

**CITY OF MILPITAS  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of July 1, 2019 (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and Psomas, a California corporation with its principal place of business at 555 South Flower Street, Suite 4300, Los Angeles, CA 90071 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

GIS Data Verification and Update (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Fifty Four Thousand and Twenty Five Dollars and zero Cents (\$154,025)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within 9 months. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to

so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's reasonable choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with

the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, and upon payment therefor, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually

agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization.

Consultant shall assign Craig Gooch as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:  
City of Milpitas  
455 E. Calaveras Boulevard  
Milpitas, California 95035  
Attn: Steve Erickson

CONSULTANT:  
Psomas  
1500 Iowa Avenue, Suite 210  
Riverside, CA 92507  
Attn: Craig Gooch

and shall be effective upon receipt thereof.

21. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other

consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention.

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MILPITAS  
AND PSOMAS**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF MILPITAS**


Approved By:



Steve McHarris  
Interim City Manager

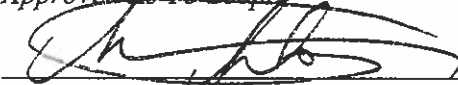
6/28/19  
Date

Approved As To Form:



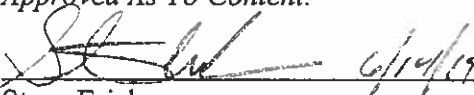
Christopher J. Diaz  
City Attorney

Approved As To Scope:



Walter Rossmann  
Director of Financial Services

Approved As To Content:

 6/14/19

Steve Erickson  
Engineering Director / City Engineer

**PSOMAS**



Signature

Craig Gooch  
Name

Vice President  
Title

5/30/2019  
Date

DIR Registration Number (If Applicable)

EXHIBIT A  
Scope of Services

# GIS DATA VERIFICATION AND ENHANCMENT

For the City of Milpitas

Abstract

This proposal describes services to evaluate and update the GIS representation of Water, Sewer, and Storm Drain infrastructure for the entire City area.

May 16, 2019

Psomas  
[www.psomas.com](http://www.psomas.com)

**City of Milpitas**  
**GIS Data Verification and Enhancement**

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Contents

Project Understanding .....	1
Project Scope .....	1
Project Methodology .....	2
Assumptions.....	3
Project Team Qualifications.....	4
Project Schedule .....	5
Fee for Services .....	6

**City of Milpitas**  
**GIS Data Verification and Enhancement**

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## Project Understanding

The City of Milpitas has a long-standing GIS system and database that includes water, sewer, and storm drain asset mapping. The City would like to verify the data content to assure it is representative of the current built environment. Originally, the water, sewer, and storm drain assets were mapped in CAD and have subsequently converted to a GIS database format. As a result, artifacts from the CAD conversion include numeric data sometimes being represented as text. Other issues that need to be addressed may be uncovered during this project.

During the last five years, GIS updates reflecting construction of new assets and re-configuration of old assets have not been reflected in the GIS and will need to be added.

Psomas reviewed the GIS data from the water, sewer, and storm drain data sets. The review evaluated the quantity of features, their attributes and the number of plan sets referenced by the existing data. We identified just less than 2,000 unique plan sets referenced in the data and a total of 35,000 utility features. The number of individual attributes requiring verification is approximately 350,000 attributes to verify or update. This understanding of the data drives the scoping and level of effort to verify data by reviewing plans.

The total number of plans that reflect utility changes over the last several years (that need to be reflected in the updated GIS) is uncertain.

Complete and accurate representation of GIS data for City utilizes is essential to support asset mapping, asset management and maintenance, capacity modeling, capital improvement planning, and other common activities performed by the City.

This project will provide updates and verification of the water, sewer, and storm drain asset in GIS.

## Project Scope

Psomas has extensive experience (20+ years) in accurate GIS mapping of utility assets for cities, counties, and other agencies. The project will use proven GIS mapping and data quality control processes with adaptation to the specific needs of the City. The foundation of experience with similar projects provides assurance for the project outcomes.

In summary, the project will

- Verify and enhance the GIS representation of water, sewer, and storm drain systems based on as-built drawings. The goal is to increase the certainty that the GIS for these utilities is complete and accurate representing the system of record.
- City supplied as-built drawings will be provided to use as the official record in which to verify and update the GIS data.
- Every relevant plan sheet (sheets with water, sewer, or storm assets) will be reviewed and compared to the existing GIS for
  - Completeness of feature representation (pipes, valves, blow offs, manholes, inlets, outfalls, etc.)
  - Accuracy and completeness of attributes (material, diameter, depth, inverts, plan ID, asset type, etc.)

## City of Milpitas GIS Data Verification and Enhancement

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- When verification is performed, the Asset will be tagged with an appropriate attribute indicating it was verified or updated.
- Spatial re-positioning is not a primary goal but any features mis-located would be re-positioned.
- Hyperlink paths to as-built drawings will be verified and updated
- The data will be updated to reflect a modern utility model design such as Esri Utility Network Model or the Local Government Information Model.
- A geometric network will be established to enable network tracing, shut down analysis, and water demand analysis for example.

### Project Methodology

Psomas will meet with the City and conduct a project kickoff meeting following a notice to proceed. The kickoff meeting will clarify project points of contact, will review the project scope of work, and discuss data exchange processes.

Following the kickoff, Psomas will propose the Esri Geodatabase based on discussions during the kickoff meeting. The database design will describe the feature types, attributes, domain values, and topology requirements. A technical memorandum will include the database design and data conversion rules describing the source of each attribute.

The conversion process will follow a straight forward step-wise approach. All three systems will be checked at the same time, different GIS technicians will be assigned different plan sets based on geography. The tasks include:

- Georeferencing
- Spatial positioning check
- Attribute check
- Network Check
- Quality Assurance and Editing

#### Georeferencing

Each plan sheet will be extracted to TIFF images and georeferenced using an affine method (translation and rotation, no warping). Positioning will be based on aligning known physical features and on the Santa Clara County 2018 digital orthophotography.

#### Spatial Positioning Check

Georeferenced plans will be set to 50% transparency so that the vector data, plans and the digital orthophotos are simultaneously displayed. Physical features such as water valves, hydrants and manholes will be moved over like-features as observed on the orthophotos. We believe that this will improve the current spatial accuracy to about 2- ½', associated piping / assets will be adjusted simultaneously.

