

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 9th day of October, 2018, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and SCS ENGINEERS an S Corporation, whose address is 7041 KOLL CENTER PARKWAY, SUITE 135, PLEASANTON, CALIFORNIA 94566 (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: Zero Waste technical assistance for City of Alameda commercial, multifamily, and industrial waste sectors. City staff issued a request for proposals on July 26, 2018. After a submittal period of 27 days, City staff received 3 timely submitted qualifications, interviewed all 3 proposers, and selected SCS Engineers as the qualified provider that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services that will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for engineering, planning and outreach services for transportation complete street projects, upon the terms and conditions herein.

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

1. **TERM:**

The term of this Agreement shall commence on the 9th day of October 2018, and shall terminate on the 30th day of September 2019, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

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

3. **COMPENSATION TO PROVIDER:**

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

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b. The total compensation for the work under this Agreement is not to exceed \$299,978.

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

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

5. **STANDARD OF CARE:**

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

6. **INDEPENDENT PARTIES:**

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

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

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

8. **NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Provider's negligent act or

omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited 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.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
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(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 upon payment therefore.

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 West Mall Square, Room 110
Alameda, CA 94501-7575
ATTENTION: Liz Acord, Public Works Coordinator
Ph: (510) 747-7900

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

SCS Enginners
704 Koll Center Parkway, Suite 135
Pleasanton, CA 94566
Tracie Bills, Northern California Director Sustainable Materials Management
Ph: (925) 426-0297

18. SAFETY:

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

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the

performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days or such longer time as agreed by the parties 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 during performance of the work.

22. CONFLICT OF LAW:

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

23. WAIVER:

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

24. INTEGRATED CONTRACT:

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

25. CAPTIONS:

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

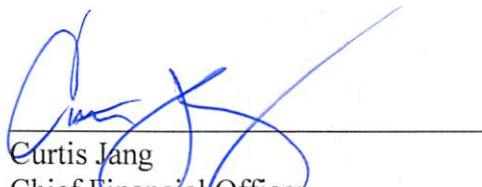
Signatures on next page

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

SCS ENGINEERS
A S Corporation


Michelle Leonard
Vice President

CITY OF ALAMEDA
A Municipal Corporation


David L. Rudat
Interim City Manager
Curtis Jang
Chief Financial Officer

RECOMMENDED FOR APPROVAL


Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney


Janet Kern
City Attorney

Attachment A: Proposed Scope of Work

Objectives:

The selected firms or individuals will, with the guidance of City staff, be required to deliver technical assistance services to numerous businesses, institutions, and multi-family properties in Alameda for waste reduction assistance.

The contract would be for a one year (12 month) period with an estimated start date of October 1, 2018.

Proposals shall include a detailed estimate of total hours conducting technical assistance and related tasks as described below.

The selected consultant(s) will be required to conduct the following tasks on an ongoing basis or as otherwise noted below:

Tasks:

1. Identify the largest landfill waste generators in the commercial, multi-family and industrial sectors as targets for technical assistance. The top 50 waste generators should be the primary focus for technical assistance efforts;
2. Reach out to businesses, multi-family properties and industrial account holders. Efficiencies may be gained by having primarily one or two team members make the majority of the initial contacts.
3. Perform on-site waste reduction assessments at targeted accounts to assess the level of recyclables and organics (such as food scraps, compostable paper, and plant debris) in garbage, and identify opportunities to reduce target materials from the landfill stream, including: recyclable paper/cardboard, food and beverage containers, food waste, and other organic materials. Assess contamination of recycling and organics collection containers, and identify opportunities for improving proper waste sorting;
4. Provide information for securing recycling equipment, such as recycling totes for multi-family residents and/or indoor recycling and food scrap containers for businesses;
5. Prepare brief waste reduction assessment reports (based on report templates approved by the City) and recommend service level changes including cost implications, if appropriate for sites visited;
6. Create a plan for follow-up with target waste generators to ensure multiple opportunities are provided for waste reduction program implementation assistance. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.
7. Provide waste reduction program implementation assistance via phone, email, and in person. This may include, but is not limited to, strategically placing indoor

8. containers and appropriate signage, advising on source reduction strategies, recommending front of house and back of house waste management changes, and communications regarding solid waste service adjustments;
9. Conduct employee and/or janitor presentations/trainings for target account recycling and organics programs (sometimes done in coordination with local haulers and/or City staff);
10. Work with franchised commercial hauler, Alameda County Industries (ACI), to accurately convey which materials are accepted in each solid waste stream. As needed, assist waste generators with finding local markets for less common, potentially recoverable materials when allowable outside of ACI's franchise agreement (AlamedaRecycles.org, "RecycleWhere" at www.StopWaste.Org/recycle is an available resource, or exploring the need to have the City permit specialty recycling haulers for specified commercial recyclables);
11. Provide support materials such as signage for recycling and composting programs (e.g., posters and stickers), compostable food service ware purchasing information, other educational materials. Refer waste generators to additional helpful publications and resources including StopWaste grant opportunities (such as the Free Indoor Food Scrap Bin Program); Work with StopWaste, CASA, ACI, City staff, and/or other business community stakeholders (Technical Assistance Team) to identify waste prevention opportunities and coordinate technical assistance efforts;
12. Facilitate Team meetings or conference calls (monthly progress reports submitted to the City's project manager and 4 quarterly team meetings; and
13. Track activities and results, including information on waste generators contacted or assisted, contamination rates in generator waste streams, stage of waste reduction implementation, and progress towards meeting the above objectives.
14. Provide measurement focused reporting to the City to demonstrate outcomes e.g., diversion from landfill, increased use of recycling/compost, and/or material reduction efforts, and/or reduction of target materials.

