



PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES

Marin City Community Services District

Modernization of the Marin City Community Service District Facilities

04.04.2024

Prepared for:



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Attachment 1.

Fees (*Separate attachment*)

“By centering community throughout this planning process, MCFL is facilitating joint ownership in change-making, establishing collective accountability, and building power within impacted communities to achieve anti-racist outcomes.”

*Jamillah Jordan
County of Marin
Equity Director*



pier 9, suite 105
the embarcadero
san francisco, ca 94111
415.546.0450

April 4, 2024

Juanita Edwards
Marin City Community Services District
640 Drake Avenue
Marin City, CA 94965

Dear Ms. Edwards:

450 Architects (450) is pleased to submit our Proposal for Architectural & Engineering Services for Modernization of the Marin City Community Service District Facilities. 450 Architects is an employee-owned architecture and design firm specializing in new build, adaptive re-use, renovation and modernization projects adhering to a rigorous ethos of advocacy and sustainability. Since 1992, our team has collaborated with California public agencies and K-12 public and private schools, closing more than 250 Division of the State Architect (DSA) approved projects. Our team's passion for working with clients to achieve high performance facilities and create inspiring learning environments for communities is illustrated in our experience spanning over 30 years, here are a few of our highlights:

CULTIVATING RELATIONSHIPS

We understand that each project and client is unique in nature. Our project management emphasizes collaboration and has led to long-term working relationships. As an example, we have proudly worked with the San Francisco Unified School District for 27 years on ground-up, Bond financed buildings and multiple modernization projects. In addition, we have a 24-year relationship with the San Francisco Waldorf School and have completed projects including their masterplan, pre-school, grade school, high school and the award-winning Bushnell Center. Recently we have nurtured a 6-year relationship with the County of Marin Department of Public Works Capital Improvement Division. These long-term relationships demonstrate a proven track record delivering projects that meet our clients' visions, schedules and budgets.

EXPERIENCE WITH CONDITIONS ASSESSMENT

We have recently completed the TASK A Conditions Assessment Report for the Marin Veterans Memorial Auditorium located on the historic Civic Center campus. 450 Architects' design team evaluated the structural integrity of the facility; building waterproofing and enclosure systems; mechanical, electrical, plumbing and life-safety systems; and ADA accessibility, programmatic and code issues. We will bring this expertise working with Marin City Community Services District.

AWARD WINNING PROJECTS

450 Architects has been recognized for our achievements in outstanding design, urban development, and sustainable projects. Our latest awards include 2022 Best of the Best Award for Urban Development by ENR for Francisco Park located in San Francisco and a Leroy F. Greene Design and Planning Award by AIA California for the Yuba River Charter School in Grass Valley.

We have put together an exceptional team consisting of Principal in Charge - Richard Parker, Project Manager and Project Architect - Perry Wexelberg, and Architectural Designer - Kelly Elmore, and a team of vetted subconsultants. Thank you for considering our interest in working with the Marin City Community Services District and local community. Please feel encouraged to call me directly with any questions – my mobile number is 415.533.1960. We look forward to collaborating with you and are available to start immediately.

Respectfully,

A handwritten signature in blue ink that reads 'Richard Lee Parker'.

Richard Parker, AIA, LEED AP
Founding Principal

Statement of Understanding

Marin City Community Services District

The Marin City Community Services District (CSD) provides critical services for every Marin City resident and visitor including recreation uses, senior programming, Health & Wellness services, Early Childhood Education and brings joy to the Community. The staff is friendly, approachable, engaged, and has built a strong trust among the residents. Unfortunately, the existing building facilities are in a general state of disrepair impacting the level of services the CSD wishes to provide.

In our opinion, the CSD has been forward thinking during the past decade by holding a significant stakeholder engagement and visioning process resulting in the proposed Marin City Center for Community Life. By issuing this RFP, the Marin Community Services District is taking the next big step towards delivering the Community's vision and making lasting positive change for Marin City.

PROJECT UNDERSTANDING

It is our understanding that the Marin City Community District (CSD) wants to gain a greater understanding of the next steps for the CSD to deliver new facilities for the Community. In particular, we understand the CSD is facilitating ownership in change-making, establishing collective accountability, and building power within impacted communities to achieve Anti-Racism outcomes. We understand the scope of work to be:

1. Provide Rough Order Magnitude (ROM) construction cost updates for various options and phases.
2. Repackaging site diagrams, construction phasing diagrams, future projections and cost model options.
3. Determine what studies or site assessment may still be needed before any subsequent construction work may occur.

It is our understanding that the CSD Request for Proposals is intended to focus solely on repackaging information for the following buildings:

- Marguerita C. Johnson Senior Center
- Manzanita Rec Building
- Harriet Tubman House
- Swimming Pool Facility
- Philips Drive Parking Lot
- Temporary Facilities

In the preparation of our proposal, the 450 Architects design team reviewed the following documents:

1. Marin Community Services District Request for Proposals: Modernization of the Marin City Community Services District Facilities, 2024, including Addendum 1.
2. Marin City Center for Community Life Master Plan Application, Resubmittal dated February 2, 2017, prepared by Group 4 Architecture.
3. Marin City center for Community Life Schematic Design report, dated June 2017, prepared by Group 4 Architecture.
4. The Race Equity Action Plan (REAP), prepared by the Marin County Office of Equity, February 8, 2022. Additionally, the 450 Architects design team has visited the CSD campus, observed its existing facilities, and participated in the Virtual Pre-Submission Meeting: Marin City Community Service District Facilities, via Zoom, on March 14, 2024.

Project Approach

450 Architects project approach can best be described as proactive, collaborative and engaging. We have built a strong reputation for being creative problem solvers, empathetic listeners, and doers who “get it done”. Our project approach includes a clear focus on racial equality and community inclusion creating joyful, healthy, learning environments in partnership with the visionary and committed team of the CSD and its partners.

To best serve the CSD, 450 Architects has assembled a passionate, creative and talented team of subconsultants to complete the tasks outlined in the RFP. The consultants include BASE Landscape Architecture, ZFA Structural Engineers, EDesignC (mechanical, electrical and plumbing engineering), BKF (civil engineering), McGinnis Chen Associates (building enclosure and waterproofing), and Leland Saylor Associated (Const estimating, constructability and scheduling review). All subconsultants have work extensively with 450 Architects, have reviewed the RFP and appendices and will review the existing facilities and campus for conditions assessment, code compliance/updates, and contribute to the repackaging of the previous work.

Additionally, as part of the repackaging scope of work, 450 architects propose to have a DEI based stakeholder engagement phase to verify and update, as required, the programmatic requirements, timeline, schedule and priorities. In our experience, the conditions assessment phase is critical to the success of the project and meeting the project goals. Two recent examples include the Marin Center Veterans Memorial Auditorium Water Infiltration and Mitigation project and the Marin County Free Library Facility Condition and Needs Assessment and Multi-Year Capital Plan project for the four county-owned branch libraries. Please see the Relevant Experience portion of our proposal for additional information.

ROM UPDATES:

Because funding is vital for every project, the 450 Architects design team includes Leland Saylor Associates (LSA) as our third-party, certified DVBE, cost estimator. In preparation of our proposal, we asked LSA to provide a ROM update to the large grid of estimated costs outlined in the Marin City Center f dollars in the marketplace. Being that California is the largest economy in the nation, the oversupply hit CA especially hard. This oversupply of dollars has the natural effect of greatly increasing inflation. This oversupply, coupled with the supply-chain issues had the effect of almost doubling the “normal” rate of inflation to 9% or more in the years 2020-2022.

The market started to return to normal in 2023 when the Federal Reserve finally stepping in to raise interest rates and try to tame inflation. It has worked as inflation is expected to be 4% for the coming years.

Please see the following matrix outlining LSA's estimate of probable ROM costs for the six CSD campus projects as part of the RFP. We provide this data as a starting point for clearer discussions on funding mechanisms, establishing programming priorities, value engineering, and construction phasing.

Base Year	Escalation %	Existing	Totals	Senior Center	Main Rec. Bldg.	Exist. Manz. Gym	Swimming Pool	H. Tubman House	Phillips Dr./Parking Lot	Temp Facilities
			25,390 SF	4,561 SF	33,864 SF	13,522 SF	7,850 SF	2,567 SF	62,200 SF	allowance
		Vision Plan Feb 2017	59,890 SF	7,160 SF		0 SF		2,516 SF	\$2,788,000	\$500,000
2017	Base	Estimated Cost	\$56,718,700	\$4,559,100	\$30,076,600		\$8,635,000	\$2,284,000	\$2,788,000	\$500,000
			Initial Phase 1 Strategy worked out by "small group" based on pre-design budget guesses	New kitchen and misc repairs	New gym and 2 story recreation bldg	Replaced with new Community Hall	Not in this phase	Full Renovation	Widened Phillips drive and reworked main parking	Allowance for relocation of portables
2017	Base	now	\$59,554,635	\$4,787,055	\$31,580,430		\$9,066,750	\$2,398,200	\$2,927,400	\$525,000
2018	5%		\$62,532,367	\$5,026,408	\$33,159,452		\$9,520,088	\$2,518,110	\$3,073,770	\$551,250
2019	5%		\$68,160,280	\$5,478,784	\$36,143,802		\$10,376,895	\$2,744,740	\$3,350,409	\$600,863
2020	9%		\$74,635,506	\$5,999,269	\$39,577,463		\$11,362,700	\$3,005,490	\$3,668,698	\$657,944
2021	10%		\$81,352,702	\$6,539,203	\$43,139,435		\$12,385,343	\$3,275,984	\$3,998,881	\$717,159
2022	9%		\$87,047,391	\$6,996,947	\$46,159,195		\$13,252,318	\$3,505,303	\$4,278,803	\$767,361
2023	7%		\$91,399,761	\$7,346,795	\$48,467,155		\$13,914,933	\$3,680,568	\$4,492,743	\$805,729
2024	5%		\$95,055,751	\$7,640,667	\$50,405,841		\$14,471,531	\$3,827,791	\$4,672,453	\$837,958
2025	4%		\$98,857,981	\$7,946,293	\$52,422,075		\$15,050,392	\$3,980,903	\$4,859,351	\$871,476
2026	4%		\$102,812,300	\$8,264,145	\$54,518,958		\$15,652,408	\$4,140,139	\$5,053,725	\$906,335
2027	4%		\$106,924,792	\$8,594,711	\$56,699,716		\$16,278,504	\$4,305,744	\$5,255,874	\$942,589
2028	4%									

REPACKAGING SITE DIAGRAMS, CONSTRUCTION PHASING DIAGRAMS, FUTURE PROJECTIONS AND COST MODEL OPTIONS

The repackaging of the graphic, written and data documents for the Marin City Community Service District cannot be over stated. This “collateral” will be critical to a strategic and successful fundraising campaign, community and philanthropic outreach, and/or possible county-wide Bond initiative. Clear legible graphics will be key. Text should be in multiple languages to reach the broadest audience and presentations to community groups should bold and legible from across the room.

450 Architects has facilitated many community outreach programs during the past thirty years for new public schools, libraries, parks and open space, and significant residential projects. We focus on civic and campus-wide projects because of the positive community opportunities they hold and the life-long empowerment civic projects bring. We would be honored to facilitate the CSD through the repackaging phase of this project.

The previous Application to the County of Marin Community Development Agency (CDA) Planning Division proposed a Construction Manager at Risk (CMAR) project delivery/construction contract. Due to the parallel Project Delivery Plan, the project was originally shovel ready as required by the New Market Tax Credit funding stream which the CSD identified as a potential key funding source.

DETERMINE WHAT STUDIES OR SITE ASSESSMENT MAY STILL BE NEEDED BEFORE ANY SUBSEQUENT CONSTRUCTION WORK MAY OCCUR:

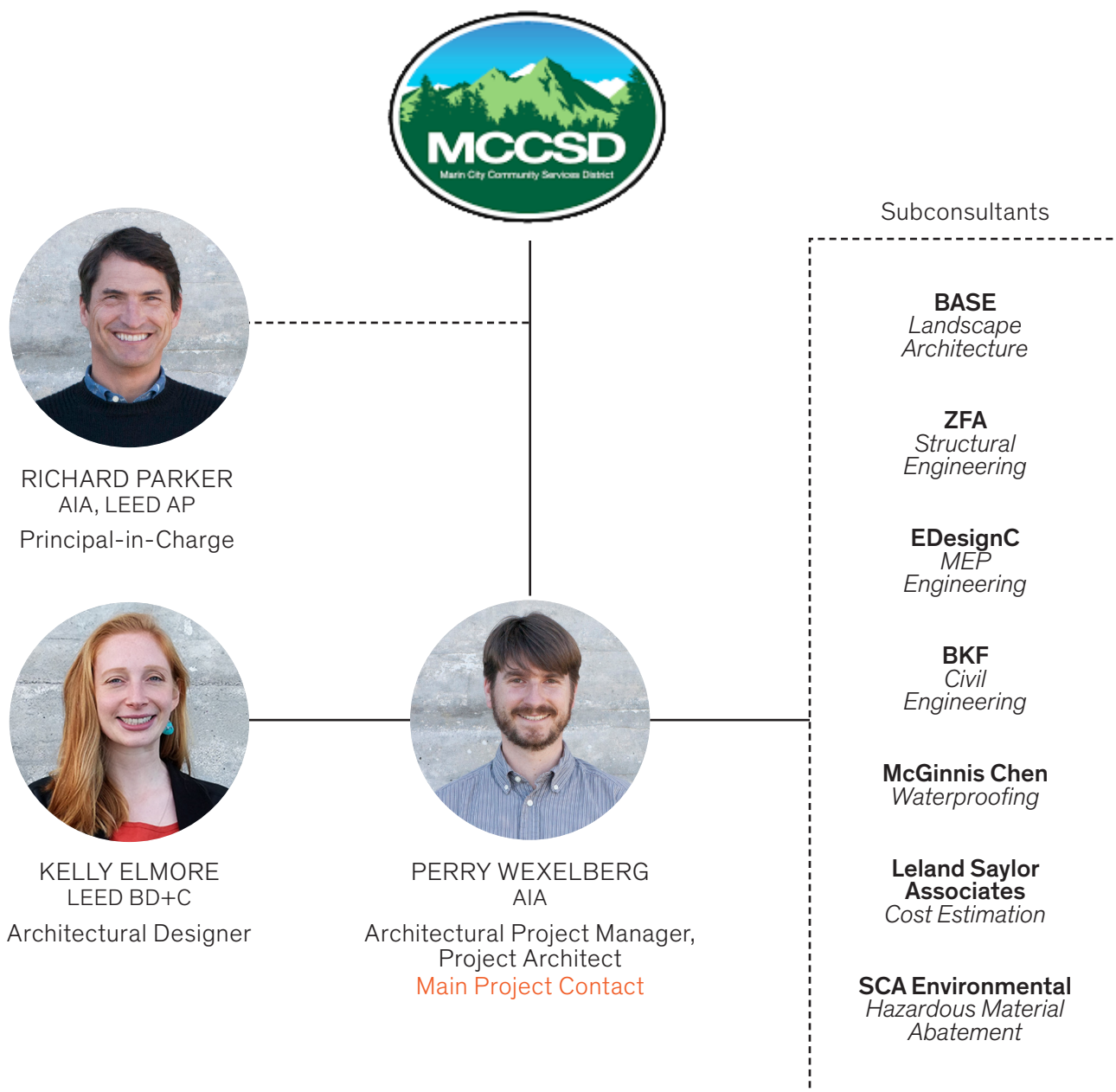
The previous work completed by Group 4 Architecture, Miller Pacific Engineering Group, TBD and others is impressive and thorough. However, since 2017, there have been numerous state-wide building and energy conservation code cycle updates, county-wide departmental realignments approved by the Board of Supervisors, biological constraints analysis of plant and animal required by the Endangered Species Act, additional Stormwater Mitigation documentation requirements, updates to the Geotechnical Report for seismic safety, traffic Impact Analysis, Cultural Resources Survey, and Authorities Having Jurisdiction (AHJ) approval work-flow requirements, CalEPA, and others.

Particular attention will be placed on reviewing and updating the Center for Community Life Master Plan Application to the County of Marin Community Development Agency (CDA) Planning Division.

2. Project Team Structure

APPROACH TO STAFFING

For any given project, 450 Architects will designate two licensed architects to be directly involved - a Principal in Charge, responsible for defining the project scope, budget, and overall direction; and a Project Architect/Project Manager, responsible for coordination with the Marin City Community Services District, consultant coordination, document production and meeting the outlined schedule, program and budget. Additional support staff will be provided as needed. *450 Architects will serve as the “at-risk” entity taking legal and financial responsibility for the project and contracting with the CSD.*



PROJECT SUCCESS

Quality Assurance

As a 100% employee-owned firm, our staff is fully committed to the success of all of our projects and professional relationships. We believe it is our responsibility to provide leadership to the entire teams' quality control program. 450 Architects influences the team process by establishing clear quality standards, measuring the success and communicating areas of improvement. Experience has taught us that big problems normally start as small problems that grow with time and inattention.