#### Attribute Check

This task is the core goal for the project and will take the bulk of the project's resources. The as-built plans will be the sole source for this phase of work. All features will be reviewed, without exception. The list of attributes will be determined during the scoping and pilot phase of the project; editing and population of new content based on available data.

## City of Milpitas GIS Data Verification and Enhancement

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The attributes to be verified based on the current schema (where the values would be expected on the as-built plans) include:

- Plan Name
- Project No. / Tract No.
- Street Name
- Year / Date Installed
- Diameter
- Material
- Length (pipes)
- Invert
- Slope
- Structure Type
- Rim / Top-of Grate

All features will have Source Control attributes assigned so that record-level tracking is maintained for all systems and all features. This will include: Source Name (document), Editor / Date, Reviewer/Date, and Status.

### Network Check

Geometric Networks will be built for each system after the positioning and attribute checks are complete. Network checks assure that lines that should be connected are connected and the flow direction on gravity systems is downstream based on pipe invert values.

### Quality Control

Quality Control checking will employ several staff and a combination of visual and analytic measures:

- Independent staff i.e. those not involved in production will be used to check geometry and attribute tables.
- Digitizers will check basic geometry errors such as pipe lengths and spatial identity (duplicate) for structures.
- Geoprocessing tools to look for non-systemic geometry errors will include topology checks (dangles).
- Geometric Network errors and other attribute inconsistencies will be analyzed for each system for correction or provided to the city for review.
- Data will be provided to the City for review along with a quality report demonstrating data completeness and conformance to the data models.
- The City will review the deliverables and note any data quality exceptions that may be identified.
- Psomas will correct identified errors prior to final delivery.

### Assumptions

1) The project's goal is to confirm completeness of asset representation in the GIS by verifying completeness and accuracy of spatial features and attributes based on the City's as-built plans. As such:

- The City will provide plan drawings in digital format (TIFF/JPG or PDF)

## City of Milpitas GIS Data Verification and Enhancement

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- The provided plan sets are complete and legible. This should include title sheet, any standards for the project (e.g. '...all sewer will be [xxx] if not specifically called out...') and profiles

2) Water, Sewer and Storm Drain systems are included in the scope. No other city assets or infrastructure are to be considered.

3) The City will provide a GIS readable of base map feature layers *and* the Santa Clara County 2018 digital orthophotography data. All data will be based on California State Plane Coordinates, Zone 3 NAD Datum US Feet.

4) Target spatial accuracy is +/- 2-1/2' feet horizontal based on relative positioning of physical features as observed on the digital orthophotography.

5) GIS deliverables to the City will be an Esri Geodatabase.

## Project Team Qualifications

Psomas is teamed with Lynx Technologies to optimize delivery of services for this project. Our two firms have worked together on many projects for more than 20 years. Psomas will serve as the primary point of contact with the City, will lead and coordinate the geodatabase design, and manage all quality control and data delivery. Lynx Technologies will staff the data review and editing processes. This relationship between the two firms has proven successful on many projects large and small.

### Psomas GIS

Dedicated to balancing the natural and built environment, Psomas provides sustainably engineered solutions to public and private sector clients from 16 offices throughout California, Arizona, and Utah. Founded in Los Angeles in 1946, Psomas has become a premiere, full-service consulting firm committed to helping our clients create value and deliver complex projects.

Psomas provides complete information technology (IT) and geographic information systems (GIS) solutions. We provide GIS data management, applications development, systems integration, and consulting services. Psomas has been designing, developing, implementing and supporting GIS-based applications and databases for over 25 years for cities, counties, utilities, regional cooperatives, and state agencies. Our forte is combining strong GIS technical skills with project management acumen to effectively engage with our clients, identify needs, and deliver effective and relevant solutions.

Psomas GIS services focus on public works and asset management solutions. We have specialties in Esri GIS and maintain current competencies in mobile, web, and cloud technological development. Psomas aids our clients in appropriate applications of GIS that address broad application opportunities including integration with other systems such as CMMS, SCADA, engineering modeling, and document management.

### Lynx Technologies

Lynx Technologies (Lynx) is a GIS professional services firm located in Capitola, California. The company was founded in 1991 (sole proprietorship: 1991-2006, S-Corporation: 2006-present). Lynx Technologies has been a registered ESRI business partner since 2002.

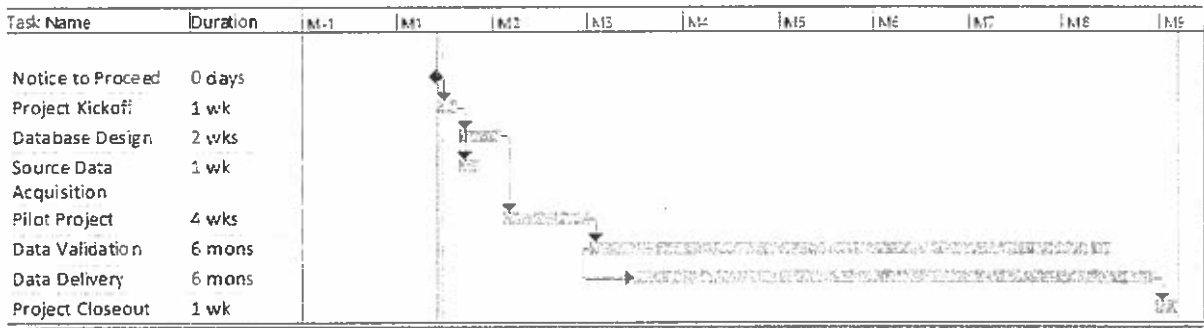
**City of Milpitas  
GIS Data Verification and Enhancement**

Lynx typically works with small to medium sized local government agencies and has helped hundreds of cities and special districts in three states on the West Coast over the last 29 years. Lynx has a flexible business model and can expand its resources to support large projects including establishing satellite offices and providing on-site staff for short-term, project-based engagements. Staff augmentation for on-site GIS development and management is a growing sector of their business.

Lynx maintains a staff of 10 GIS analysts and technicians with experience in ESRI's ArcGIS software suite, Autodesk's AutoCAD Map, Microsoft SQL Server, and Latitude Geographics' Geocortex Essentials. Programming experience includes Python/ArcPy, JavaScript, HTML5/CSS and Windows Workflow Foundation environments. The company maintains and operates GIS and Survey grade GPS collectors and measuring devices from Trimble, Leica, and one E-size scanner.

