

**MASTER SERVICE AGREEMENT FOR ON-CALL
MECHANICAL ENGINEERING CONSULTANT SERVICES**

This Master Service Agreement ("**Agreement**") is entered into this 2nd day of September, 2020 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS**, a California corporation, whose address is **1171 Homestead Rd., Suite 255, Santa Clara, CA 95050** (the "**Provider**"), in reference to the following facts and circumstances:

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: on-call mechanical engineering professional services. On April 23, 2020 City staff issued a Request for Proposal and after a submittal period of 21 days received 10 timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider is 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 on-call mechanical engineering professional services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall be five (5) years commencing on the 2nd day of September 2020, and shall terminate on the 30th day of June 2025 unless terminated earlier as set forth herein.

2. **COMPENSATION:**

a. **"Not to Exceed" Compensation.** The compensation payable to Provider for requested services identified in this Agreement shall not exceed \$100,000 per year (July 1 to June 30) for each of the five (5) years for a total not to exceed contract amount of \$500,000. City reserves the right to not request any services of Provider during the entire duration of this Agreement. Provider shall only be paid for services performed under this Agreement to the extent authorized by the written Task Order approved by the Public Works Director. The City does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when Provider's services are not utilized by City.

b. **Billing.** By the 7th day of each month, Provider shall submit to City an invoice for the total amount of work done during the previous month. The invoice shall identify the services performed, the charges for the services, the personnel who performed the services, the hours worked, hourly rates used, reimbursable expenses and the Public Work's Director's authorized representative, if any. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit "B." Provider shall provide monthly invoices no later than thirty (30) days after the end of each month. City shall have no obligation to pay Provider for services performed more than 90 days prior to the date the City receives the invoice for services. City shall make monthly payments to Provider for services which are performed in accordance with this Agreement and to the satisfaction of City. Extra work must be approved in writing by the Public Works Director prior to performance of work and shall be paid on a **"Time and Material"** basis, as set forth in Exhibit "B".

c. **Provider's Failure to Perform.** In the event Provider performs services which do not comply with the requirements of this Agreement, Provider shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Provider). If Provider's failure to perform in accordance to this Agreement causes damage to City, Provider shall reimburse City for the damaged incurred (which may be charged as an offset to Provider's payment).

3. **SERVICES TO BE PERFORMED:**

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

b. At such time as services are needed by City from Provider, City will discuss with Provider the general parameters of the applicable scope of services. In response, Provider shall deliver to City, no later than ten (10) calendar days after the date of its discussion with City, a **"Preliminary Task Order,"** which shall include a scope of work

and cost of proposal for the services needed by City. Provider's proposal shall include a breakdown of estimated hours and a work schedule. No work shall be performed by Provider until the Preliminary Task Order is accepted in writing by City as evidenced by City's issuance to Provider of a final "Task Order." Consultant shall commence performance and complete all required services no later than the dates set forth in accordance with the approved, final Task Order.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by City. Provider shall submit all requests for extensions of time to City in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

5. STANDARD OF CARE:

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

6. AUTHORIZED REPRESENTATIVES:

a. **City's Authorized Representative.** For the performance of services under this Agreement, Provider shall take direction from the Public Works Director or the City Engineer, unless otherwise designed in writing by the Public Works Director or the City Manager.

b. **Provider's Representative.** Provider understands that, in entering into this Agreement, City has relied upon the representations set forth in Provider's proposal regarding the qualifications of Provider's representatives. Accordingly, Provider shall not utilize any personnel other than those identified in Exhibit "C" without the prior written consent of City. Refer to section 14 of this Agreement regarding sub-providers.

7. 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.

8. 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.

9. NON-DISCRIMINATION:

Consistent with 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.

10. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless 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, reckless or intentional 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, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. 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 as provided in California Civil Code Section 2782.8.

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

11. 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 authorized volunteers as additional insured shall be submitted with the insurance certificates.

RC

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 claim

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 workers' compensation and professional liability insurance. The naming of an additional insured

shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

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.

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee 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.

14. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to 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 Provider then analyzes and incorporates into its work product.

15. 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.

16. INFORMATION AND OWNERSHIP OF WORK PRODUCTS:

a. City has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional information is required, Provider shall promptly notify City and City will deliver to Provider all requested information in City's possession to the extent permitted by applicable law. Provider shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from City within seven (7) business days from the date of City's final Task Order.

b. All drawings, plans, reports, maps, specifications, calculations, documents and intellectual property developed, prepared or discovered by Provider (including its employees and sub-providers) in connection with this Agreement, whether complete or in progress (collectively "**work product**") are the property of City and shall be delivered to City at the completion of Provider's services or upon demand by City, whichever occurs first; provided that Provider may retain a copy of the work product.

c. City acknowledges that its use of the work product is for the purposes contemplated by the scope of work in this Agreement and each final Task Order and Provider makes no representation regarding the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

d. 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 the prior approval of the City Manager or his/her designee.