Deliverables:

At a minimum, deliverables for this project shall include:

1. Initial kick-off meeting with City staff to discuss program scope, deliverables, and expectations;
2. Monthly progress reports of Technical Assistance activities;
3. Activity tracking and recommendations for businesses (tracked in the CRM);
4. Agendas for quarterly Team meetings to review progress and challenges;
5. Four (4) quarterly reports to City staff which shall include a list of customers contacted and/or visited, summary of outreach provided, and hours worked under relevant subcategories (multi-family, commercial), and results/outcome of scope tasks performed;
6. One (1) Annual Report (may be submitted in Microsoft PowerPoint or Word); and

7. Other work products that the City deems necessary to measure progress and success of the project not limited to interim findings, training outlines, waste reduction assessment reports or diversion progress reports.

Contractor must provide a method to determine a measurable success rate and follow up plan for all accounts, and a plan for multiple points of contact and outreach if earlier attempts do not work. This plan will be a crucial detail of this proposal, as previous methods have not been effective.

Minimum Selection Criteria:

- G. Demonstrated ability to identify recycling, composting and/or waste prevention opportunities for businesses and multi-family properties;
- H. Significant experience assisting businesses and multi-family properties with starting and/or improving on-site diversion programs;
- I. Demonstrated ability to work collaboratively with garbage haulers and recyclers to setup and maintain diversion programs;
- J. Experience providing training to employees or janitorial service contractors who are or who will be responsible for implementing an organization's diversion programs;
- K. Experience working in a service environment that is framed by municipal franchise agreements that include commercial recycling and organics collection services; and
- L. Location in Greater Bay Area – it is preferred that key personnel employed by firms or individuals responding to this RFP be located in the Greater Bay Area.

4 SCOPE OF WORK, PROJECT SCHEDULE AND BUDGET

SCOPE OF WORK

Task 1: Develop Target List

SCS will develop a target list from the 780 businesses, 610 multi-family properties, and 140 industrial accounts in Alameda, according to which are the largest landfill waste generators in each sector. From this prioritized list, SCS will select the top 50 waste generators to perform waste reduction technical assistance.

In developing this target list, SCS will request a list from ACI that incorporates the business name, address, contact information, service levels, and total waste volume. From this list, SCS will confirm which accounts are the top 50, and discuss with both ACI and the City to confirm which should be placed and prioritized on the target list.

Development of the target list will take into account that StopWaste, ACI and other stakeholders provide technical assistance and outreach efforts for the waste generators. To optimize outreach efficiencies and avoid unnecessary labor expense and client frustration, careful management of site visits from the target list will be necessary. It is recommended that the target list be provided to StopWaste, ACI and any stakeholders who provide technical assistance and outreach efforts so they understand our team will be assisting those waste generators.

If a Notice of Violation and non-compliance order comes into effect for any of the waste generators on the target list, SCS would like to be notified that StopWaste technical assistance staff will be visiting the property. It is understood that SCS will not enforce local ordinances. However, communication to understand what is happening at the business and who has visited is important.

Similarly, SCS will notify StopWaste (MRO) or the City (Disposable Food Ware Ordinance) if there are non-compliance issues, and will request their assistance as the enforcement agency, to help facilitate compliance. Collaborating with other agencies involved with technical assistance in Alameda, will help to streamline the system, and alleviate confusion, while providing high-level technical assistance with the goal of achieving compliance for every business.

Deliverables

- Final target list approved by the City

Task 2: Schedule Site Visits

SCS will contact the 50 businesses, multi-family properties and industrial account holders identified on the target list to schedule a site visit, using customer data provided by ACI and the City. Our primary objective will be to identify the owner or manager and secure an in-person appointment. SCS will attempt to contact each waste generator via telephone on two separate occasions. If no response is received within two weeks, SCS will visit the business and attempt to meet with a decision maker and conduct the assessment. The phone conversation will explain the free waste reduction technical assistance offered, the City's Zero Waste goal, the purpose for the meeting, and schedule an appointment with the decision maker to perform a site visit.

SCS will have one primary person make the initial phone calls to schedule these meetings. Should a waste generator require a different language, our Project Team includes recycling experts fluent in

English, Spanish, and Mandarin. Therefore, we anticipate success scheduling visits with property owners or managers whose decision-makers do not speak English as their first language.

Any waste generator that does not cooperate with a site visit will be reported to the City, along with the reasons (if known) for their unwillingness to meet with us and/or participate in the program. If this were to happen, SCS will talk with City staff to identify the best way to move forward with the business and provide the technical assistance necessary to reach the project goals.