**Project Schedule**

The schedule for the project is based on similar project scope of services and includes review time for the City to review project deliverables. The overall project is expected to take approximately eight months from start to completion. Incremental deliverables will be made monthly throughout the project.



**City of Milpitas**  
**GIS Data Verification and Enhancement**

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## Fee for Services

Project fees are based on similar public works mapping and data verification projects considering the understanding of the existing City data based on City staff discussions and our review of the data.

ID	Task	Hours	Total Cost
<b>1</b>	<b>Project Initiation and Management</b>		
1.1	Project initiation	8	\$2,250
1.2	Project management	32	\$8,000
1.3	Project closeout	4	\$1,000
<b>Task 1 Total</b>		<b>44</b>	<b>\$11,250</b>
<b>2</b>	<b>Database Design</b>		
2.1	Design configuration	24	\$3,600
2.2	City Review	3	\$550
<b>Task 2 Total</b>		<b>27</b>	<b>\$4,150</b>
<b>3</b>	<b>Data Validation and Delivery</b>		
3.1	Georeferencing	162	\$7,838
3.2	Location Check	233	\$11,290
3.3	Attribute Check	2042	\$98,787
3.4	Network Check	180	\$8,709
3.5	Final validation and delivery	40	\$6,000
<b>Task 3 Total</b>		<b>2657</b>	<b>\$132,625</b>
<b>5</b>	<b>Contingency</b>		
5.1	Added Plan Sets	0	\$6,000
<b>Task 5 Total</b>		<b>0</b>	<b>\$6,000</b>
<b>Project Total</b>		<b>2728</b>	<b>\$154,025</b>

**NOTE:**

*Direct cost includes travel/mileage and reproduction services; Psomas will invoice at cost.*

Additional plan sets (5 pages in each set) will be charged at \$600.00 for GIS updating. The number of added plans is undetermined and expected to be covered by the contingency.

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

EXHIBIT C  
Activity Schedule

EXHIBIT D

Insurance Requirements

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**Commercial General Liability (CGL):**

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:**

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 per accident for bodily injury and property damage.

\_\_\_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 per accident for bodily injury and property damage.

\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

\_\_\_ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

\_\_\_ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

  
\_\_\_\_\_  
Contractor/Consultant Signature

**Builder's Risk (Course of Construction):**

\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

**Surety Bonds:**

\_\_\_ Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**Contractor's or Consultant's Pollution Legal Liability:**

\_\_\_ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain the following provisions:

X **Additional Insured Status:**

The insurance policies are to contain, or be endorsed to contain the following provision:

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis

for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

X **Primary Coverage:**

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the Contractor's or Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

     **Builder's Risk (Course of Construction Insurance) (applicable to Construction Contracts only)**

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

X **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain, or be endorsed to contain that coverage shall not be canceled except with thirty (30) days' prior written notice to the City, ten (10) days if cancellation is due to non-payment of premium.

X **Waiver of Subrogation:**

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

     **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

**Deductibles and Self-Insured Retentions (“SIR”):**

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to City.

**Claims Made Policies: (note - should be applicable only to professional liability, see below)**

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the

Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

**Verification of Coverage:**

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**Failure to Comply:**

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Applicability of Coverage:**

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Company Name: PSOMAS

**INSURANCE REQUIREMENTS GRID**

All of the "standard" insurance requirements for the City of Milpitas are contained in the documents entitled "Exhibit A Insurance Requirements - General", and "Exhibit A Insurance Requirements - Consultants" all of which must be met unless specifically exempted in writing by the Risk Manager. In addition, here are the basic requirements regarding the four (4) endorsements required by the City. Insurance coverage required by the City varies depending on the contract; you have to read the insurance requirements of the contract to be sure you are getting all of the necessary endorsements.

	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied	X if required	Check if supplied
Endorsement Required	General Liability		Auto Liability		Workers Comp.		Pro. Liability		Other	
1.) Additional Insured*	X	✓	X	✓						
2.) Contractors Insurance shall be:										
Primary	X	✓	X	✓						
Non-Contrib.	X	✓	X	✓						
3.) Waiver of Subrogation	X	✓	X	✓	X	✓				
4.) 30 Day Notice of Cancellation	X		X							
Exceptions:	WITH REGARDS TO #4 GL & AL, AFTER SEVERAL TRIES, NOT RECEIVED YET. OK TO PROCEED.									

**Note:**

Most insurance companies will provide certificates and endorsement for the requirements listed above, but frequently not until specifically asked. The City always prefers "stand alone" endorsements. However, depending on the insurance company, it may be their practice to issue a standardized "blanket" endorsement form/document(s). Alternatively, they may submit excerpts from the policy document, this is also acceptable to the City. However, be sure to ask the company to put the specific Policy # on the document and clearly mark the specific clause(s) that reflect each endorsement and to send you those pages only, or you will likely wind up with a 50 page policy and no easy way to determine which clauses apply to the certificate.

Prepared BY: [Signature]

Approved By: [Signature] Date: 6.17.14

X = Most commonly required

\* AI language must be stated as follows: "The City, its officers, officials, employees, and volunteers"



## DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation is applicable where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

POLICY NUMBER: 5250210

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

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 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

POLICY NUMBER: 5268212

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 5268212

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## 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

<p><b>Name Of Person Or Organization:</b> PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of

policy No. 4489706 issued to PSOMAS

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

SCHEDULE

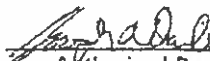
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
 \_\_\_\_\_  
 Authorized Representative or  
 Countersignature (in States Where  
 Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of

policy No. 4489706 issued to PSOMAS

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2019 forms a part of

policy No. 4489706 issued to Psomas

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:**

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 12:01 AM 04/01/2019 forms a part of Policy No. 015-89-3765

Issued to PSOMAS

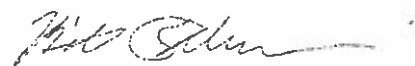
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61  
(Ed. 11/90)

Countersigned by



Authorized Representative

**CITY COUNCIL MEETING**

**06/11/2019**

**SUMMARY OF ACTIONS**

**Item**

**Staff**

**PUBLIC FORUM**

1. **RE-OPEN PUBLIC HEARING AND ADOPT RESOLUTIONS TO APPROVE THE FISCAL YEAR 2019-20 OPERATING BUDGET AND THE 2019-2024 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF MILPITAS AND THE MILPITAS HOUSING AUTHORITY, APPROVE THE FISCAL YEAR 2019-20 GANN APPROPRIATIONS LIMIT, AUTHORIZE VARIOUS FINANCIAL ACTIONS, APPROVING VARIOUS FINANCIAL POLICIES, AMEND THE CLASSIFICATION PLAN FOR BUDGETARY RECLASSIFICATIONS AND POSITION AUTHORIZATIONS**

