Title: Supplemental Agreement: City Landfill Engineering Services

Location: District 3

Recommendation: Pass a Motion: 1) authorizing the City Manager or the City Manager’s designee to execute Supplemental Agreement No. 2015-2025-3 with SCS Engineers, in an amount not-to-exceed of $342,000, for a revised total not-to-exceed amount of $2,245,320; and 2) resetting the City Manager’s authority to issue supplemental agreements for City Agreement No. 2015-2025.

Contact: John Febbo, Integrated Waste Planning Superintendent, (916) 808-3797; Jerome Council, Integrated Waste General Manager, (916) 808-4949, Department of Public Works

Presenter: None

Attachments:
1- Description/Analysis
2- Supplemental Agreement
Description/Analysis

Issue Detail: SCS Engineers (SCS) provides professional engineering support services to the City for compliance with state regulatory landfill closure requirements for the 28th Street, Old Elvas, and Dellar closed landfills. After the execution of Supplemental Agreement No. 2, the Central Valley Regional Water Quality Control Board (“CVRWQCB”) issued new compliance requirements for landfill gas (LFG) extraction at the 28th Street Landfill. These requirements resulted in an elevated workload requiring additional funds to meet future requirements.

Policy Considerations: The recommendations in this report are in accordance with City Code Chapter 3.64 for supplemental agreements that increase the agreement amount.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities and government fiscal activities that do not constitute a “project” and is not subject to the provisions of CEQA (CEQA Guideline Sections 15060(c)(3), 15378(b)(2), and 15378(b)(4)).

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: On January 27, 2018, the CVRWQCB added new compliance requirements in the form of increased landfill gas extraction capacity at the City’s 28th Street Landfill. These new requirements are more extensive than the previous requirements which was the basis for Supplemental Agreement No. 2 to City Agreement No. 2015-2025 with SCS Engineers. As a result, City staff has had to prepare this additional supplement to continue work.

SCS is an industry leader in solid waste and landfill engineering services and has been assisting the City for nearly 20 years. SCS is the design engineer of the Closure and Post Closure Maintenance Plan (“CPCMP”) for the Dellar Landfill and the Amended CPCMP for the 28th Street Landfill. Additionally, SCS has the historical knowledge of the unique challenges the City faces with meeting increased air quality and landfill gas regulatory compliance standards at the City’s closed landfills.

Supplemental Agreement No. 3 to City Agreement No. 2015-2025 includes funding for other regulatory compliance activities. These activities include the fulfillment of the Dellar Landfill Waste Discharge Requirements (WDRs), Sacramento Metropolitan Air Quality Management
District (SMAQMD) Title V permit requirements, and contingency funds for meeting future requirements from the CVRWCQB to comply with the Cleanup and Abatement Order (CAO).

**Financial Considerations:** Supplemental Agreement No. 3 to City Agreement No. 2015-2025 will increase the contract amount by $342,000 for a revised total contract amount not-to-exceed $2,245,320, as well as extending the term of the agreement to June 30, 2019. The budget for Supplemental Agreement No. 3 is as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimate through June 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1.1: On-Call Engineering and O&amp;M Services for City Landfill Sites</td>
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</tr>
<tr>
<td>LFG Extraction System Expansion: $200,000.00</td>
<td>$235,500</td>
</tr>
<tr>
<td>Quarterly Flare Pressure Leak Testing: $2,500.00</td>
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<tr>
<td>Topographic Survey: $32,500.00</td>
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<tr>
<td>Task 2.1: Surface Emissions Monitoring</td>
<td>$13,000</td>
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<td>Task 2.2: Greenhouse Gas Reporting</td>
<td>$9,000</td>
</tr>
<tr>
<td>Task 2.3: Flare Source Testing at the 28th Street Landfill</td>
<td>$25,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>$59,500</td>
</tr>
<tr>
<td><strong>Total for this supplemental:</strong></td>
<td><strong>$342,000</strong></td>
</tr>
</tbody>
</table>

Sufficient funding exists in the 28th St. Landfill Regulatory Project (Y15000100, $282,000) and Dellar Landfill Closure Project (Y14000700, $60,000) of the Solid Waste Fund (Fund 6007) for services through June 30, 2019.

