review 60% Design	2 wks	Wed 9/16/20	Tue 9/29/20	
12	<b>Task 4. 90% Design</b>	30 days	Wed 9/30/20	Tue 11/10/20	90% Desi
13	Submit 90% Design Documents	0 days	Tue 11/10/20	Tue 11/10/20	11/10
14	City Review 90% Design	2 wks	Wed 11/11/20	Tue 11/24/20	
15	<b>Task 5. 100% Design</b>	20 days	Wed 11/25/20	Tue 12/22/20	
16	Submit 100% Design Documents	0 days	Tue 12/22/20	Tue 12/22/20	
17	City Review 100% Design	2 wks	Wed 12/23/20	Tue 1/5/21	
18	<b>Task 6. Bid Documents</b>	15 days	Wed 1/6/21	Tue 1/26/21	
19	Submit Final Bid Documents	0 days	Tue 1/26/21	Tue 1/26/21	
20	<b>Task 7. Bid and Construction Support</b>	10 mons	Wed 1/27/21	Tue 11/2/21	



### Task 6- Bid Documents

Schaaf & Wheeler will prepare Bid documents for the selected rehabilitation options, including Plans, Specifications, and Cost Estimates. Design will incorporate comments received as part of the 100% submittal though no significant comments are expected.

*Deliverables: The bid document deliverable will include one (1) full size set of wet signed plans, specifications, and estimate.*

### Task 7 – Bid & Construction Support

Schaaf & Wheeler will provide the following bid and construction support services. It is assumed that the improvements at all 5 pump stations will be designed as one set of bid documents and that he improvements will be constructed under one construction contract.

- Attend Pre-Bid Meeting.
- Prepare Addendum – Prepare addendum to construction documents as necessary during the bid process.
- Attend Pre-Construction Meeting.
- Site visits during construction (up to 3 included in this scope of services).
- Issue letters of clarification and contract addenda as required.
- Issue supplemental project drawings as necessary.
- Review contractor Submittals
- Respond to City or Contractor initiated Requests for Information (RFIs).
- Perform final walk-through and prepare a punch list of items to be corrected by the Contractor (assumes a total of 1 visit to Alameda).
- Prepare and submit record drawings based on information kept by the contractor. This scope includes one full size set (24"x36") of plans on velum, and an electronic copy in PDF format. Additional hard copies can be provided for an additional cost.

### Optional Task A – Tideway Force Main Design

Design of the replacement of the Tideway Force Main has been included as an optional task. This task includes the following, if deemed necessary or if desired by the City:

- Surveying, utility investigations, and basemapping along the force main route
- Development of detailed design for the force main replacement at the 60%, 90%, 100% and bid document level.

### Optional Task B – Willow Pump Station Rehabilitation Design

If it is not feasible or economical to eliminate the Willow Pump Station with a gravity main, this optional task can be provided to design the rehabilitation of the Willow Pump Station. This task includes the additional efforts required to design the pump station improvements, including electrical engineering.

### Optional Task C – Eighth/Portola Pump Station, Convert Existing Structure to Detention Facility

If desired and deemed to be beneficial, Schaaf & Wheeler will provide additional design services to convert the existing Eighth/Portola Pump Station structure into a detention facility. This optional task includes combining the existing drywell/wetwell into one large structure, evaluating the increased weight for settlement concerns, eliminating internal walls and platforms as deemed structurally feasible, rehabilitating existing concrete and replacing the top slabs and access hatches.



### **Task 2.3- Geotechnical Investigations and Report**

Schaaf & Wheeler's subconsultant, Cornerstone Earth Group, will perform geotechnical investigations, laboratory testing, engineering analysis, and will prepare a geotechnical report for the proposed improvements. This scope of services includes the following:

- Three exploratory borings, Eighth-Portola, Eighth/Taylor, and Tideway Pump Stations to a depth of approximately 35 to 40 feet.
- Encroachment permit, traffic control, utility clearance, drilling permits, and disposal of drill spoils. It is assumed that permits from the City of Alameda will be no-fee permits. It is assumed that the City will provide a location to temporarily store the drill spoils (in 55 gallon drums) during testing. It is also assumed that the soil is non-hazardous and can be properly disposed of at a Class III landfill. If the soil is determined to be hazardous additional testing and/or disposal fees will be required.
- Laboratory testing for in-situ moisture/density, grain size distribution, Atterberg limits, compressive strength, one-dimensional consolidation, and soil corrosion
- Engineering analysis and recommendations for the proposed pump station and force main improvements.
- Geotechnical report preparation
- Review preliminary plans and specifications for conformance with the recommendations.