We perform a Project specific risk analysis at the commencement of the project which is reviewed on a regular basis with the project team. Project issues are tracked on a Master Issues Log and discussed in regular project meetings. Each of the issues are identified by potential project impact and importance to ensure that the most important challenges are addressed first. Issues are carried as "open" on the log until they are resolved.

Project Management

Our Project Managers are responsible for identifying project challenges early on and addressing them with the project team in a collaborative manner. 450 Architects have been providing architectural design services for over 28 years; our internal processes are tried and tested – both within our own company culture and on our client's projects.



Community meeting led by 450 Architects
Argon Child Development Center, SFUSD
San Francisco, CA

3. Team Experience

450 Architects is a sustainability focused design studio engaging forward-thinking clients to create beautiful buildings and dynamic public spaces since 1992.

Firm History

450 Architects (450) was established in San Francisco in 1992 by two passionate architects, humanitarians, and genuine friends, Richard Parker and David Bushnell. Since then, 450 has developed a small but mighty design team widely recognized for our technical expertise, commitment to design excellence, and consistent client satisfaction.

Firm Capabilities

450 owns a diverse portfolio of civic, public, educational, and residential projects that demonstrate the attention to detail we apply to every phase of a project, from the design phase through construction. All 450 projects adhere to a rigorous ethos of sustainability and focus on regenerative design solutions and construction methodology for expedited schedules and cost effective structures. Our team's longevity and experience have proven our abilities to seamlessly manage and deliver successful projects in collaboration with multiple stakeholders and in accordance to code compliance. We have managed projects from simple to complex and understand the importance of being available and responsive to clients' needs. As a 100% employee-owned firm, our staff is invested in successful client relationships and delivery projects on schedule and within budget.

Professional Services

- Conditions Assessment
- Architectural Design
- Interior Design
- Modernizations
- Programming
- Feasibility Studies
- Master Planning
- Green Building strategy
- LEED Certification Coordination
- Photovoltaic and Solar Thermal Design
- Water Reuse
- Agency Review and Approvals
- Contractor Bids/Procurement
- Contractor Award and Contract Negotiation
- Construction Administration

Key Staff + Point of Contact

Our key staff assigned to this project include 450 Architect's Principal and Founder - Richard Parker, **Project Manager and Point of Contact - Perry Wexelberg**, and Architectural Designer - Kelly Elmore. Our team is available, prepared and would be delighted to start right away.

Our Experience with Marin County

450 Architects has completed 5 projects within 5 years in partnership with the County of Marin including the **Corte Madera Branch Library Path of Travel and ADA upgrades**. We understand the importance of being responsive to agency goals, budgets and shifting schedules. Our team delights in collaborating with the County to balance stakeholders' interests in the historical context and 21st century needs highlighting equitable, resilient and sustainable environments.

*Pictured Below:
Corte Madera Branch Library,
Path of Travel & ADA Upgrades*



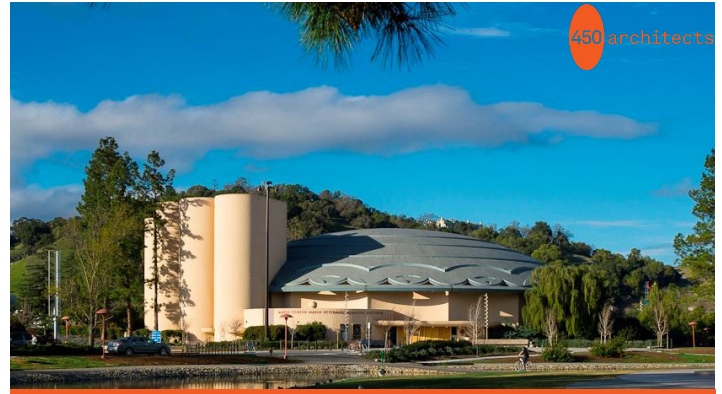


Presidio Middle School San Francisco Unified SD

San Francisco, CA | 84K SF | Architect of Record

Serving as Architect of Record, 450 Architects oversaw the transformation of this school’s asphalt play yard into a variety of outdoor athletic, gathering and learning spaces. The concept design, program, and name were conceived through an artist-run process led by Scientific Art Studio where students learned design by imagining their ideal schoolyard and then drawing plans, building models, and watching it come to life.

New programs include: sports and track fields, long jump, artist-designed climbing structures and edible garden. At the center, a new bike storage building with roof terrace provides opportunities to teach bike safety and bike repairs.



VMA Water Infiltration Controls County of Marin

San Rafael, CA | 43K SF | Architect of Record

450 Architects served as the Project Lead and Architect of Record for the County of Marin’s Veterans Memorial Auditorium (VMA) Water Infiltration Controls project leading a team of consultants in conducting a thorough Conditions Assessment of the existing facility and site. The Conditions Assessment addressed structural foundation, floor slabs and grade beams; geotechnical reviews of below grade soils; mechanical, electrical, plumbing and fire life-safety systems; below grade waterproofing and building enclosure; and ADA access throughout the site. The design team discovered numerous deficiencies beneath the structure and is working with the Marin County Cultural Services Department, historical personnel, contractors, vendors and numerous stakeholders and end-users to develop a remediation vision for the VMA.



RICHARD LEE PARKER AIA, LEED AP, NCARB

Principal Architect - Principal In Charge

As Founding Principal, Richard is responsible for consensus building, design, and project management on a diverse range of projects for public and private clients including, award winning public open spaces, civic, educational, government, and residential buildings. Drawing from thirty-seven years of experience, he provides comprehensive architectural design services and excels at managing multidisciplinary teams on projects spanning multiple years. His strong project management and communications skills ensures projects are delivered on schedule and within budget.

EXPERIENCE

31 Years with 450 Architects
 38 Years Total
 CA Licensed Architect #C-19678

EDUCATION

Bachelor of Architecture, Cornell University, Ithaca, NY
 Robert James Eidlitz Traveling Post-Graduate Fellowship

PROJECT EXPERIENCE

Veterans Memorial Auditorium Parking Lot Improvements
 County of Marin Public Works
 San Rafael, CA

Veterans Memorial Auditorium Water Infiltration Controls
 County of Marin Public Works
 San Rafael, CA

Corte Madera Library, Path of Travel and Restroom Upgrades
 County of Marin Public Works
 Corte Madera, CA

GSA Renovation
 County of Marin Public Works
 San Rafael, CA

Assessments and Mixed Design
 Marin County Free Library
 Marin County, CA | 4 Locations

Health & Human Services, Facilities Improvements
 County of Marin Public Works
 San Rafael, CA

Francisco Park
 San Francisco Recreation & Parks
 San Francisco, CA



PERRY WEXELBERG AIA

Architectural Project Manager



Perry's experience with 450 Architects includes government, educational, residential and public open space projects. With prior teaching and construction experience, Perry brings invaluable skills and insights to projects and effectively communicates design concepts to clients, contractors and stakeholders. His project management and communication skills have enabled complex projects with extensive stakeholder groups to make efficient decisions and achieve successful outcomes while adhering to tight project schedules and budgets.

EXPERIENCE

8 Years with 450 Architects

9 Years Total

CA Licensed Architect #C-39770

EDUCATION

Master of Architecture, Yale School of Architecture, New Haven, CT

Bachelor of Art, Studio Art, UC Santa Cruz, Santa Cruz, CA

UC Education Abroad, New Zealand Massey University

PROJECT EXPERIENCE

Veterans Memorial Auditorium Parking Lot Improvements
County of Marin Public Works
San Rafael, CA

Veterans Memorial Auditorium Water Infiltration Controls
County of Marin Public Works
San Rafael, CA

Corte Madera Library, Path of Travel and Restroom Upgrades
County of Marin Public Works
Corte Madera, CA

GSA Renovation
County of Marin Public Works
San Rafael, CA

Assessments and Mixed Design
Marin County Free Library
Marin County, CA | 4 Locations

Health & Human Services, Facilities Improvements
County of Marin Public Works
San Rafael, CA

Francisco Park
San Francisco Recreation & Parks
San Francisco, CA



KELLY ELMORE LEED AP BD+C

Design Architect Lead - Designer, Sustainability Specialist

Kelly is committed to designing spaces that are thoughtful, sustainable, and resilient. She is LEED accredited and has experience in projects achieving net zero energy. Kelly provides insight to minimizing environmental impact and maximizing energy efficiencies, delivering measurable project success in lowering operating costs and producing healthy environments designed to last.

EXPERIENCE

2 Years with 450 Architects

7 Years Total

EDUCATION

Bachelor of Architecture, University of Oregon, Eugene, OR

Zero Net Energy Class, UC Berkeley

PROJECT EXPERIENCE

Veterans Memorial Auditorium Parking Lot Improvements
County of Marin Public Works
San Rafael, CA

Veterans Memorial Auditorium Water Infiltration Controls
County of Marin Public Works
San Rafael, CA

Zero Net Energy, Mental Health Services Renovation*
City of Berkeley
Berkeley, CA | 8,390 SF | \$4.9M

Public Library Downtown Makerspace*
City of Redwood City
Redwood City, CA | 1K SF | \$620K

Veterans Memorial Senior Center*
City of Redwood City
Redwood City, CA | 50K SF | \$66M

Laney College Theater Renovation*
Laney College
Oakland, CA | 41,120 SF | \$20.9M

**Projects prior to joining 450*

SUBCONSULTANT

Landscape Architecture - BASE

ABOUT BASE

BASE Landscape Architecture, Inc. is an award winning landscape architecture studio, passionately dedicated to sensible improvement of the outdoor environment, and engaged in a wide range of local projects. With emphasis on innovation and sustainable approach to design, we direct the creative energy of our talented team toward designing memorable and inclusive spaces for the users of multi-unit housing developments, schools and college campuses, learning centers and children's environments, parks, streetscapes, urban agriculture and more. Our capabilities extend from master planning and multilingual community engagement to concept design, schematic design and design development, construction documentation, assistance in bid procurement and construction administration. We are well versed in CalGreen requirements, Green Point Rating and LEED certification, Bay Friendly Landscaping principles, Low Impact Development (LID) strategies, and familiar with current applicable codes for outdoor water use, storm water management, ADA standards, play safety, and the like.

The core of our business is to collaborate with clients and users to strategically design outdoor environments that support their goals. Our landscapes have measurable positive impacts on work productivity, people's health and well-being, and on nature recovery. We design environments that are valued for their aesthetic beauty, rich experiences, and stories they help create. Our designs are playful, durable and smart.

BASE is wholeheartedly committed to projects that allow people to connect with each other and with nature. We believe in the value of collaborating with community members, local artists and consultants of related trades. We are keenly aware that access to food, nature, education and community can have a transformative effect on people of all ages. And we are passionate about designing lasting, sustainable spaces that will have a positive impact on generations of people.

BASE has been recognized through national and international press and by the American Society of Landscape Architects. We are sought out for our track record of successful project outcomes, hand-crafted designs, transparent communication, unconventional solutions, and our pursuit of well-being, quality and authenticity.

Years in Business: 12

Number of Employees: 9

Disadvantaged Business Enterprise (DBE) Women Business Enterprise (WBE), SF

Micro Local Business Enterprise (MLBE), SF

Local Business Enterprise (LBE), SF

Minority Business Enterprise (MBE) Small Business Enterprise (SBE) Micro Small Business Enterprise (Micro SBE)

RELEVANT PROJECTS

- Corte Madera Library, CA
- Felton Library Discovery Park, Felton CA
- Richmond Library, Richmond CA
- Sequoia High School, Historic Japanese Garden, Redwood City, CA
- Mitchell Park Apartments, Palo Alto, CA

POINT OF CONTACT

Patricia Algara, RLA - Founding Principal



Felton Lib Discovery Park Santa Cruz County Dept. Parks

Felton, CA | 1.5 Acres | Landscape Architect

BASE worked with the Santa Cruz County to design a creek restoration, environmental education park and interpretive trail adjacent to the new local Library.

The Felton Discovery Park drew on community outreach events to help us design this interactive nature discovery park, and an interpretive nature loop trail. The new project is aligned with the Parks Department’s Draft Strategic Plan and project partners include Felton Library Friends, the Santa Cruz Public Library, the County Department of Public Works, and the San Lorenzo Valley Water District.



Corte Madera Library County of Marin, DPW

Corte Madera, CA | .27 Acre | Landscape Architect

In collaboration with 450 Architects, BASE is designing the outdoor landscape areas to provide universal access to the library main entry. By designing an elevated walkway, we are providing not only accessible paths of travel, but also creating new rest areas along the path. These new areas along the path consist of viewing platforms and concrete benches with wooden tops. When walking along the path one can sit, read, and contemplate in the garden. Another goal of the project is to preserve the existing redwood trees. In order to accomplish that goal part of the new walkway is made of timber.



PATRICIA ALGARA ^{RLA}

Landscape Lead - Founding Principal

Patricia is a recognized leader in coalition building and community-driven design. She creates landscapes that immerse children and families of all backgrounds and abilities in learning, exploration and play. Her work with Bay Area municipalities and School Districts and clients such as the Children’s Museum of Sonoma County connects communities with the built and natural worlds. A native Spanish speaker, she has engaged Spanish-speaking communities as collaborators in projects from master plan to urban agriculture initiatives.

EXPERIENCE

12 Years with BASE

17 Years Total

CA License 6691

EDUCATION

Master of Landscape Architecture, University of California, Berkeley

Diploma in Earth Sciences Biosphere 2 Columbia University, Tucson, AZ

BA Latin American Studies, University of Arizona, Tucson

PROJECT EXPERIENCE

Corte Madera Library, Path of Travel and Restroom Upgrades*
County of Marin Public Works
Corte Madera, CA

Felton Library Discovery Park
Felton CA

Mitchell Park Apartments
Palo Alto, CA

GISSV Kinder
Mountain View, CA

Carlmont Day Care
Belmont CA

USCG CDC New Child Development Center, Training Center (TRACEN)
Petaluma, CA

Longfellow Middle School, Community Outreach and Modernization
Berkeley, CA

Michelle Obama School, New Campus
Richmond, CA

**Projects with 450 Architects*



YULIYA DIMITROVA-ILIEVA

Landscape - Project Manager



Yuliya is a landscape designer with ten years of landscape architectural experience. She has worked as a designer and project manager on projects in California, North and South Carolina, Oregon, Mexico, and Europe. Yuliya was an adjunct instructor in the Department of Landscape Architecture at University of Oregon, and has served as a design studio critic at UC Berkeley and UC Davis. Her professional work includes projects such as school campuses, playgrounds, parks, mixed-use developments, senior housing, streetscapes, museums, memorials, urban plazas and pedestrian bridges.

EXPERIENCE

2 Years with BASE

11 Years Total

EDUCATION

Master of Landscape Architecture, University of Oregon, Eugene, OR

Master of Fine Arts, and Teaching University of Veliko Turnovo, Bulgaria

PROJECT EXPERIENCE

Corte Madera Library, Path of Travel and Restroom Upgrades*
County of Marin Public Works
Corte Madera, CA

Ohlone Park (East)
Berkeley, CA

Ohlone Park
Berkeley, CA

Mitchell Park Place
Palo Alto, CA

Yosemite Creek Daylighting
San Francisco, CA

Cedar Rose Playground Renovation
Berkeley, CA

Achieve Academy
Oakland, CA

Lone Tree School Site
Brentwood, CA

San Antonio Senior Housing
Palo Alto, CA

**Projects with 450 Architects*



JENNIFER IVANOVICH^{RLA}

Landscape - Technical Director



Jennifer's approach to landscape architecture has been highly influenced by her background in ecology and systems biology. She strives to find the connections between the living beings that inhabit the site and the impact of their behaviors over time in order to create practical yet aesthetic designs. Over the past 20 years, Jennifer has worked on schools, parks, multi-family housing, single family residences, hotels, mixed-use buildings, and habitat restoration projects. Having worked side by side with architects for many years, she is well versed with the interface of buildings and landscape.

EXPERIENCE

20 Years Total

CA Licensed 6357

EDUCATION

Master of Landscape Architecture University of California, Berkeley

BA, Biological Aspects of Conservation and Spanish Language, University of Wisconsin, Madison

PROJECT EXPERIENCE

Veterans Memorial Auditorium Parking Lot Improvements
County of Marin Public Works
San Rafael, CA

San Leandro Unified School District; Bancroft Middle & McKinley Elementary Schools*

San Rafael Unified School District; Coleman Elementary School*

Sacramento Unified School District; Sacramento High Edible Schoolyard*

Truckee Artist Lofts
Truckee, CA*

Jefferson Elementary School Faculty Housing
Daly City, CA*

1304 El Camino Real Transitional Housing
Redwood City, CA*

Oak Knoll Retail Plaza
Oakland, CA*

ArtX Hotel
Palo Alto, CA*

SUBCONSULTANT

Structural Engineering - ZFA

ABOUT ZFA

Since 1974, ZFA Structural Engineers (ZFA) has been assisting local agencies in a wide variety of public works, economic development, education, and civic projects. ZFA has experience studying existing facilities, analyzing and designing new structures, strategizing about the best approach for repairs, and participating in the construction administration process of public facilities. With a staff of more than 85 people, our firm has fully integrated offices in Silicon Valley, San Francisco, Sacramento, Napa, and Santa Rosa. Our team includes 27 licensed Structural Engineers and 21 Professional Engineers.

