

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Service Provider Agreement, is entered into this 14th day of January, 2020, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS** a Virginia Corporation, whose address is **7041 KOLL CENTER PARKWAY, SUITE 135, PLEASANTON, CALIFORNIA 94566**, (the "Provider"), with reference to the following:

RECITALS:

A. On October 9, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in the amount of \$299,978.

B. City and Provider desire to modify the Agreement to extend the term and add compensation on the terms and conditions set forth herein.

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

1. Page 1, Item No. 1 **TERM**, of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 9th day of October 2018, and shall terminate on the 31st day of July 2020, unless terminated earlier as set forth herein."

2. Page 1, Item No. 2 **SERVICES TO BE PERFORMED**, of the Agreement is modified to read as follows:

"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 A1 as requested. The Provider acknowledges that the work plan included in Exhibit A1 is tentative and does not commit the City to request Provider to perform all task included therein."

2. Page 1, Item No. 3 **COMPENSATION TO PROVIDER**, Paragraph a. and b. of the Agreement is modified to read as follows:

"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 charges are to be according to the fee schedule as set forth in Exhibit B1 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 B1."

"b. The total compensation for the work under this First Amendment to Agreement is not to exceed \$145,000. The total compensation for this Agreement is \$444,978."


3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page


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

STEARNS, CONRAD AND SCHMIDT CON
ENGINEERS, INC. dba SCS ENGINEERS
A Virginia corporation


CITY OF ALAMEDA
A Municipal Corporation



Michelle Leonard
Vice President

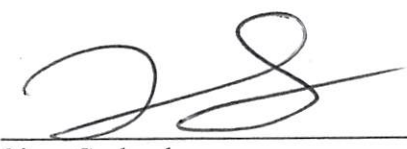


Eric J. Levitt
City Manager



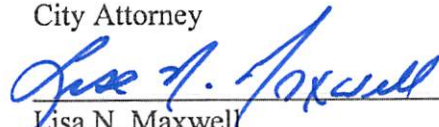
Curtis Jang
Chief Financial Officer

RECOMMENDED FOR APPROVAL:



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Lisa N. Maxwell
Assistant City Attorney

December 4, 2019

Ms. Liz Acord
City of Alameda
LAcord@alamedaca.gov

Subject: **City of Alameda Zero Waste Technical Assistance for Commercial and Multi-Family Generators**

Dear Ms. Acord:

The City of Alameda (City) has requested a proposal from SCS Engineers (SCS) to provide technical assistance for commercial and multi-family properties that regularly generate large amounts of waste or subscribe to garbage services with disproportionately low recycling services. SCS Engineers provided technical assistance for large generators in Alameda from October 2018 through September 2019. Throughout these efforts SCS regularly collaborated with City staff as well as staff from Alameda County Industries (ACI) to evaluate waste management activities, recommend changes to reduce waste sent to landfill and provide technical assistance in alignment with the City's Zero Waste Implementation Plan.

During the 2018/19 fiscal year, the SCS team completed 133 site visits, conducted 31 trainings, completed 79 waste assessment forms, added 99 cubic yards (CY) of new weekly recycling service, 24 CY of new weekly organics service, reduced garbage service by 51 CY per week, and identified 542 CY per week of backhauled or third party diversion. SCS was initially provided the top 50 generators with a reported 18.4% diversion rate in October of 2018. As of October 2019, 60 generators have achieved a collective 48.9% diversion rate.

In the 2019 final report, SCS identified a selection of large commercial and multi-family waste generators that present substantial waste reduction and diversion opportunities. SCS recommends providing technical assistance to high priority waste generators in the form of site visits; waste assessments; quantification of back-hauling or third party services; recommendations for source reduction and diversion practices; employee and tenant engagement and waste diversion data tracking.

SCOPE OF WORK

A detailed description of the tasks to be undertaken by SCS are described below.

TASK 1: MEETINGS

Task 1.1 Brainstorming Session and Kick-Off Meeting

SCS will conduct a kick-off meeting with City staff to confirm project goals and objectives. Project tasks will be reviewed, resource support from City and ACI will be confirmed, and a project timeline will be established. We will also confirm the approach and level of recycling and organics assistance to be provided, and finalize the list of businesses to be visited during the new contract term. Use of Tower and the Recyclist database will be discussed.

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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.