*Deliverables: Draft and final geotechnical report.*

### **Task 3 - 60% Design**

Schaaf & Wheeler will prepare 60% design documents for the pump station improvements identified through the preliminary design efforts. The 60% design submittal will include Plans, Specifications, and Cost Estimates.

*Deliverables: 60% deliverable will include three (3) full size set of plans and electronic files of the plans, specifications, and estimate.*

### **Task 4 - 90% Design**

Schaaf & Wheeler will prepare 90% design documents for the selected pump station and force main improvements. The 90% design submittal will include Plans, Specifications, and Cost Estimates. The design will incorporate comments received as part of the 60% submittal.

*Deliverables: 90% deliverable will include three (3) full size set of plans and electronic files of the plans, specifications, and estimate.*

### **Task 5- 100% Design**

Schaaf & Wheeler will prepare 100% design documents for the selected pump station and force main improvements. The submittal will include Plans, Specifications, and Cost Estimates. The design will incorporate comments received as part of the 90% submittal.

It is assumed that the 100% design documents will be submitted to the City's Building Department for review and comment prior to finalizing the bid documents. Schaaf & Wheeler will assist the City and provide coordination throughout the plan review process.

*Deliverables: 100% deliverable will include three (3) full size set of plans and electronic files of the plans, specifications, and estimate.*



## Project Scope

The detailed scope of services for the design elements listed above is included herein.

### Task 1 – Project Management

This task includes project management including project updates, subconsultant coordination, project planning, reporting, and attendance at up to 4 meetings (each design submittal), and other items associated with overall project management.

### Task 2 – Preliminary Design

Schaaf & Wheeler will perform preliminary design services for the five pump stations.

- Review existing available data and reports.
- Site visits with City staff to review and discuss existing conditions and desired improvements.
- Evaluate the feasibility and associated construction costs for the following design elements. The evaluation will include preliminary design, providing alternatives (where applicable), coordinating with the City and developing preliminary estimates of probable construction costs.
  - Evaluate force mains and identify the need for replacement. See the assumptions in the force main approach section above.
  - Evaluate the feasibility of eliminating the Willow pump Station and installing a new, deeper gravity sewer main from the Willow Pump Station to the Willow-Whitehall Pump Station.
  - Evaluate the possibility of relocating the Eight/Portola Pump Station.
  - Evaluate the possibility of installing a new wetwell within the parking lane at the Eighth/Taylor Pump Station.
  - Evaluate access improvements for the Dublin Pump Station.
- Prepare preliminary pump station layouts, cross sections, and document the proposed improvements.
- Meet with the City to discuss and review the pump station improvements and alternatives
- Prepare and submit a preliminary design memorandum outlining the proposed pump station design elements and associated costs.

#### **Task 2.1- Topographic Surveying, Utility Investigations, and Basemapping**

Schaaf & Wheeler's surveying subconsultant, Kier & Wright, will perform topographic surveying, utility investigations, and basemapping for the following locations:

- Willow Pump Station – Detailed topographic surveying between the Willow Pump Station and the Willow-Whitehall Pump Station for installing a new gravity sewer main to eliminate the Willow Pump Station
- Eighth-Portola Pump Station – Detailed topographic surveying surrounding the proposed new pump station location, including the route of the new gravity sewer and force mains.

Surveying for the Tideway force main has been included as an optional task below.

#### **Task 2.2- Easement Assistance, Title Reports, and Plat & Legals**

Schaaf & Wheeler will assist the City with procuring new pump station easements at the Dublin and Eighth/Portola Pump Stations. Assistance will include preparation of figures, pump station data, and coordination during the procurement process. Schaaf & Wheeler's surveying subconsultant, Kier & Wright, will prepare plat and legal descriptions for new easements. Kier & Wright will obtain current title reports for the existing properties where the easements are proposed.