POINT OF CONTACT

Angie Sommer, SE, will serve as the Principal-In-Charge and will be the main point of contact for the term of this contract. | P: 415.243.4091 x210 | E: angies@zfa.com

See resume on following page.

RELEVANT CASE STUDY



Veteran's Memorial Auditorium, Marin Public Works

San Rafael, CA | 22.5K SF | Structural Engineer

ZFA provided structural engineering services to evaluate and begin to address extensive structural issues in the aging, historic Marin County Veterans' Memorial Auditorium (VMA) building. The original scope of work for this project was in response to an RFP issued by the County of Marin to investigate and mitigate various ground-level and subsurface issues relating to failure of waterproofing and drainage systems throughout the building.

Subsequently, the scope was enlarged to include a more robust evaluation of the current condition of the building.

ZFA's scope included three items that were compiled together in one condition assessment report:

1. Specific Areas of Damage

A number of known issues in the building were obvious candidates to be investigated and included in the condition assessment report. The report also posed possible concept-level solutions for each of the damaged areas:

- Lift Pit: Investigate and remediate water ingress, corroded steel plates, and hydraulic system issues.

- Green Room: Address settlement of the ground floor slab, explore foundation issues, and examine steel pipecolumns.
- North and South Lobby Slabs: Collaborate with the geotechnical engineer to assess the settled slab and explore potential hollow areas.
- Auditorium Slab: Investigate settlement similar to the lobbies.
- Trench Drains: Install new drains to mitigate water intrusion, considering structural impacts on existing foundations.

2. Forensic Study

In addition to the known deficiencies above, a limited investigation of the foundation was performed. This involved an extensive as-built document review to understand the existing foundation conditions (in which the original cast-in-place concrete pier foundation design was substituted for driven piles during construction) as well as site investigation and materials testing of foundation elements. As part of this work, ZFA developed destructive demo plans and materials testing scope in collaboration with geotechnical and testing subconsultants.

3. Review Previous Seismic Upgrades

To understand the current seismic condition of the building, a review of known previous seismic upgrades and evaluations was completed to inform the owners about potential additional risk factors present in the building due to deficient seismic forceresisting systems or elements.

These three main items were woven together into a condition assessment report that included findings from visual observations, review of existing drawings, materials testing (by others), and geotechnical investigations (by others) to understand the root causes to the deficient site conditions.



ANGIE SOMMER SE

Structural Engineer Lead - Principal



For 19+ years, Angie has served in the role of engineer of record, project manager, and design engineer for projects in a wide variety of sectors that include new construction, modernizations and seismic evaluations. Her current work focuses on the education and senior living sectors, but she continues to work in the public, commercial and other sectors. Angie excels in strong communication, active listening, and finding the right solution for each unique problem. She leverages her own expertise and the expertise of her colleagues to find the most appropriate path for each project. She is naturally curious and diligent in her designs, documentation, and communication.

EXPERIENCE

13 Years with ZFA
19 Years Total
CA Structural Engineer 6013
CA Civil Engineer 72445

EDUCATION

Bachelor of Science,
Architectural Engineering
California Polytechnic State
University, San Luis Obispo

PROJECT EXPERIENCE

**Marin County Cultural Services
Office Renovation***
San Rafael, CA

**Marin County Veterans' Memorial
Auditorium (VMA)***
San Rafael, CA

**Novato Charter
School Modernization***
Novato, CA

**Structural Condition Assessment
& Seismic Retrofit
Library Assessments***
Marin County, CA | 4 sites

**San Rafael High School
Administration Building Remodel**
San Rafael, CA

**San Rafael High School
STEAM Building**
San Rafael, CA

**Projects with 450 Architects*

SUBCONSULTANT

Mechanical, Electrical & Plumbing - EDesignC

FIRM OVERVIEW

EDesignC is a multi-discipline engineering firm established in San Francisco in 2008. The firm is led by Principals Rosanna Lerma, PE, LEED AP, with 30+ years of experience in the A/E industry, and Stephen Howarter, PE, with 18 years of experience leading design teams, including multi-discipline, integrated teams. EDesignC provides specialized energy and building systems designs that integrate innovation and efficiency.

PUBLIC AGENCY CLIENTELE

EDesignC has provided services to over two dozen public agencies in Northern California and has been awarded nearly two dozen contracts on an on-call/as-needed basis. The firm has extensive experience working with multi-project, multi-site contracts.

REGIONAL EXPERIENCE: MARIN COUNTY

- Showcase Theater HVAC Replacements
- Health & Human Services Tenant Improvement, No. Redwood Facility
- County Garage Fleet EV Charging Stations.
- Corte Madera Library, Path of Travel & Restrooms ADA Compliance

FIRM INFORMATION

Established 2008

California Corporation

Fifteen (15) Years In Business

Three (3) Bay Area Branch Offices

San Francisco, Oakland, Pleasant Hill

SCOPE OF SERVICES

Mechanical/Plumbing/Electrical,

Fire Alarm/Fire Protection,

Low Voltage,

Telecommunications,

Security Access and Controls

STAFFING PROFILE

Minority/Women-Owned Business

Twelve (12) staff members

POINT OF CONTACT

Rosanna Lerma, PE, LEED AP *Principal + QA/QC*

P: (415) 963-4303 x100

E: rosanna@edesignc.com



Francisco Park Francisco Park Conservancy

San Francisco, CA | 4.5 Acre | MEP Engineering Services

Located on the City's first reservoir, this 4.5 acre site is on a steeply sloping hillside in the densely populated neighborhood of Russian Hill and provides sweeping views of the entire Bay Area. Collaborating with 450 Architects, the team's design includes measures to minimize the use of municipal drinking water. The 500,000 gallon stormwater harvesting system will capture all on site water runoff to be reused for irrigation and toilet flushing, and aims for Net Zero Water usage.



Health and Human Services Facility County of Marin

San Rafael, CA | 51K SF | MEP Engineering Services

On this 5-year capital improvements project, EDesignC partnered with 450 Architects provide architectural and engineering design services for facility improvements and maintenance. The scope includes exterior and interior areas of two buildings, connecting bridge and plaza. The exterior work involves evaluation for improvements and/or replacement of 300+ single pane windows, wood sills and siding.



ROSANNA LERMA PE, LEED AP
 Electrical Engineer Lead - Principal In Charge



Rosanna founded EDesignC with a heartfelt commitment to community service and the forward movement of functional, service-oriented, and user-beneficial building systems. She has built a resume and reputation of 30+ years of commitment to sustainability design and professional community involvement. In the 15 years that EDesignC has been in business, Rosanna has led the firm working with some of the Bay Area's most leading public agencies servicing civic spaces, recreation and community learning environments, and parks and recreation.

EXPERIENCE
 15 Years with EDesignC
 40 Years Total
 CA Electrical Engineer #E15977

EDUCATION
 B.S. in Electrical Engineering,
 University of the Pacific

- PROJECT EXPERIENCE**
- Corte Madera Library, Path of Travel & Restrooms ADA Compliance***
Corte Madera, CA
 - Marin County Health and Human Services Tenant Improvements***
San Rafael, CA
 - Marin County Showcase Theater HVAC Replacements**
San Rafael, CA
 - Marin County Garage Fleet EV Charging Stations**
Marin County, CA | Various Locations

- Big Break Visitor's Center at the Delta**
Oakley, CA
- Presidio Officers' Club and Heritage Center, Renovations and Modernization**
San Francisco, CA
- The Randall Museum, Rehabilitation and Modernization**
San Francisco, CA

**Projects with 450 Architects*



STEPHEN HOWARTER PE
 Project Manager, Principal Electrical Engineer



Stephen has a passion for the design of environments that have significant impact on the daily lives for California's population. Since its inception, Stephen has led EDesignC's multi-discipline team and subconsultant partners working with numerous public agencies, with an emphasis on education projects from K-12 to higher education and community projects from learning environments and recreation. Projects led by Stephen have achieved LEED certification at the Silver, Gold and Platinum levels.

EXPERIENCE
 15 Years with EDesignC
 19 Years Total
 CA Electrical Engineer #E18568

EDUCATION
 B.S. in Electrical Engineering,
 California Polytechnic State University, Pomona

- PROJECT EXPERIENCE**
- Francisco Park***
San Francisco Recreation & Parks
San Francisco, CA
 - Big Break Visitor's Center**
Oakley, CA
 - Presidio Officers' Club and Heritage Center, Renovation and Modernization**
San Francisco, CA
 - The Randall Museum, Rehabilitation and Modernization**
San Francisco, CA

- Garfield Pool Renovation at Garfield Square Park**
San Francisco, CA
- Balboa Pool Renovation at Balboa Park**
San Francisco, CA
- Lincoln Recreation Center Renovation Project**
Oakland, CA

**Projects with 450 Architects*



JAMES DYER PE, LEED AP

Sr. Plumbing/Mechanical Engineer



Jim has 30 years of experience as a Mechanical Engineer in California performing HVAC and plumbing designs for multi-family residential, commercial, institutional, retail, health care and governmental projects. Jim provides Mechanical and Plumbing design support on the project.

Jim has designed solar thermal systems that help facilities with high heating loads offset energy usage. He is an AutoCAD expert (including customization) and proficient in Revit, HVAC 3D modeling, Trace and EnergyPro as well as experience with EQuest.

EXPERIENCE

11 Years with EDesignC
30+ Years Total
CA Mechanical Engineer #25378

EDUCATION

B.S. in Mechanical Engineering,
California State
University, Sacramento

PROJECT EXPERIENCE

**Marin County Showcase Theater
HVAC Replacements**
San Rafael, CA

**Hunter's Point Community Center
Demonstration Project included
Photovoltaic System**
San Francisco, CA

**Marin County Showcase Theater
HVAC Replacements**
San Rafael, CA

**Solano Community College
District; HVAC Improvements**
Vallejo, CA

**Big Break Visitor's Center at the
Delta, EBRPD**
Oakley, CA

**Woodland Community College;
Upgrade and Modernization**
Woodland, CA

**Ohlone Community College,
Utilities Master Plan**
Fremont, CA

**Historic California Hotel,
Rehabilitation/Renovation**
Oakland, CA



BRUCE DOUGLAS PE

Senior Mechanical Engineer



Bruce has a 30-year, multi-faceted career in the areas of Energy Management, Community Building, Construction, Fabrication, and Project Management. His experience is in performing Energy Analysis, HVAC, Plumbing, Fire Protection designs and Commissioning, including Title 24 compliance. Retrofit, remodel, renovation/rehabilitation and new construction. Bruce excels at adapting to new social-technical situations and enjoy work that brings diverse people on-board with projects.

EXPERIENCE

10 Years with EDesignC
30+ Years Total
CA Mechanical Engineer
#M25957

EDUCATION

Bachelor of Science, Mechanical
Engineering; University
of Michigan

PROJECT EXPERIENCE

**Marin County Health and Human
Services Tenant Improvements***
San Rafael, CA

**Ohlone Community College,
Utilities Master Plan**
Fremont, CA

**Oakland USD Central Kitchen,
Instructional Farm, and Education
Center**
Oakland, CA

**Oakland USD Fremont High
School, Transformation Project**
Oakland, CA

**Solano Community College
District; HVAC Improvements**
Vallejo, CA

**Palo Alto USD Modernization and
Upgrades**
Palo Alto, CA

**San Francisco Public Works
SFMTA, Fire Alarm Studies**
San Francisco, CA

Cambrian Center Renovations
San Jose, CA

**Projects with 450 Architects*



SUBCONSULTANT

Structural Engineering - BKF

ABOUT BKF

Delivering Inspired Infrastructure for over 109 years. Since 1915, BKF Engineers has earned a reputation for its ability to successfully plan, design, survey, and implement complex projects. BKF follows a project from inception to completion by helping our clients acquire adequate funding to achieve their project goals successfully.

SERVICES

We provide the design, implementation, and construction assistance to help projects be funded and built. This proven approach recognizes that developing dynamic projects is informed by focused team collaboration, mitigating physical constraints and potential risks, and balancing design goals with value engineering solutions.

Through our network of 16 west coast offices, BKF provides civil engineering, land surveying, land planning services, and funding resources for government agencies, institutions, developers, design professionals, contractors, school districts, and corporations. Facilitating the unique permitting and expertise requirements of projects, we provide a number of specialty services, including agency permit expediting, grant/funding strategies, sustainable infrastructure, site accessibility consulting, hydrology/hydraulics, traffic signal and traffic handling designs, utility locating services, automated construction surveying monitoring, and 3D laser scanning. BKF's decades of engineering, surveying, and planning experience is evident in our legacy projects throughout the west coast. By leveraging our diverse project portfolio in combination with innovative design solutions, BKF's team of more than 500 experienced staff is dedicated to successfully delivering sustainable and dynamic projects for our communities and partners.

BKF's service in the public markets is founded on delivering quality work through exceptional communication. We understand the public agency's needs for quality infrastructure at an affordable cost along with their desires to address longterm maintenance needs and funding, sustainability, and public safety.

BKF's current portfolio spans the spectrum of the community/civic markets including civic centers, special use public building, parks and recreation.

Contracted through either on-call engagements or specific individual projects, BKF facilitates projects from inception through final completion.

VALUES

BKF's core principles lead us to validate, develop, communicate, and deliver projects. We validate the design parameters, stakeholders' concerns, and program requirements. We develop deliverables that provide innovative and contextual based solutions. We communicate effectively through the progress to meet expectations. BKF delivers innovative projects that are economical, sustainable, and respectful of the communities we serve.

POINT OF CONTACT

Tim Heffernan, PE - Senior Project Manager



Seven Trees Lib & Community Center City of San Jose

San Jose, CA | 60K SF | Civil Engineering

BKF provided the civil engineering services for programming, master planning and site design of a replacement community center and branch library at Solari Park. Feasibility studies were performed to evaluate the existing structures and park elements in the context of the 12-acre Park Master Plan. Amenities include exterior courtyards, preservation of significant “seven trees” and playground area. Significant biological stormwater treatment measures were implemented for roof drains and parking lots and utilized reclaimed water for landscaping and restrooms. *LEED Gold Certification*



Hillview Community Center City of Los Altos

Los Altos, CA | 24.5K SF | Civil Engineering

State-of-the art structure that replaced the old, dilapidated Hillview Community Center at 97 Hillview Avenue in Los Altos. The center offers among its features: meeting and workout rooms; dedicated spaces for seniors and teens; a commercial kitchen; spacious lobby and courtyard areas; a bocce ball court; a play structure; and a cafe. The building was designed to achieve LEED Gold equivalency with photovoltaic panels and features a pathway connecting the library and community center. BKF provided the civil engineering design services associated with the project.



TIM HEFFERNAN PE

Civil Engineer Lead - Senior Project Manager

Tim has 24 years of experience in civil engineering design of site development, urban renewal and redevelopment programs, and street and utility improvements projects. He will provide key expertise and be a vital team member for the design team. His responsibilities have included site grading, utility design, stormwater management design, SWPPP preparation/QSD services, specification preparation, construction administration, and cost estimating. Tim will be responsible for the day-to-day project coordination and design.

EXPERIENCE

24 Years with BKF
Professional Civil Engineer, CA
No. 67089
Qualified SWPPP Developer and
Practitioner (QSD/P), No. 01131

EDUCATION

B.S., Civil Engineering, University
of California, Davis

PROJECT EXPERIENCE

**Veterans Memorial Auditorium
Parking Lot Improvements***
County of Marin Public Works
San Rafael, CA

**Veterans Memorial Auditorium
Water Infiltration Controls ***
County of Marin Public Works
San Rafael, CA

Mountain View Children’s Center,
Mountain View, CA

**City of Millbrae
Community Center Project**
Millbrae, CA

Parkmerced
San Francisco, CA | \$1.2B |
Multifamily

**San Mateo County Youth
Services Center**
San Mateo, CA

Colma City Hall
Colma, CA

**Projects with 450 Architects*



Building Enclosure - McGinnis Chen Associates

ABOUT

McGinnis Chen Associates, Inc. (MCA/Building Enclosure Consultant) is a San Francisco-based, minority-owned and managed SBE certified A/E firm. Founded in 1963 and pioneers in the industry, we have specialized in exterior building enclosure and waterproofing projects by providing design consultation, new construction peer review, property condition assessments, diagnostic/remedial rehabilitation, schematic design, construction budgeting, design development, construction documentation and specifications, bidding and contract services, construction administration, specialty testing, performance mock-up and field testing, third-party certification and construction monitoring, complemented by a working understanding of the legal procedures involved in litigating defective buildings.