There are no General Funds planned or allocated for this project.

**Local Business Enterprise (LBE):** SCS Engineers is not an LBE. The minimum LBE participation requirement was waived by the Director of Public Works on October 2, 2015, when the Request for Proposals (RFP) was issued that resulted in City Agreement No. 2015-2025. At the time, staff determined the waiver was in the City’s best interest as a broad search conducted by staff within the local area revealed that the vendors with the necessary, extensive experience with the City’s landfills were located one mile outside the City’s LBE boundary. Due to the complexity of the engineering work, necessary knowledge of stringent California law and regulations for landfills, and the tight regulatory deadlines needed to
complete landfill projects, it was in the City’s best interest to ensure the applicants were not limited by office location.

**Background:** On November 24, 2015, City Council passed Motion No. 2015-0299 authorizing the City Manager to execute a three-year professional services agreement with SCS Engineers for engineering technical support services for the following closed landfills: the 28th Street Landfill, Old Elvas Landfill, and the Dellar Landfill. On April 26, 2016, City Council passed Motion No. 2016-00370 authorizing the City Manager to execute Supplemental Agreement No. 1 to this agreement, which increased the not-to-exceed amount of the contract to $1,403,320 to provide sufficient funds to new requirements related to the Cleanup and Abatement Order (CAO) R5-2015-0739 issued by Central Valley Regional Water Quality Control Board (“CVRWQCB”). On January 19, 2017, City Council passed Motion No. 2016-01528 authorizing the City Manager to execute Supplemental Agreement No. 2 to this agreement, which increased the not-to-exceed amount of the contract to $1,903,320 to replenish funds needed to perform the existing scope of work for the term of the agreement. The originally budgeted funds were exhausted while complying with the CAO from CVRWQCB.

While City staff performs the majority of landfill compliance work, SCS Engineers provides necessary professional engineering support services on an annual basis to complete the following tasks:

- Flare testing, surface emissions testing, and greenhouse gas reporting at the 28th Street Landfill,
- On-call engineering and Operations & Maintenance services at all three landfill sites, as well as technical field services on gas system installations at 28th Street and Dellar,
- Select regulatory and engineering support and reporting at all three above landfill sites, and
- Any landfill gas collection and monitoring system compliance and upgrades, including design, permitting, and plan submittal.

Additionally, the City requires SCS Engineers expert engineering support to meet increased regulatory requirements, including:

- Implementation of methane gas compliance efforts at the 28th Street Landfill and
- Implementation of the Waste Discharge Requirements (WDR) for the Dellar Landfill.
Requires Council Approval: ☑️ Y
Council Meeting Date: 05/08/2018

Real Estate ☐ Other Party Signature Needed ☐ Recording Requested ☐

General Information
Contract Type: Professional Service
PO Type: Formal Bid – Prof. Service
$ Not to Exceed: $2,245,320.00
Other Party: SCS Engineers
Project Name: City Landfill Engineering Serv
Project Number: Y15000100 / Y14000700
Bid Transaction #: P16155771001
Attachment #: 3
Original Doc #: 2015-2025
Certified Copies of Document: 2
Deed:
Tax ID # (if applicable): 54-0913440
Preferences: LBE ☐ SBE ☐ DBE ☐ MWBE ☐

Department Information
Department: Public Works
Project Manager: Chris Thoma
Contract Services: Eileen Hiatt
Phone Number: (916) 808-5162

Division: Recycling and Solid Waste
Supervisor: John Febbo
Division Manager: Jerome Council
Date: 04/10/2018 Org Number: 15005771

Review and Signature Routing
Department
Project Manager: ☐
Accounting: ☐
Contract Services: ☐
Supervisor: ☐
Division Manager: ☐
City Attorney: ☐
City Attorney: ☐

Signature or Initial: ☑️
Date: 04/18/18
4/10/18
4/11/18
4/11/18

City Attorney: □
City Attorney: □

Signature or Initial: ☑️
Date: 4/13/18

Send Interoffice Mail ☑️
Notify for Pick Up ☐

Authorization
Department Director: ☐
City Manager: ☑️ Y ☐ N ☑️

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract.