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

f. Provider shall correct, at no cost to City, any and all errors, omissions, or ambiguities in the work product submitted to City, provided City gives notice to Provider. If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

17. PROVIDER RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by 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. 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 five (5) 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 City for all reasonable costs and expenses associated with the supplemental examination or audit.

18. 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 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Robert Vance, Senior Engineer
Ph: (510) 747-7972 / Fax: (510) 769-6030
Email: rvance@alamedaca.gov

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

Schaaf & Wheeler
2200 Range Avenue, Suite. 201
Santa Rosa, CA 95403
ATTENTION: Benjamin L. Shick, PE
Ph: (707) 528-4848 / Fax: (707) 528-0248
Email: bshick@swwsv.com

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

City of Alameda
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501
ATTENTION: Maria Sanchez, Executive Assistant
Ph: (510) 747-7930 / Email: msanchez@alamedaca.gov

19. SAFETY:

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

b. Provider will immediately notify City within twenty-four (24) hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to 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.

20. 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 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 20.c. shall survive the expiration or early termination of this Agreement.

21. ATTORNEYS' 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's office 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 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.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed

by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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.

26. 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.

27. 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.

28. 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.

29. CONTROLLING AGREEMENT:

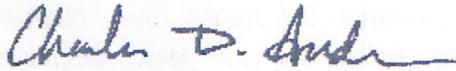
In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms

and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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

SCHAAF & WHEELER
CONSULTING CIVIL ENGINEERS
A California Corporation

CITY OF ALAMEDA
A Municipal Corporation



Charles D. Anderson
President

Eric J. Levitt
City Manager



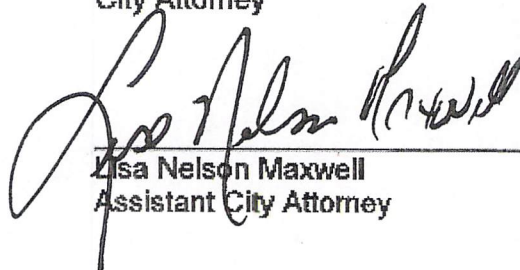
Benjamin L. Shick *CG8813*
Assistant Treasurer

RECOMMENDED FOR APPROVAL



Erin Smith
Interim Public Works Director

APPROVED AS TO FORM:
City Attorney



Lisa Nelson Maxwell
Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES
FOR
ON-CALL MECHANICAL ENGINEERING SERVICES

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide mechanical design and/or construction management services for repair and replacement of City infrastructure.
3. Provide in-house personnel or subconsultants for minor civil, structural, electrical, instrumentation and controls, asbestos and lead abatement, landscaping architecture, and LEED certification as needed to complete work.
4. Provide the full range of mechanical engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
5. During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFIs; draft change orders; and review pay estimates.

Typical projects may include:

1. Sewer, storm drain, and lagoon pump station upgrades or replacements
2. Motorized weirs on lagoons
3. HVAC renovations
4. Plumbing renovations



Billing Rates

Schaaf & Wheeler

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr	Classification	Rate/Hr
Principal Project Manager	\$250	Construction Manager	\$235
Senior Project Manager	\$235	Senior Resident Engineer	\$210
Senior Engineer	\$220	Senior Scientist	\$210
Associate Engineer	\$200	Associate Scientist	\$190
Assistant Engineer	\$185	Resident Engineer	\$190
Junior Engineer	\$175	Assistant Resident Engineer	\$175
Designer	\$165		
GIS Analyst	\$160		
Technician	\$160		
Engineering Trainee	\$130		

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at \$350 per hour. Court or deposition time as an expert witness is charged at \$450 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/20



**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS



885 The Alameda
San Jose, CA 95126-3133
Telephone: 408-298-5515
Facsimile: 408-298-9114

CHARGE RATE SCHEDULE

Principal	\$250.00 - \$310.00
Associate	\$228.00
Engineering Manager	\$200.00
Senior Engineer	\$178.00
Project Engineer	\$164.00
Staff Engineer	\$150.00
Assistant Engineer	\$138.00
Junior Engineer	\$126.00
Senior Computer Drafter	\$144.00
Computer Drafter	\$126.00
Junior Computer Drafter	\$114.00
BIM/Visualization Specialist	\$144.00
Project Administrator	\$160.00
Project Coordinator	\$133.00
Secretarial Services	\$104.00
Construction Manager	\$240.00
Senior Structural Representative	\$208.00
Structural Representative	\$187.00
Assistant Structures Representative	\$150.00
Senior Bridge Inspector	\$187.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	\$0.32/ sq. ft.
Plots	\$1.60/ sq. ft.
Mylar Plots	\$3.20/ sq. ft.