PORTFOLIO

MCA has performed work in local, state, and federal jurisdictions. We are required to deal with a number of agencies on most large projects. We currently serve multiple master agreements for public and institutional agencies:

- SFPW Waterproofing As-Needed as Prime,
- SFPW As-Needed Design Services as Consultant to Prime,
- SFPW As-Needed Architectural Health Facilities as Consultant to Prime
- SFUSD Roofing/Waterproofing Consulting and Inspection Services,
- City of Sacramento As-Needed Waterproofing Consultation,
- UC Davis Blanket Agreement to include Architecture, Roof Failure/Investigation, and Value Analysis/Life Cycle Budgeting,

SERVICES

MCA understands contract requirements, standards, budget and time restrictions, and overall requirements needed for architectural consulting services to multiple agencies in the State of California. We have provided services on nearly every type of building occupancy and construction category from high rises to hospitals; water plants to office buildings; California State Supreme Court to county jails and university halls to maintenance facilities.

Having successfully designed waterproofing and roofing systems for new construction, renovation, and restoration projects of all construction and building types and sizes, we believe our firm brings many unique advantages to the Project.

- 61 years of expertise in designing and integrating various building enclosure and waterproofing assemblies.
- Specializing in the field of building enclosure, our professional services yield highly effective technical evaluations, remedial design and maintenance solutions for all types of buildings and facilities.
- We have successfully designed, restored or rehabilitated thousands of building enclosures. Many of these projects have been institutional, governmental and commercial projects, ranging from the rehabilitation of residential units to landmark building exteriors.
- MCA is experienced in coordinating work and resolving complex issues between design teams and the various Specialty Consultants.
- We can produce in-house complete construction document packages to ensure proper integration of all building systems, exterior and interior.
- MCA employs 26 professionals including licensed architects and engineers, AAMA Fenestration Masters, CCS, RRO, CASp and LEED AP.

POINT OF CONTACT

Jeff Chen, AIA, LEED AP – Sr. Principal-in-Charge (42 years with MCA)

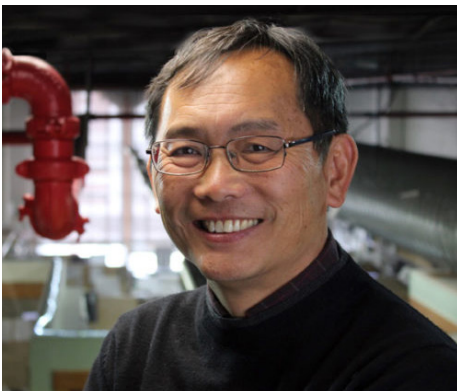
Jeff will provide project oversight, waterproofing consultation, remediation expertise, peer review as well as quality control for the implementation of the waterproofing systems. Jeff is a recognized expert in the building enclosure and waterproofing consultation.



VMA Water Infiltration Controls County of Marin

San Rafael, CA | 43K SF | Building Enclosure

In collaboration with 450 Architects, the Conditions Assessment addressed structural foundation, floor slabs and grade beams; geotechnical reviews of below grade soils; mechanical, electrical, plumbing and fire life-safety systems; below grade waterproofing and building enclosure; and ADA access throughout the site. The 450 Architects' design team discovered numerous deficiencies beneath the structure and is working with the Marin County Cultural Services Department, Department of Public Works Sr. Project Manager, historical personnel, contractors, vendors and numerous stakeholders and end-users to develop a remediation vision for the VMA.



JEFF CHEN AIA, LEED AP Building Enclosure Lead - Sr. Principal



McGinnis Chen Associates INC
BUILDING ENCLOSURE CONSULTANTS

Jeff Chen will serve as Principal-in-Charge for the property condition assessment and remediation design program. With experience accumulated over 42 years of professional practice, Jeff brings a high level of technical and design expertise to the Project. Besides his experience with a full scope of traditional architectural services of programming, design, construction documentation, and administration, he is a respected expert in roofing and waterproofing system design and specification, peer review, forensic investigation, and remedial reconstruction supervision.

EXPERIENCE

42 Years with McGinnis Chen
42 Years Total
California License C17977

EDUCATION

Bachelor of Science, Civil Engineering, Cooper Union, New York
Bachelor of Architecture, Cooper Union, New York

PROJECT EXPERIENCE

Sonoma County Junior College District Condition Assessment
Santa Rosa, CA

Sacramento County Main Jail Replacement
Sacramento, CA | Assessment study, remedial design, construction documents

Paramount Theatre of the Arts
Oakland, CA | Historic Preservation

Russ Building, 235 Montgomery Street
San Francisco, CA

Hallidie Building, 130 Sutter Street
San Francisco, CA

Shell Building
San Francisco, CA

Ghirardelli Square Rehabilitation
San Francisco, CA

The Walt Disney Family Museum
San Francisco, CA

San Francisco City Hall
San Francisco, CA | Conditions Survey

SUBCONSULTANT

Cost Estimation - Leland Saylor Associates

COMPANY BACKGROUND

For over 60 years, the experienced staff professionals at Leland Saylor Associates (LSA) have shaped the field of construction consulting. LSA is a certified small and disabled veteran owned (DVBE) design and construction consulting firm providing expertise in the areas of cost estimating, project controls, value engineering, and claims analysis. Nationally recognized throughout the industry, LSA has built its reputation on innovation and expertise in a wide range of integrated construction management services. With special expertise in project management, cost estimating, project controls, value engineering and scheduling, LSA continues to develop new approaches to maximize cost savings in an ever-changing business environment.

LSA possesses an expansive array of cost estimating experience representing civil, structural, architectural, plumbing, fire protection, electrical and HVAC trades. Our estimators possess licenses and certification in cost estimating, quantity surveying, engineering, and LEED certification. Right from the projects' inception, our estimators create a CSI or Unifomat systems cost model based upon similar projects. Saylor's own cost database is constantly informed with the latest cost information from our construction trade subcontractor relationships and bid results, both regionally and nationally. Our attention to detail and our commitment to accuracy often result in estimates within 1% to 3% of actual bid.

LSA offers our clients some of the most experienced cost estimators in the construction industry. Many of our estimating personnel have between 10 and 40 years of experience of which many are Certified Professional Estimators and Certified Quantity Surveyors. Saylor staff is comprised of dedicated construction professionals with many years of hands-on cost estimating and scheduling experience, specializing in transit, infrastructure, civic, healthcare, and public-school design, and construction projects. All personnel work daily on actual design and construction projects, as well as construction claims analysis, assuring that LSA is always current in all matters of construction practice and procedure.

PRIMARY CONTACT/PROJECT PRINCIPAL

Jeff Saylor | jsaylor@lelandsaylor.com | 415-291-3200

SELECT CIVIC EXPERIENCE

LSA has worked almost every government agency in the State of California including the USDA, California State Parks, National Park Service, Judicial Council of California (JCC), Department of General Services, Division of the State Architect, California Department of Corrections, California Highway Department (Caltrans), and Department of Veterans Administration. Our experience with various Public Works departments spans municipal and county agencies across California. The firm has worked on more than 4,000 commercial, institutional, and civic buildings, including numerous municipal, state, and federal parks and recreational facilities. LSA's experience includes cost planning, estimating, and scheduling on all types of civic building projects including civic centers, city halls, public safety buildings, fire stations, office buildings, correctional facilities, medical centers, performing arts complexes, schools, libraries, parking structures, and many other municipal building types within urban environments to meet zoning, ADA and Title 24 requirements.

SELECT CITY HALL/CIVIC CENTER PROJECT LIST

LSA has provided cost estimating services for over 35 civic center master planning projects including the Pasadena City Hall, Escondido City Hall, Lancaster City Hall, Beverly Hills City Hall, Santa Monica Civic Center, City of Temecula Civic Center, Camarillo City Hall, and South San Francisco Civic Center. A further list of our civic center/city hall projects is as follows:

- Livermore Civic Center
- County of Contra Costa New Administration Office Building, Martinez, CA
- County of Contra Costa County, Sherriff's Emergency Operations Center, Martinez, CA
- Los Angeles New Civic Building (LASCB), Los Angeles, CA
- Beverly Hills City Hall
- As-Needed Construction Management and Support Services, County of Los Angeles Internal Services Department, Los Angeles, CA
- Campbell City Hall Structural Retrofit
- City of San Francisco City Hall Elevator Upgrades
- San Francisco State Office Building, San Francisco, CA
- City of Chino Civic Center Master Plan
- City of South San Francisco New Community Civic Campus
- Reagan State Office Building, Los Angeles, CA
- San Francisco State Office Building, San Francisco, CA
- City of Los Angeles New Civic Building (LASCB)
- Temecula Civic Center
- City of Tracy, Civic Center Expansion
- East Lathrop Community Center
- Tuolumne County Master Plan
- Novato City Center Relocation Master Plan
- San Ramon City Center, San Ramon, CA
- Benicia Police Facility and Civic Center Improvements, Benicia, CA
- Concord City Hall Building
- Kern County Administration Building, Bakersfield, CA
- East Los Angeles Municipal Courthouse
- Emeryville City Hall
- El Cerrito City Hall and Police Dept.
- Millbrae City Hall Renovation
- San Ramon City Center, San Ramon, CA
- West Hollywood Civic Center



San Rafael, CA | 43K SF | Cost Estimator

In collaboration with 450 Architects, the Conditions Assessment addressed structural foundation, floor slabs and grade beams; geotechnical reviews of below grade soils; mechanical, electrical, plumbing and fire life-safety systems; below grade waterproofing and building enclosure; and ADA access throughout the site. The 450 Architects' design team discovered numerous deficiencies beneath the structure and is working with the Marin County Cultural Services Department, Department of Public Works Sr. Project Manager, historical personnel, contractors, vendors and numerous stakeholders and end-users to develop a remediation vision for the VMA.



JEFF SAYLOR

Cost Estimation - Project Manager, Sr. Cost Estimator



Jeff Saylor has over twenty years of experience developing cost estimates for, state office buildings, municipal offices, city halls, civic centers, and other civic facilities. Mr. Saylor possesses extensive experience with DSA, OPSC, and Title 24 requirements, and has led LSA's estimating efforts to ensure that our wide range of civic and other public agency estimates are compliant. Mr. Saylor will be responsible for overseeing and directing the development of cost estimates, ensuring the involvement of details and project elements as required.

EDUCATION

B.S., Business, California State University, Chico

PROFESSIONAL AFFILIATIONS

American Society and Professional Estimators

PROJECT EXPERIENCE

Livermore Community Civic Center Renovations and Improvements
Livermore, CA | 79,925 SF | \$15.3M

Chino Civic Center Master Plan
Chino, CA | 16 acres | \$413.9M

City of South San Francisco, New Community Civic Center
S. San Francisco, CA | 75K SF | \$210M

City of Temecula Civic Center
Temecula, CA | 5 Phases

Livermore Police Training and Storage Facility
Livermore, CA | 15K SF

San Luis Obispo Police Station
San Luis Obispo, CA | 70K SF

San Lorenzo Library Building Extension
San Lorenzo, CA | 11,867 SF | LEED Silver

West Portal Library Renovation and Addition
San Francisco, CA | 8,000 SF

SUBCONSULTANT

Hazardous Materials - SCA Environmental

ABOUT

Established in 1992 as a California Corporation and headquartered in San Francisco, SCA is a multi-disciplinary environmental consulting firm. SCA's expertise includes site investigations, remediation (collectively referred to as geo-environmental services), and hazardous materials management (asbestos and lead) design services. SCA is certified as a Small, Women-owned Business Enterprise (SWBE) by the Women's Business Enterprise National Council (WBENC), Supplier Clearinghouse, and the Small Business Administration, among others.

SERVICES

Our environmental consulting capabilities include, but are no means limited to:

- Phase I and II Environmental Site Assessments
- Phase III Remediation Services
- Soil, Groundwater, and Soil-Vapor Investigations/Characterizations
- Human health & environmental risk assessments
- Hazardous materials investigations and remediation oversight
- Waste characterization evaluations
- Preparation of abatement and construction specifications involving hazardous materials remediation
- Construction and remediation support including cost estimating, mitigation monitoring and contractor compliance

SCA is confident that we have ample staffing and capacity to service this contract. SCA's Program Managers for each area utilize a diverse staff that includes the following personnel, all of which are available under this contract:

- 2 Certified Industrial Hygienists
- 2 Professional Engineers
- 2 Certified Safety Professionals
- 1 Certified Hazardous Materials Manager
- 2 Registered Environmental Property Assessors
- 3 Qualified SWPP Developers/Practitioners
- 12 CalOSHA Certified Asbestos Consultants (CACs) or Certified Site Surveillance Technicians (CSSTs)
- Ten (10) CDPH Lead Inspectors/Assessors, Designers, Monitors, or Sampling Technicians
- 10 40-hour OSHA HAZWOPER training with current 8-hour refreshers

Since our inception in 1992, SCA has provided a wide range of environmental consulting services to municipalities. SCA's expertise in environmental and air quality consulting has been recognized in current and past As-Needed Contracts with the San Francisco Public Works, County of San Mateo Public Works, County of San Mateo Project Development Unit, Ports of Oakland and San Francisco, Oakland Public Works Agency, South San Francisco Public Works Agency, San Francisco International Airport, and other local agencies and municipalities. SCA also has a proven record of providing similar industrial hygiene and environmental consulting services under these contracts for both planned and rapid response projects.

Our work has earned SCA an excellent reputation for the high quality of our field staff, the efficiency of our program management, and the technical excellence of our project managers, which will all be relevant for supporting the City on this contract.



Civic Center Plaza Repair San Francisco Public Works

San Francisco, CA | Environmental Consulting Services

SCA's assessment included the completion of four cores through the sidewalk pavement, shallow soil sampling, laboratory analyses, and a limited construction material assessment to evaluate the potential presence of asbestos and chemicals that may be encountered during repair work at the Site. The construction material assessment included analyses of paint on the steel railings for asbestos and lead, and samples of exposed aggregate curb for asbestos, and caulking at one stairwell leading to below ground parking at the Site for asbestos. Based on the results, shallow fill slated for excavation and removal during construction should be considered a non-RCRA, California hazardous waste due to elevated soluble metal concentrations identified. SCA provided periodic construction monitoring oversight during the removal of the pavement surfaces and underlying soil.



CHRISTINA CODEMO CHMM, CAC, REPA, CESP **SCA**
 Hazardous Materials Management - Principal ENVIRONMENTAL, INC.

Christina has over 25 years of experience with Hazardous Materials Management, Environmental Site Assessments, and remedial implementation projects involving contaminated soil and groundwater, underground storage tank closures, well construction and deconstructions, soil gas investigations, and hazardous materials management. Christina is the Program Manager for as-needed consulting services with the San Francisco International Airport (SFIA), County of San Mateo Department of Public Works, Zuckerberg San Francisco General Hospital (ZSFGH), San Francisco International Airport (SFIA), San Francisco Public Works (SFPW) and more.

CERTIFICATIONS

Hazardous Materials Manager #9761
 Asbestos Consultant #99-2649
 Registered Environmental Property Assessor #953197
 Environmental and Safety Compliance Officer (#729032)

EDUCATION

MS, Biology, Ecology, University of San Francisco
 BS, Environmental Science, University of San Francisco

PROJECT EXPERIENCE - ENVIRONMENTAL ASSESSMENTS

Twin Rivers Marisol Village Residential Redevelopment
 Sacramento, CA

Carroll Avenue Residential Redevelopment of Industrial Site
 San Francisco, CA

Karl Holton & DeWitt Nelson Youth Correctional Facilities
 Stockton, CA

Bernal Dwellings Residential Redevelopment
 San Francisco, CA

Easter Hills Redevelopment,
 Richmond, CA

Hayes Valley South Residential Redevelopment
 San Francisco, CA

Pier 70 Remediation & Redevelopment
 Port of San Francisco, CA

Hayes Valley North Residential Redevelopment
 San Francisco, CA



DAN LEUNG CIH, CSP, CAC, CDPH **SCA**
 Hazardous Materials Management - VP Industrial Hygiene ENVIRONMENTAL, INC.

Dan is one of the Certified Industrial Hygienists and Principals of SCA and has more than 20 years of experience in environmental consulting, industrial hygiene concerns, environmental assessments and remediation monitoring. Dan has an extensive history with managing site surveys for hazardous materials such as asbestos (including naturally-occurring asbestos), lead, PCBs, mercury-containing compounds, metals, petroleum hydrocarbons, and other environmental contaminants; remedial design and implementation; preparation of work plans and contract documents; and construction monitoring.