Goals for assisting businesses include maximizing recycling and organics service to increase diversion, educating businesses on these services, boosting the number of participating businesses, delivering exceptional customer service, working as efficiently as possible, and ensuring close coordination with City and ACI staff.

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

Subtask 1.2 Participate in Additional Meetings

The SCS Project Manager, Lisa Coelho, will attend meetings as requested by the City. In these meetings, SCS will be prepared to review progress, fine-tune processes (if needed), and confirm next steps. Ms. Bills will be the project advisor and provide assistance to Ms. Coelho and City staff as needed.

City and ACI staff involved in the project are encouraged to continue communicating with Ms. Bills or Ms. Coelho, as needed, via telephone, email, text, or conference call.

Deliverables

- Kick-off meeting notes confirming timeline, expectations, final scope of work, resources needed, and next steps.
- Bi-weekly meetings notes identifying action items and responsible parties.

TASK 2: DEVELOP TARGET LIST

SCS will develop a target list of priority waste generators based on a combination of field experience, ACI records and the most current information about waste generation in Alameda. To perform waste reduction technical assistance for fiscal year 2018/19 SCS developed a target list from the 780 businesses, 610 multi-family properties, and 140 industrial accounts in Alameda. From this prioritized list, SCS selected the top 50 waste generators, which are the largest landfill waste generators in each sector. Throughout the fiscal year, SCS revised and added to the list of the Top 50 generators, ending the project in September of 2019 with a list of the Top 60 priority waste generators.

From on-the ground experience and data analysis, at the end of the 2019 project, SCS compiled a list of large waste generators (see Attachment A) that require extensive technical assistance to reduce waste sent to landfill. SCS identified the following additional opportunities for diversion:

- Based on the completion of year one of the project, SCS has developed a list of generators that: were visited and will require additional assistance to complete their new service change agreements; are recommended training and outreach; and require follow up to ensure a sustainable recycling and organics program. SCS provided technical assistance to 18 large

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multi-family properties, shopping centers and chain businesses that showed the potential for additional diversion or need more time and assistance to implement more efficient waste reduction practices.

- Using waste generation reports from ACI, SCS also identified 10 large commercial generators that did not yet receive outreach or technical assistance, but have waste collection service levels that indicate a need to implement improved waste management practices to reduce the amount waste sent to landfill.
- In addition, SCS recommends additional waste reduction assistance for 14 multi-family properties, situated in areas surrounding multi-family properties that received technical assistance in the 2018/ 19 fiscal year.
- Additional assistance is recommended at a large number of other businesses who received initial recommendations but may not have been ready to implement.

Development of the target list will take into account that StopWaste, ACI and other stakeholders providing technical assistance and outreach efforts for the waste generators. SCS will provide the City a draft of the target list for dissemination to ACI in an effort to cross-share the most up to date information about these generators and refine the target list accordingly.

SCS recommends working closely with ACI to revise the target list, based on their intimate knowledge with each property's outreach history and operational challenges. SCS would like to coordinate constant, fluid communications with ACI staff through Tower and emails to ensure their staff is informed of the current and anticipated next steps of the waste reduction plan for each generator.

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 City staff 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 3: SCHEDULE SITE VISITS

SCS will contact the priority 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.

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SCS will prepare an updated version of the technical assistance introductory letter to be sent to property managers once they have been identified. This letter will review the regulatory expectations for recycling, organics recycling, and edible food, and free technical assistance services available. SCS will email this letter to property managers of each shopping plaza unless the City prefers to mail a hardcopy of the letter. Additionally, SCS will carry a hardcopy of this letter to present to property managers and business owners if requested during the course of site visits.

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.

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. SCS will notify ACI and City staff of scheduled appointments on a bi-weekly basis at meetings. In some instances, it may be requested that ACI or City staff participate in site visits with SCS to most efficiently address unusual challenges.

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 4: 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,

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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.

As part of the site visit, SCS will perform visual characterizations of all outdoor waste containers used by tenants and businesses. This visual characterization will provide an understanding of what material in the waste container can be recycled or composted, and what materials the businesses might consider changing when purchasing the product to make it more sustainable and/or recyclable. A visual characterization consists of assessing the types and volume of waste in each outdoor waste collection container. To estimate waste composition, SCS will estimate each material type (e.g. cardboard, mixed paper, food scraps, food-soiled paper) as a percentage of the total amount of waste visible in the container by opening bags (if necessary). SCS will also photograph the property's containers to highlight problems and solutions.