- Convert the pump station to a rail-mounted submersible pump station. The existing wetwell/drywell will either be combined into a wetwell structure with a new top slab with access hatches or a new precast concrete wetwell will be placed within the existing drywell and the existing wetwell will be converted into a flow through structure.
- Re-use existing control panel and generator.
- The existing force main will be evaluated, replacement of the force main has been included as an optional task.

**Force Main Evaluation** – The force main for each pump station will be evaluated based on age, material, size, and flow rate/velocity. Below is a summary of the existing conditions and assumed improvements for each force main. The assumptions and associated scope can be adjusted as deemed necessary.

Pump Station	PWWF (gpm)	FM Size (inches)	FM Velocity at PWWF (feet/second)	FM Material	FM Install Date	Assumed Improvements
Dublin	243	6	2.8	PVC	1985	Existing force main to remain
Willow	125	4	3.2	PVC	1984	Pump station and force main will be eliminated and abandoned
Eighth/Portola	1104	8	7.1	Cast Iron	1954	New force main will be installed with new relocated pump station
Eighth/Taylor	285	4	7.3	Cast Iron	1954	Force main will be replaced
Tideway	540*	8	3.4	Class 150 ACP	1964	Force main replacement is recommended, replacement has been included as an optional task.

\* Includes flow rate from Cola Ballena (combined force main).

As indicated in the force main table, it is assumed that the design will include replacing the force mains at the Eighth/Portola and the Eighth/Taylor pump stations. It is also recommended to replace the Tideway force main due to the age and material (asbestos cement pipe); however, the force main is approximately 800 feet long and the replacement cost will be significant. Therefore, the scope to replace the Tideway force main has been included as an optional task within the scope below.

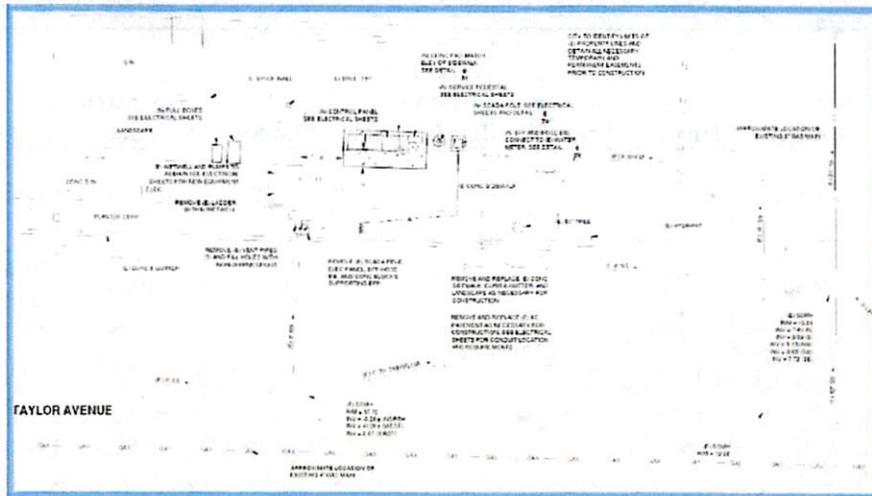


- Evaluate the use of the existing pump station structure as a detention facility. The design of modifying the existing structure is included as an optional task. The optional task includes combining the existing drywell/wetwell into one large structure, evaluating the increased weight for settlement concerns, eliminating internal walls and platforms as deemed structurally feasible, and replacing the top slabs and access hatches.

**Eighth/Taylor Pump Station** – Schaaf & Wheeler performed preliminary design services in 2014 for the Eighth/Taylor Pump Station as part of the 90% design documents for the Group 3 Pump Station Upgrades. Subsequently the pump station was removed from the project. Schaaf & Wheeler has topographic surveys of the site and preliminary pump station layouts and details for rehabilitating the pump station.