CERTIFICATIONS

Industrial Hygienist (10893CP)
 Safety Professional (23562)
 Cal/OSHA Certified Asbestos Consultant (#07-4175)
 CDPH Lead Inspector/Assessor, Monitor, Designer (#7329)

EDUCATION

MPH, Industrial Hygiene and Occupational Safety & Health, University of Hawaii
 BA, Chemistry, University of Hawaii

PROJECT EXPERIENCE

Caltrans Sampling and surveys along I880, I680, 101 and 280
 Contra Costa, Alameda, San Mateo and Santa Clara Counties, CA

Hunters Point Hazardous Materials Construction Management
 San Francisco, CA

BART Hazardous Materials Surveys and Industrial Hygiene Investigations
 California

Laguna Honda Hospital Industrial Hygiene Services
 San Francisco, CA

Port of Oakland, Hazardous Materials Investigations and Remediation
 Oakland, CA

SF General Hospital Hazardous Materials Investigations
 San Francisco, CA

SF International Airport Hazardous Materials Investigations
 San Francisco, CA



TUCKER KALMAN CAC, REPA, CDPH, QSD/QSP
 Hazardous Materials Management - Sr. Project Manager



Tucker has over 13 years of experience with Hazardous Materials Management and Environmental Site Assessments. He is a project manager for various contracts and assignments with the County of San Mateo Dept. of Public Works, Zuckerberg San Francisco General Hospital (ZFGH), San Francisco International Airport (SFIA), Port of Oakland (POK) and San Francisco Public Works (SFPW). He has designed and managed comprehensive surveys for asbestos, lead, PCBs, and other hazardous materials, and prepared abatement cost estimates and abatement work plans for small scale projects to large-scale projects throughout the SF Bay Area.

CERTIFICATIONS

- Asbestos Consultant (15-5384)
- Radon Professional (108599RT)
- CDPH Inspector Assessor (#25870)
- Qualified SWPPP Developer/
Qualified SWPP Practitioner (QSD/
QSP) (#26807)

EDUCATION

- MS, Environmental Management,
University of San Francisco
- BS, Environmental Science, San
Jose State University

PROJECT EXPERIENCE

- Carroll Avenue Residential
Redevelopment of Industrial Site**
San Francisco, CA
- Former Muni Maintenance Yard
Cleanup**
San Francisco, CA
- East Palo Alto Arts Center
Redevelopment of Industrial Site**
East Palo Alto, CA
- Golden Gate Bridge Seismic
Retrofit, Phases 1 & 2**
California
- Alice Griffith Residential
Redevelopment Blocks 1, 2, 4 & 5**
San Francisco, CA
- Cambridge Hotel Renovations**
San Francisco, CA
- Taylor Yard Redevelopment**
Los Angeles, CA
- Howard St. & Clementina St.
Redevelopment**
San Francisco, CA



RYAN KAU PE, CAC, CDPH, QSD
 Hazardous Materials Management - Project Engineer



Ryan has extensive experience with Hazardous Materials Management, Environmental Site Assessments, and Remedial Investigations. He is a project manager and project Engineer and supports SCA's geo-environmental practice for Phase 1 & 2 ESAs, Underground Storage Tank Management, and site investigation services, including soil, soil-vapor, and groundwater sampling. As a Project Manager with SCA, Mr. Kau has worked on numerous projects for private clients, universities and municipalities including the Alameda County Flood Control and Water Conservation District, San Francisco International Airport (SFIA) and Port of San Francisco.

CERTIFICATIONS

- Civil Engineer (#C95224)
- Asbestos Consultant (23-7427)
- CDPH Sampling Technician (LRC-
00003222)
- Qualified SWPPP Developer (QSD)
(#C95224)

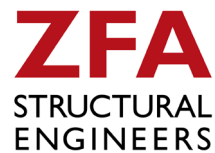
EDUCATION

- BS, Biological Systems
Engineering,
University of Wisconsin

PROJECT EXPERIENCE

- San Francisco Department of
Public Works (SFPW)**
San Francisco, California | Site
Assessment | Multiple Locations
- Langley Porter Psychiatric
Institute, UCSF**
San Francisco, CA | Site Assessment
- San Francisco International Airport**
San Francisco, CA | Groundwater
Sampling
- Twin Rivers Marisol Village
Residential Redevelopment**
Sacramento, CA | Site Assessment
- Alameda County Flood Control and
Water Conservation District**
Alameda, CA
- Bernal Dwellings Residential
Redevelopment**
San Francisco, CA | Site Assessment
- Hayes Valley Residential
Redevelopments**
San Francisco, CA | Site Assessment

4. References



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**San Francisco Unified
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**Parks, Recreation &
Waterfront, City of
Berkeley**
Evelyn Chan
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cityofberkeley.info

**Santa Cruz County
Dept. of Parks, Open
Space, + Cultural
Services**
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Park Planner
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**Marin County
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Dorren P. Hill
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Planning &
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reyess@sfusd.edu

**East Bay Regional
Park District**
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510.544.2302
JDevlin@ebparks.org



McGinnis Chen Associates INC
BUILDING ENCLOSURE CONSULTANTS



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415.621.1799
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Todd Dewell
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**San Francisco Public
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of San Francisco**

Youcef Bouhamama
Project Manager
415.823.0608
youcef.bouhamama
@sfdpw.org

**San Francisco Public
Works, City and County
of San Francisco
Design & Engineering -
Mechanical**

Patrick Lewis, P.E.
Project Manager
760.703.8924
patrick.lewis@sfdpw.org

Kitchell

Dolores Montenegro,
Project Manager
916.648.9700
dmontenegro
@kitchell.com

**San Francisco Public
Works**

Robert Begley, Section
Manager
415.309.5259
Robert.c.begley
@SFPW.org

Policy Number: PSB0009206
 Named Insured: 450 Architects, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: 450 Architects, Inc.

Policy Number: PSA0003011

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

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

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

B. Employees As Insureds

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

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

C. Blanket Additional Insured

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

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

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

D. Blanket Waiver Of Subrogation

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

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

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

E. Employee Hired Autos

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

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

2. Changes In General Conditions:

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

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

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

F. Fellow Employee Coverage

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

G. Auto Loan Lease Gap Coverage

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57 WEC TL6283

Endorsement Number:

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: 450 ARCHITECTS, INC.
9 PIER STE 105 THE EMBARCADERO
SAN FRANCISCO CA 94111

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

STATE FARM GENERAL INSURANCE COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

AT2 M-02-329F-FB95 F U

BASE LANDSCAPE ARCHITECTURE
INC
145 LOWER TER APT A
SAN FRANCISCO CA 94114-1412



RENEWAL DECLARATIONS

Policy Number	97-EK-K078-5
Policy Period	Effective Date
12 Months	NOV 4 2023
The policy period begins and ends at 1 time at the premises location.	
Agent and Mailing Address	
WON INSURANCE AGENCY INC 1250 MISSOURI ST UNIT 305 SAN FRANCISCO CA 94107-65	
PHONE: (415) 872-5734 (415) 872-5735	

Office Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 703.00

Discounts Applied:
Renewal Year
Years in Business
Claim Record

RENEWAL DECLARATIONS (CONTINUED)

Office Policy for **BASE LANDSCAPE ARCHITECTURE**
 Policy Number **97-EK-K078-5**

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	145 LOWER TER APT A SAN FRANCISCO CA 94114-1412	No Coverage	\$ 43,000	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
 Cov B - Consumer Price Index: 305.7

SECTION I - DEDUCTIBLES

Basic Deductible \$500

Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$500		

Other deductibles may apply - refer to policy.

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 AUG 22 2023
 CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for BASE LANDSCAPE ARCHITECTURE
Policy Number 97-EK-K078-5

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for BASE LANDSCAPE ARCHITECTURE
Policy Number 97-EK-K078-5

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Unauthorized Business Card Use	\$5,000
Valuable Papers And Records	
On Premises	\$50,000
Off Premises	\$15,000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000
Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for BASE LANDSCAPE ARCHITECTURE
Policy Number 97-EK-K078-5

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	Excluded
General Aggregate	\$4,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4101	Businessowners Coverage Form
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4819.1	Unauthorized Business Card Use
CMP-4260.1	Amendatory Endorsement-CA
CMP-4261	Amendatory Endorsement
CMP-4705.2	Loss of Income & Extra Expense
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4698	Back-Up of Sewer or Drain
CMP-4704.1	Dependent Prop Loss of Income
CMP-4703.1	Utility Interruption Loss Incom
CMP-4845	Excl Product Comp Operatn Liab
CMP-4786.1	Addl Insd Owners Lessee Sched

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for **BASE LANDSCAPE ARCHITECTURE**
Policy Number **97-EK-K078-5**

CMP-4787 Waiver of Trans Rgt of Recov
FD-6007 Inland Marine Attach Dec
* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

CITY OF BERKELEY
2180 MILVIA ST FL 3
BERKELEY CA 947041122

Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

THE TRUST FOR PUBLIC LAND A
CALIFORNIA NON PROFIT PUBLIC
BENEFIT & ITS OFFICERS
DIRECTORS & EMPLOYEES
23 GEARY ST STE 10
SAN FRANCISCO CA 941085751
Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

PERKINS EASTMAN ARCHITECTS DPC
ATTN ACCOUNTING
115 5TH AVE FL 3
NEW YORK NY 100031004

Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

EDEN HOUSING INC
22645 GRAND ST
HAYWARD CA 945415031

Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

CITY & COUNTY OF SAN FRANCISCO
ITS OFFICERS, AGENTS &
EMPLOYEES SAN FRANCISCO PUBLIC
WORKS BUILDING DESIGN AND
49 S VAN NESS AVE STE 700
SAN FRANCISCO CA 941033796

Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

BROWN & CALDWELL
ITS AFFILIATES SUBSIDIARIES
DIRECTORS OFFICERS EMPLOYEES &
ITS CLIENTS
201 N CIVIC DR STE 300
WALNUT CREEK CA 945963865
Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

SAN FRANCISCO UNIFIED SCHOOL
DISTRICT, ITS OFFICERS,
OFFICIALS, EMPLOYEES, AND
AUTHORIZED VOLUNTEERS
135 VAN NESS AVE RM 206
SAN FRANCISCO CA 941025296
Interest Type: Addl Insured-Section II
Endorsement #: CMP47861
Loan Number: N/A

ARUP
560 MISSION ST STE 7000
SAN FRANCISCO CA 941052907

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for BASE LANDSCAPE ARCHITECTURE
Policy Number 97-EK-K078-5

This policy is issued by the State Farm General Insurance Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm General Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youell
Secretary

Thomas Couley
President

IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service
PO Box 2320
Bloomington IL 61702
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013
Phone # 1-800-927-HELP (4357) or visit www.insurance.ca.gov/01-consumers

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CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for BASE LANDSCAPE ARCHITECTURE
Policy Number 97-EK-K078-5

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Prepared
AUG 22 2023
CMP-4000

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Page 8 of 8

STATE FARM GENERAL INSURANCE COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

M-02-329F-FB95 F U

BASE LANDSCAPE ARCHITECTURE
INC
145 LOWER TER APT A
SAN FRANCISCO CA 94114-1412

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	97-EK-K078-5	
Policy Period	Effective Date	Expiration Date
12 Months	NOV 4 2023	NOV 4 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		



ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739	Inland Marine Conditions
FE-6271	Amendatory Endorsement
FE-8745	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
AUG 22 2023
FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8745	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 25,000 \$ 25,000	\$ 500	Included Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
AUG 22 2023
FD-6007
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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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**PO Box 2950
Hartford, CT 06104-2950**

February 23, 2024

BASE LANDSCAPE ARCHITECTURE, INC
145 LOWER TER # A
SAN FRANCISCO, CA 94114-1412

Re: Important Information about **Claims Information Line**

Dear BASE LANDSCAPE ARCHITECTURE, INC

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



Travelers 1st Choice+[®]

**DESIGN PROFESSIONALS LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. 107047478

**Travelers Casualty and Surety Company of America
Hartford, Connecticut**
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.

The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	<p>NAMED INSURED: BASE LANDSCAPE ARCHITECTURE, INC</p> <p>DBA:</p> <p>Principal Address: 145 LOWER TER # A SAN FRANCISCO, CA 94114-1412</p>
ITEM 2	<p>POLICY PERIOD: Inception Date: February 14, 2024 Expiration Date: February 14, 2025 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p>ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: BS1claims@travelers.com</p> <p>Fax: 1-888-460-6622</p> <p>Mail: Travelers Bond & Specialty Insurance Claim P.O. Box 2989 Hartford, CT 06104-2989</p> <p>Overnight Mail: Travelers Bond & Specialty Insurance Claim One Tower Square, MN06 Hartford, CT 06183</p> <p>For questions related to claim reporting or handling, please call 1-800-842-8496.</p>

ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: DPL-1001-1108; DPL-2015-1108; DPL-2019-0418; PTC-1001-1108; PTC-19006-0315; PTC-19007-0418; PTC-3004-1214
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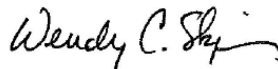
The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



President



Corporate Secretary



Travelers 1st Choice+®

DESIGN PROFESSIONALS LIABILITY COVERAGE

Important Note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses. Please read the policy carefully.

CONSIDERATION CLAUSE

IN CONSIDERATION of the premium set forth in ITEM 7 of the Declarations, and pursuant to all the terms, exclusions, conditions and limitations of this policy, the Company and the **Insured** agree as follows:

I. INSURING AGREEMENT

The Company will pay on behalf of the **Insured**, **Damages** and **Defense Expenses** for any **Claim** first made during the **Policy Period** that is caused by a **Wrongful Act** committed on or after any applicable Retroactive Date set forth in ITEM 5 of the Declarations, provided that no **Principal Insured** on the Knowledge Date set forth in ITEM 5 of the Declarations had any basis to believe that such **Wrongful Act** might reasonably be expected to be the basis of a **Claim**.

II. SUPPLEMENTARY PAYMENTS

The Company will pay the following with respect to any **Claim** covered by this policy:

- A. All expenses incurred by the Company, other than **Defense Expenses**.
- B. All reasonable expenses incurred by the **Insured** at the Company's request to investigate or defend a **Claim**, provided that the maximum amount available for loss of earnings for time taken off work will not exceed:
 - 1. \$500 per **Insured Person** per day; and
 - 2. \$15,000 per **Policy Year** for all **Insured Persons**.
- C. The cost of bonds to release attachments that is within the applicable Professional Liability Coverage Limit, provided that the Company will not be the principal under any such bond and will not have any duty to furnish such bond.
- D. All costs taxed against the **Insured** on that part of a judgment the Company pays.
- E. The cost of any required appeal bond for that part of a judgment that is for **Damages** to which this policy applies, and that is within the applicable Professional Liability Coverage Limit, provided that:
 - 1. the Company consents to the appeal of such judgment; and
 - 2. the Company will not be the principal under any such bond and will not have any duty to furnish such bond.

Payment of amounts under section II. SUPPLEMENTARY PAYMENTS will not be subject to a Deductible and will not reduce the applicable Professional Liability Coverage Limits. If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the Company will have no further obligation to make payments under section II. SUPPLEMENTARY PAYMENTS.

III. **ADDITIONAL BENEFITS**

The Company will reimburse the **Insured** for the following:

- A. **Crisis Event Expenses** that result from a **Crisis Event** first occurring and reported to the Company during the **Policy Period**.
- B. **Disciplinary or Regulatory Proceeding Expenses** that result from a **Disciplinary or Regulatory Proceeding** first initiated and reported to the Company during the **Policy Period**.

IV. **DEFINITIONS**

Wherever appearing in this policy, the following words and phrases appearing in bold type will have the meanings set forth in section IV. DEFINITIONS:

- A. **Automatic Extended Reporting Period** means the period of time beginning with the effective date this policy is cancelled or not renewed, and ending:
 - 1. 60 days after such cancellation or nonrenewal takes effect; or
 - 2. the date any other policy obtained by the **Named Insured** that provides similar coverage for **Professional Services** takes effect,
 whichever is earlier.
- B. **Claim** means:
 - 1. a demand for money or services;
 - 2. a civil proceeding commenced by service of a complaint or similar pleading; or
 - 3. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,
 against any **Insured** for a **Wrongful Act**.
 A **Claim** will be deemed to be made on the earliest date such notice thereof is received by any **Principal Insured**.
- C. **Crisis Event** means any:
 - 1. **Wrongful Act**;
 - 2. death, departure or debilitating illness of a **Principal Insured**;
 - 3. potential dissolution of the **Named Insured**;
 - 4. incident of workplace violence; or
 - 5. other event,
 that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.
- D. **Crisis Event Expenses** means reasonable fees, costs, and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **Crisis Event**.
- E. **Damages** means money which an **Insured** is legally obligated to pay as settlements, judgments and compensatory damages; punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages; or prejudgment interest and postjudgment interest.
Damages does not include the following:
 - 1. Civil or criminal fines; sanctions; liquidated damages; payroll or other taxes; penalties; the multiplied portion of any multiplied damage award; equitable or injunctive relief; any return, withdrawal, restitution or reduction of professional fees, profits or other charges; or damages or types of relief deemed uninsurable under applicable law.
 - 2. **Defense Expenses**.