(Sticker)

Page 5 of 14
(06-07-2016)
SUPPLEMENTAL AGREEMENT

The City of Sacramento ("City") and SCS Engineers ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-2028, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
   There are no amendments to the Scope of Services specified in Exhibit A of the Agreement. The expiration date of this agreement is extended to June 30, 2019 from its original date of December 2, 2018.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $342,000.00, and the Agreement's maximum not-to-exceed amount is amended as follows:

   Agreement's original not-to-exceed amount: $579,700
   Net change by previous supplemental agreements: $1,323,620.00
   Not-to-exceed amount prior to this supplemental agreement: $1,903,320.00
   Increase by this supplemental agreement: $342,000.00
   New not-to-exceed amount including all supplemental agreements: $2,245,320.00

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

[Signature]
Project Manager

Approved By:

[Signature]
Contractor

Approved By:

[Signature]
City of Sacramento

Approved As To Form By:

[Signature]
City Attorney

Attested To By:

[Signature]
City Clerk

(Rev. 9-17-12)
SUPPLEMENTAL AGREEMENT

The City of Sacramento ("City") and SCS Engineers ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-2025, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   There are no amendments to the Scope of Services specified in Exhibit A of the Agreement. The expiration date of this agreement is extended to June 30, 2019 from its original date of December 2, 2018.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by $342,000.00, and the Agreement's maximum not-to-exceed amount is amended as follows:

   Agreement's original not-to-exceed amount: $579,700
   Net change by previous supplemental agreements: $1,333,620.00
   Not-to-exceed amount prior to this supplemental agreement: $1,903,320.00
   Increase by this supplemental agreement: $342,000.00
   New not-to-exceed amount including all supplemental agreements: $2,245,320.00

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By: 

Approval As To Form By: 

[Signature]
City Attorney

Attested To By: 

[Signature]
City Clerk

[Rev. 9-17-12]
# Certificate of Liability Insurance

**Date:** 03/22/2018

**Certificate of Liability Insurance**

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

**Insured:**  
SCS Engineers  
3900 Kllroy Airport way, Suite 100  
Long Beach CA 90806-6816 USA

**Insurer(s) Affording Coverage:**  
*Insurer A:* Steadfast Insurance Company  
*Insurer B:* Zurich American Ins Co

**Coverages**  
**Certificate Number:** 570070498940  
**Revision Number:**

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<th>Policy Exp</th>
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<td>Aggregate</td>
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</tr>
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</table>

**Description of Operations / Locations / Vehicles:** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: General Engineering and Consulting Services for any and all projects with the City of Sacramento, including but not limited to 28th St. Landfill, Dellar Landfill and Old Elvas Landfill. City of Sacramento, its officials, employees and volunteers are included as Additional Insured as respects to General Liability and Auto Liability as required by written contract. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and non-contributory.

**Certificate Holder**  
City of Sacramento  
c/o EBIX BPO  
P.O. Box 257, Ref #106-2334256  
Portland OR 98875-0257 USA

**CANCELLATION**  

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**  

[Signature]

Aon Risk Insurance Services West, Inc.

©1988-2015 ACORD CORPORATION. All rights reserved.
Additional Insured – Automatic – Owners, Lessees Or Contractors

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<td>03/31/2019</td>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,
   in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

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

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

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

   **Primary and Noncontributory insurance**

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

   a. The additional insured is a Named Insured under such other insurance; and
   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   This insurance is excess over:

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

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to Section III – Limits Of Insurance:

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

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

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

All other terms and conditions of this policy remain unchanged.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

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

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

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

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

This endorsement modifies insurance provided under the following:

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

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

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

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

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

**Endorsement Effective Date:** 04/01/2018

**SCHEDULE**

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

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

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

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

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.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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: 04/01/2018                      Endorsement No.
Policy No. WC 0112779-03

Insured: Steams, Conrad and Schmidt, Consulting Engineers, Inc.                              Premium $

Insurance Company: Zurich American Insurance Company
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following “attaching clause” need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on: 04/01/2018 at 12:01 A.M. standard time, forms a part of

Policy No. WC 0112779-03 Endorsement No.

of the: Zurich American Insurance Company

issued to: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Premium (if any) $

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 % of the California workers’ compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION