Title: Supplemental Agreement: City Landfill Engineering Services

Location: Citywide

Recommendation: Pass a Motion: 1) authorizing the City Manager or the City Manager’s designee to execute Supplemental Agreement No. 4 to City Agreement No. 2015-2025 with SCS Engineers, in an amount not-to-exceed $397,500, for a revised total not-to-exceed amount of $2,642,820; 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) 420-6647; Jerome Council, Integrated Waste General Manager, (916) 808-4949, Department of Public Works

Presenter: None

Attachments:
1-Description/Analysis
2-List of Project Needs for Consulting Engineer Landfill Gas
3-Supplemental Agreement
Description/Analysis

Issue Detail: SCS Engineers (SCS) provides professional engineering support services to the Department of Public Works Recycling and Solid Waste Division with State and County regulatory requirements at closed City landfills. Since the execution of Supplemental Agreement No. 3, new regulatory requirements have been issued by State and County regulators for the old City landfill sites at 28th Street, now Sutter's Landing Park. These new requirements include additional landfill closure work and newly installed off-site monitoring wells, as mandated by the Sacramento County Environment Management Department Local Enforcement Agency (County LEA). New requirements also include the installation of a second landfill gas flare system and the addition of 36 new gas extraction wells in order to comply with the Clean Up and Abatement Order (CAO) issued to the City by the State of California Central Valley Regional Water Quality Control Board (State Water Board). These new requirements continue to create a significantly elevated workload for landfill gas consulting services, requiring additional funds to meet current and future needs.

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: The City’s closed landfills have a combination of on-going obligations and new regulatory requirements issued by the County LEA and the State Water Board that require an engineering consultant for proper compliance. SCS Engineers is an industry leader in solid waste and landfill engineering services and has been assisting the City for over 20 years. SCS is the design engineer of the Closure and Post Closure Maintenance Plan (“CPCMP”) for the 28th Street Landfill and other landfills that the City is responsible for. Additionally, SCS has the historical knowledge of these sites and that knowledge is essential during this period of regulatory distress and elevated requirements.
In response to the new work and compliance standards set by the County LEA and State Water Board, City staff prepared a List of Project Needs (Attachment 2) as a summary of all the landfill gas consultant needs in the upcoming years to meet on-going and new requirements.

Supplemental Agreement No. 4 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 (State Air Board) Title V permit requirements, and contingency funds for meeting future requirements from the County LEA and the State Water Board to comply with the CAO.

**Financial Considerations:** Supplemental Agreement No. 4 to City Agreement No. 2015-2025 will increase the contract amount by $397,500 for a revised total contract amount not-to-exceed $2,642,820, as well as extending the term of the agreement to December 31, 2021. Sufficient funding (Solid Waste Fund, Fund 6007) is available in the 28th St. Landfill Regulatory Project (Y15000100, $23,000), Dellar Landfill Closure Landfill Site Closure Project (Y14000100, $354,500), and the Cannon and Scollan Trust Project (Y13000200, $20,000) to execute the supplemental agreement and extend the term for these services through December 31, 2021.

There are no General Funds planned or allocated for these projects.

**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 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 on City landfills. While City staff performs the landfill compliance work on-site like monitoring and maintenance, 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 consultation regarding Operations & Maintenance services at all landfill sites, as well as technical field services on gas system installations at 28th Street and Dellar;
- Select regulatory and engineering support and reporting for all landfill sites; and
- Any landfill gas collection and monitoring system compliance and upgrades, including design, permitting, and plan submittal.

There have been 3 supplementals to the original Agreement. The budgeted funds from the original Agreement and each of the Supplementals have been exhausted while complying with extensive requirements from the County LEA, State Water Board, and State Air Board in order to get the City through a period of significant regulatory distress at the old City Landfill.
List of Projects Needs for Consulting Engineer - Landfill Gas

RECURRING PROJECTS – Below are Annual Recurring Projects for this Consultant

- Consultant will be required to develop submit and File Cal Recycle Annual Inflation Factor required Submittal in May of each year.