- F. **Defense Expenses** means reasonable and necessary fees, costs and expenses, incurred by the Company, or by the **Insured** with the Company's written consent, that result directly from the investigation, defense, settlement or appeal of a specific **Claim**, provided that **Defense Expenses** do not include any payments made pursuant to section II. SUPPLEMENTARY PAYMENTS of the **Professional Liability Coverage**.
- G. **Disciplinary or Regulatory Proceeding** means any formal administrative or regulatory proceeding by a disciplinary or regulatory official, board or agency, commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, to investigate charges of professional misconduct in the performance of **Professional Services**.
- H. **Disciplinary or Regulatory Proceeding Expenses** means reasonable and necessary fees, costs and expenses incurred by any **Insured** to investigate, defend, or appeal any **Disciplinary or Regulatory Proceeding**.
- Disciplinary or Regulatory Proceeding Expenses** do not include:
1. fines, penalties or sanctions assessed against any **Insured**; or
 2. expenses, salaries, wages, benefits or overhead of, or paid to, any **Insured**.
- I. **Independent Contractor** means any natural person who performs **Professional Services** under contract with, and at the direction and control of, an **Insured**, provided that such **Professional Services** inure to the benefit of the **Named Insured**.
- J. **Insured** means any **Insured Person**, **Named Insured**, or **Predecessor Firm**.
- K. **Insured Person** means any natural person who:
1. is the sole owner of, or is or was a partner in, the **Named Insured** or **Predecessor Firm**;
 2. was or is a member of the board of managers, director, executive officer, or shareholder of the **Named Insured** or **Predecessor Firm**;
 3. was or is an employee of the **Named Insured** or **Predecessor Firm**; or
 4. was or is an **Independent Contractor**,
- provided that such person is acting within the scope of their duties on behalf of the **Named Insured** or **Predecessor Firm**.
- L. **Named Insured** means the person or entity set forth in ITEM 1 of the Declarations.
- M. **Network and Information Security Offense** means:
1. the failure to prevent the transmission of a computer virus or any other malicious code;
 2. the failure to provide any authorized user of the **Named Insured's** website, or the **Named Insured's** computer or communications network, with access to such website, or computer or communications network; or
 3. failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.
- N. **Optional Extended Reporting Period** means the period of time specified in the Optional Extended Reporting Period Endorsement, beginning with the effective date this policy is cancelled or not renewed.
- O. **Personal Injury Offense** means any of the following offenses:
1. False arrest, detention or imprisonment.
 2. Malicious prosecution.
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor, provided that the wrongful eviction, wrongful entry, or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord, or lessor of that room, dwelling, or premises.

4. Oral, written, or electronic publication of material that slanders or libels a person or entity or disparages a person's or entity's goods, products, or services, provided that the **Claim** is made by a person or entity that claims to have been slandered or libeled, or whose goods, products, or services have allegedly been disparaged.
 5. Oral, written, or electronic publication of material that appropriates a person's likeness, unreasonably places a person in false light, or gives unreasonable publicity to a person's private life.
- P. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date this policy is cancelled or not renewed.
- Q. **Policy Year** means:
1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof; or
 2. the period between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date this policy is cancelled or not renewed if such period is less than one year.
- R. **Potential Claim** means any conduct or circumstance that might reasonably be expected to be the basis of a **Claim**.
- S. **Pre-Claim Expenses** means reasonable fees, costs and expenses incurred by the Company in the investigation of a specific **Potential Claim**.
- T. **Predecessor Firm** means any design firm that, prior to the Inception Date set forth in Item 2 of the Declarations, is dissolved or inactive and is no longer rendering **Professional Services**, and more than 50% of such firm's assets and liabilities have been assigned, acquired or transferred to the **Insured**.
- U. **Principal Insured** means a member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, risk manager or in-house general counsel of the **Named Insured**.
- V. **Professional Liability Coverage** means the coverage part set forth in ITEM 4 of the Declarations.
- W. **Professional Services** means only services in any of the following capacities:
1. Architect.
 2. Engineer.
 3. Land surveyor.
 4. Landscape architect.
 5. Construction manager.
 6. Scientist.
 7. Technical consultant.
- X. **Related Wrongful Acts** means **Wrongful Acts** which are logically or causally connected by reason of any fact, circumstance, situation, transaction, event, or decision.

All **Related Wrongful Acts** are a single **Wrongful Act**, and all **Related Wrongful Acts** will be deemed to have been committed at the time the first of such **Related Wrongful Acts** was committed whether prior to or during the **Policy Period**.

- Y. **Wrongful Act** means any:
1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of, or failure to render, **Professional Services**; or
 2. **Network and Information Security Offense**,
- by any **Insured**, or by any person or entity, including any joint venture, for whom the **Insured** is legally liable.

V. **EXCLUSIONS**

A. **Claims By An Insured Against Another Insured**

This policy does not apply to any **Claim** by any **Insured** against another **Insured**.

B. **Claims By Certain Persons Or Entities**

This policy does not apply to any **Claim** by or on behalf of, or in the name or right of, any entity:

1. operated, controlled or managed by any **Insured**;
2. that any **Insured**, or any **Insured's** spouse, individually or collectively with one or more **Insureds**, has an ownership interest that exceeds 49%;
3. that holds the controlling financial interest in any **Insured**; or
4. that manages or operates any **Insured**.

C. **Contract Liability**

This policy does not apply to any **Claim** based upon or arising out of liability assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement.

D. **Cost To Repair Or Replace Faulty Workmanship**

This policy does not apply to any **Claim** based upon or arising out of the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed by any **Insured**, including the cost of materials, parts or equipment furnished in connection therewith.

E. **Criminal, Dishonest, Fraudulent Or Malicious Conduct**

This policy does not apply to any **Claim** based upon or arising out of any:

1. criminal, dishonest, fraudulent or malicious conduct; or
2. other willful violation of laws,

committed by the **Insured** or by anyone with the consent or knowledge of the **Insured**, provided that this exclusion does not apply to any **Insured Person** who did not participate in or have knowledge of such conduct or violation.

F. **Design Or Manufacture Of Sold Or Supplied Goods Or Products**

This policy does not apply to any **Claim** based upon or arising out of the design or manufacture of goods or products which are sold or supplied by the **Insured** or by others under license from the **Insured**, provided that this exclusion will not apply to software sold or supplied by the **Insured** to its customer or client in connection with the **Insured's** provision of **Professional Services** for such customer or client.

G. **Expected Or Intended Failure And Internet Service Interruption**

This policy does not apply to any **Claim** based upon or arising out of any **Network and Information Security Offense** that results in:

1. the failure to provide access to the **Named Insured's** website, or the **Named Insured's** computer or communications network, that was expected or intended by the **Insured**; or
2. any Internet service interruption or failure, provided that this exclusion will not apply if the interruption or failure was caused by an **Insured**.

H. Government Demands Or Proceedings

This policy does not apply to any **Claim** based upon or arising out of a **Network and Information Security Offense** and brought by:

1. the Federal Trade Commission;
2. the Federal Communications Commission; or
3. any other federal, national, state, local, or foreign government, agency, or entity,

provided that this exclusion will not apply to any **Claim** made by such entity in its capacity as a customer or client of the **Named Insured**.

I. Nuclear Energy

This policy does not apply to any **Claim** based upon or arising out of any nuclear reaction, radiation or contamination within or originating from a site where a nuclear reactor is located or where nuclear material or waste is disposed.

J. Warranties Or Guarantees

This policy does not apply to any **Claim** based upon or arising out of any express warranty or guarantee by any **Insured**, provided that this exclusion will not apply to any guarantee that the **Insured's Professional Services** conform with the generally accepted standard of care applicable to that **Professional Service**.

VI. CONDITIONS

A. SETTLEMENT

The Company may settle or compromise any **Claim** as the Company deems expedient with the consent of the **Named Insured**, such consent not to be unreasonably withheld.

B. OTHER INSURANCE

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this policy by reference in such other insurance to this policy. This policy will not be subject to the terms of any other insurance.

When such other insurance available to the **Insured** has been issued for a specific project or projects, this policy will not respond until the limit of liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent, self-insured or otherwise, has been exhausted.

C. DEDUCTIBLE

The following is added to section I. DEDUCTIBLE of the Professional Liability Terms and Conditions:

If the Company and the first **Named Insured** settle a **Claim** through voluntary mediation, the first **Named Insured's** deductible obligation for such **Claim** will be reduced by 50% subject to a maximum reduction of \$25,000. Deductible payments made prior to the application of the above credit will be reimbursed within 30 days of the resolution of the **Claim**. This reduction does not apply to any **Claim** resolved through voluntary or involuntary arbitration.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED RETROACTIVE DATE AFTER ONE YEAR

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

The following is added to section **VI. CONDITIONS**:

RETROACTIVE DATE

Effective one year following the Inception Date set forth in ITEM 2 of the Declarations, the Retroactive Date set forth in ITEM 5 of the Declarations is deleted and does not apply.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 107047478

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY ENDORSEMENT – WITH PRIMARY OTHER INSURANCE AND VICARIOUS LIABILITY COVERAGE

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

1. The following replaces section **IV. DEFINITIONS, J. Insured**:

Insured means any **Insured Person, Named Insured, Predecessor Firm, or Described Client**.

2. The following replaces section **IV. DEFINITIONS, Y. Wrongful Act**:

Wrongful Act means any:

1. actual or alleged act, error, omission, or **Personal Injury Offense** in the rendering of or failure to render **Professional Services**;
2. **Network and Information Security Offense**; or
3. **Pollution Incident**,

by any **Insured**, or by any person or entity, including any joint venture, for whom the **Insured** is legally liable.

3. The following are added to section **IV. DEFINITIONS**:

Bodily injury means harm to the physical health of other persons, including sickness or disease, mental anguish, injury, illness, emotional distress, loss of services, or death.

Described Client means any client of a **Named Insured**, but only for any **Claim** that is caused by a **Wrongful Act** that is a **Pollution Incident** resulting solely from the operations of the **Named Insured** or any person or entity for whom the **Named Insured** is legally liable; provided that there is a written agreement, in effect at the time of the **Pollution Incident**, requiring that such **Described Client** be named as an **Insured** in the **Named Insured's** insurance policy for **Claims** based upon or arising out of pollution.

Hostile Fire means a fire that becomes uncontrollable or breaks out from where it was intended to be.

Mobile Equipment means any of the following types of land vehicles, including attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads.
2. Vehicles maintained for use solely on or next to premises the Insured owns or rents.
3. Vehicles that travel on crawler treads.
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers, or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers, or rollers.
5. Vehicles not described in 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting, and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in 1., 2., 3., 4., or 5. above maintained primarily for purposes other than transportation of persons or cargo.

Pollution means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any **Pollutant**.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107047478**

DPL-2019 Rev. 04-18

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Page 1 of 2

Pollution Incident means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of **Pollutants** into or upon the land or structures thereupon, the atmosphere or any watercourse or body of water, which results in **Bodily Injury** or **Property Damage**.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

1. smoke, vapors, soot, fumes;
2. acids, alkalis, chemicals; and
3. waste, including materials to be recycled, reconditioned, or reclaimed.

Pollutant does not include smoke, vapors, soot, or fumes from a **Hostile Fire**.

Property Damage means:

1. physical injury to tangible property, including all resulting loss of use of such property; or
2. loss of use of tangible property that is not physically injured.

4. The following is added to section **V. EXCLUSIONS**:

Pollution, or Ownership or Use of Automobiles, Aircraft, or Watercraft at Certain Locations

This policy does not apply to any **Claim** based upon or arising out any of the following on projects where the **Insured** is responsible for construction, erection, fabrication, or remediation:

1. **Pollution** at, on, in, or from any property or facilities that were at any time owned or rented by the **Insured** or by any entity in joint venture with the **Insured**.
2. Ownership, maintenance, use, operation, loading, or unloading of any automobile, aircraft, watercraft, or rolling stock, provided that this exclusion will not apply to the ownership, maintenance, use, operation, loading, or unloading of any **Mobile Equipment**.

5. The following replaces section **VI. CONDITIONS, B. OTHER INSURANCE**:

This policy will apply only as excess insurance over, and will not contribute with, any other valid and collectible insurance available to the **Insured**, including any insurance under which there is a duty to defend, unless such insurance is:

1. written specifically excess of this policy by reference in such other insurance to this policy; or
2. issued to a **Described Client**.

This policy will not be subject to the terms of any other insurance.

When such other insurance available to the **Insured** has been issued for a specific project or projects, this policy will not respond until the limit of liability of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent, self-insured or otherwise, has been exhausted.

When such other insurance available to the **Insured** is issued to a **Described Client**, this policy will apply as primary insurance for any **Claim** covered by both this policy and such other insurance. For such **Claims**, the insurance issued to the **Described Client** will apply as excess over, and will not contribute with, the insurance available under the policy.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



PROFESSIONAL LIABILITY TERMS AND CONDITIONS



Important Note: This is a claims-made policy. To be covered, a claim must be first made against an Insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses. Please read the policy carefully.

These Professional Liability Terms and Conditions apply to the **Professional Liability Coverage**. If any provision in these Professional Liability Terms and Conditions is inconsistent with or in conflict with any provision of the **Professional Liability Coverage**, the provisions of the **Professional Liability Coverage** will control.

I. DEDUCTIBLE

The first **Named Insured** will bear uninsured the amount of any applicable Deductible.

The Company's obligation to pay **Damages** and **Defense Expenses** applies only to the amount of **Damages** and **Defense Expenses** that are in excess of the applicable Deductible for each **Claim** amount set forth in ITEM 5 of the Declarations. The Company may, at its discretion, pay all or part of any Deductible amount on behalf of the first **Named Insured**, and in such event, the first **Named Insured** agrees to repay the Company any amounts so paid.

If ITEM 5 of the Declarations indicates that a Deductible applies for all **Claims**, the **Insured's** obligation to pay **Damages** and **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the Deductible amount for all **Claims** set forth in ITEM 5 of the Declarations. If there is no Deductible amount shown for all **Claims**, the first **Named Insured** will be responsible for the each **Claim** amount for each and every **Claim**, without further limitation regardless of how often it applies.

II. LIMITS

A. Professional Liability Coverage Limits

1. Professional Services and Network and Information Security Offenses Coverage Limits

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit of liability for **Damages** and **Defense Expenses**, for each **Claim** made during the **Policy Year** that results from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limits for each **Claim** set forth in ITEM 5 of the Declarations;
- b. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Policy Year** that result from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the Professional Services and Network and Information Security Offenses Coverage Limit for all **Claims** set forth in ITEM 5 of the Declarations; and
- c. the Company's maximum limit of liability for all **Damages** and **Defense Expenses**, for all **Claims** made during the **Automatic Extended Reporting Period** or the **Optional Reporting Period**, if applicable, that result from a **Network and Information Security Offense** or the rendering of, or failure to render, **Professional Services**, will not exceed the remaining Professional Services and Network and Information Security Offenses Coverage Limits for the last **Policy Year** in effect at the time this policy is cancelled or not renewed.

B. Additional Benefits Limits

1. Crisis Event Expenses Limits

Regardless of the number of **Crisis Events** qualifying for **Crisis Event Expenses**, or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit for **Crisis Event Expenses** for each **Crisis Event** first occurring during the **Policy Year** will not exceed the Crisis Event Expenses Limits for each **Crisis Event** set forth in ITEM 6 of the Declarations; and
- b. the Company's maximum limit for **Crisis Event Expenses** for all **Crisis Events** first occurring during the **Policy Year** will not exceed the remaining Crisis Event Expenses Limit for all **Crisis Events** set forth in ITEM 6 of the Declarations.

2. Disciplinary or Regulatory Proceeding Expenses Limits

Regardless of the number of **Disciplinary or Regulatory Proceedings** qualifying for **Disciplinary or Regulatory Proceeding Expenses**, or the number of persons or entities who are **Insureds**:

- a. the Company's maximum limit for **Disciplinary or Regulatory Proceeding Expenses** for each **Disciplinary or Regulatory Proceeding** first initiated during the **Policy Year** will not exceed the Disciplinary or Regulatory Proceeding Expenses Limits for each **Disciplinary or Regulatory Proceeding** set forth in ITEM 6 of the Declarations; and
- b. the Company's maximum limit for **Disciplinary or Regulatory Proceeding Expenses** for all **Disciplinary or Regulatory Proceedings** first initiated during the **Policy Year** will not exceed the remaining Disciplinary or Regulatory Proceeding Expenses Limit for all **Disciplinary or Regulatory Proceedings** set forth in ITEM 6 of the Declarations.

Payment of **Crisis Event Expenses** and **Disciplinary or Regulatory Proceeding Expenses** are not subject to a Deductible and do not reduce the applicable Professional Liability Coverage Limits.