Task 3: Perform Site Visits

SCS will perform a site visit with one or more key decision makers (usually the owner or manager/supervisor in charge of building operations) at each business, multi-family property or institution. The goal of each assessment will be to obtain approval for implementing or enhancing waste reduction efforts to increase diversion.

Prior to the site visit, SCS staff will review business information such as service levels, number of employees and outreach history. In some instances, SCS staff may visit the property the day prior to waste collection service in order to verify trash, recycling and organics container sizes and the fill levels of each. Staff will bring any relevant outreach materials, as outlined in Task 4.

During an initial site visit, the SCS Team will begin by meeting with property managers to outline the current business operations related to solid waste management, procurement and the employee training process. Where recycling programs are already in place, SCS will ask for information relevant to participation rates, and how the location is communicating with employees and/or tenants about the program. SCS staff will ask owners to identify additional customer service needs or any other special features that may be a priority.

Next, SCS staff will conduct a tour of the facility's waste set outs (kitchens, cafeterias, break rooms, assembly rooms, trash rooms and exterior waste enclosures). For restaurants, this will consist of conducting a walkthrough with the manager or owner of the front-of-house (FOH) waste collection, back-of-house (BOH) waste collection, and outside garbage and recycling bins. Staff will perform on-site visual characterization and observations of waste container contents.

Staff will assess the following:

- Confirm if waste generator is compliant with the MRO. Identify opportunities to increase recycling of paper, cardboard, and beverage containers.
- Identify organic material in the garbage (such as food scraps, compostable paper, and plant debris). Note any waste generators that have an opportunity to donate edible food.
- Identify opportunities to increase recycling of paper, cardboard, and beverage containers.
- Confirm compliance with Disposable Food Ware Ordinance. Staff will point out how much space in garbage containers is occupied by single-use disposables, note the account, and report this information to City staff for additional assistance.
- Assess contamination of recycling and organics collection containers, and identify opportunities for improving proper waste sorting.

- If needed, staff will request to perform a more detailed waste container sort using weights and photographs. In some cases, this can be a useful tool for business owners to communicate with their stakeholders and increase buy-in.
- For industrial accounts that have large roll-off containers, SCS will assess the container contents and work closely with the hauler to determine appropriate service options.
- Note large volumes of material that can be recycled or reused. For example, opportunities to donate materials to Resource Area for Teachers (RAFT).
- Document any third party vendor information observed, including service provider name, container size, and type of materials collected.

After gaining an understanding of the existing operations, SCS and on-site staff will discuss the City's recycling and organics diversion goals to identify opportunities for program enhancements. We will invite the facility representatives to share what barriers and benefits they associate with participating in zero waste initiatives. Staff will identify opportunities to effectively and conveniently participate in the recycling and organics program, as well as discuss any infrastructure and education needs.

SCS staff will offer the following additional technical assistance services:

- Realistic diversion goal estimates
- Right-sizing and associated cost-savings projections
- Employee training sessions
- Multi-lingual support
- Bin and signage placement
- Customization of collateral
- Recommendations for Zero Waste Events
- Referrals to additional resources
- Enrollment in additional services (i.e. food donation, ReThink Disposable)

To conclude the initial site visit, SCS staff will schedule follow up appointments for additional technical services and provide the property owner or manager with a summary of the follow up plan.

Offsite, SCS staff will formalize the proposed service changes for approval by the property and confirm the proposed service changes with ACI from a service standpoint (i.e. container placement and enclosure access). Staff will notify the property and ACI, via email, of the schedule and next steps for implementing service changes. After the initial site visit has been performed, all information will be compiled into a Waste Reduction Assessment Report outlined in Task 5.

Task 4: Provide Outreach Information

SCS will confirm the availability of outreach materials for use on this project, including flyers, door-hangers, posters, stickers, multi-family recycling totes, compost pails, and interior recycling and organics containers. SCS will review all available outreach materials and offer suggestions for additional materials if necessary.

SCS recommends developing a letter, to be provided to the waste generator upon visiting, which explains the purpose of the waste reduction technical assistance. We find having information from the City provides a warmer acceptance to the assistance.

The most important part of this task is to provide this outreach material often, during the first site visit, and any follow up visits, to ensure the property and its employees or residents, receives continual confirmation of the expectations and necessities of the waste reduction program and zero waste goals.

Task 5: Prepare Waste Reduction Assessment Reports

After each site visit, SCS will prepare a Waste Reduction Assessment Report, outlining our findings from the facility walk-through with photo documentation and recommended service level changes and associated cost implications, if appropriate. SCS will send via email a copy of the report to the property manager or owner, highlighting the next steps and expectations for the property, including a timeframe and any additional site visits to keep the momentum moving.

SCS will review the current report template, and provide feedback on recommended changes, if needed. One of the options provided in this proposal is to utilize The Recyclist to create a user-friendly database. SCS staff would be able to input information from the site visit via an iPhone or iPad, and email a Waste Reduction Assessment Report without having to re-enter the information. This will save SCS staff significant time and provide a quick live response. The assessment form can include all of the data points currently used by the City, and more if necessary.

