

**SECOND AMENDMENT
TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO
AND ABB TESTING, LLC CONSULTANTS**

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of April 27, 2022 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”) and ABB Testing, LLC (“Consultant”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

A. On June 9, 2021, City and Consultant entered into a Consulting Services Agreement (“Agreement”) whereby Consultant agreed to provide below grade waterproofing field observation and testing services for the Library, Parks & Recreation, Community Theater/Council Chamber.

B. On August 20, 2021, City and Consultant executed a First Amendment to the Agreement to extend its term to December 31, 2023 and modify the compensation amount under the Agreement. A true and correct copy of the Agreement, the First Amendment and their exhibits are provided in Exhibit A.

C. City and Consultant now desire to amend the Agreement, as modified by the First Amendment.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Consultant hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.

2. Section 1 Services. The scope of services in the Agreement shall be supplemented with the Added Scope of Services dated April 14, 2022 as shown on Exhibit B attached hereto and incorporated herein.

3. Section 2 Compensation. Section 2 of the Agreement, as modified by the First Amendment, shall be amended such that the City agrees to pay Consultant a sum not to exceed \$ 224,620.00.

a. Original Agreement:	\$ 21,120.00
b. First Amendment:	\$ 71,500.00
c. <u>Second Amendment:</u>	<u>\$132,000.00</u>
Total Not-to-Exceed Amount:	\$224,620.00

Consultant agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

All other terms, conditions and provisions in the Agreement as modified by the First Amendment shall remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONSULTANT

By: _____

City Manager

By: _____

John Kelleher, Chief Financial
Officer, Principal

Attest:

By: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

EXHIBIT A

**FIRST AMENDMENT
TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND
ABB TESTING, LLC CONSULTANTS**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of August 20, 2021 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”) and ABB Testing, LLC (“Consultant”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

A. On June 9, 2021, City and Consultant entered into a Consulting Services Agreement (“Agreement”) whereby Consultant agreed to provide below grade waterproofing field observation and testing services for the Library, Parks & Recreation, Community Theater/Council Chamber. A true and correct copy of the Agreement and its exhibits was provided in Exhibit A.

B. City and Consultant now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Consultant hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1.1.1 Term of Service. The December 31, 2021, end date for the term of services identified in Section 1 of the Agreement will change and will extend to December 31, 2023.
3. Section 2 Compensation. Section 2 of the Agreement shall be amended such that the City agrees to pay Consultant a sum not to exceed \$92,620.00.
 - a. Original Contract: \$21,120.00
 - b. First Amendment: \$71,500.00Total Contract: \$92,620.00

Consultant agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

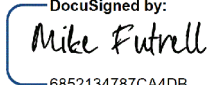
[SIGNATURES ON THE FOLLOWING PAGE]

EXHIBIT A

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONSULTANT

By:  _____
6852134787CA4DB...
Mike Futrell
City Manager

By:  _____
5D5A6E3D31B9437...
John Kelleher
Chief Financial Officer, Principal

Attest:

By:  _____
5908B15FF63F418...
Rosa Govea Acosta
City Clerk



Approved as to Form:

By:  _____
951A604F45D4468...
Claire Lai
City Attorney

EXHIBIT A



ABB Testing
990 Commercial Street
Palo Alto, CA 94303
t 650.543.5600
f 650.543.5625
www.abbttesting.com

ABB TESTING

Making Buildings Perform Better

August 27, 2021

City of South San Francisco

ATTN: Jacob Gilchrist, Director of Capital Projects
550 North Canal Street
San Francisco, CA 94080

CC: Mr. Farshid Samsami, Senior Project Manager
Kitchell CEM
315 Montgomery Street
San Francisco, CA 94105

Re: Proposal for Laboratory Mock-up Testing Services (Provided by a third-party Testing Lab)

**South San Francisco Community Civic Campus – Phase 2
Library, Parks & Recreation and Community Theater (City Project pf2103 – RFP #2652)
400 Grand Avenue
South San Francisco, CA 94080**

ON: 2012-01574.01

Dear Mr. Gilchrist,

ABB Testing (ABBT) is pleased to present the **City of South San Francisco (City)** with this proposal to provide Third-Party Laboratory Mock-up Testing Services for the above referenced project located in South San Francisco, California.

Background

To assist with our proposal, we received the Post Bid Addendum issued July 21, 2021, which asked consultants to complete the “Revised Special Inspection Cost Worksheet_LPR 07212021” – item 7). Preconstruction Laboratory Mockup Testing Program. In addition, we received the PMU Shop Drawings submittal dated 6/11/2021, prepared by Architectural Glass & Aluminum.

Preconstruction Laboratory Mockup Testing Program		
A.	08 4423 - 1.13G.1 - Structural: ASTM E 330 @ 50% positive test load	1 Tests
B.	08 4423 - 1.13G.2 - Air Infiltration: ASTM E 283	1 Tests
C.	08 4423 - 1.13G.3 - Water Penetration under Static Pressure: ASTM E 331	1 Tests
D.	OMITTED	
E.	08 4423 - 1.13G.4 - Water Penetration under Dynamic Pressure: AAMA 501.1	1 Tests
F.	Structural : ASTM E 330 @ 100% of pos. & neg. test loads	2 Tests
i.	08 4423 - 1.13G.5a - Air Infiltration: ASTM E 283	1 Tests
ii.	08 4423 - 1.13G.5b - Water Penetration under Static Pressure: ASTM E 331	1 Tests
iii.	08 4423 - 1.13G.5c - Water Penetration under Dynamic Pressure: AAMA 501.1	1 Tests
G.	Interstory Drift: AAMA 501.4 at 100 % of design displacement	1 Tests
i.	08 4423 - 1.13G.6a - Air Infiltration: ASTM E 283	1 Tests
ii.	08 4423 - 1.13G.6b : Water Penetration under Static Pressure: ASTM E 331	1 Tests
H.	Vertical Interstory Movement: AAMA 501.7	1 Tests
i.	08 4423 - 1.13G.7a - Air Infiltration: ASTM E 283	1 Tests
ii.	08 4423 - 1.13G.7b - Water Penetration under Static Pressure: ASTM E 331	1 Tests
iii.	08 4423 - 1.13G.7c - Water Penetration under Dynamic Pressure: AAMA 501.1	1 Tests
I.	Thermal Cycling: According to AAMA 501.5	1 Tests
i.	08 4423 - 1.13G.8a - Air Infiltration: ASTM E 283	1 Tests
ii.	08 4423 - 1.13G.8b : Water Penetration under Static Pressure: ASTM E 331	1 Tests
J.	Structural: ASTM E 330 at 100% and 150% of pos. & neg. test loads	4 Tests
i.	08 4423 - 1.13G.9a - Air Infiltration: ASTM E 283	1 Tests
ii.	08 4423 - 1.13G.9b : Water Penetration under Static Pressure: ASTM E 331	1 Tests
K.	Interstory Horizontal Ultimate Displacement Test: AAMA 501.4 at 1.5 times design displacement	3 Cycles



Scope of Services

1. Preconstruction Laboratory Mockup Testing Services (by a third-party Testing Lab)

The following services are in accordance with specification section 08 44 23 Structural Sealant Glazed Curtain Walls – 1.13 Preconstruction Laboratory Mockups:

- a) Assumes performance testing on a laboratory mock-up measuring 22' wide x 35' high.
- b) The third-party Testing Lab will provide the following:
 - i. Chamber Construction
 - ii. Air, Water, Structural Testing:
 - Air Infiltration Static Method (ASTM E 283) – Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
 - Water Penetration Static Method (ASTM E 331) – Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
 - Water Penetration Dynamic Method (AAMA 501.1) – Standard Test Method for Water Penetration Of Windows, Curtain Walls And Doors Using Dynamic Pressure
 - Uniform Load Deflection at Design Pressure (ASTM E 330) – Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference
 - iii. Seismic Testing:
 - Seismic Displacement Test (AAMA 501.4), 3 Cycles – Recommended Static Testing Method for Evaluating Curtain Wall and Storefront Systems Subjected to Seismic and Wind Induced Interstory Drift
 - iv. Thermal Testing:
 - Thermal Cycling (AAMA 501.5), 3 Cycles – Test Method for Thermal Cycling of Exterior Walls
- c) EXCLUDED – Re-testing services are not included. Additional fees will be charged for retests due to failure or other circumstances requiring additional testing, such as test or erection delays. For budgeting purposed, re-testing fees are provided as options below.
- d) EXCLUDED – Mock-up Observation services are not included. If ABBT is required to witness the testing of mock-up, additional fees for travel and observation will apply.
- e) EXCLUDED – Equipment and materials for the mockup, erection of the mockup and disposal of the mockup.



Proposed Fees

Fees for the Laboratory Mockup Testing services described above have been outlined below.

Item	Service Description	Fee Type	Fee (*)
1.	Chamber Construction	Lump Sum	\$35,000
2.	Air, Water, Structural Testing:	Lump Sum	\$10,000
2a.	Air Infiltration Static Method (ASTM E 283)	-	Incl above
2b.	Water Penetration Static Method (ASTM E 331)	-	Incl above
2c.	Water Penetration Dynamic Method (AAMA 501.1)	-	Incl above
2d.	Uniform Load Deflection at Design Pressure (ASTM E330)	-	Incl above
3.	Seismic Testing:	Lump Sum	\$10,000
3a.	Seismic Displacement Test (AAMA 501.4) – 3 Cycles	-	Incl above
4.	Thermal Testing:	Lump Sum	\$10,000
4a.	Thermal Cycling (AAMA 501.5) – 3 Cycles	-	Incl above
	Subtotal		\$65,000
	Contingency (10%)		\$6,500
	Laboratory Mockup Testing Total Fee (incl. 10% contingency)		\$71,500

Optional Fees:

Item	Service Description	Fee Type	Fee (*)
5.	OPTIONAL – Re-Test Fees:		
5a.	Air Infiltration Static Method (ASTM E 283) – Without Chamber Tare	Time & Expense	\$350
5b.	Air Infiltration Static Method (ASTM E 283) – With Chamber Tare	Time & Expense	\$1,250
5c.	Water Penetration Static Method (ASTM E 331)	Time & Expense	\$750
5d.	Water Penetration Dynamic Method (AAMA 501.1) – with Aircraft Engine	Time & Expense	\$1,500
5e.	Additional Weekly Chamber Allotment beyond allotted time	Time & Expense	\$750
6.	OPTIONAL – Mock-up Observation (Per Visit)	\$4,485 / visit	TBD

Assumptions and Exclusions

1. ABBT is not an AAMA-accredited lab. Therefore, our proposal includes services for an accredited third-party Testing Laboratory to provide the above described services.



2. Fees above exclude mock-up observation or coordination services by ABBT. Fees are strictly limited to the testing provided by the third-party Testing Lab only.
3. Services are limited to those specifically described above. If additional services are requested or required, we will be pleased to provide you with an additional service agreement (ASA) once the scope of additional services is defined.
4. Additional fees will be charged for test or erection delays.
5. Additional fees will be charged for retests due to failure or other circumstances requiring additional testing.
6. Additional fees will be charged for chamber rental beyond the allotment set forth by the lab.
7. Testing Laboratory (Lab) Assumptions and Clarifications:
 - a) **Water Penetration Dynamic Method:** If a performance requirement, this quotation will include one (1) dynamic water test per event. The Pratt Whitney aircraft engine has a maximum wind equivalent of 15 PSF. The WOLF wind generator can attain higher test pressures but is limited to two times the seven-foot propeller diameter with regard to test area.
 - b) **Inter-story and Seismic Displacement test:** If a performance requirement, this quotation assumes displacement testing will take place at one (1) intermediate level. Should mock-up anchorage or configuration require more than one level to be displaced, additional fees will apply and be determined based on the extent of additional work required. (note: this applies to 2 story mock-ups or higher).
 - c) **Test Chamber/Pre-Test Submittals:** The test chamber drawings will be prepared by Lab staff utilizing the final approved mock-up drawings submitted by the client. The final approved mock-up drawings must indicate all anchorage and perimeter sealant conditions. If Lab is directed to proceed in the absence of approved mock-up drawings, Lab will invoice for all mock-up drawing reviews and chamber drawing revisions required beyond the first submission at a rate of \$100/hour. The chamber drawings will be submitted for dimensional approval prior to construction. P.E. review and seal on the test chamber drawings is not included, but is available for an additional fee. Lab will prepare a formal test procedure for review and approval.
 - d) **Test Chamber Steel Erection and Preparations:** Test chamber steel will be purchased, fabricated, and erected by Lab according to the approved chamber drawings. All chamber conditions simulating concrete will consist of either steel, plywood, or a combination thereof. All horizontal support steel will be a single structural member such as a 8x8x 3/8" tube, W 10x49 beam, or similar. This proposal does not include the cost to provide concrete or exact reproduction of job size steel; however, the steel shall be sufficient for anchorage/sealant details. Lab is not responsible for the seal between the mock-up chamber and the curtainwall.
 - e) **Fees:** The cost shown in this proposal is to provide facilities and services at the Fresno, California location. If a different mock-up facility is desired for testing the quoted fee may vary. Please contact Lab for fees at alternate mock-up locations.
 - f) **Chamber Rental:** This proposal includes chamber time allotment period as described in the Item Description above. This time allowance consists of the mock-up installation, testing, and ends upon receipt of written authorization for the dismantling of the mock-up. In the event testing is not completed in the allotted time, additional chamber time will be charged at the rate shown in the Item Description above for each additional week it is utilized. Should the mock-



up contain added interior finishes and/or spray applied insulation, Lab reserves the right to charge for added labor and disposal fees. Testing of other systems beyond those mentioned in our scope is excluded.

- g) **Hazardous Materials:** Hazardous materials such as sealant primer which cannot be utilized or recycled must be removed from the premises at the completion of testing. A hazardous waste disposal fee will be applied for materials that are on-site prior to mock-up demolition.
- h) **Safety Training/Hours of Operation:** All clients, installers, or sub-contractors shall provide "Certificate of Training" documentation prior to operating forklifts or aerial work platforms. The Lab may be able to provide this training for a nominal fee. When work outside regular business hours is required an additional fee will be charged. Lab regular business hours are 7:00 AM to 4:00 PM, Monday through Friday.
- i) **Scheduling:** Lab will facilitate a schedule as necessary to support the project objectives unless otherwise specified. Lab's test chambers shall be prepared for installation of the mock-up within eight (8) weeks after receiving approved chamber drawings.

Agreement

Our Agreement consists of this executed proposal and the previously provided General Terms and Conditions. We will initiate this project upon receipt of your written authorization to proceed. If this Agreement is acceptable, please sign and return one copy by email to contracts@abbae.com, US Mail, or FAX.

When ABBT is requested to perform services described in this proposal prior to receiving an executed Agreement from you, such request will constitute an acceptance of this agreement. If you request ABBT to provide services in addition to those specifically outlined in this agreement, it is understood that ABBT will invoice for those additional services on a time and expense basis in accordance with our previously provided General Terms and Conditions.

Thank you for this opportunity to be of service to the **City of South San Francisco**. Please call us if you have any questions regarding this proposal or other aspects of our capabilities.

Very truly yours,

Allana Buick & Bers, Inc.

A handwritten signature in blue ink that reads "Petersen Lambert".

Petersen Lambert, P.E.
Principal, Testing Division Manager

This proposal and previously provided General Terms and Conditions are accepted by:

City of South San Francisco

Authorized Signature

Printed Name

Date



EXHIBIT A CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2021

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

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

PRODUCER Heffernan Insurance Brokers 44 Montgomery Street, Suite 1950 San Francisco CA 94104	CONTACT NAME: Brittney Blankenship PHONE (A/C, No, Ext): 415-778-0300 E-MAIL ADDRESS: brittneyb@heffins.com FAX (A/C, No): 415-778-0301
INSURED ABB Testing LLC 900 Commercial Street Palo Alto CA 94303	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Limited INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

License#: 0564249
ALLABUI-01

NAIC #
11000

COVERAGES**CERTIFICATE NUMBER: 1378142932****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	57WEOL6H89	6/1/2021	6/1/2022	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As per contract or agreement on file with the insured.

South San Francisco Community Civic Campus – Phase 2 for Third-Party Building Envelope Testing Services

30 Day Cancellation notice endorsement on the Workers' Compensation policy is attached.

CERTIFICATE HOLDER**CANCELLATION**

City Clerk
 City of South San Francisco
 400 Grand Avenue
 South San Francisco CA 94080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

Policy Number: 57 WE OL6H89

Endorsement Number: 16

Effective Date: 09/01/21

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

Named Insured and Address: ALLANA BUICK & BERS INC
990 COMMERCIAL ST
PALO ALTO CA 94303

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

Schedule

Number of Days Notice:

Part A: 30
Part B: 10
Part C: 30

Name and Mailing Address of Certificate Holder

City Clerk City of S San Francisco
400 Grand Avenue South San Francisco CA 94080

EXHIBIT A



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 3, 2021

HEFFERNAN INSURANCE BROKERS / 57101257
44 MONTGOMERY ST SUITE 1950
SAN FRANCISCO CA 94104

Policy Information:

Policy Holder Details:	ALLANA BUICK & BERS INC 990 COMMERCIAL ST PALO ALTO CA 94303
Policy Number:	57 WE OL6H89

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

Your Hartford Service Team

EXHIBIT A



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: See Attached Endorsement

NCCI Company Number:

Audit Period: ANNUAL

Policy Effective Date: 06/01/21

Policy Expiration Date: 06/01/22

Policy Number: 57 WE OL6H89

Endorsement Number: 16

Effective Date: 09/01/21

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

Named Insured and Address:

ALLANA BUICK & BERS INC
990 COMMERCIAL ST
PALO ALTO CA 94303

FEIN Number: 77-0380827

Producer Name: HEFFERNAN INSURANCE BROKERS

Producer Code: 57101257

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

In consideration of no change in premium, it is agreed that:

Policy is amended to add the following condition(s):

Notice of Cancellation to Certificate Holders - Specific

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC990006A(.1P)

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

WC990528

Countersigned by

Susan L. Castaneda

Authorized Representative

EXHIBIT A



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

Policy Number: 57 WE OL6H89

Endorsement Number: 16

Effective Date: 09/01/21 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ALLANA BUICK & BERS INC
990 COMMERCIAL ST
PALO ALTO CA 94303

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

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Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

Schedule

Number of Days Notice:

Part A: 30
Part B: 10
Part C: 30

Name and Mailing Address of Certificate Holder

City Clerk City of S San Francisco
400 Grand Avenue South San Francisco CA 94080



EXHIBIT A

ALLABUI-01

PGOWDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Rd Concord, CA 94520	CONTACT NAME: Corie Gist PHONE (A/C, No, Ext): (442) 244-6919 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: Cal.CPU@Hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Fire Insurance Company of Hartford	
INSURER B: Continental Casualty Company	
INSURER C: The Continental Insurance Company	
INSURER D: Allied World Specialty Insurance Company	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	6043425201	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		6043425182	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6043425196	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			03125279	10/1/2020	10/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Prof Liab-ClaimsMade			03125279	10/1/2020	10/1/2021	Per Claim/Aggregate 5,000,000
D	Condo Ded: 150,000			03125279	10/1/2020	10/1/2021	Deductible 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Revised 9/2/2021 - This certificate rescinds and supersedes any and all prior certificates issued on behalf of the Named Insured.

RE: South San Francisco Community Civic Campus - Phase 2 for Third-Party Building Envelope Testing Services, 400 Grand Avenue, South San Francisco, CA 94080.

City of South San Francisco and its officers, employees, agents, and volunteers are Additional Insured with regard to General Liability when required by written contract per the attached endorsement form CNA75079XX-1016, Primary & Non-Contributory included. Waiver of Subrogation with regard to General Liability applies when required by written contract per the attached endorsement form CNA74858XX-0115. Additional Insured with regard to Auto Liability when required by written contract per the attached endorsement form CA2048 10/13. Primary & Non-Contributory wording applies with regard to Auto Liability when required by written contract per the attached endorsement form CNA71527XX 10/12. Umbrella follows form of underlying coverages.

CERTIFICATE HOLDER**CANCELLATION**

City of South San Francisco City Clerk 400 Grand Avenue South San Francisco, CA 94080	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



EXHIBIT A

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Insured Name: ALLANA BUICK & BERS, INC.

Policy No: 6043425201
Effective Date: 10/01/2020



EXHIBIT A

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
Page 2 of 2
Insured Name: ALLANA BUICK & BERS, INC.