C. Other Provisions

Payment of **Damages** and **Defense Expenses** will reduce and may exhaust the applicable Professional Liability Coverage Limits. In the event the amount of **Damages** or **Defense Expenses**, or a combination thereof, exceeds the portion of the applicable Professional Liability Coverage Limits remaining after prior payments of **Damages** or **Defense Expenses**, or a combination thereof, the Company's liability shall not exceed the remaining amount of the applicable Professional Liability Coverage Limits. In no event will the Company be obligated to make any payment for **Damages** or **Defense Expenses** with regard to a **Claim** made after the applicable Professional Liability Coverage Limit has been exhausted by payment or tender of **Damages**, or payment of **Defense Expenses**.

If the Professional Services and Network and Information Security Offenses Coverage Limits are exhausted by the payment of amounts covered under this policy, the premium for this policy will be deemed fully earned, all obligations of the Company will be completely fulfilled, and the Company will have no further obligations.

III. CLAIM DEFENSE

- A. The Company has the right and duty to defend any **Claim** covered by this policy, even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**, provided that the Company is not obligated to defend or to continue to defend any **Claim** made after the applicable Professional Liability Coverage Limit is exhausted by payment of **Damages** and **Defense Expenses**.
- B. The **Insured** will cooperate with the Company and, upon the Company's request:
 1. assist in the defense and settlement of **Claims**;
 2. assist in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of a **Wrongful Act**; and
 3. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

IV. RIGHT TO APPEAL

The Company has the right, but not the duty, to appeal a judgment awarded against an **Insured** in a **Claim** the Company defends.

V. TRANSFER CONTROL OF DEFENSE

- A. Before the applicable Professional Liability Coverage Limit is exhausted by the payment of amounts covered under this policy, the **Insured** may take control of the **Claim** defense of any outstanding **Claim** previously reported to the Company, provided that the Company consents to, or a court orders, such transfer of control.
- B. If the applicable Professional Liability Coverage Limit is exhausted by the payment of amounts covered under this policy, the Company will notify the **Insured** as soon as practicable of all outstanding **Claims** the Company is defending that are subject to such limit.
- C. The Company agrees to take all steps necessary during a transfer of control of defense to the **Insured** of any outstanding **Claim** to continue that defense during such transfer. When the Company takes such steps, the **Insured** agrees that the Company does not waive or relinquish any of the Company's rights under this policy. The **Insured** also agrees to repay the reasonable expenses incurred by the Company for such steps taken after the applicable Professional Liability Coverage Limit has been exhausted.

VI. PRE-CLAIM ASSISTANCE

At the Company's discretion, the Company will pay **Pre-Claim Expenses** for a **Potential Claim** reported in accordance with section VIII. NOTICE OF POTENTIAL CLAIMS. **Pre-Claim Expenses** must be incurred prior to the date that any **Claim** is made based upon or arising out of such **Potential Claim**. Payment of **Pre-Claim Expenses** is not subject to a Deductible and does not reduce the applicable Professional Liability Coverage Limits. Once a **Potential Claim** becomes a **Claim**, **Damages** and **Defenses Expenses** that result from such **Claim** are subject to a Deductible and will reduce the applicable Professional Liability Coverage Limits.

VII. INSURED'S DUTIES IN THE EVENT OF A CLAIM

In the event a **Principal Insured** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this policy, will give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable. The **Insured** will give the Company such information, assistance and cooperation as the Company may reasonably require.

All notices under this section must be sent or delivered to the Company set forth in ITEM 3 of the Declarations and are effective upon receipt. The **Insured** will not voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the **Insured's** own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company will not be liable for any settlement, **Defense Expenses**, assumed obligation, or admission to which it has not consented.

VIII. NOTICE OF POTENTIAL CLAIMS

If a **Principal Insured** becomes aware of a **Potential Claim** and gives the Company written notice during the **Policy Period** of the particulars of such **Potential Claim** including:

- A. all known facts related to the **Potential Claim**;
- B. the identity, if known, of each person allegedly involved in or affected by such **Potential Claim**;
- C. the date such persons became aware of the **Potential Claim**;

- D. the dates of the alleged events; and
- E. the reasons for anticipating a **Claim**,

any **Claim** subsequently made against any **Insured** arising out of such **Potential Claim** will be deemed to have been made on the date such notice was received by the Company.

All notices under this section must be sent or delivered to the Company set forth in ITEM 3 of the Declarations and will be effective upon receipt.

IX. RELATED CLAIMS

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made the date:

- A. the first of such **Claims** for **Related Wrongful Acts** was made; or
 - B. the first notice of such **Potential Claim** for **Related Wrongful Acts** was received by the Company,
- whichever is earlier.

X. SUBROGATION

In the event of payment under this policy, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

Section X. SUBROGATION does not apply if the **Insured**, prior to the date a **Wrongful Act** is committed, has waived its right of recovery for **Damages** that result from such **Wrongful Act**.

XI. RECOVERIES

All recoveries from third parties for payments made under this policy apply, after first deducting the costs and expenses incurred in obtaining such recovery:

- A. first, to the Company to reimburse the Company for any Deductible amount it has paid on behalf of any **Insured**;
- B. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder, but for the fact that such amount is in excess of the applicable limit hereunder;
- C. third, to the Company to reimburse the Company for the amount paid hereunder; and
- D. fourth, to the **Insured** in satisfaction of any applicable Deductible paid by the **Insured**,

provided that such recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

XII. ACQUISITIONS

If, during the **Policy Period**, the **Named Insured** acquires or forms an entity that performs **Professional Services**, coverage will be provided for such acquired or formed entity and its respective **Insured Persons** for **Wrongful Acts** committed after the **Named Insured** acquires or forms such entity. Coverage for such entity will end 90 days after the acquisition or formation of such entity, or the end of the **Policy Year**, whichever is earlier, unless the Company has agreed to provide such coverage by endorsement.

XIII. SPOUSAL AND DOMESTIC PARTNER PROFESSIONAL LIABILITY COVERAGE

This policy applies to **Damages** and **Defense Expenses** for a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law of an **Insured Person**, but only for a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the domestic partner.

The Company has no obligation to make any payment for **Damages** or **Defense Expenses** in connection with any **Claim** made against a spouse or domestic partner of an **Insured Person** for any actual or alleged **Wrongful Act** committed by such spouse or domestic partner.

XIV. AUTOMATIC EXTENDED REPORTING PERIOD

If this policy is cancelled or not renewed, the **Automatic Extended Reporting Period** applies without additional premium effective the date such policy is cancelled or not renewed. The **Automatic Extended Reporting Period** applies to **Claims** made and reported to the Company during the **Automatic Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed, and which otherwise would be covered. A **Claim** made during the **Automatic Extended Reporting Period** will be deemed to have been made on the last day of the **Policy Period**.

XV. OPTIONAL EXTENDED REPORTING PERIOD

A. If this policy is cancelled or not renewed, the **Named Insured** may give the Company written notice that it desires to purchase an Optional Extended Reporting Period Endorsement for one of the periods set forth in ITEM 8 of the Declarations. The **Optional Extended Reporting Period** applies to **Claims** made during the **Optional Extended Reporting Period**, but only for **Wrongful Acts** committed wholly prior to the effective date this policy is cancelled or not renewed and which otherwise would be covered. A **Claim** made during the **Optional Extended Reporting Period** will be deemed to have been made on:

1. the last day of the **Policy Period**; or
2. if such **Claim** had earlier been reported to the Company during the **Policy Period** as **Potential Claim**, the date notice was received by the Company of such **Potential Claim**,

whichever is earlier.

B. The premium due for the Optional Extended Reporting Period Endorsement equals the percentage set forth in ITEM 8 of the Declarations of the annualized premium for this policy, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to the date such policy is cancelled or not renewed. The entire premium for the Optional Extended Reporting Period Endorsement will be deemed fully earned at the commencement of the **Optional Extended Reporting Period**.

The **Optional Extended Reporting Period** will not take effect unless the **Named Insured** has fulfilled all other duties, and complied with all other conditions and requirements under this policy, and:

1. written notice of such election is received by the Company within 60 days of the effective date such policy is cancelled or not renewed;
2. the additional premium for the Optional Extended Reporting Period Endorsement is paid when due; and
3. full payment of the earned premium due, and repayment of any Deductible owed, is received by the Company within 60 days of the effective date such policy is cancelled or not renewed.

When the **Optional Extended Reporting Period** applies, it replaces the **Automatic Extended Reporting Period**.

XVI. ACTION AGAINST THE COMPANY

No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy, or until the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual trial, or by written agreement of the **Insured**, the claimant, and the Company.

No person or entity has any right to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the Company be impleaded by an **Insured** or such **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

XVII. CHANGES

Only the first **Named Insured** is authorized to make changes to the terms of this policy and solely with the Company's prior written consent. This policy's terms can be changed only by endorsement issued by the Company and made a part of such policy. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person does not effect a change to any part of this policy, or estop the Company from asserting any right under the terms, exclusions, conditions and limitations of this policy, nor may the terms, exclusions, conditions and limitations hereunder be changed, except by a written endorsement to this policy issued by the Company.

XVIII. ASSIGNMENT

This policy may not be assigned or transferred, and any such attempted assignment or transfer will be void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

XIX. MISREPRESENTATION

This policy may be considered void if, after the Inception Date of the **Policy Period** set forth in ITEM 2 of the Declarations, any **Principal Insured** has intentionally concealed or misrepresented any material fact or circumstance, concerning this insurance or the subject thereof, provided that section XIX. MISREPRESENTATION does not apply if such **Principal Insured** mistakenly:

- A. failed to disclose information to the Company; or
- B. mislead the Company.

XX. LIBERALIZATION

If, during the **Policy Period**, the Company makes any changes in the form of this policy that are intended to apply to all **Insureds** that have such forms as part of their policy, and by which the insurance afforded could be extended or broadened by endorsement or substitution of form without increased premium charge, then such extended or broadened insurance inures to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

XXI. AUTHORIZATION

If this policy provides coverage for more than one **Named Insured**, the first **Named Insured** set forth in Item 1 of the Declarations is the sole agent and acts on behalf of all **Insureds** with respect to:

- A. payment of premiums and deductibles;
- B. receiving any return premiums;
- C. receiving notices of cancellation, nonrenewal or change in coverage;

- D. requesting any change in coverage; or
- E. making or, if applicable, consenting to settlement or compromise of any **Claim**,

provided that nothing herein relieves any **Insured** from giving any notice to the Company that is required under this policy.

XXII. HEADINGS

The titles of the various paragraphs of this policy and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

XXIII. CONFORMITY TO STATUTE

Any part of this policy that conflicts with any requirement of statutory or regulatory law that applies is automatically amended to conform to such law.

XXIV. LEGAL REPRESENTATIVES

In the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** made against the estate, heirs, legal representatives or assigns of such **Insured** are deemed to be a **Claim** made against such **Insured**. Such estate, heirs, legal representatives or assigns have all of the **Insureds** rights and duties under this policy.

XXV. TERRITORY

This policy applies to **Claims** made for **Wrongful Acts** committed anywhere in the world.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

1. The following is added to section **VI. CONDITIONS**, of the Professional Liability Coverage:

SANCTIONS

This policy will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

2. The following is added to section **III. CLAIM DEFENSE**, of the Professional Liability Terms and Conditions:

In the event of a **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, the Company will have the right and duty to defend such **Claim** as set forth in this section III. CLAIM DEFENSE, A. to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, then the Company will have no duty to defend any such **Claim**. It will be the duty of the **Insured**, or first **Named Insured** set forth in Item 1 of the Declarations, to defend such **Claim**. The Company will reimburse the first **Named Insured** set forth in Item 1 of the Declarations for its insurable loss as measured by the **Defense Expenses** such first **Named Insured** pays on behalf of an **Insured Person** in connection with such **Claim**. The Company will have the right to participate with the first **Named Insured** or the **Insured** in the investigation, defense, and settlement, including the negotiating of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such policy and the selection of appropriate defense counsel to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

3. The following replaces section **XXV. CONDITIONS, A. TERRITORY**, of the Professional Liability Terms and Conditions:

A. TERRITORY AND VALUATION

1. This policy applies anywhere in the world; provided, this policy does not apply to **Damages, Defense Expenses, Crisis Event Expenses, Disciplinary or Regulatory Proceeding Expenses, or Pre-Claim Expenses** incurred by an **Insured** residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

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2. In the event an **Insured Person** incurs **Damages, Crisis Event Expenses, Disciplinary or Regulatory Proceeding Expenses, or Pre-Claim Expenses** referenced in 1. above to which this insurance would have applied, the Company will reimburse the first **Named Insured** set forth in Item 1 of the Declarations for its insurable loss as measured by such amounts that it pays to, or on behalf of such **Insured Person**. As a condition precedent to such reimbursement, or any rights under this **Policy**, the first **Named Insured** set forth in Item 1 of the Declarations must comply with the conditions of this insurance as if such **Claim** were made against any **Insured** that does not reside or is not domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance.
3. All premiums, Limits of Liability, Deductible, **Damages, Defense Expenses** and other amounts under this policy are expressed and payable in the currency of the United States. If a judgment is rendered, settlement is denominated, or another element of **Damages** under this policy is stated in a currency other than United States dollars, payment under this policy will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Damages** is due, respectively.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLIENT DEFENSE COSTS ENDORSEMENT

This endorsement changes the following:

Design Professionals Liability Coverage

It is agreed that:

1. The following is added to section **IV. DEFINITIONS, Damages**:

Damages also means money which an **Insured** is legally obligated to pay as reimbursable reasonable defense costs incurred by an **Insured's** client to defend a third-party claim against the client and that is caused by an **Insured's** act, error, or omission in the performance of **Professional Services**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA REQUIRED ENDORSEMENT

This endorsement changes the following:

Professional Liability Terms and Conditions

It is agreed that:

The following sections are added to the Professional Liability Terms and Conditions:

CANCELLATION

If this policy has been in effect for 60 days or less, and is not a continuation or renewal policy, the Company may cancel for any reason during that time period by mailing or delivering notice of cancellation to the first **Named Insured** and the agent or broker of record, at least 10 days before the effective date of cancellation.

If this policy has been in effect for 60 days or more, and is not a renewal or continuous policy, the Company may cancel only for the following reasons:

1. Nonpayment of premium, including premium installments or any installment of premium from a previous policy the Company issued that was due during the current **Policy Period**;
2. Fraud or material misrepresentation committed by the **Named Insured** or any representative of the **Named Insured** in obtaining this policy or presenting a **Claim** under this policy;
3. Conviction of a crime increasing the hazard insured against;
4. Willful or grossly negligent acts or omissions that increase any hazard insured against;
5. Failure to implement or follow agreed upon loss control requirements;
6. Determination by the director of insurance that continuing or renewing this policy would put the Company in violation of state insurance laws or would jeopardize the solvency of the Company;
7. Determination by the director of insurance that any loss of or change in the Company's reinsurance affecting this policy would threaten the Company's financial position; or
8. After policy issuance or renewal, a change occurs in the risk the Company is insuring against. Provided that this will not apply to a change that was expected or foreseen by the Company when this policy was issued or if:
 - a. the **Named Insured** is an educational, religious, or other non-profit organization, as described in Section 676.10(a) of the California Insurance Code; and
 - b. The change in risk involves one or more losses caused by a hate crime, as described in Section 676.10(c) of the California Insurance Code, committed against the person or property of the **Named Insured**.

The Company may cancel this policy by mailing or delivering notice of such cancellation to the first **Named Insured** at least 10 days before the effective date of cancellation, if cancellation is for nonpayment of premium or fraud or misrepresentation. If cancellation is for any other reason, the Company will mail or deliver notice of cancellation to the

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first **Named Insured** and the agent or broker of record at least 60 days before the effective date of the cancellation. The notice will state the reason for cancellation.

The first **Named Insured** may cancel this policy by mailing or delivering written notice to the Company, or any of the Company's authorized agents, stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective.

NONRENEWAL

The Company will not be required to renew or continue this policy. If the Company decides not to renew or continue, notice of nonrenewal will be mailed to the first **Named Insured**, at least 60 days but not more than 120 days before the Expiration Date set forth in ITEM 2 of the Declarations. The notice will state the reason for nonrenewal.

The Company will not refuse to renew or continue this policy because of losses caused by a hate crime, as described in Section 676.10(c) of the California Insurance Code, committed against the person or property of the **Named Insured** if the **Named Insured** is an educational, religious, or other non-profit organization, as described in Section 676.10(a) of the California Insurance Code.

If the Company offers to renew or continue this policy and the first **Named Insured** does not accept the Company's offer, this policy will expire at the end of the **Policy Period**. If the Company offers to renew this policy, and the first **Named Insured** fails to pay the required premium when due, the Company will consider this to mean that the first **Named Insured** did not accept the Company's offer.

The Company will mail the notice of cancellation or nonrenewal to the last known address of the first **Named Insured** and the last known address of the agent or broker of record. A post office certificate of mailing will be sufficient proof of mailing of notice.