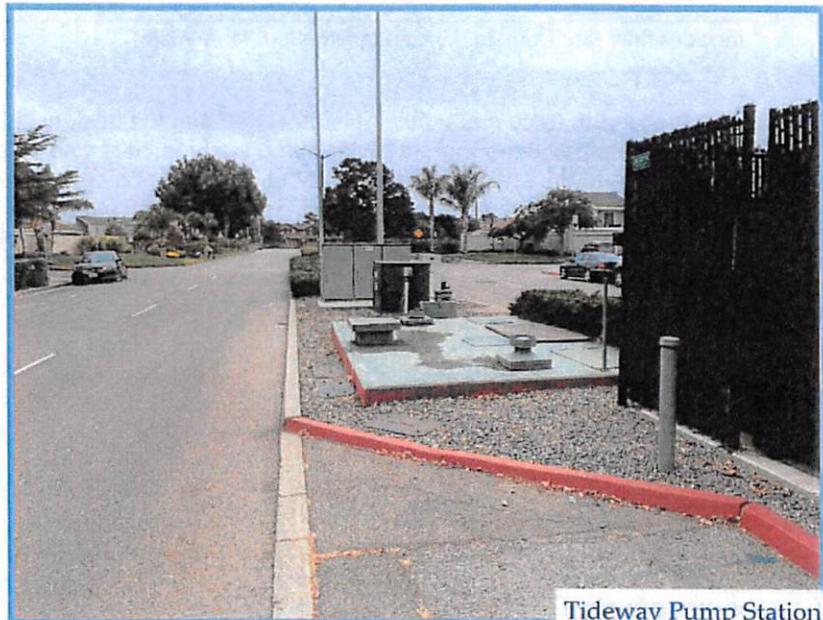
This scope of services assumes that the following elements will be included in the design of the Eighth/ Taylor Pump Station:

- New wetwell within the parking lane of Taylor Avenue
- New control panel, service pedestal and SCADA pole
- New force main extending to the discharge manhole



Eighth/Taylor Pump Station – Previous Draft Design

**Tideway Pump Station** – Schaaf & Wheeler designed the pump station upgrades for the Tideway Pump Station in 2011, as part of that work the pump station site was surveyed and all major pump station equipment was replaced. A new generator was also installed at the site. At the time, the desired improvements included addressing reliability and safety improvements and the pump station remained a drywell/wetwell configuration. The pump station improvements for the Phase 5 project include converting the pump station to a rail-mounted submersible pump station. The scope of work assumes the following design elements:



Tideway Pump Station



economical. Schaaf & Wheeler has previously performed geotechnical investigations at the Willow-Whitehall Pump Station that will be utilized for the design of the improvements.



Willow Pump Station: Wet Well

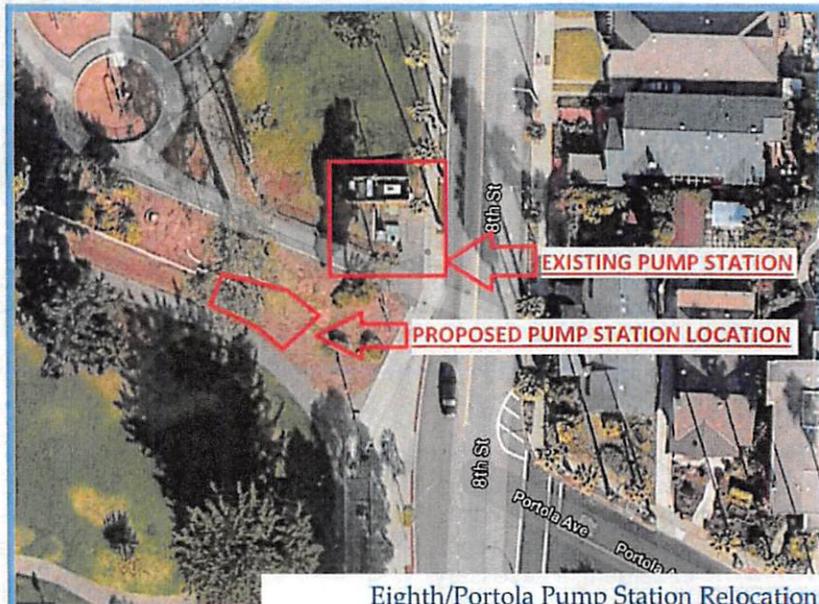


Willow-Whitehall Pump Station

#### **Eighth/Portola Pump Station –**

Schaaf & Wheeler designed the rehabilitation of the existing Eighth/Portola Pump Station in 2013 as part of the Group 1 Pump Station Improvement Project. At the time, the desired improvements included addressing reliability and safety improvements and the pump station remained a drywell/wetwell configuration.