- AB32 Landfill Methane Rule Annual Report - Consultant will be required to submit the annual AB32 Landfill Methane Rule Annual Report to the Sacramento Metropolitan Air Quality Managements District (SMAQMD) in March of each year.

- Surface Emission Monitoring – Consultant will be required to submit the annual Surface Emissions Monitoring Report to the Sacramento Metropolitan Air Quality Managements District (SMAQMD) in October of each year.

- Flare Source Testing - Consultant will be required to submit annual Flare Source Testing to the Sacramento Metropolitan Air Quality Managements District (SMAQMD) in December of each year.

ON-GOING PROJECTS/ UNKNOWN / CONTINGENCY - Unknown projects can occur at any time. Here are some Examples:

1) Clean Up and Abatement Order (CAO R5-2015-0739) – The City is still operating and working on a Clean Up and Abatement Order as regulated by the State of California Regional Water Quality Control Board (CRWQCB). Consultant may be required to meet Water Board requirements, develop Work Plans, and review and/or upload documents to GeoTracker.

2) Landfill Fire – June 2017. This fire destroyed approximately 25 to 30% of the gas system near the perimeter adjacent to the Capital City Freeway. It took the City 8 to 12 weeks to fully repair the system. Fire repairs are mostly done by City staff and contractors. However, an engineer may be needed to provide analysis of potential environmental issues. In a similar situation, the Consultant would be required to provide technical assistance, attend meetings, develop plans and mitigation efforts in response to any concerns.

3) Work plans for capital improvements - Needed when new probes, wells or pipe need to be installed that is different from what already exists. These may be planned (i.e., system expansion in response to a regulatory requirement) or unexpected (i.e., mitigating high gas readings from perimeter probes).

4) Provide cost estimates for projects that involve excavation of landfill areas, treatment of waste and disposal, drilling and other impacts.
5) Green House Gas Monitoring Reports – The City expects to be increasing reporting of greenhouse gases due to new laws and regulations on emissions. An example of a recently prepared report is the EPA GHG Reporting and Monitoring Plan Update. This consultant may be required to prepare and submit similar reports.

**ONE-TIME PROJECTS**

**2018 thru 2019**

- Evaluate and recommend solutions for Gas Issues near the perimeter. Recently, Wells S-20R and S-21D have had high gas readings. This is a problematic area and may require a design solution.

- Consultant will need to receive Red Line Drawings from the Flare Contractor (Blue Flame Crew) and produce Record Drawings for the City Recycling and Solid Waste Division.

- In mid 2019, Consultant will be tasked to design a gas extraction system for the City-owned “Cannon Scollan” Landfill, a 7 acre site between 23rd and 25th Street and north of the railroad levee. The site has 2 probes, installed in 2016, and both had high methane gas readings. The site is anticipated to be closed in 2020, and a gas extraction system installed soon after. Consultant will prepare plans and specs for public bid.

**2020**

- The Contractor will need to design plans and specifications for removing the old flare that exists at 28th Street, and perform a radioactivity test of the old flare to deem whether the metal can be recycled at a local recycler.

- In 2020, the Consultant will likely be asked to re-certify the cap on WMU-A or WMU-B after the City completes a dirt storage project.

**2021- 2022**

- In the 3 to 5 year time period, it is anticipated that the City may be required to install gas extraction wells in an a former landfill area that is still used as a Concrete and Demolition Debris recycling operation, Bell Marine. This site is 15.5 acres and may require gas extraction over some portion or most of the site.

**2023**

- Due September 2023 for final Submittal January 2024 – 5-year Update to Closure/Post Closure Maintenance Plan
CONTRACT ROUTING SHEET

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

General Information (Required)
Original Contract # (supplements only): 2015-2025
Assessor's Parcel Number(s):
Contract Effective Date: 12/02/2015
$ Amount (Not to Exceed): $2,642,820.00
Other Party: SCS Engineers
Project Title: City Landfill Engineering Services for FY19.
Project #: Y14000100
City Council Approval: YES

Supplement/Addendum #: 4
Contract Expiration Date (if applicable): 12/31/2021
Adjusted $ Amount (+/-): $397,500.00