Mailing time must be added to the notice period as follows:

1. add 5 days when mailing to an addressee in California;
2. add 10 days for an addressee outside of California; or
3. add 20 days for an addressee outside of the United States.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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CERTIFICATE OF LIABILITY INSURANCE

STRUCTURAL
ENGINEERSDATE (MM/EE)
2/6/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745 ZFASTRU-02	CONTACT NAME: Angela Borg PHONE (A/C, No, Ext): 510-272-1429 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Endurance American Specialty Insurance Company</td> <td>41718</td> </tr> <tr> <td>INSURER D : HARTFORD INSURANCE COMPANY</td> <td>38288</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Company of Connecticut	25682	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Endurance American Specialty Insurance Company	41718	INSURER D : HARTFORD INSURANCE COMPANY	38288	INSURER E :		INSURER F :
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INSURED ZFA Structural Engineers 1212 4th Street, Suite Z Santa Rosa CA 95404														

COVERAGES

CERTIFICATE NUMBER: 81258467

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6806H86099A	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4R035531	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	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/A	57WEGAV7KGH	2/1/2024	2/1/2025	<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
C	Professional Liability Claims Made Form			DPL30015777602	2/1/2024	2/1/2025	Per Claim \$3,000,000 Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR USE ON PROPOSALS. RE: All Operations as performed by the named insured.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

SAMPLE CERTIFICATE	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 <i>Angela Borg</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is 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.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for 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.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) 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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

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

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "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 for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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DATE OF ISSUE: 12/18/2023

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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DATE OF ISSUE: 12/18/2023

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, 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, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57WEGAV7KGH

Endorsement Number:

Effective Date: 02/01/2024

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ZFA Structural Engineers
1212 4th Street, Suite Z
Santa Rosa, CA 95404

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

A handwritten signature in black ink that reads "Angela Berg".

Countersigned by _____
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE



DATE (MM/DD/YYYY)

8/25/2023

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-272-1400 E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: 6003745 BKFENGL-02	INSURER A: Continental Insurance Company	NAIC # 35289
INSURED BKF Engineers 2100 Franklin Street, Suite 4C Oakland CA 94612	INSURER B: XL Specialty Insurance Company	37885
	INSURER C: Valley Forge Insurance Company	20508
	INSURER D: Property & Casualty Insurance Company of Hartford	34690
	INSURER E: Transportation Insurance Company	20494
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1558479930


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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liability <input checked="" type="checkbox"/> x,c,u GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7034315572	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7034315569	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	7034315619	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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/A	72WEOK8H0Z	9/1/2023	9/1/2024	<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
B	Professional Liability Includes Pollution Liability			DPR5017395	9/1/2023	9/1/2024	Per Claim \$5,000,000 Annual Aggregate \$7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella/Excess Liability policy is follow-form to underlying General Liability/Auto Liability/Employer's Liability.
 FOR PROPOSAL PURPOSES. AN ACTUAL CERTIFICATE WILL BE ISSUED AT THE REQUEST OF THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

****SAMPLE****	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 
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ACORD 25 (2016/03)

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MCGICHE-01



McGinnis Chen Associates INC
DATE PREPARED: 3/8/2024

CERTIFICATE OF LIABILITY INSURANCE

3/8/2024

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588		CONTACT NAME: Andrea Michael PHONE (A/C, No, Ext): (925) 249-7958 FAX (A/C, No): E-MAIL ADDRESS: Andrea.Michael@ioausa.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : RLI Insurance Company	NAIC # 13056
INSURED		INSURER B : Admiral Insurance Company	24856
McGinnis Chen Associates, Inc. 1019 Mission Street San Francisco, CA 94103		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0002302	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PSA0001516	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			PSE0001698	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0002041	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liab.			EO00005187704	7/1/2023	7/1/2024	Per Claim	1,000,000
B	Professional Liab.			EO00005187704	7/1/2023	7/1/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: MCA Project No. 24063.01 - Marin City BEC RAS RFQ - 450Architects
 All operations of the Named Insured, including the aforementioned project, if any.
 General Liability: 450 Architects and Marin City Community Services District are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.
 Auto Liability: 450 Architects and Marin City Community Services District is included as Additional Insured with Waiver of Subrogation included, as required by written contract.
 Workers' Compensation: Waiver of Subrogation is in favor of 450 Architects and Marin City Community Services District, as required by written contract.

CERTIFICATE HOLDER CANCELLATION

450 Architects 9 pier, Suite 105 San Francisco ca 94111	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



Policy Number: PSB0002302
Named Insured: McGinnis Chen Associates Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

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

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

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

Job Description

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured McGinnis Chen Associates, Inc.

Policy No. PSW0002041
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By Leslie Pancoast



This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

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

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

B. Employees As Insureds

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

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

C. Blanket Additional Insured

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

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

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

D. Blanket Waiver Of Subrogation

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

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

"loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

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

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

2. Changes In General Conditions:

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

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

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

F. Fellow Employee Coverage

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

G. Auto Loan Lease Gap Coverage

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

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

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

Policy # EPK145375



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV-Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

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

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

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

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

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

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NA
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PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE OCTOBER 10, 2023 AT 12.01 A.M.
AND EXPIRING OCTOBER 10, 2024 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

SCA ENVIRONMENTAL, INCORPORATED
320 JUSTIN DR
SAN FRANCISCO, CA 94112

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE


<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

OCTOBER 10, 2023


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

6. Project Related Experience



Veterans Memorial Auditorium, Conditions Assessment SAN RAFAEL, CA

Client

County of Marin DPW, Capital
Projects Division

Address

10 Avenue of the Flags
San Rafael, CA 94903

Size

43K SF

Cost

\$15M

Duration

03/23 - Ongoing

Key Personnel

Richard Parker - Principal
Perry Wexelberg - PM
ZFA Structural
EDesignC
Leland Saylor Associates
BKF Engineers
McGinnis Chen Associates

Reference

Michael Shane
Senior Project Manager
Capital Planning, County of Marin
Department of Public Work
415.407.5774
michael.shane@marincounty.gov

Project Description

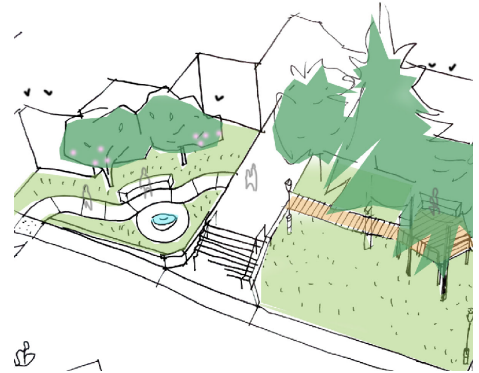
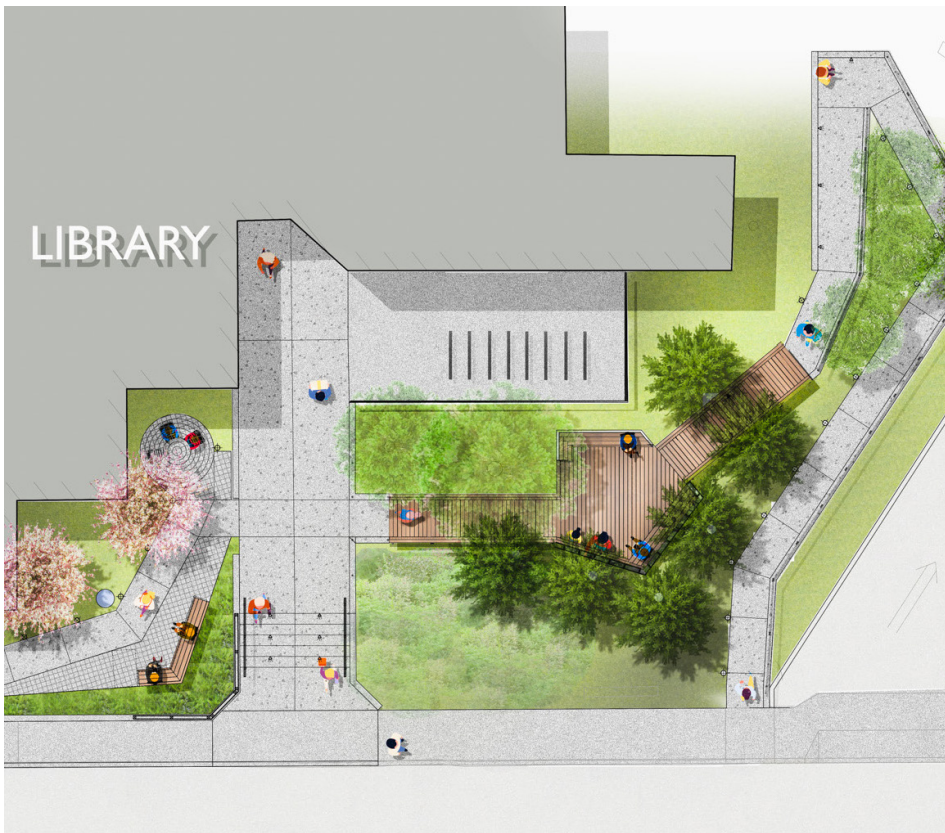
450 Architects served as the Project Lead and Architect of Record for the County of Marin's Veterans Memorial Auditorium (VMA) Water Infiltration Controls project leading a team of consultants in conducting a thorough Conditions Assessment of the existing facility and site.

The Conditions Assessment addressed structural foundation, floor slabs and grade beams; geotechnical reviews of below grade soils; mechanical, electrical, plumbing and fire life-safety systems; below grade waterproofing and building enclosure; and ADA access throughout the site. The 450 Architects' design team discovered numerous deficiencies beneath the structure and is working with the Marin County Cultural Services Department, Department of Public Works Sr. Project Manager, historical personnel, contractors, vendors and numerous stakeholders and end-users to develop a remediation vision for the VMA.

450 Architects provided Rough Order Magnitude Costs (ROM), prepared priority scope of work matrices, and is coordinating the development of multi-phased construction documents prioritizing life-safety issues, preservation of the historical resource, availability of funding, scheduling, and stakeholder requirements.

Please see an example of the Task A
Conditions Assessment Report for this
project using the QR code. (Click or Scan)





Corte Madera Library - Path of Travel, ADA Upgrades & Public Restrooms CORTE MADERA, CA

Client

County of Marin Department of Public Work

Address

707 Meadowsweet Drive
Corte Madera, CA 94925

Size

9,800 SF

Cost

\$800,000

Duration

04/22 - Ongoing

Key Personnel

Richard Parker - Principal
Perry Wexelberg -
Project Manager

Reference

Michael Shane
Senior Project Manager
Capital Planning, County of Marin
Department of Public Work
415.407.5774
michael.shane@marincounty.gov

Project Description

The scope of this project is to provide an accessible path of travel from the public right of way to the building entrance and design improved code compliant public restrooms.

The design team sees this as an opportunity to create a new public face for the library. The accessible path of travel will wind through the existing redwood trees at the front of the building and create new outdoor seating spaces for library visitors to enjoy. The entrance from the parking lot will become an inviting set of stairs and a new drive through book drop off will be provided. EV charging spaces will also be provided.

The restrooms will be upgraded to meet accessibility requirements with all new fixtures and finishes.



Health + Human Services Facility

SAN RAFAEL, CA

Client

County of Marin, Department of Public Works

Address

120 North Redwood
San Rafael, CA 94903

Size

51,278 SF

Cost

\$5M

Duration

08/22 - Estimated 04/24

Project Team

Richard Parker - Principal
Perry Wexelberg - Project Manager
EDesignC
ZFA Structural
Leland Saylor Associates

Reference

Mark Mancuso
Senior Project Manager
Capital Planning
415.246.8881
mark.mancuso@marincounty.gov

Project Description

On this 5-year capital improvements project, 450 is serving as Prime Consultant to provide architectural and engineering design services for facility improvements and maintenance. The scope includes exterior and interior areas of two buildings, connecting bridge and plaza. The exterior work involves evaluation for improvements and/or replacement of 300+ single pane windows, wood sills and siding.

The interior work involves review of the mechanical systems for improvements and/or replacement of equipment – boilers, heat pumps, variable frequency drive and cooling tower controls. Since COVID-19, 450 is working closely with the County on updated spending requirements and safety protocols for construction.

7. Project Personnel

450 Architects will serve as the “at-risk” entity taking legal and financial responsibility for the project and contracting with the CSD.



PERRY WEXELBERG, AIA

450 ARCHITECTS

Architectural Project Manager

Perry is Project Architect for 450 Architects and will serve as the Architectural Project Manager and the point of contact for the entire project, overseeing all subconsultants through project completion. Perry’s project management and communication skills have enabled complex projects with extensive stakeholder groups while adhering to tight project schedules and budgets. Most recently, Perry has completed projects with clients SFUSD, Marin County Public Works, and Santa Clara Valley Open Space Authority.



KELLY ELMORE, LEED AP BD+C

450 ARCHITECTS

Architectural Design Lead

Kelly is an Architectural Designer at 450 Architects and will serve as Architectural Design Lead on the project. Kelly provides insight to minimizing environmental impact and maximizing energy efficiencies, delivering project success in lowering operating costs and producing healthy environments designed to last. She has most recently completed projects for clients including San Francisco Waldorf School and Marin County Public Works.



PATRICIA ALGARA, RLA

BASE LANDSCAPE

Landscape Architect Lead

Patricia is Principal at BASE Landscape and will serve as the point of contact for Landscape Architecture on the project. She creates landscapes that immerse people of all backgrounds and abilities in learning, exploration and play. Patricia enjoys working with Bay Area clients to connect communities with the built and natural worlds. A native Spanish speaker, she has engaged Spanish-speaking communities as collaborators in projects from master plan to urban agriculture initiatives.



ANGIE SOMMER, SE

ZFA

Structural Engineer Lead

For 19+ years, Angie has served in the role of engineer of record, project manager, and design engineer for projects in a wide variety of sectors that include new construction, modernizations and seismic evaluations. Her current work focuses on the education and senior living sectors, but she continues to work in the public, commercial and other sectors. Angie excels in strong communication, active listening, and finding the right solution for each unique problem.



ROSANNA LERMA, PE, LEED AP
EDESIGN C

Mechanical, Plumbing and Electrical Lead

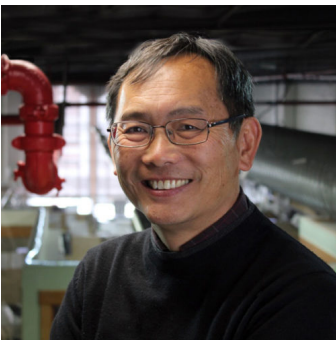
Rosanna is the founder of EDesignC and will serve as the point of contact for MEP. Rosanna has 30+ years of commitment to sustainability design and professional community involvement. In the 15 years that EDesignC has been in business, Rosanna has led the firm working with some of the Bay Area's most leading public agencies servicing civic spaces, recreation and community learning environments, and parks and recreation.



TIM HEFFERNAN, PE
BKF

Civil Engineering Lead

Tim is Sr. Project Manager at BKF and will be the Civil Engineering point of contact. In this role, he will take charge of orchestrating seamless resource coordination, meticulously managing the project timelines, and upholding a steadfast commitment to schedule adherence. At the forefront of his responsibilities, Tim will bear the weight of overseeing the comprehensive spectrum of civil design documents. His role extends beyond mere supervision, encompassing an active involvement in the refinement of design processes.



JEFF CHEN, AIA, LEED AP
MC GINNIS AND CHEN ASSOCIATES

Building Enclosure Lead

Jeff is Sr. Principal at Mc Ginnis and Chen Associates and will be point of contact for Building Enclosure for the project. Jeff brings 39 years of experience to the project and a high level of technical and design expertise. He is a respected expert in roofing, below-grade waterproofing system design as well as specification, peer review, forensic investigation, and remedial reconstruction supervision.



JEFF SAYLOR
LELAND SAYLOR ASSOCIATES

Cost Estimating Lead

Jeff is Project Manager and Sr. Cost Estimator at Leland Saylor Associates and will be the point of contact for Cost Estimation. Jeff has over 20 years of experience developing cost estimates for, state office buildings, municipal offices, city halls, civic centers, and other civic facilities. Most recently, Jeff served as Sr. Estimator for Livermore Community Civic Center Renovations, providing pre-concept estimates for various renovations and new constructions valued at \$15.3 million.



CHRISTINA CODEMO, CHMM, CAC, REPA, CESCP
SCA

Hazardous Materials Management Lead

Christina is Principal at SCA and will be the point of contact for Hazardous Materials Management. Christina has over 25 years of experience with Hazardous Materials Management, Environmental Site Assessments, and remedial implementation projects. She has designed and managed comprehensive surveys; prepared abatement cost estimates, design documents, long term budgeting and planning estimates; and oversaw abatement for commercial, residential, and city-owned properties.

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Thank you!



richard parker
founding principal
richard@450architects.com
office 415.546.0450
direct 415.321.5971

9 Pier, suite 105
the embarcadero
san francisco, ca 94111