The outcome of these visual characterizations will be for SCS to provide recommendations for the service levels required to add additional recycling or organics collection services, and any right sizing of waste containers.

During a site visit 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.
- Verify, quantify, and document backhauling and/or third-party waste diversion activities.
- 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).
- Assess the communication method property managers use to communicate with tenant businesses.

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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
- Quantification of back-hauling or third party services
- 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 agreements, 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.

All information gathered during an initial site visit will be compiled into a Waste Reduction Assessment Report outlined in Task 5.

TASK 5: 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. If preferred by ACI, SCS will pick up a large stack of posters and outreach materials to distribute among technical assistance staff from the SCS office.

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

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waste goals. SCS will be responsive and provide continued outreach support to property managers, employees and tenants as needed to ensure exceptional customer service and support.

TASK 6: PREPARE WASTE REDUCTION ASSESSMENT REPORTS

After each site visit, SCS will prepare a Waste Reduction Assessment Report in Recyclist. The report will outline our findings from the facility walk-through with photo documentation and recommended service level changes and associated diversion rate implications, if appropriate. Additionally, SCS will use Recyclist to document compliance with the MRO, MOR, and Food Ware Ordinance.

Waste Assessment Reports will include the following information:

- Current service levels for garbage, recycling and organics collection
- Visual Waste Characterization data including material types and estimated percentage of waste stream
- Quantity, type and frequency of materials back-hauled or collected by third party services
- Recommended service level changes
- Opportunities for source reduction
- Outreach provided and next steps identified (e.g. signage, containers, and training)
- Additional resources to support waste reduction practices
- Photographs

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 also upload a copy of each Waste Assessment Report to ACI's database, Tower.

Deliverables

- Waste Reduction Assessment Report for each waste generator

TASK 7: 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.

Offsite, SCS staff will review 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). SCS will then prepare a service change contract proposal in Tower and email a

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copy to ACI for a formal approval. Once approved, SCS will present the contract to the property manager for a wet signature, before uploading the finalized contract into Tower and emailing a final copy to ACI staff. SCS will notify the property manager, via email, of the schedule and next steps for implementing service changes according to ACI's instructions.

Between one week and month after the property manager has implemented the recommended changes, each property manager will receive a follow-up phone call or email. The purpose of the follow-up will be to confirm use of organics and recycling containers, assess if any additional outreach or training is needed, and speak with the business's decision maker(s) to see how the overall organics recycling program is working for them. 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 8: WASTE REDUCTION IMPLEMENTATION ASSISTANCE

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. SCS will confirm the outreach and other support materials needed for tenant businesses or residents at each site. 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.

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). SCS will make a strong effort to convince each

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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.

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 address the upstream sources of waste. 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 identify and explain source reduction opportunities to property owners and business managers and provide waste assessments and/or data analysis to measure associated waste reductions.

TASK 9: 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.

SCS will offer to conduct door-to-door outreach at multi-family properties as part of an organics program kick-off. During door-to-door outreach SCS will deliver a kit of outreach materials to tenants that includes a residential service guide, food storage guide, kitchen food scraps collection pail, and

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a recycling tote (as applicable to each property). SCS will track the number of residents that accept the outreach materials and pledge a commitment to collect household organics for recycling.

TASK 10: COORDINATE MARKETABILITY OF MATERIAL

Confusion can occur with the type of material that is acceptable or not acceptable in recycling and organics collection programs. 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.

During the site visits conducted in fiscal year 2018/19, SCS verified that many generators backhaul their source-separated recycling and/or organics to their distribution centers, or use third party recyclers (recyclers that provide free collection and are not ACI). SCS staff collaborated with the City to develop an Alternative Commercial Hauler form, and then used this form to document the volume of material that is backhauled. SCS will continue to collect data about back-hauling during site visits. Additionally, we will inform property managers and business owners they will be required to report this information by Senate Bill 1383, once finalized.

Deliverables

- Updates to City on materials collected by collection companies outside of the franchise agreement
- Alternative Commercial Hauler forms

TASK 11: PROVIDE SUPPORT MATERIALS

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 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, backhaul tonnages, 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 and results data summaries from Recyclist- 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

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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 receive technical assistance during this proposed project term.