Charge Rates Applicable October 1, 2019 thru September 30, 2021



Prevailing Wage Hourly Fee Rates and Equipment Charges

Through December 31, 2021

Administrative Assistant	\$95
Construction Services Administrator	\$130
Technical Illustrator/CAD Operator	\$145
Engineering Technician	\$175
Supervisory Technician	\$175
Staff Engineer or Geologist	\$175
Senior Supervisory Technician	\$185
Senior Staff Engineer or Geologist	\$185
Project Engineer or Geologist	\$200
Principal Construction Services	\$200
Senior Project Engineer or Geologist	\$225
Principal Engineer or Geologist	\$250
Senior Principal Engineer or Geologist	\$275

Charges for personnel will be made in accordance with the above rates. For field engineers, geologists and technicians, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Equipment		Geotechnical Laboratory Tests	
		Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Vehicle	\$17 per hour		
Nuclear Density Gauge	\$10 per test		
55-Gallon Drum	\$95 per drum		
GPS Unit	\$30 per day		
Hand Auger Equipment	\$45 per day		
Power Auger	\$100 per day		
PDR-1000 Dust Meter (3)	\$300 per day, \$1000 per week, \$3500 per		
PID ppmv or PID ppbv	\$125 per day, \$550 per week, \$1750 per month		
Air Pump	\$75 per day, \$350 per week, \$1000 per month		
Weather Station	\$75 per day, \$350 per week, \$1000 per month		
Benkelman Beam	\$150 per day, \$700 per week, \$2500 per month		
Double Ring Infiltrometer	\$100 per day		
Dynamic Cone	\$100 per day		
Differential Pressure Gauge	\$45 per day		
Air Flow Sensors Pressure	\$45 per day		
Control Testing Depth	\$250 per day		
Sounder	\$40 per day		
Liner and Two Caps	\$10 each		
Core N One Sampler	\$45 each triplicate sample		
Core N One Handle	\$50 each		
Modeling Software	\$25 per hour		
Plotter	\$5 per plot		
		Compaction Curve	\$310 each
		Compaction Check Point	\$155 each
		Plasticity Index	\$220 each
		Sieve/Hydrometer	\$220 each
		Moisture Content	\$6 each
		Moisture/Density	\$25 each
		#200 Wash	\$50 each
		Sieve < 1/4 inch Liner (small)	\$115 each
		Sieve > 1/4 inch Bucket (Large)	\$200 each
		Lime Stability	\$330 each
		Consolidation	\$400 each

Direct Expenses: Reimbursement for the direct expenses listed below incurred in connection with the Work will be billed at cost plus 18 percent.

- 1) Drillers, utility locators, laboratories, contractors, hygienists, and consultants
- 2) Rented vehicles, public transportation, tolls, and air flights
- 3) Permits and special fees, insurances and licenses required to perform Work
- 4) Computer programs and rented field equipment
- 5) Large volume copying of project documents
- 6) Maps, photographs, and environmental databases
- 7) Overnight or same day delivery charges
- 8) Copying or production of over-sized figures and plans

If personnel are assigned to a project 100 miles or more from an office, \$125 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at \$100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded.

Payment: Payment for Work completed is due upon receipt of Cornerstone's statement. Fixed fee or lump sum services will be billed for the agreed fixed fee. A service charge of 1.5 percent per month will be charged on accounts not paid within 30 days.

Prevailing Wage: Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws.



MTH Engineers, Inc.

SCHEDULE OF CHARGES EFFECTIVE THROUGH DECEMBER 2021

PERSONNEL CHARGES

Category	Description	Billing Rate/Hr.
I	Principal Engineer	\$195
II	Supervising Engineer	\$180
III	Senior Engineer	\$160
IV	Engineer	\$150
V	Designer	\$140
VI	CAD Drafting	\$134
VII	Clerical/Technical Support	\$72

The above billing rates are based on personnel salaries, overhead mark-up and profit.

REIMBURSABLE EXPENSES

Expenses for outside special consultants, reproduction, postage and handling, communications, transportation and out-of-town living expenses incurred in the interest of the project will be billed at invoice cost, plus 10% handling charge.

SCHEDULE OF PAYMENT

Invoices are payable within 30 days. A late payment charge, computed at the annual rate of five (5) percent above the Federal Discount Rate, will be billed on any invoiced balance due commencing thirty (30) days after the invoice date.