Deliverables

- Waste Reduction Assessment Report for each waste generator

Task 6: Create Follow-Up Plan

During the site visit, an implementation plan will be developed, along with a follow-up plan, which will outline the efforts and expectations of each waste generator. During the development of the follow up plan, SCS will ensure there are multiple opportunities provided for waste reduction program implementation assistance. Each targeted waste generator will receive follow-up visits as needed during the project. If the property received new organics or recycling containers, SCS will visit the property the day after the changes have been initiated to visually confirm delivery and collection of recycling or organics containers.

Additionally, SCS will assess if any additional outreach or training is needed, confirm participation in the program, assess the level of contamination, and speak with the business's decision maker(s) to see how their recycling or organics program is working for them overall. Any red flags or immediate needs will be discussed promptly with the City and/or ACI, as appropriate, to identify solutions.

As part of the follow-up visits, SCS will perform a second visual characterization to assess to what extent the property has increased recycling and/or organics services, to understand how the

containers are being utilized, to identify any problems that will need to be managed, and additional adjustments to the implementation and follow-up program. SCS will perform additional visual characterizations, if necessary, to assess the facilities progress.

SCS will plan for aggressive follow-up and verify, in person, that changes were made and the property is compliant with the MRO and Disposable Food Ware Ordinance. If the property has an MRO violation, we will refer the property over to StopWaste, and if there is a Disposable Food Ware Ordinance violation, SCS will provide the City with this information. SCS staff will focus on the positive approach to providing assistance and increasing diversion, and allow for the other agencies to provide the enforcement efforts.

Deliverables

- Updated CRM to identify number of follow-up visits performed
- Follow up visit work plan for each waste generator

Task 7: Waste Reduction Implementation Assistance

The best zero waste tactic to deploy is to reduce overall material generation at the source. There are so many ways to inspire a culture of reuse, reduce, repair, and refuse that lead to measurable and lasting change. The goal of zero waste is to reduce not only the landfill bin, but also the recycling and organics bins. The most sustainable practice for a business's bottom line and the planet is to not have to continually procure and haul the materials in the first place.

SCS will provide waste reduction program implementation assistance via phone, email, and in person. We will provide business-type appropriate assistance with the intent to enhance their waste reduction program. This may include but is not limited to, strategically placing indoor containers and appropriate signage, advising on source reduction strategies, recommending front of house and back of house waste management and operational changes, procuring more sustainable materials with a longer life-cycle, communication regarding solid waste service adjustments, and coordinating a "kick-off" event to launch the new waste reduction program.

We will coordinate the roll-out with the property owner and/or building operations manager, and confirm they have the necessary resources to successfully implement and participate in the program and maintain it over the long-term. We will assist the business by taking practical action to help them overcome obstacles to success (e.g., by coordinating a meeting with tenants of a building that share a waste disposal area to address uncooperative waste disposal practices). Each member of our Team will make a strong effort to convince each business we interact with that they are being fully supported by the City and ACI, and will ask the decision-maker(s) we meet with for their personal commitment to maintaining a successful waste reduction program.

SCS will also provide the following implementation services:

- Staff training in English, Spanish, or Mandarin, including bi-lingual training events.
- Delivery of outreach materials, such as signs and decals and connection to other local programs and resources that are available to support reduction/prevention.
- Assistance identifying internal containers, side caddies, and bags that may need to be purchased.

- Coordination with ACI to arrange service level changes and to update contact information.
- Standardized interior bin colors and pairing in office buildings.
- Outreach materials and emphasis on what the recycling and organics program accepts.
- Waste reduction efforts, such as answering questions on purchasing new products to reduce waste.

Task 8: Conduct Trainings

SCS will conduct employee and/or maintenance personnel presentations and trainings for targeted waste generators, which may at times be coordinated with ACI and City staff. Training and employee/resident engagement is critical to the success of the program. SCS will provide presentations or trainings, as needed, to assist with acceptance of the program, confirmation of what is expected, understanding of the different material types, opportunity to ask questions, acknowledgement that management is supportive of the program, and overall evaluation of participation efforts and enthusiasm. Rules will be discussed and the importance of compliance and participating will be reviewed for employees or residents to understand the impact their contributions will have on the program.

Task 9: Coordinate Marketability of Material

Confusion can occur with the type of material that is acceptable or not acceptable in a program. Therefore, it is important to understand, identify and clearly inform employees and residents what can and cannot be placed in the solid waste containers. SCS will discuss with ACI and City staff the materials that are acceptable in the solid waste containers, as well as what materials can be collected and transported by third party vendors. SCS staff will work closely with the local collection companies, and confirm what is allowable under the franchise agreement, so the rules are followed while providing assistance to all businesses, multi-family properties and institutions.

Additionally, through performing visual characterizations of each bin, SCS will identify what large volumes of material may be unique and be recycled or reused but not currently collected by ACI. If such materials are identified, the team will first work with the business to see if alternative more sustainable materials are available, and then assist waste generators with finding local markets for less common, potentially recoverable materials when allowable outside of ACI's franchise agreement. If a material is to be collected by a third party company, SCS will work with the City to understand if a City permit would be necessary for new specialty recycling haulers for specified commercial recyclables.