Walter Rossmann  
Jane Corpus  
Feliser Lee

- 1) Re-opened the public hearing, moved to close it following 5 speakers.
  - 2) Adopted 3 Resolutions:
    - a. Joint Resolution No. 8880/HA 29 approving Fiscal Year 2019-20 Operating Budget and 2019-2024 Capital Improvement Program for City & Housing Authority, approve Appropriations (Gann) Limit, and authorize various financial actions by the City Manager.
    - b. Resolution No. 8881 amending Classification Plan to establish new classifications and create title changes and salary ranges, adjust # of positions on Authorized Position List, adjust salary ranges for specific classifications, establish classification title changes and amend specific budgeted, allocated positions. Deleted from list was Admin. Asst. for City Council & directed staff to return with increased funding amount and a proposal for potential analyst-level intern(s) or fellow position(s).
    - c. Resolution No. 8882 amending Classification Plan to adjust the hourly rate and ranges for classifications due to the minimum wage ordinance.
    - d. Resolution No. 8883 amending Limited Service Employees' eligibility and list of fringe benefits.
  - 3) Approved travel requested by City Manager and elected officials in FY 2019-20, per City policy.
- VOTE: 5 AYES - 0 NO

2. **RE-OPEN THE PUBLIC HEARING AND CONSIDER APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATIONS FOR FY 2019-2020 AND ADOPT THE DRAFT ANNUAL ACTION PLAN**

Sharon Goei  
Robert Musallam

- 1. Re-opened the public hearing, and move to close it following 8 speakers.
  - 2. Approved Community Development Block Grant funding for FY 2019-20, per recommendation of Community Advisory Commission, with slight increase to 2 organizations per recommendation of Council Subcommittee on CDBG allocation.
  - 3. Approved the draft FY 2019-2020 Annual Action Plan on CDBG funds.
  - 4. Authorized City Manager to make any necessary changes to the approved draft FY 2019-2020 Action Plan, as needed to comply with CDBG submission guidelines.
  - 5. Authorized City Manager to execute CDBG agreements with the approved recipients.
- VOTE: 5 AYES and 0 NO

\*3. **ADOPT A RESOLUTION AUTHORIZING ACCESS TO STATE LEVEL AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, CERTIFICATION, AND LICENSING PURPOSES**

Henry Kwong

Adopted Resolution No. 8884 authorizing access to state and federal level Summary Criminal History Information for employment, certification, and licensing purposes.  
VOTE: 5 AYES and 0 NO

\*4. **APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH ADS ENVIRONMENTAL SERVICES FOR FLOW MONITORING CONSULTING SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED \$160,000**

Chris Schroeder  
Tony Ndah

Approved Professional Service Agreement with ADS Environmental Services for Flow Monitoring Consulting Services for the not to exceed amount of \$160,000.  
VOTE: 5 AYES and 0 NO

**CITY COUNCIL MEETING**

**06/11/2019**

**SUMMARY OF ACTIONS**

<b><u>Item</u></b>		<b><u>Staff</u></b>
*5.	<p><b><u>APPROVE AMENDMENT NO. 1 TO THE AGREEMENT WITH WEST YOST ASSOCIATES FOR DESIGN SERVICES FOR MAIN LIFT ODOROUS EMISSIONS CONTROL FACILITY</u></b></p> <p>Approved and authorized City Manager to execute Amendment No. 1 to the agreement with West Yost Associates for Design Services for Main Lift Odorous Emissions Control Facility for an additional amount of \$36,340 for additional services (as identified).</p> <p>VOTE: 5 AYES and 1 NO</p>	Tony Ndah
*6.	<p><b><u>APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE CONSULTING SERVICES AGREEMENT WITH HMM, INC. FOR THE MIDTOWN STREET LIGHT AND UTILITY UNDERGROUND 2017, PROJECTS NO. 3430 AND NO. 3425</u></b></p> <p>Approved and authorized the City Manager to execute Amendment No. 3 to the Consulting Services Agreement with HMM, Inc. for the Midtown Street Light and Utility Underground 2017, Projects No. 3430 and No. 3425.</p> <p>VOTE: 5 AYES and 0 NO</p>	Steve Erickson
*7.	<p><b><u>ADOPT RESOLUTION APPROVING PROJECT PLANS AND SPECIFICATIONS AND AWARDED CONSTRUCTION CONTRACT TO MARINA LANDSCAPE, INC., FOR CREIGHTON PARK RENOVATION, PROJECT NO. 5109; AND APPROVE AMENDMENT NO. 1 TO THE AGREEMENT WITH BFS LANDSCAPE ARCHITECTS FOR THE PROJECT</u></b></p> <p>1. Adopted Resolution No. 8885 to approve project Plans and Specifications for the Creighton Park Renovation, Project No. 5109, award a construction contract to and authorize the City Manager to execute the contract to the lowest responsible bidder submitting a responsive bid, Marina Landscape, Inc. in the amount of \$2,389,435 for the Project; and</p> <p>2. Authorized City Manager to execute Amendment No. 1 to the Professional Services Agreement with BFS Landscape Architects to increase compensation by \$70,530 for the Project.</p> <p>VOTE: 5 AYES and 0 NO</p>	Steve Erickson

**IV. Information Technology** \$175,000  
 Software Maintenance Cayenta \$25,000 S

**V. Human Resources** \$133,900  
 York Third Party Administrator for Worker's Comp years)  
 Brown & Brown Excess Insurance \$180,000

**VI. Community Development** \$150,000  
 Economic Planning Systems (EPS) Implement Development Strategies within Growth Opportunity Sites

**VII. Engineering (CIP/Design Related)** \$250,000  
 (CIP Related) CIP Category CIP No./Name

Community Improvement	CP3418 - City Std Details, Guidelines (Design Services)	\$250,000
Community Improvement	CP3447 - Fire Station #2 Replacement- Swinerton Contract (Ph II CM Services)	\$1,200,00
Community Improvement	GIS Consulting Services (Professional Services)	\$155,000
Community Improvement	CP2006 - Transit Area Specific Plan Update (Professional Services)	\$350,000
Community Improvement	CP3437 - Midtown Specific Plan Update (Professional Services)	\$350,000
Community Improvement	NEW - Climate Action Plan Update (Professional Services)	\$200,000
Community Improvement	PLAN - Community Center Building Assessment (Professional Services)	\$150,000
Community Improvement	NEW - Parks & Recreation Master Plan Update (Professional Services)	\$525,000
Park Improvement	NEW - Citywide Traffic Modeling (Design Services)	\$400,000
Street Improvement	NEW - Citywide Traffic Safety Assessment (Design Services)	\$400,000
Street Improvement	NEW - Costa Street Plan Line Study (Design Services)	\$125,000
Street Improvement	NEW - Feasibility of POCs at VTA LRP (Design Services)	\$180,000
Street Improvement	NEW - S. Milpitas Blvd. Veh.. Bridge at Penitencia Creek (Design Services)	\$1,000,00
Street Improvement	CP2001 - Light Rail Median Landscaping (Design Services)	\$400,000
Street Improvement	CP4291 - Street Resurfacing Project 2019 (Design Services)	\$350,920
Water Improvement	CP7076 - Well Upgrade Project (CM Services)	\$800,000
Sewer Improvement	CP6131 - Sanitary Sewer Cathodic Protection Imp (Design Services)	\$380,000

6/11/19  
 #1

May not include original amount

**AMENDMENT NO. 1**  
**TO PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF MILPITAS**  
**AND PSOMAS**

This Amendment is entered into this 1st day of April 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and Psomas, a California Corporation (hereafter referred to as "Consultant"). City and Consultant maybe individually referred to herein as "Party" or jointly as the "Parties."

**RECITALS:**

WHEREAS, the Parties entered into a Professional Services Agreement on July 1, 2019, (the "Agreement") for GIS data verification and update services for the maximum compensation amount of \$154,025, and with a term period of July 1, 2019, through April 1, 2020; and

WHEREAS, the Parties now desire to amend the Agreement to extend the expiration date of the Agreement by six months to allow CONSULTANT additional time to complete the verification, evaluation, and update of City utility information in the City's GIS system, as described in Exhibit A to the Agreement, and to make ministerial changes to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 5, entitled "Time of Performance," is hereby amended to read as follows:  
  
"The term of this Agreement shall be from July 1, 2019, to October 1, 2020, unless earlier terminated as provided herein. Consultant shall complete the services within the term of this Agreement and shall meet any other established schedules and deadlines."
2. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 11, entitled "Insurance" of the Agreement dated July 1, 2019. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policies.
3. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.
4. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

- 5. If any provision of this Amendment No. 1 shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment No. 1 unless elimination of such provision materially alters the rights and obligations set forth herein.

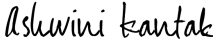
IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the 1st day of April 2020.


**CITY OF MILPITAS**

**PSOMAS**

*Approved By:*

DocuSigned by:

  
 Steven G. McHarris, Interim City Manager

  
 Craig Gooch, Vice President


May-15-2020

May-13-2020


Date

Date


*Approved As To Form:*

DocuSigned by:  
  
 Christopher J. Diaz, City Attorney

*Approved:*

DocuSigned by:  
  
 Walter C. Rossmann,  
 Risk Manager/Director of Finance

*Approved As To Content:*

DocuSigned by:  
  
 Steve Erickson,  
 City Engineer/Director of Engineering

Alex Padilla  
 California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Thursday, September 3, 2020. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C0705477 PSOMAS

<b>Registration Date:</b>	02/01/1974
<b>Jurisdiction:</b>	CALIFORNIA
<b>Entity Type:</b>	DOMESTIC STOCK
<b>Status:</b>	ACTIVE
<b>Agent for Service of Process:</b>	NICOLAS TARDITTI 100 CORPORATE POINTE, SUITE 265 CULVER CITY CA 90230
<b>Entity Address:</b>	555 S FLOWER ST, SUITE 4300 LOS ANGELES CA 90071
<b>Entity Mailing Address:</b>	100 CORPORATE POINTE, SUITE 265 CULVER CITY CA 90230

 [Certificate of Status](#)

A Statement of Information is due EVERY year beginning five months before and through the end of February.

Document Type	↕	File Date	↕	PDF
SI-COMPLETE		02/28/2020		
SI-COMPLETE		02/25/2019		
MERGER		01/30/2009		
MERGER		01/01/2008		
MERGER		03/29/2007		
MERGER		02/27/2007		
MERGER		01/31/2006		
AMENDMENT		01/27/2006		
AMENDMENT		09/15/2000		

Document Type	↕	File Date	↕	PDF
AMENDMENT		12/14/1998		
AMENDMENT		06/16/1995		
MERGER		03/23/1990		
MERGER		11/14/1988		
AMENDMENT		04/03/1987		
RESTATED REGISTRATION		12/31/1979		Image unavailable. Please request paper copy.
AMENDMENT		06/23/1975		Image unavailable. Please request paper copy.
REGISTRATION		02/01/1974		Image unavailable. Please request paper copy.

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Psomas</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>100 Corporate Pointe, Suite 265</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Culver City, CA 90230</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
9	5	-	2	8	6	3	5	5	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*J. J. Putter*

Date ▶

*1-3-2020*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## City of Milpitas

### Insurance Requirement Checklist

Vendor: Psomas

All of the standard insurance requirements for the City of Milpitas are contained in the BBK contract documents. Those items that are required are marked with an "X" but vary per contract. All items so marked must be met unless specifically exempted in writing by the Risk Manager. Insurance coverage required by the City varies depending on the contract; carefully read the contract to be sure all the necessary endorsements are included below.

		X if required	Check if supplied		X if required	Check if supplied		X if required	Check if supplied		X if required	Check if supplied		X if required	Check if supplied
	Endorsement Required	General Liability			Auto Liability			Workers Comp			Pro Liability	<input checked="" type="checkbox"/>		Other:	<input type="checkbox"/>
1	Additional Insured **	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									<input type="checkbox"/>
2	Contractors Insurance shall be:														
	Primary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>									
	Non-Contrib.	<input checked="" type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	Yes										
3	Waiver of Subrogation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>						
4	30-Day Notice of Cancellation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	*	<input checked="" type="checkbox"/>	<input type="checkbox"/>									

\* Most commonly required for BBK template agreements and contracts.

\*\* Additional Insured language must be stated as follows: "The City, its elected and appointed officials, officers, attorneys, agents, and employees."

Exceptions:

With regards to #4, GL and AL, after several attempts, still not received, OK to proceed.

Prepared By: Rosanne Yamashita

Date: 4/22/2020

Approved By: Chris Schroeder

Date: 4/23/20

**Note:**  
 Most insurance companies will provide certificates and endorsement for the requirements listed above, but frequently not until specifically asked. The City always prefers stand alone endorsements. However, depending on the insurance company, it may be their practice to issue a standardized blanket endorsement form/document(s). Alternatively, they may submit excerpts from a policy document, this is also acceptable to the City. However, be sure to ask the company to put the specific policy number on the document and clearly mark the specific clause(s) that reflect each endorsement and to send you those pages only, or you will likely wind up with a 50 page policy and no easy way to determine which clauses apply to the certificate.



## DESCRIPTIONS (Continued from Page 1)

insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.



POLICY NUMBER: GL5268212

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHO YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>PER THE CONTRACT OR AGREEMENT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

POLICY NUMBER: GL5268212

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**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**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

**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 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

POLICY NUMBER: **GL5268212**

COMMERCIAL **GENERAL LIABILITY**  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

**This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your**

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) **You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance** available to the additional insured.

POLICY NUMBER: **GL5268212**

COMMERCIAL **GENERAL LIABILITY**  
CG 24 04 05 09

## **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:**

PURSUANT TO APPLICABLE **WRITTEN CONTRACT** OR AGREEMENT YOU ENTER INTO.

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.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

policy No. CA4489706 issued to Psomas

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO** COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.**

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
 \_\_\_\_\_  
 Authorized Representative or  
 Countersignature (in States Where  
 Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

policy No. CA4489706 issued to PSOMAS

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. <sup>04/01/2020</sup> forms a part of

policy No. **CA4489706** issued to **Psomas**

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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 12:01 AM 04/01/2020 forms a part of Policy No. **WC 015-89-3765**

Issued to **PSOMAS**

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.**

The addit'onal premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.



**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

Policy No. CA4489706 issued to PSOMAS

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

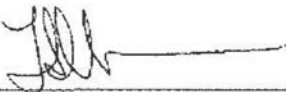
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
\_\_\_\_\_  
**Authorized Representative**

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 04/01/2020 forms a part of

Policy No GL5268212 issued to PSOMAS

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.


Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
\_\_\_\_\_  
**Authorized Representative**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 12:01 AM 04/01/2020 forms a part of Policy No. WC 015-89-3765

Issued to PSOMAS

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.
2. Insurer means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

## Exhibit 2

Department Name	Contractor Name (if known) or Type of Contract	Description of Contract/Payment	Estimated Amount	Fund
Police	Silicon Valley Regional Interoperability Authority	Silicon Valley Regional Communications System (SVRCS) - Annual Operations and Maintenance for digital radio system	\$110,508	General Fund
Recreation & Community Services	County of Santa Clara	Senior Nutrition Program Meal service	\$177,106	General Fund

## 2. FY 2020-21 Capital Improvement Program (CIP) Budget

CIP Category	CIP Project No. & Name	Description of Contract	Est. Amount	Fund
Community Improvement	Comprehensive Zoning Ordinance Update (new)	Comprehensive Update to the City's Zoning Ordinance and related EIR	\$500,000	Community Planning Fees
Community Improvement	3418 Std. Details, Guidelines & Specs Update	Design/professional services contract for Update Engineering Std. Details and Specs	\$350,000	Permit Automation Fund
Community Improvement	3427 Technology Projects	Design/professional services contract amendment for GIS Utility Data Verification and Update (Psomas)	\$200,000	Permit Automation Fund, General Gov. CIP Fund
Community Improvement	3436 City Building ADA Compliance Review	Design/professional services contract for provide ADA compliance review of City Buildings.	\$150,000	General Gov. CIP Fund
Street Improvement	CIP 2021 Costa Street Plan Line Study	Design/professional services contract for the preparation of a Plan Line Study to evaluate the extension of Costa Street to connect to South Abel and South Main Street in the Transit Area Specific Plan (TASP) area. The study will evaluate right-of-way, adjacent property access, emergency vehicle access, pedestrian circulation, and streetscape opportunities.	\$125,000	TASP Impact Fees

**CITY COUNCIL MEETING**

**06/02/2020**

**SUMMARY OF ACTIONS**

**Item**

**Staff**

10. **OPEN THE PUBLIC HEARING AND ADOPT 7 RESOLUTIONS TO APPROVE THE FISCAL YEAR 2020-21 OPERATING BUDGET AND THE 2020-2025 CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF MILPITAS AND THE MILPITAS HOUSING AUTHORITY, APPROVE THE FISCAL YEAR 2020-21 GANN APPROPRIATIONS LIMIT, AUTHORIZE VARIOUS FINANCIAL ACTIONS, APPROVING VARIOUS FINANCIAL POLICIES AND BUDGET GUIDELINES, AMEND THE CLASSIFICATION PLAN FOR ALIGNMENT WITH THE FY 2020-21 BUDGET AND THE MINIMUM WAGE INCREASE, AMEND THE FRINGE BENEFITS FOR UNREPRESENTED AND LIMITED SERVICES EMPLOYEES, AMEND THE FY 2020-21 MASTER FEE SCHEDULE** Walter Rossmann
- (1) Closed the public hearing following comments from 3 residents.  
(2) Adopted 7 Resolutions:  
a) **Joint Resolution No. 8976 / HA Resolution No. 30** approving FY 2020-21 Operating Budget and 2020-2025 Capital Improvement Program for the City and Housing Authority, approve appropriations limit, and authorize various financial actions by the City Manager, including approval of contracts and payments of more than \$100,000.  
b) **Resolution No. 8977** to amend the Classification Plan to adjust the number of positions on the Authorized Position List, amend specific budgeted, allocated positions, and establish classification title changes.  
c) **Resolution No. 8978** to amend the Classification Plan to adjust the hourly rate and ranges for classifications due to a minimum wage increase pursuant to the minimum wage ordinance.  
d) **Resolution No. 8979** to amend the List of Fringe Benefits and Eligibility for such Benefits for Limited Term Employees.  
e) **Resolution No. 8980** to amend the Classification Plan to authorize fringe benefits for Unrepresented Management Employees.  
f) **Resolution No. 8981** to amend the Classification Plan to adjust the Salary Schedules for all IAFF, Mid-Management Confidential, ProTech, Miscellaneous Unrepresented and Fire Unrepresented Classifications consistent with previous Council Action.  
g) **Resolution No. 8982** to amend the Master Fee Schedule for FY 2020-21 for revised user and regulatory fees for various City services.  
VOTE: 5-0
11. **CONDUCT A PUBLIC HEARING AND INTRODUCE ORDINANCE NO. 38.840 AMENDING SECTIONS OF CHAPTER 10, TITLE XI, OF THE MILPITAS MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS** Rozalynne Thompson
- a) Closed the public hearing following one comment.  
b) City Attorney read aloud title of Ordinance No. 38.840.  
c) Waived 1st reading beyond the title and introduced Ordinance No. 38.840 to amend Sections of Chapter 10, Title XI of Milpitas Municipal Code relating to Accessory Dwelling Units and determine that the Municipal Code (zoning) amendment is statutorily exempt from CEQA Guidelines Section 15282(h).  
VOTE: 5-0
12. **RECEIVE REPORT AND PRESENTATION ON APPLICATION PROCESS AND TIMELINE FOR DEVELOPMENT PROJECTS** Sharon Goei
- Received report from Sharon Goei and Ned Thomas on building development application process and timelines.

## Certificate Of Completion

Envelope Id: BE81F84E43C14FB0A04D0555A261D399

Status: Completed

Subject: Amendment 2\_Psomas

Source Envelope:

Document Pages: 73

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 4

Elizabeth Koo

AutoNav: Enabled

455 E Calaveras Blvd

Envelopeld Stamping: Enabled

Milpitas, CA 95035

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

ekoo@ci.milpitas.ca.gov

IP Address: 108.233.121.170

## Record Tracking

Status: Original

Holder: Elizabeth Koo

Location: DocuSign

September 4, 2020 | 17:07

ekoo@ci.milpitas.ca.gov

## Signer Events

Susan Barrett

sbarrett@ci.milpitas.ca.gov

Security Level: Email, Account Authentication  
(None)

## Signature



Signature Adoption: Pre-selected Style

Using IP Address: 50.59.22.2

## Timestamp

Sent: September 8, 2020 | 13:44

Viewed: September 8, 2020 | 14:07

Signed: September 14, 2020 | 09:17

### Electronic Record and Signature Disclosure:

Accepted: September 14, 2020 | 09:16

ID: 31fef0a0-264c-4d32-8267-91fd2629a69b

Victoria May

vmay@ci.milpitas.ca.gov

Financial Analyst II

City of Milpitas

Security Level: Email, Account Authentication  
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 50.59.22.2

Sent: September 14, 2020 | 09:17

Viewed: September 14, 2020 | 13:14

Signed: September 14, 2020 | 13:19

### Electronic Record and Signature Disclosure:

Accepted: March 24, 2020 | 10:25

ID: 9057e3fd-7503-418b-954a-0e2c9d744af1

Chris Schroeder

cschroeder@ci.milpitas.ca.gov

Purchasing Agent

City of Milpitas

Security Level: Email, Account Authentication  
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 50.59.22.2

Sent: September 14, 2020 | 13:19

Viewed: September 14, 2020 | 14:21

Signed: September 14, 2020 | 14:22

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Craig Gooch

cgooch@psomas.com

Vice President

Security Level: Email, Account Authentication  
(None)


Signature Adoption: Pre-selected Style

Using IP Address: 75.163.224.191

Sent: September 14, 2020 | 14:22

Viewed: September 14, 2020 | 14:29

Signed: September 14, 2020 | 14:29

### Electronic Record and Signature Disclosure:


Accepted: September 14, 2020 | 14:29

ID: b7315715-e26a-4037-940b-ed53c44195af

**Signer Events**

Steve Erikson  
 serickson@ci.milpitas.ca.gov  
 City of Milpitas  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 2278381D96134D7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 24.130.143.83

**Timestamp**

Sent: September 14, 2020 | 14:29  
 Viewed: September 14, 2020 | 16:11  
 Signed: September 14, 2020 | 16:11

**Electronic Record and Signature Disclosure:**

Accepted: April 13, 2020 | 11:44  
 ID: e8919c8d-3d7d-4a9b-8ace-d7481f0ff8df

Walter C. Rossmann  
 wrossmann@ci.milpitas.ca.gov  
 Director Finance  
 City of Milpitas  
 Security Level: Email, Account Authentication  
 (None)

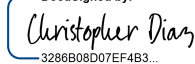
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 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 174.198.18.29

Sent: September 14, 2020 | 16:11  
 Viewed: September 14, 2020 | 22:23  
 Signed: September 14, 2020 | 22:31

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Christopher Diaz  
 cdiaz@ci.milpitas.ca.gov  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 74.116.243.2

Sent: September 14, 2020 | 22:31  
 Viewed: September 15, 2020 | 10:29  
 Signed: September 15, 2020 | 10:30

**Electronic Record and Signature Disclosure:**

Accepted: September 15, 2020 | 10:29  
 ID: 9aafe9ca-69e0-447f-8325-048d0ad882c1

Ashwini Kantak,  
 akantak@ci.milpitas.ca.gov  
 Assistant City Manager  
 City of Milpitas  
 Security Level: Email, Account Authentication  
 (None)


DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 174.194.141.6

Sent: September 15, 2020 | 10:30  
 Viewed: September 20, 2020 | 17:48  
 Signed: September 20, 2020 | 17:49

**Electronic Record and Signature Disclosure:**

Accepted: June 8, 2020 | 20:26  
 ID: f98cdd4-7f01-4783-ab98-967eec8211d9

Jessica Wutzke  
 jwutzke@ci.milpitas.ca.gov  
 Security Level: Email, Account Authentication  
 (None)

DS  
  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.59.22.2

Sent: September 20, 2020 | 17:49  
 Viewed: September 21, 2020 | 07:56  
 Signed: September 21, 2020 | 07:56

**Electronic Record and Signature Disclosure:**

Accepted: March 25, 2020 | 14:49  
 ID: f1cddc44-622d-4237-8159-06e5d0361314

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Rachelle Currie rcurrie@ci.milpitas.ca.gov Executive Secretary City of Milpitas Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: September 15, 2020   10:30 Viewed: September 17, 2020   16:59
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Kan Xu kxu@ci.milpitas.ca.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: September 21, 2020   07:56 Viewed: September 21, 2020   08:58
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	September 21, 2020   07:56
Certified Delivered	Security Checked	September 21, 2020   07:56
Signing Complete	Security Checked	September 21, 2020   07:56
Completed	Security Checked	September 21, 2020   07:56

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO City of Milpitas (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO City of Milpitas:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov)

**To advise Carahsoft OBO City of Milpitas of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO City of Milpitas**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO City of Milpitas**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Milpitas as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Milpitas during the course of your relationship with Carahsoft OBO City of Milpitas.

## City of Milpitas Insurance Requirement Checklist

Vendor: Psomas

All of the standard insurance requirements for the City of Milpitas are contained in the BBK contract documents. Those items that are required are marked with an "X" but vary per contract. All items so marked must be met unless specifically exempted in writing by the Risk Manager. Insurance coverage required by the City varies depending on the contract; carefully read the contract to be sure all the necessary endorsements are included below.

X if required    Check Mark if supplied

Proof of Liability on Policy										
Endorsement Required	X	✓	X	✓	X	✓	X	✓		
	<b>General Liability</b>		<b>Auto Liability</b>		<b>Workers Comp</b>		<b>Professional Liability***</b>			
1 Additional Insured**	X	✓	X	✓			Other:			
2 Completed Operations	X	✓	X	✓			Other:			
Contractors Insurance shall be:	X		X				<b>Additional Engineering Requirements</b>		Other:	
3 Primary	X	Yes	X	Yes			Other:			
Non-Contrib.	X	✓	X	✓	Other:					
4 Waiver of Subrogation	X	✓	X	✓	X	✓	Other:			

\* Most commonly required for BBK agreements and contracts  
 \*\* Additional Insured language must be stated as follows: "The City, its elected and appointed officials, officers, attorneys, agents, and employees."  
 \*\*\* Required for all Engineering projects

Exceptions:

Prepared By: \_\_\_\_\_  
 Received By: [Signature]  
 Approved By: [Signature]

Date: \_\_\_\_\_  
 Date: 4/9/21  
 Date: 4/13/21

**Note:**  
 Most insurance companies will provide certificates and endorsement for the requirements listed above, but frequently not until specifically asked. The City always prefers stand alone endorsements. However, depending on the insurance company, it may be their practice to issue a standardized blanket endorsement form/document(s). Alternatively, they may submit excerpts from a policy document; this is also acceptable to the City. However, be sure to ask the company to put the specific policy number on the document and clearly mark the specific clause(s) that reflect each endorsement and to send you those pages only, or you will likely wind up with a 50 page policy and no easy way to determine which clauses apply to the certificate.



## DESCRIPTIONS (Continued from Page 1)

insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

POLICY NUMBER: GL5268212

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

04/01/2021

04/01/2022

**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**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II 6 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" 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268212

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

04/01/2021

04/01/2022

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268212

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

04/01/2021

04/01/2022

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: GL5268212

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

04/01/2021

04/01/2022

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

## SCHEDULE

**Name Of Person(s) Or Organization(s):**  
 PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489706 issued to Psomas

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

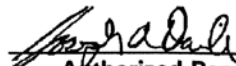
**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
 \_\_\_\_\_  
 Authorized Representative or  
 Countersignature (in States Where  
 Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489706 issued to PSOMAS

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

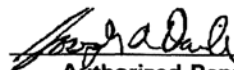
*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2021 forms a part of

policy No. CA4489706 issued to Psomas

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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 12:01 AM 04/01/2021 forms a part of Policy No. WC 015-89-3765

Issued to PSOMAS

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The addit'onal premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.





**Certificate Of Completion**

Envelope Id: 9E3266A972304B64A4395D062D234D52  
 Subject: RUSH: Time Extension only.  
 Source Envelope:  
 Document Pages: 97  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:  
 Mirna McGaughey  
 455 E Calaveras Blvd  
 Milpitas, CA 95035  
 mmcgaughey@ci.milpitas.ca.gov  
 IP Address: 50.59.22.2

**Record Tracking**

Status: Original  
 September 24, 2021 | 09:04

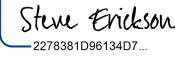
Holder: Mirna McGaughey  
 mmcgaughey@ci.milpitas.ca.gov

Location: DocuSign

**Signer Events**

Steve Erickson  
 serickson@ci.milpitas.ca.gov  
 City of Milpitas  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 2278381D96134D7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 174.194.135.223

**Timestamp**

Sent: September 24, 2021 | 14:20  
 Viewed: September 24, 2021 | 16:06  
 Signed: September 24, 2021 | 16:06

**Electronic Record and Signature Disclosure:**  
 Accepted: April 13, 2020 | 11:44  
 ID: e8919c8d-3d7d-4a9b-8ace-d7481f0ff8df

Lauren Lai  
 llai@ci.milpitas.ca.gov  
 Finance Director/Risk Manager  
 City of Milpitas  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Drawn on Device  
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Sent: September 24, 2021 | 16:07  
 Viewed: September 24, 2021 | 19:11  
 Signed: September 26, 2021 | 20:33

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Christopher J. Diaz  
 cdiaz@ci.milpitas.ca.gov  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 74.116.243.2

Sent: September 26, 2021 | 20:34  
 Viewed: September 27, 2021 | 12:25  
 Signed: September 27, 2021 | 12:28

**Electronic Record and Signature Disclosure:**  
 Accepted: September 27, 2021 | 12:25  
 ID: f9a47934-98d5-46db-ab63-2b398e41d71e

Walter C. Rossmann  
 wrossmann@ci.milpitas.ca.gov  
 Deputy City Manager  
 City of Milpitas  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 46.57.21.42

Sent: September 27, 2021 | 12:28  
 Viewed: September 27, 2021 | 22:34  
 Signed: September 27, 2021 | 22:36

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Account Payable Accountspayable@ci.milpitas.ca.gov City Employee City of Milpitas Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: September 27, 2021   22:36
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rachelle Currie rcurrie@ci.milpitas.ca.gov Senior Executive Assistant City of Milpitas Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: September 27, 2021   12:28 Viewed: September 27, 2021   12:51
Lyhak Eam leam@ci.milpitas.ca.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: May 3, 2021   07:12 ID: 8eb30abf-53c4-415f-b3c5-745d981a023d	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: September 27, 2021   22:36 Viewed: September 28, 2021   07:23
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	September 24, 2021   14:20
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO City of Milpitas (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO City of Milpitas:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov)

### **To advise Carahsoft OBO City of Milpitas of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO City of Milpitas**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO City of Milpitas**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Milpitas as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Milpitas during the course of your relationship with Carahsoft OBO City of Milpitas.