The City would like to relocate the pump station and create a new rail-mounted submersible pump station. The scope of services included herein assumes that the following design elements will be included in the project:



Eighth/Portola Pump Station Relocation

- Evaluate the feasibility and associated costs of relocating the pump station to lower Washington Park
- Design the improvements to install a new rail-mounted submersible pump station in lower Washington Park
  - Consider keeping existing generator in the current location and relocating the control panel to be closer to the pump station
  - Evaluate the potential of converting the existing pumps to rail-mounted submersible pumps (or replace if desired or if deemed not to be feasible).
  - Design new gravity main and force main to accommodate the new pump station location.



- b. Project Constraints: Budget, schedule, physical site constraints, utility constraints and conflicts;
- c. Project Expectations: Deliverables, project management/staffing, schedule.

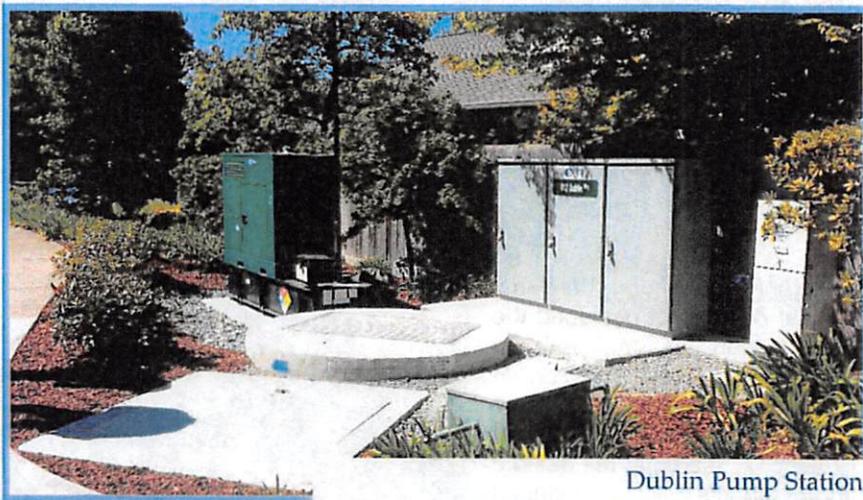
**QA/QC Process and Constructability Review** – Schaaf & Wheeler will perform an internal QA/QC review of each progress submittal prior to submission to the City. QA/QC staff will review all design documents and work with the project design team to identify and correct potential issues and conflicts.

### **Technical Approach for Each Pump Station:**

Below is a summary of our understanding of the desired improvements at each pump station along with assumptions for the scope of services included herein.

#### **Dublin Pump Station** –

Schaaf & Wheeler designed the original pump station upgrades for the Dublin Pump Station in 2011, as part of that work the pump station site was surveyed and all major pump station equipment was replaced. Schaaf & Wheeler also assisted the City with obtaining a new easement for the pump station generator. The existing pump station is set back from the roadway within a landscaped area on Dublin Way. The



Dublin Pump Station:  
Set Back within a Landscaped Area

The City's O&M staff would like access to the pump station to be improved while maintaining the existing aesthetic nature of the area. This scope of services assumes that the following improvements will be designed to improve access to the pump station such that a boom truck can access the site to pull the pumps from the wetwell.

- New driveway (incorporated into the sidewalk layout)
- Design will include landscaping improvements/replacement as necessary to maintain existing aesthetics surrounding the pump station
- Prepare plat and legal description for a new easement and assist the City with procuring a new easement, if necessary.