Deliverables

- Updates to City on materials collected by collection companies outside of the franchise agreement

Task 10: Provide Support Materials

SCS will confirm the outreach and other support materials the City would like to have available to the targeted waste generators. These materials could include signage for recycling and composting programs (e.g. posters and stickers), reusable and compostable food ware purchasing information, food donation options, reuse opportunities, and other educational materials.

Additionally, SCS will refer waste generators to other helpful publications and resources including StopWaste grant opportunities (such as the Free Indoor Food Scrap Bin Program), or other potential waste reduction program assistance (such as the ReThink Disposable certification program). SCS will work collaboratively with StopWaste, Community Action for Sustainable Alameda (CASA), ACI, City staff and other business community stakeholders to identify waste prevention and coordinate technical assistance efforts.

SCS will provide any other outreach materials and communications to businesses on the availability of the local recycling and organics program which is integral to improving awareness and participation.

Task 11: Facilitate Team Meetings

Brainstorming Session and Kick-Off Meeting

SCS will conduct a kick-off meeting with City staff to confirm the goals and objectives for the project and exchange contact information and communication protocols. Project tasks will be reviewed, expectations of resources needed from the City and ACI will be addressed, and a project timeline will be confirmed. We will also confirm the approach and level of technical assistance to be provided, and creation of a comprehensive, yet realistic, list of target accounts.

The kick-off meeting will also address any immediate concerns and priorities to ensure the project moves forward in a timely and efficiently prioritized fashion. Outcomes from this meeting will include the level of assistance desired from SCS, and the next steps for all project participants.

Participate in Additional Meetings

The SCS Project Manager will attend four quarterly team meetings and other meetings as necessary, by conference call or in-person, to provide open communication and streamlining of efforts. In these meetings, SCS will be prepared to review progress, fine-tune processes (if needed), and confirm next steps. Each month SCS will provide monthly progress reports that will be submitted to the City's project manager.

SCS will track and report progress against goals on a monthly basis and in accordance with Task 12. We will provide updates on the number and names of businesses assisted, businesses with changed service levels, and other metrics as determined during discussions with the City prior to project initiation.

SCS will coordinate one in-person end of year meeting to summarize our findings and suggestions for the project. SCS will also present a summary of findings and results at one City Council meeting, upon request.

Deliverables

- Kick-off meeting notes confirming timeline, expectations, final scope of work, resources needed, and next steps.

Task 12: Track Activities and Results

SCS will continue to ensure progress is measured with integrity and clarity, and is presented in a manner that makes it easy for City staff to report information to the City Council. In this regard, SCS will have three major responsibilities:

1. Maintain detailed records of waste prevention assistance provided to businesses by address and ACI account number. This responsibility includes documenting all service level changes, including increases in recycling and organics collection by tons per week, waste prevention efforts, as well as the number of businesses that added organics or recycling services.
2. Identify properties that are not in compliance with the County MRO, need assistance to comply with the Disposable Food Ware Ordinance, have possible food donation opportunities, have containers with extreme contamination, waste generators that require further training, outreach, interior bins, or other items that will help make the program more successful.
3. Provide case studies with specific data and results of generators that are leading the way and can be used as success stories for other businesses, institutions or multi-family properties in the City. There are a lot of great stories that should be told, and data used to quantify results on a generator-by-generator basis, which will bring the efforts performed to a local level for the City Council to appreciate.

SCS will track activities and results, including waste generators that have been contacted or assisted, including the stage of waste reduction implementation, and progress towards meeting the City's objectives of improving waste reduction activities to increase diversion. Hours will also be tracked to reflect the work performed under the commercial, multi-family or institutional waste generators.

Additionally, we would like to support a more qualitative approach by capturing interviews or stories that worked in the field, lessons learned, challenges overcome that can be a resource for future success in the City to sustain accomplishments.

SCS recommends further discussion on this task during the kick-off meeting, as well as discussion each quarter for possible changes to how this task is executed.

Deliverables

- Progress measurement methodology and results data – to facilitate monthly reports and quarterly reviews.
- Progress measurement methodology and results data – collated and summarized in our final report.
- Activity tracked and recommendations made for each property visited

Task 13: Prepare Reports

SCS will prepare quarterly memorandum that highlight measurement focused reporting to the City to demonstrate outcomes (e.g. diversion from landfill, increased use of recycling/compost, and/or material reduction efforts, and/or reduction of target materials).

A final report that summarizes project activities and results will be developed for City review and approval. This report will detail the data collected, the challenges presented, how the technical assistance efforts helped businesses overcome these challenges, the lessons learned, and our recommendations for further steps to optimize the success of the waste reduction technical assistance efforts.

The report will also detail the number of businesses visited, the number of service level changes, the number of trainings conducted, the amount of new recyclables and organics diverted, and any other data that will be useful to inform the City and other interested stakeholders of the process followed and the results produced to create a lasting model that can be adapted by the City and the hauler when engaging other generators that did not make the Top 50 list.

Deliverables

- One Draft Report with consolidated comments from the City.
- Final Report

Collaboration

SCS firmly believes in collaboration and the philosophy of selecting “the best available person for each job”. We routinely “team up” with other solid waste consultants, including our competitors, to strengthen the services we provide on specific projects. SCS’s Sustainable Materials Management (SMM) practice is vibrant and growing on both coasts. This would not be possible without knowing how to recruit industry experts to collaborate with us and how to manage projects collegially and effectively.

As part of this collaborative philosophy, SCS will prioritize establishing a close working relationship with all stakeholders, including the City, StopWaste, Community Action for a Sustainable Alameda (CASA) and ACI staff, as well as other individuals, such as interns and volunteer groups. We will work with the City to identify City staff from all departments that should be included in project communications. SCS will share the list of target businesses and project updates with designated City staff so that they know where we are working and with whom. This collaboration will facilitate a working relationship between City staff and SCS, and streamline compliance with a variety of environmental activities. For example, Marc Bautista works on the storm water program for the Public Works Department, but he also inspects restaurants and writes administrative citations. Due to the nature of his daily tasks, Marc may encounter commercial businesses and multi-family properties in need of recycling, organics, and source-reduction technical assistance. Working collaboratively, we will be able to share this type of field information and respond accordingly.

SCS has worked for, and in collaboration with, franchised and permitted solid waste collection companies on a variety of projects. SCS staff understands how to effectively communicate with route supervisors, outreach coordinators, office staff, and collection drivers to ensure we are providing cohesive customer service. The SCS team has worked closely with ACI, and is comfortable communicating with them on a regular basis. Two members of our team have worked on the StopWaste Technical Assistance project, and have worked with all of the franchised haulers in the County. Our designated Project Manager, Tracie Bills, attends the California Refuse and Recycling Council monthly meetings, and is in regular contact with many of these haulers.

PROPOSED MODIFICATIONS TO SCOPE AND OPTIONAL ELEMENTS

The Scope of Work provided by the City was comprehensive and self-explanatory. We have provided some suggested clarifications and improvements within Section 4.

In addition, SCS has developed “Optional” elements that could be added to the Scope of Work to improve efficiencies, add value to outreach efforts, and assist with waste reduction and diversion efforts. The following provides a description of our proposed optional elements. Please note these concepts are not included in the budget, but are placed here for further discussion and potential incorporation into the project.

1. Student Interns or Volunteers

SCS is willing to work collaboratively with interns or volunteers on the project. We are interested in establishing a volunteer and intern program that provides individuals with solid waste outreach experience the opportunity to work within the community to help engage their neighbors and businesses.

2. Grant Opportunities

The upcoming increase in the minimum wage will have serious impacts on the restaurant and retail industries. By 2023, the minimum wage in California will increase to \$15/hour, which represents a 143% increase over the next five years. This will drastically change the landscape of the retail and restaurant business in Alameda. Using Oakland as an example, many locally owned restaurants changed their business model so they no longer offer table service, opting for counter service only. In an effort to further reduce labor costs, many restaurants changed to single use disposable dishware to reduce the need for dishwashers. In the wake of the minimum wage hikes, restaurants and retailers will look hard at ways to cut staff hours and costs. The waste management model we present and promote to businesses must be extremely sensitive to the wage issue. If a task requires more effort and staff time, management will be less willing to support the program.

To combat the pending impacts from the increase in minimum wage, Alameda could offer incentives to minimize the cost of participating in the program. Such incentives could include a grant program to purchase reusable dishware (similar to the Rethink Disposable model), or allocating funds towards the purchase of a dishwasher for reusable dishware, or the purchase of internal recycling and composting bins.

3. Community Based Social Marketing Training and Pilot Project

Community-based social marketing (CBSM) is a best practice method to achieve lasting, quantifiable behavior change that meets market transformation goals. It offers a proven, research and metrics-based alternative to traditional education campaigns (McKenzie-Mohr, 1996; 1999; 2000; 2011). CBSM is based upon research in the social sciences that demonstrates that behavior change is often most effectively achieved through initiatives delivered at the community level that focus on removing barriers to an activity while simultaneously enhancing the activity's benefits.

CBSM brings together knowledge from the field of social marketing with a variety of behavior change "tools" drawn from social psychology, environmental psychology, and other social sciences. CBSM involves five steps:

1. Selecting which behaviors to target.
2. Identifying the barriers and benefits to the selected behavior.
3. Developing a strategy that reduces the barriers and increases the benefits to the behavior.
4. Piloting the strategy.
5. Broad scale implementation, replicable outreach strategies, and ongoing evaluation.

SCS has the opportunity to receive one-on-one consultation with Dr. Doug McKenzie-Mohr, the founder of CBSM. He will review and assist SCS staff with applying the CBSM framework to outreach in the City of Alameda. Lori Large, Director of Research Operation for Action Research, will also serve as an advisor to SCS. We would select one program element that would benefit from this type of effort. Options may include, but are not limited to, source-reduction, increasing participation in multi-family programs, reducing contamination, harmonizing pro-environmental behavior change messages, etc. Should additional staff be interested in attending a group session, SCS can also arrange one-day and two-day consultation workshops.