Deliverables

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

PROJECT SCHEDULE

SCS can begin work in January 2020, once the contract has been signed, with completion of the project six months after the start date. This scope of work has been developed for a six-month plan. Table 1 below provides an outline for when meetings will occur, tasks will be finished and the draft and final Report will be completed.

Table 1. Project Schedule

Task	Description	2020															
		6-Jan	20-Jan	3-Feb	17-Feb	2-Mar	16-Mar	30-Mar	13-Apr	27-Apr	11-May	25-May	8-Jun	15-Jun	29-Jun	13-Jul	27-Jul
	Project Initiation		▼														
1	Meetings		▼		▼		▼		▼		▼			▼		▼	
2	Develop Target List			★													
3	Schedule Site Visits																★
4	Perform Site Visits																★
5	Provide Outreach Information																★
6	Prepare Waste Assessment Reports																★
7	Create Follow-Up Plan																★
8	Waste Reduction Implementation Assistance																★
9	Conduct Trainings																★
10	Coordinate Marketability of Material																★
11	Provide Support Materials																★
12	Track Activities and Results					★					★					★	
13	Prepare Reports	★						★								Draft	Final
		▼ Meeting															
		★ Task Due Date															

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BUDGET

The breakdown of costs provided below in Table 2 below is based on time and materials, with an amount not to exceed \$145,000, for six months of the project. If the City would like to add another 6 months, this budget and scope could be used. 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.

Table 2. Project Budget

Budget - City of Alameda Zero Waste Technical Assistance Commercial, Multifamily, and Industrial Sector Waste Generators																
DESCRIPTION		Task 1 Facilitate Team Meetings	Task 2 Develop Target List	Task 3 Schedule Site Visits	Task 4 Perform Site Visits	Task 5 Provide Outreach Information	Task 6 Prepare Waste Assessment Reports	Task 7 Create Follow-Up Plan	Task 8 Waste Reduction Implementation Assistance	Task 9 Conduct Trainings	Task 10 Coordinate Marketability of Material	Task 11 Provide Support Materials	Task 12 Track Activities and Results	Task 13 Prepare Reports	Task 14	Project Total
Role	Name	Rate \$/Hour	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost
SCS																
Vice President	Leonard	\$270	2	0	0	0	0	0	0	0	0	0	2	2	6	\$1,620
Project Advisor	Bills	\$230	16	2	0	8	0	10	4	15	0	4	2	8	77	\$17,710
Project Manager	Coelho	\$170	40	8	6	26	20	20	30	65	20	8	8	20	301	\$51,170
SCS Labor																\$70,600
Sub-Contractors																
Technical Assistance	Sommers	\$140	20	2	6	26	20	20	60	20	8	8	8	8	226	\$31,640
MFD Assistance	McKaughan	\$120	20	2	6	26	20	20	60	20	8	8	8	8	226	\$27,120
Door-to-Door Outreach	TBD	\$50	0	0	0	0	100	0	0	0	0	0	0	0	100	\$5,000
Sub-Contractor Labor																\$63,760
Total Labor		--	98	14	18	66	160	70	74	200	60	26	26	46	56	\$134,260
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	200	0	0	400	0	0	400	356	0	0	0	0	1,356	\$739
Recyclist		\$1	0	0	0	0	0	0	0	0	0	0	10,000	0	10,000	\$10,000
Total ODCs		--	\$0	\$0	\$0	\$216	\$0	\$0	\$216	\$194	\$0	\$0	\$10,000	\$0	--	\$10,739
Budget by Task			\$16,220	\$2,340	\$2,580	\$13,236	\$13,600	\$10,900	\$11,220	\$30,316	\$6,794	\$4,360	\$3,900	\$17,860	\$9,560	\$144,999
TOTAL BUDGET																\$144,999



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/13/2019

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

PHONE
(A/C No. Ext): (866) 283-7122 FAX
(A/C No.): 800-363-0105E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Stearns, Conrad and Schmidt
Consulting Engineers, Inc.
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: 570079524238

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO011277804	03/31/2019	03/31/2020	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 <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0112780-04	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	WC011277904	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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.

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.



ZURICH[®]

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 0112778-04	03/31/2019	03/31/2020	03/31/2019			

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.

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.

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.

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: 04/01/2019

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.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0112780 04	04/01/2019	04/01/2020		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.

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.