Bid/RFQ/RFP #: P16155771001

Contract Processing Contacts
Department: Public Works
Contract Coordinator: Robert Shorter
Project Manager: John Febbo
Phone Ext. 4931

Department Review and Routing
Accounting: [Signature] 1/23/19
Supervisor: [Signature] 1/23/19
Division Manager: [Signature] 1/24/19
Other: [Signature] (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
[ ] Recording Requested  [ ] Other Party Signature Required

FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE--

CC Rev. 7.1.2018
Page 7 of 20
SUPPLEMENTAL AGREEMENT

Project Title and Job Number:  Landfill General Engineering Technical Support Services
Purchase Order #:  46911
Supplemental Agreement No.:  4

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:

   This supplemental agreement incorporates by this reference Attachment 2 to Exhibit A, which outlines additional services that will need to be performed. Also, the expiration date of this agreement is extended from June 30, 2019 to December 31, 2021.

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 $397,500.00, and the Agreement's maximum not-to-exceed amount is amended as follows:

   Agreement's original not-to-exceed amount: $579,700.00
   Net change by previous supplemental agreements: $1,865,620.00
   Not-to-exceed amount prior to this supplemental agreement: $2,245,320.00
   Increase by this supplemental agreement: $397,500.00
   New not-to-exceed amount including all supplemental agreements: $2,642,820.00

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)
November 30, 2018
File No. 90000002.01

Attachment 2 to Exhibit A
Updated Scope of Services

Mr. John Febbo
Recycling and Solid Waste Division
City of Sacramento
2812 Meadowview Road
Sacramento, CA 95832

Subject: Proposal for Ongoing Landfill Gas Services
28th Street Landfill and Surrounding Properties
Sacramento, California

Dear John:

SCS Engineers (SCS) is pleased to submit this proposal to the Recycling and Solid Waste Division, City of Sacramento (City) for 28th Street Landfill, Sacramento, California. Our work will include various projects related to the Landfill Gas (LFG) Collection and Control System (GCSS) at 28th Street Landfill and the surrounding properties that were used for refuse disposal. SCS will perform this scope of work for the estimated budgets outlined below.

SCOPE OF WORK

ANNUAL RECURRING PROJECTS 2019 through 2021

Task 401 - Consultant will develop, submit, and file Cal Recycle Annual Inflation Factor required Submittal in May of each year.

Task 402 - AB32 Landfill Methane Rule Annual Report - Consultant will submit the annual AB32 Landfill Methane Rule Annual Report to the Sacramento Metropolitan Air Quality Managements District (SMAQMD) in March of each year.

Task 403 - Surface Emission Monitoring – Consultant will submit the annual Surface Emissions Monitoring Report to the Sacramento Metropolitan Air Quality Managements District (SMAQMD) in October of each year.

Task 404 - Flare Source Testing - Consultant will submit annual Flare Source Testing to the Sacramento Metropolitan Air Quality Managements District (SMAQMD) in December of each year. Costs assume testing for two flares, as new flare is expected to be installed during 2019 starting in 2020 (Construction contractor is responsible for initial testing of flare after installation in 2019).
ON-GOING PROJECTS/UNKNOWNs / CONTINGENCY

**Task 409** – Ongoing engineering support for Landfill Sites – The City requires periodic engineering support for the various landfill sites in the vicinity of 28th Street Landfill.

**Task 410** - Clean Up and Abatement Order (CAO R5-2015-0739) – The City is still operating and working on a Clean Up and Abatement Order as regulated by the State of California Regional Water Quality Control Board (CRWQCB). Consultant may be required to meet Water Board requirements, develop Work Plans, and review and/or upload documents to GeoTracker.

**Task 411** - Landfill Fire in June 2017 destroyed approximately 25 to 30% of the gas system near the perimeter adjacent to the Capital City Freeway. It took the City 8 to 12 weeks to fully repair the system. Fire repairs are mostly done by City staff and contractors. However, an engineer may be needed to provide analysis of potential environmental issues. In a similar situation, the Consultant would be required to provide technical assistance, attend meetings, develop plans and mitigation efforts in response to any concerns.