4. The Recyclist

SCS recommends considering integrating a CRM developed by the Recyclist, which will be used for integrating waste reduction technical assistance communication and reporting. This tool can also be utilized in other outreach efforts such as the Rethink Disposable project, Disposable Food Ware Ordinance outreach, SB 1383 and Mandatory Recycling reporting needs, and any other activities that need to be documented, tracked and reported. This tool is excellent for use by multiple outreach staff, and provides an efficient way to communicate internally. The Pellegrini group incorporated the Recyclist database during the Milpitas collection start-up, and for data gathering at the Sustainable Alternative Feed Enterprises (SAFE) facility. SCS is confident this would be a valuable resource in the City of Alameda.

What is the Recyclist?

Recyclist has deep niche expertise in the development of customized cloud-based data management systems for municipal commercial solid waste and recycling programs. Recyclist works with cities and counties across California, processing data exports from franchised haulers and providing direct insight and transparency into service and compliance levels. Unlike many one-off projects based on a snapshot in time, Recyclist's model is based on ongoing data imports, where the import process is repeated on a regular basis, and is designed to provide cities with up-to-date information and to facilitate identification of changes that may affect compliance levels, diversion rates and the like.

Recyclist's Commercial Outreach Tracker is designed specifically to help cities with identifying high-generating targets in the commercial and multi-family sector and tracking outcomes of outreach efforts. It is also ideal for coordinating cross-organization teams, such as the team that will be working together on this project – StopWaste, CASA, ACI, City staff, and the selected contractor(s). The Commercial Outreach Tracker is highly customized, and can be configured to handle data from multiple franchise haulers, as well as to track City-specific goals such as those around food recovery, C&D and the Alameda County MRO. Recyclist's platform brings about greater efficiency across all parties participating in technical assistance, ensuring the best possible return on investment for the City. Efficiencies are realized through use of a mobile app (facilitating field assessments/audits / photos being entered directly into the database while staff are on site) and automated reports on all data.

Finally, and most importantly, through its unique combination of service and outreach data, the Commercial Outreach Tracker directly correlates actions with outcomes, and therefore provides cities with direct insight into the efficacy of outreach efforts. This enables a city to identify and then focus on the strategies that prove most successful at moving the city closer to zero waste.

5. Design a Food Rescue Model

This option addresses outreach and education about Food Recovery to the 50 selected businesses. Although a citywide Food Recovery program has been approved by City Council, currently there is insufficient funding for this effort. Engaging the top 50 waste generating businesses in food donation as part of the zero waste technical assistance program will demonstrate added value to the City Council. SCS staff will be in an advantageous position to identify businesses that are excellent candidates for donating excess edible food.

Additionally, the goal of our technical assistance is to drive each material stream to its highest and best use while creating a business culture that will sustain these behaviors. It is more efficient to incorporate food donation into the business' Zero Waste plans now, to avoid duplicating outreach efforts in the future. When a business donates food and recycles organics they can maximize

diversion without re-addressing the same challenges of education, time, labor, and training. Ultimately, businesses are able to accomplish multiple tasks simultaneously, and feel an increased sense of return on investment. If this option is selected, the businesses that are identified during the technical assistance process will be placed on a list and receive a visit from an expert in food preparation and donation. This person would discuss with the business how best to manage the process, what legally must be done, and provide the connection to a non-profit that can transfer the donated food to a recipient.

A second option would be to train staff internally at the City, which will provide a more sustainable model for food rescue efforts. Ms. Nancy Fishmann has provided SCS with a proposal for assistance in designing a food rescue model for municipalities, businesses, and other entities that includes training program implementers. More details on this proposal can be provided upon request.

PROJECT SCHEDULE

SCS can begin work October 1, 2018, once the contract has been signed, with completion of the project by September 30, 2019. Table 3 below provides an outline for when meetings will occur, tasks will be finished and the draft and final Report will be completed.

Table 3. Project Schedule

Task	Description	Week of																											
		2018							2019																				
		1-Oct	15-Oct	29-Oct	12-Nov	26-Nov	10-Dec	24-Dec	7-Jan	21-Jan	4-Feb	18-Feb	4-Mar	18-Mar	1-Apr	15-Apr	29-Apr	13-May	27-May	10-Jun	24-Jun	8-Jul	22-Jul	5-Aug	19-Aug	2-Sep	16-Sep	30-Sep	
	Project Initiation	🚩																											
1	Develop Target List		★																										
2	Schedule Site Visits								★																				
3	Perform Site Visits																								★				
4	Provide Outreach Information																								★				
5	Prepare Waste Assessment Reports																								★				
6	Create Follow-Up Plan																								★				
7	Waste Reduction Implementation Assistance																								★				
8	Conduct Trainings																								★				
9	Coordinate Marketability of Material																								★				
10	Provide Support Materials																								★				
11	Facilitate Team Meetings	🚩							🚩						🚩						🚩							🚩	
12	Track Activities and Results				★		★		★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★					
13	Prepare Reports								★						★							★					★	★	

BUDGET

The breakdown of costs provided below in Table 4 below is based on time and materials, with an amount not to exceed \$300,000. We would like to discuss with City staff the project's objectives, the specific work required for each task, and the expected deliverables to fine-tune the below budget and the number of hours required for each task.

Cost saving measures recommended for this project include utilizing one junior level staff to call solid waste generators to schedule site visits, performing multiple site visits within the same geographic area on the same day, utilizing an App to input data on-site and a database that can print waste reduction assessment reports and reports that show activities from the technical assistance efforts (this App includes a CRM developed by The Recyclist, if this option is chosen).