**Willow Pump Station** – As part of the Group 2 Pump Station Improvement design in 2015, Schaaf & Wheeler surveyed the roadway and sewer infrastructure between the Willow and Willow-Whitehall Pump Stations to evaluate the feasibility of eliminating the Willow Pump Station and installing a new, deeper gravity sewer main that flows to the Willow-Whitehall pump station. The Willow-Whitehall Pump Station was designed with a lower inlet to accommodate a new deeper gravity sewer main from the Willow Pump Station, and a pipe was stubbed out of the new manhole adjacent to the Willow-Whitehall Pump Station for future connection. Based on previous evaluations it appears feasible to eliminate the Willow Pump Station. This scope of services assumes that the design will include elimination of the existing pump station and design of a new deeper gravity sewer main within Willow Street. An optional task has been included to design the rehabilitation of the Willow Pump Station, if the elimination is determined to not be feasible or



## D. Scope of Work

### Project Approach

Schaaf & Wheeler provided previous assessments and design at all five of the pump stations included in the Group 5 Pump Station Upgrade Project; therefore, we have a thorough understanding of the existing pump stations and desired up grades. Our proposed project approach and scope of work is included herein.

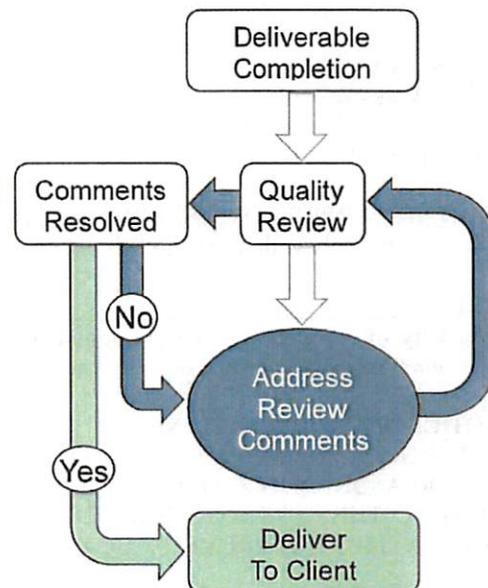
### Project Management Approach:

Efficient and effective project management will be a key factor in completing the project on time. Schaaf & Wheeler's project management approach is described below.

1. Develop a team of qualified engineers with extensive experience with pump station rehabilitation/replacement design projects, and experience working with the City of Alameda:
  - a. Project Manager, Benjamin L. Shick, P.E., has been working for the City since 2008 and has successfully completed the design of 5 separate pump station improvement projects (32 pump stations).
  - b. Charles D. Anderson, PE – Principal in-Charge will ensure the completion of contractual and procedural obligations.
  - c. Curran L. Price, PE will be the lead design engineer for Schaaf & Wheeler. Curran is NASSCO PACP and MACP certified and has extensive experience working on the City of Alameda's pump station improvement projects since 2015.
  - d. Subconsultants have been included on the team for surveying/basemapping, geotechnical investigations, electrical engineering, and structural engineering. A utility potholing contractor will be utilized if deemed necessary based on field conditions. The proposed subconsultants have worked with Schaaf & Wheeler on numerous recent pump station improvement projects.
2. Outline critical tasks and phases of work that will impact the schedule (data needs, surveying/basemapping, geotechnical investigations).
3. Pull in expertise and workforce as needed (in-house and subconsultants)
4. Develop detailed and robust construction documents that accurately reflect existing site conditions.
5. Maintain close coordination with City during design, bid, and construction support.

**Kickoff Meeting** – Schaaf & Wheeler will facilitate a project kickoff meeting with the City to discuss the project goals, scope, budget, and schedule. Schaaf & Wheeler firmly believes that engaging all stakeholders including management, engineering, and operations & maintenance early in the process is a great way to ensure all parties are informed and everyone is working towards the same goal. The following Key elements will be covered in the Project Kick-off Meeting:

- a. Project Goals: Engineering Requirements, O&M Requirements, City standards;



Schaaf & Wheeler's typical QAQC Process to Ensure Quality Deliverables



F. Proposed Fee

City of Alameda Sewer Pump Station Upgrades, Group 5 Fee Proposal		Principal Project Manager	Associate Engineer	Assistant Engineer	Schaaf & Wheeler Subtotal	MTH Engineers, Electrical	Kier & Wright, Surveying	Geotechnical Subconsultant Cornerstone Earth Group	Biggs Cardosa Associates, Structural	Subconsultant Markup (10%)	Project Total
Task	Hourly Rate:	\$240	\$190	\$175							
<b>1</b>	<b>Project Management</b>	<b>56</b>	<b>16</b>	<b>-</b>	<b>\$16,480</b>	<b>\$1,520</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$152</b>	<b>\$18,152</b>
a.	Project Management & Coordination	40			\$9,600					\$0	\$9,600
b.	Meetings (4)	16	16		\$6,880	\$1,520				\$152	\$8,552
<b>2</b>	<b>Preliminary Design</b>	<b>62</b>	<b>40</b>	<b>112</b>	<b>\$42,080</b>	<b>\$3,550</b>	<b>\$28,500</b>	<b>\$38,000</b>	<b>\$0</b>	<b>\$7,005</b>	<b>\$119,135</b>
a.	Review Existing Data and Reports	2	8		\$2,000	\$950				\$95	\$3,045
b.	Site Visits	8	8		\$3,440	\$2,600				\$260	\$6,300
c.	Pump Station Evaluations	16	16	40	\$13,880					\$0	\$13,880
d.	Prepare Preliminary Pump Station Design	8	8	40	\$10,440					\$0	\$10,440
e.	Prepare Preliminary Design Memorandum	8		16	\$4,720					\$0	\$4,720
<b>2.1</b>	<b>Topographic Surveying, Utility Investigations, and Basemapping</b>	<b>4</b>			<b>\$960</b>					<b>\$0</b>	<b>\$960</b>
<b>2.2</b>	<b>Easement Assistance, Title Reports, and Plat &amp; Legals</b>	<b>8</b>		<b>16</b>	<b>\$4,720</b>		<b>\$28,500</b>			<b>\$2,850</b>	<b>\$36,070</b>
<b>2.3</b>	<b>Geotechnical Investigations and Report</b>	<b>8</b>			<b>\$1,920</b>			<b>\$38,000</b>		<b>\$3,800</b>	<b>\$43,720</b>
<b>3</b>	<b>60% Design</b>	<b>32</b>	<b>48</b>	<b>80</b>	<b>\$30,800</b>	<b>\$12,000</b>			<b>\$1,258</b>	<b>\$1,326</b>	<b>\$45,384</b>
<b>4</b>	<b>90% Design</b>	<b>48</b>	<b>60</b>	<b>96</b>	<b>\$39,720</b>	<b>\$16,000</b>		<b>\$1,300</b>	<b>\$27,678</b>	<b>\$4,498</b>	<b>\$89,196</b>
<b>5</b>	<b>100% Design</b>	<b>24</b>	<b>32</b>	<b>60</b>	<b>\$22,340</b>	<b>\$10,000</b>			<b>\$13,267</b>	<b>\$2,327</b>	<b>\$47,934</b>
<b>6</b>	<b>Bid Documents</b>	<b>12</b>	<b>24</b>	<b>40</b>	<b>\$14,440</b>	<b>\$5,205</b>			<b>\$3,725</b>	<b>\$893</b>	<b>\$24,263</b>
<b>7</b>	<b>Bid and Construction Support</b>	<b>60</b>	<b>-</b>	<b>84</b>	<b>\$29,100</b>	<b>\$15,490</b>	<b>\$0</b>	<b>\$2,400</b>	<b>\$11,672</b>	<b>\$2,956</b>	<b>\$61,618</b>
a.	Pre-Bid Meeting	4			\$960					\$0	\$960
b.	Prepare Addendum	2		4	\$1,180	\$380				\$38	\$1,598
c.	Pre-Construction Meeting	4			\$960					\$0	\$960
d.	Site Visits During Construction (up to 3)	12			\$2,880	\$760				\$76	\$3,716
e.	Letters of Clarification and Addenda	2		4	\$1,180					\$0	\$1,180
f.	Supplemental Project Drawings	2		4	\$1,180	\$1,520				\$152	\$2,852
g.	Review Submittals	16		40	\$10,840	\$6,360		\$2,400	\$5,198	\$1,396	\$26,194
h.	Respond to RFIs	8		12	\$4,020	\$1,140			\$5,048	\$619	\$10,827
i.	Final walk-through and punch list	8		8	\$3,320	\$2,280				\$228	\$5,828
j.	Record Drawings	2		12	\$2,580	\$3,050			\$1,426	\$448	\$7,504
<b>Total</b>		<b>294</b>	<b>220</b>	<b>472</b>	<b>\$194,960</b>	<b>\$63,765</b>	<b>\$28,500</b>	<b>\$41,700</b>	<b>\$57,600</b>	<b>\$19,157</b>	<b>\$405,682</b>
<b>A</b>	<b>Optional: Tideway Force Main Design</b>	<b>32</b>	<b>40</b>	<b>60</b>	<b>\$25,780</b>		<b>\$7,500</b>			<b>\$750</b>	<b>\$34,030</b>
<b>B</b>	<b>Optional: Willow Pump Station Rehabilitation Design</b>	<b>8</b>			<b>\$1,920</b>	<b>\$8,500</b>				<b>\$850</b>	<b>\$11,270</b>
<b>C</b>	<b>Optional: Eighth/Portola Pump Station, Convert Existing Structure to Detention</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>\$9,160</b>				<b>\$31,600</b>	<b>\$3,160</b>	<b>\$43,920</b>
<b>Total Optional Tasks</b>		<b>48</b>	<b>56</b>	<b>84</b>	<b>\$36,860</b>	<b>\$8,500</b>	<b>\$7,500</b>	<b>\$0</b>	<b>\$31,600</b>	<b>\$4,760</b>	<b>\$89,220</b>
<b>Total Base and Optional Tasks</b>		<b>342</b>	<b>276</b>	<b>556</b>	<b>\$231,820</b>	<b>\$72,265</b>	<b>\$36,000</b>	<b>\$41,700</b>	<b>\$89,200</b>	<b>\$23,917</b>	<b>\$494,902</b>