**Task 412** - Work plans for capital improvements - Needed when new probes, wells or pipe need to be installed that are different from what already exists. These may be planned (i.e., system expansion in response to a regulatory requirement) or unexpected (i.e., mitigating high gas readings from perimeter probes).

**Task 413** - Provide cost estimates for projects that involve excavation of landfill areas, treatment of waste and disposal, drilling and other impacts.

**Task 414** – Non-Routine Air Permitting and Compliance – On-call budget for non-routine air quality and greenhouse gas (GHG) permitting and compliance services that may include, but not be limited to, communications with SMAQMD staff, addressing notice(s) of violation, preparing applications for permit modifications; follow-up activities associate with the TEIP and TEIR described in Task 427, new regulations and requirements, etc.

**Task 415** - AB 2588 Toxics Emissions Inventory / Reporting - The City expects, over the next two years, to receive directives from SMAQMD to prepare a toxic emissions inventory plan (TEIP), followed by a toxic emissions inventory report (TEIR); both associated with state AB2588 requirements.

ONE-TIME PROJECTS

2018 thru 2019

**Task 420** - Evaluate and recommend solutions for LFG issues near the perimeter. Recently, Wells S-20R and S-21D have had high gas readings. This is a problematic area and may require a design solution.
**Task 421** - Consultant will need to receive Red Line Drawings from the Flare Contractor (Blue Flame Crew) and produce Record Drawings for the City Recycling and Solid Waste Division.

**Task 422** - In mid-2019, Consultant will be tasked to design and perform Construction Quality Assurance (CQA) for a gas extraction system for the City-owned "Cannon Scollan" Landfill, a 7-acre site between 23rd and 25th Street and north of the railroad levee. The site has two probes, installed in 2016, and both had high methane gas readings. The site is anticipated to be closed in 2020, and a gas extraction system installed soon after. Consultant will prepare plans and specifications for public bid.

2020

**Task 423** - The Contractor will need to prepare plans and specifications for removing the old flare that exists at 28th Street, and perform a radioactivity test of the old flare to deem whether the metal can be recycled at a local recycler.

**Task 424** - In 2020, the Consultant will likely be asked to re-certify the cap on WMU-A or WMU-B after the City completes a dirt storage project.

SCS will perform the above scope of work tasks as requested by the City for the budgeted fees shown in Table 1.

We are available to discuss these services and fees with the City. Please contact either of the undersigned.

Sincerely,

[Signature]

Wendell Minshew, P.E.
Senior Project Manager
SCS Engineers

[Signature]

Ambrose A. McCready, P.E.
Project Director
SCS Engineers

WEM/AAM

cc: Chris Thoma

Table 1
TABLES
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**TOTAL SCS FEES** $37,000 $186,000 $174,500 $397,500
This Certificate of Liability Insurance 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).

### Insured
- **SCS Engineers**
  - 3900 Kilstrow Airport way, Suite 100
  - Long Beach CA 90886-6816 USA

### Insurers
- **INSURER A:** Steadfast Insurance Company
  - NAIC #: 26387
- **INSURER B:** Zurich American Ins Co
  - NAIC #: 16535
- **INSURER C:**
- **INSURER D:**
- **INSURER E:**
- **INSURER F:**

### Coverages

**Certificate Number:** 570070498940

**Revision Number:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims. Limits shown are as requested.

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</table>

**Description of Operations/Locations/Vehicles:**

Job: General Engineering and Consulting Services for any and all projects with the City of Sacramento, including but not limited to 28th St. Landfill, Pott's Landfill and Old Elvis Landfill. City of Sacramento, its officials, employees and volunteers are included as additional insureds 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 EBIK BRO
- P.O. Box 257, Ref #106-2334256
- Portland OR 97207-0257 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:**

Aon Risk Insurance Services West Inc.
Additional Insured – Automatic – Owners, Lessees Or Contractors

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

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

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

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

   1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or

   2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

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

This endorsement modifies insurance provided under the following:

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

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<td><strong>Name Of Person Or Organization:</strong></td>
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<td>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.</td>
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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: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Premium $

Insurance Company: Zurich American Insurance Company
WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE POLICY
WC 04 03 06 (Ed. 4-84)

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