All optional services outlined in Section 2 are not currently included in the below budget. Should the City be interested in exploring any of the optional activities suggested, SCS can provide associated costs upon request.

Table 4. Project Budget

Budget - City of Alameda Zero Waste Technical Assistance Commercial, Multifamily, and Industrial Sector Waste Generators																
DESCRIPTION		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Task 11	Task 12	Task 13	Project Total	
		Develop Target List	Schedule Site Visits	Perform Site Visits	Provide Outreach Information	Prepare Waste Assessment Reports	Create Follow-Up Plan	Waste Reduction Implementation Assistance	Conduct Trainings	Coordinate Marketability of Material	Provide Support Materials	Facilitate Team Meetings	Track Activities and Results	Prepare Reports		
Role	Name	Rate \$/Hour	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost
SCS																
Vice President	Leonard	\$270	0	0	0	0	0	0	0	0	0	12	8	12	32	\$8,640
Project Manager	Blits	\$220	0	0	8	0	10	4	40	0	4	2	40	20	32	\$35,200
Technical Assistance	Coelho	\$120	20	40	60	20	30	30	200	40	12	8	30	40	36	\$67,920
SCS Labor																\$111,760
Sub-Contractors																
Technical Assistance	Sommers	\$140	10	0	60	20	20	200	40	12	8	30	40	20	480	\$67,200
Technical Assistance	Chang	\$110	0	0	60	20	20	200	30	12	8	30	40	20	460	\$50,600
MFD Assistance	McKaughan	\$110	0	0	60	20	20	200	30	12	8	30	40	20	460	\$50,600
Door-to-Door Outreach	TBD	\$50	0	0	0	300	0	0	0	0	0	0	0	0	300	\$15,000
Sub-Contractor Labor																\$183,400
Total Labor		--	30	40	248	380	94	840	140	52	34	172	188	140	2458	\$295,160
Other Direct Costs (ODCs)		Cost \$/Unit	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Cost
SCS																
Auto Mileage		\$0.55	0	0	350	0	0	290	100	0	0	100	0	0	840	\$458
Total ODCs		--	\$0	\$1,000	\$1,591	\$0	\$0	\$1,318	\$455	\$0	\$0	\$455	\$0	\$0	--	\$4,818
Budget by Task			\$3,800	\$5,800	\$32,151	\$24,600	\$13,000	\$11,680	\$106,118	\$17,455	\$6,640	\$4,280	\$26,895	\$25,760	\$21,800	\$299,978
TOTAL BUDGET																\$299,978



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/27/2018

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
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT
NAME:
PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
SCS Engineers
3900 Kilroy Airport Way, Suite 100
Long Beach CA 90806-6816 USA

INSURER A: Steadfast Insurance Company

26387

INSURER B: Zurich American Ins Co

16535

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570073290121

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			GLO011277803	03/31/2018	03/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAP 0112780-03	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC011277903	04/01/2018	04/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Prof (E&O)			IPR379235302 Prof Liab - Claims Made	03/31/2017	03/31/2020	Per Claim \$1,000,000 Aggregate \$1,000,000

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

RE: SCS Job No. 010582218, Job Description: Zero Waste Technical Assistance. City of Alameda, its City Council, boards, commissions, officials, employees and volunteers as required by written contract are included as Additional Insured with respect to the General Liability and Automobile Liability policies; granted a Waiver of Subrogation for General Liability and Automobile Liability policies and the General Liability policy evidenced herein is Primary to other insurance available, as required by written contract, but limited to the operations of the Insured under said contract.

CITY OF ALAMEDA

Risk Management

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Attn: Jeanette Navarro
950 West Mall Square, Room 110
Alameda CA 94501 USA

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

Aon Risk Insurance Services West Inc

Holder Identifier : ABCE

Certificate No : 570073290121

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0112778-03	03/31/2018	03/31/2019	03/31/2018			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Address (including ZIP Code): 3900 Kilroy Airport Way, Ste. 100, Long Beach, CA 90806

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

CITY OF ALAMEDA
Risk Management


Date 10-1-18
Lucretia Akil, City Risk Manager

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C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

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

D. For the purposes of the coverage provided by this endorsement:

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

Primary and Noncontributory insurance ✓

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

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

Auto

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

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

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

Named Insured: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Endorsement Effective Date: 04/01/2018

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

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

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

CITY OF ALAMEDA
Risk Management

Date 10-1-18
Lucretia Akil, City Risk Manager

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE LOSS.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CITY OF ALAMEDA
Risk Management
 Date 10-1-18
Lucretia Akil, City Risk Manager

Coverage Extension Endorsement

Auto



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0112780 03	04/01/2018	04/01/2019		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

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

The following are also "insureds":

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

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

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

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

CITY OF ALAMEDA
Risk Management

Date 10-1-18
Signature
Lucretia Akil, City Risk Manager

C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section**:

Lease Or Loan Gap Coverage

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

- a. Any amount paid under the **Physical Damage Coverage Section** of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section:**

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage Provision of the Physical Damage Coverage Section:**

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible Provision** does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by 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", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

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

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

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

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

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