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - b. In connection with premises owned by or rented to you; or
  - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
  - b. This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**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 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

**Job Description**

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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

Endorsement Effective  
Insured

Schaaf & Wheeler, Consulting Civil I

Policy No. PSW0001278  
Insurance Company

RLI Insurance Company

Endorsement No.

This endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM

### A. Broad Form Named Insured

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

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

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

### B. Employees As Insureds

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

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

### C. Blanket Additional Insured

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

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

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

### D. Blanket Waiver Of Subrogation

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

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

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

### E. Employee Hired Autos

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

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

2. Changes In General Conditions:

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

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

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

### F. Fellow Employee Coverage

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

### G. Auto Loan Lease Gap Coverage

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

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

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

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

**H. Glass Repair – Waiver Of Deductible**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

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

**I. Personal Effects Coverage**

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

**c. Personal Effects Coverage**

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

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

No deductible applies to Personal Effects Coverage.

**J. Hired Auto Physical Damage Coverage**

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

**d. Hired Auto Physical Damage Coverage**

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

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
  - (a) \$60,000
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
  - (a) Any "auto" that is hired, rented or borrowed with a driver; or
  - (b) Any "auto" that is hired, rented or borrowed from your "employee".

**K. Hired Auto Physical Damage – Loss Of Use**

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

- e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:
  - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
  - (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

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

**L. Hired Car – Worldwide Coverage**

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

**f. Hired Car – Worldwide Coverage**

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

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

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

## M. Temporary Transportation Expenses

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

### a. Transportation Expenses

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

## N. Amended Bodily Injury Definition – Mental Anguish

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

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

## O. Airbag Coverage

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

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

## P. Amended Insured Contract Definition – Railroad Easement

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

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

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

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

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

**R. Notice Of And Knowledge Of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss,** subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

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

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

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

**S. Unintentional Errors Or Omissions**

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

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

**T. Towing Coverage**

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

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

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**