Hourly Rate Schedule

Effective March 1, 2020 through February 28, 2021

Principal	\$ 261.00 / Hour
Principal Engineer	\$ 237.00 / Hour
Senior Engineer	\$ 206.00 / Hour
Project Engineer	\$ 192.00 / Hour
Engineer II	\$ 160.00 / Hour
Engineer I	\$ 133.00 / Hour
Senior Surveyor	\$ 213.00 / Hour
Project Surveyor	\$ 190.00 / Hour
Survey Coordinator	\$ 182.00 / Hour
Surveyor II	\$ 153.00 / Hour
Surveyor I	\$ 131.00 / Hour
Engineering Tech II	\$ 173.00 / Hour
Engineering Tech I	\$ 156.00 / Hour
Senior Draftsman	\$ 133.00 / Hour
Draftsman II	\$ 110.00 / Hour
Draftsman I	\$ 100.00 / Hour
Survey Tech	\$ 102.00 / Hour
1-Man Survey Crew	\$ 185.00 / Hour
2-Man Survey Crew	\$ 301.00 / Hour
3-Man Survey Crew	\$ 381.00 / Hour
Testimony (Trial or Deposition)	\$ 509.00 / Hour
Project Coordinator	\$ 109.00 / Hour
Engineering Coordinator	\$ 95.00 / Hour
Engineering / Survey Intern	\$ 55.00 / Hour
3D Laser Scanning Crew	\$ 371.00 / Hour

All blueprinting and reproduction will be billed at cost plus 10%.

Time spent for preparation for testimony will be billed in accordance with the above hourly rates.



LANDSCAPE ARCHITECTS, INC.

Effective through December 2020

PROFESSIONAL SERVICES

Principal Landscape Architect	\$223.00/Hour
Associate Principal	\$214.00/Hour
Associate Senior Landscape Architect	\$208.00/Hour
Senior Project Manager	\$206.00/Hour
Project Manager II	\$192.00/Hour
Project Manager I	\$173.00/Hour
Job Captain/Landscape Architect II	\$148.00/Hour
Landscape Architect I	\$139.00/Hour
Landscape Designer III	\$138.00/Hour
Landscape Designer II/AutoCAD Technician	\$134.00/Hour
Landscape Designer I	\$129.00/Hour
Staff Clerical/Administrative	\$104.00/Hour

REIMBURSABLE EXPENSES

Subconsultants

Direct Billing x 1.10

In-House Office Services: As listed below x 1.10

Plotting:

Color Bond	\$4.55/sf
Black & White Bond	\$2.90/sf
Vellum	\$4.20/sf
Mylar	\$9.50/sf
Color Laser Prints:	
8.5 x 11	\$.50/each
11 x 17	\$.85/each

Transparencies:

Color	\$3.00/each
Black and White	\$2.00/each

Blueprints:

24 x 36	\$2.00/each
30 x 42	\$2.50/each

Black & White Laser Prints:

8.5 x 11	\$.10/each
11 x 17	\$.15/each
CD Media:	
CDR	\$5.00/each

Outside Reimbursable Expenses:

Reproduction, photography, shipping and postage,
miscellaneous expenses

Direct Cost x 1.10

Travel:

Mileage
Other travel expenses

Current IRS Rate
Direct Cost x 1.10

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 and volunteers 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:
AUTO

COMMERCIAL

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)

SCHEDULE

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



SCHA&WH-01

SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2020

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

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

PRODUCER License # 0E67768

IOA Insurance Services
3875 Hopyard Road
Suite 200
Pleasanton, CA 94588

CONTACT NAME: Michelle Costa

PHONE (A/C, No, Ext): (925) 660-3508 50028

FAX (A/C, No): (925) 416-7869

E-MAIL ADDRESS: Michelle.Costa@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : RLI Insurance Company

13056

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Schaaf & Wheeler, Consulting Civil Engineers
1171 Homestead Road, Suite 255
Santa Clara, CA 95050

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PSB0001578	6/6/2020	6/6/2021	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			PSA0002442	6/6/2020	6/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR		PSE0001370	6/6/2020	6/6/2021	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0001278	12/11/2019	12/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> 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
A	Professional Liab.			RDP0040071	6/6/2020	6/6/2021	Per Claim \$ 5,000,000
A	Professional Liab.			RDP0040071	6/6/2020	6/6/2021	Aggregate \$ 5,000,000

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

RE: On-Call Mechanical Engineering Services

All operations of the Named Insured, including the aforementioned project.

General Liability: City of Alameda, its City Council, boards, commissions, officials, employees and authorized volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.

Hired & Non-Owned Auto Liability includes Blanket Additional Insured and Blanket Waiver of Subrogation.

Workers' Compensation: Waiver of Subrogation is in favor of City of Alameda, its City Council, boards, commissions, officials, employees and authorized volunteers, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® 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:

- In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- 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:

- 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.
- This insurance does not apply to the rendering of or failure to render any "professional services".
- 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:

- The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- 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

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 contract" 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.