Policy No: 6043425201
Effective Date: 10/01/2020



EXHIBIT A

CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

CNA74858XX (1-15)

Page 16 of 18

Nat'l Fire Ins Co of Hartford

Insured Name: ALLANA BUICK & BERS, INC.

Policy No: 6043425201

Endorsement No:

Effective Date:

EXHIBIT A



CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

- C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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EXHIBIT A

POLICY NUMBER: 6043425182

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: ALLANA BUICK & BERS, INC.**Endorsement Effective Date:** 10/01/2020**SCHEDULE****Name Of Person(s) Or Organization(s):**ANY PERSONS OR ORGANIZATION THAT THE
NAME INSURED IS OBLIGATED TO PROVIDE
INSURANCE WHERE REQUIRED BY A WRITTEN
CONTRACT OR AGREEMENT IS AN INSURED, BUT
ONLY WITH RESPECT TO LEGAL RESPONSIBILITY
FOR ACTS OR OMISSION OF A PERSON FOR WHOM
LIABILITY COVERAGE IS AFFORDED UNDER THIS
POLICY

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



EXHIBIT A

CNA71527XX
(Ed. 10/12)**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE**Name of Additional Insured Persons Or Organizations**

AS REQUIRED BY WRITTEN CONTRACT.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an Insured under this policy.
2. The Insurance afforded to the additional Insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional Insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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EXHIBIT A

CONTRACT/AGREEMENT APPROVAL FORM

Date:

6/10/21

Name of Contract/Agreement

Below Grade Waterproofing Testing - LPR

Originating Department/Responsible Person, ext.

Capital Projects

Vendor

ABB Testing

Routing Instructions:

DocuSign

TYPE OF CONTRACT:

Professional Services

New

Have there been any changes to the Contract Template? ☒ No☐ Yes

CONTRACT AMOUNTS: Specified Amount(s) indicated below

	DATE	AMOUNT	DATE	AMOUNT
Original	6/10/21	21,120.00	3rd Amendment	
1st Amendment			4th Amendment	
2nd Amendment			TOTAL	21,120.00

APPROVAL AUTHORITY:

Department Head

INSURANCE REQUIREMENTS:

Waivers requested

☒ No☐ Yes (If Yes, Route to Risk Manager for signature first)

BUDGETARY:

☒ Included in Budget (Simpler report attached showing amounts)

Amount	Project String	Accounting String
21,120.00	pf2103-120-600	516-99999-5999

ATTACHMENTS:

☒ Agreement and all Exhibits☐ Resolution (all contracts over \$150k)☒ SIR Questionnaire☒ Certificate of Insurance, naming City of South San Francisco as an Additional Insured

DocuSigned by:

DEPARTMENT HEAD ACKNOWLEDGEMENT:

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The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

RISK MANAGER APPROVAL OF INSURANCE WAIVER:

DocuSigned by:

CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT:

Claire Lai

951A604F45D4468...

Comments:

☐ Approval of Agreement☐ Approval of Insurance☐ Add Agreement to Contract Tracker

ASSISTANT CITY MANAGER'S APPROVAL:

DocuSigned by:

t is over \$25,000)

FINAL APPROVAL:

6F2D2226894D497...

CITY CLERK:

Department Head

☒ Please attest, keep a copy for your files, and return to Originating Department☒ Please upload to Laserfiche and return to Originating Department

COPY SENT TO VENDOR:

EXHIBIT A

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
ABB TESTING, LLC CONSULTANTS**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco (“City”) and **ABB Testing, LLC** (“Consultant”) (together sometimes referred to as the “Parties”) as of **June 9, 2021** (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached hereto at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Scope of Work, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **December 31, 2021**, and Consultant shall complete the work described in the Scope of Work on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in **Section 8**. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in **Section 8**.
- 1.2 Standard of Performance.** Consultant shall perform all work required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in **Sections 1.1 and 1.2** above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **TWENTY-ONE THOUSAND, ONE HUNDRED AND TWENTY DOLLARS (\$21,120.00)**, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and the Consultant’s Proposal Fee or the Consultant’s compensation schedule, attached as **Exhibit A**, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all the following information:

EXHIBIT A

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours within a twelve (12)-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.
- 2.3 **Final Payment.** City shall pay the five percent (5%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit A.
- 2.6 **Reimbursable Expenses.** The following constitute reimbursable expenses authorized by this Agreement mileage, parking, tolls, printing, out of area travel, conference calls, postage, express mail and delivery in Exhibit B. Expenses not listed above are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under Section 2 of this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes; Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption

EXHIBIT A

or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.

- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.
- 2.11 Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

- a. **Posting of Schedule of Prevailing Wage Rates and Deductions.** If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
- b. **Payroll Records.** Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."
- c. **Consultant shall comply with the City of South San Francisco Project Labor Agreement (PLA) requirements.** Exhibit A "Agreement to be Bound" of document shall be fully executed for all applicable scopes of work.

EXHIBIT A

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

EXHIBIT A

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All

EXHIBIT A

copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the City's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT A

4.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a “wasting” policy limit.

4.4.8 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. To the fullest extent permitted by law, Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance (“Claims”), to the extent caused, directly or indirectly, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

5.1 Insurance Not in Place of Indemnity. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Liability. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 Third Party Claims. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Section 6. STATUS OF CONSULTANT.

EXHIBIT A

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

EXHIBIT A

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Consultant to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement;
- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4** Charge Consultant the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property

EXHIBIT A

of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

EXHIBIT A

- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000, *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090, *et seq.*
- Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Kitchell CEM ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or

EXHIBIT A

registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

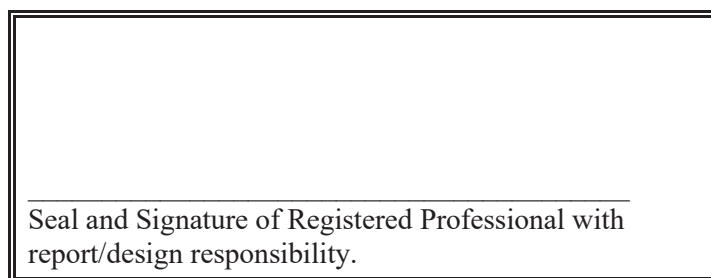
Consultant

ABB Testing, LLC
990 Commercial Street
Palo Alto, CA 94303

City

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

Exhibit A Standard Schedule of Fees
Exhibit B Standard Reimbursable Schedule

- 10.13 Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.
- 10.14 Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

[SIGNATURES ON FOLLOWING PAGE]

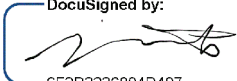
EXHIBIT A

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

ABB TESTING, LLC

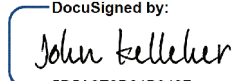
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Jacob Gilchrist
Director of Capital Projects

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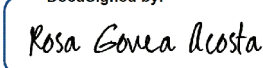


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John Kelleher, Chief Financial Officer, Principal

Attest:

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City Clerk

DS



Approved as to Form:

DocuSigned by:



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City Attorney
2729964.1



ABB Testing
990 Commercial Street
Palo Alto, CA 94303
t 650.543.5600
www.abbttesting.com

ABB TESTING

Making Buildings Perform Better

June 9, 2021 (Rev1. 7/26/2021)

Mr. Farshid Samsami
Senior Project Manager
Kitchell CEM
315 Montgomery St
San Francisco, CA

**Re: Proposal for Third-Party Building Envelope Testing Services
South San Francisco Community Civic Campus – Phase 2
400 Grand Avenue
South San Francisco, CA 94080**

ON: 2106-02333

Dear Mr. Samsami,

ABB Testing (ABBT) is pleased to present **Kitchell CEM (Kitchell)** with this proposal to provide Third-Party Building Envelope Testing Services for the above referenced project located in South San Francisco, California.

Background

To assist us with our proposal, you have provided us with the project bid documentation including project plans and specifications. Smith Group is the project's Architect of Record.

It is our understanding that this project involves the construction of Phase 2 of the City of South San Francisco's Library, Parks and Recreation project, which includes four key components including: an 84,250 SF, three-story building; a 12,400 SF parking garage; surface parking; and a 1.35-acre park. The planned exterior building envelope assemblies include cement plaster, stucco finish, planted green screen over stucco, curtain wall, operable glazing, and spandrel / vision glass. Estimated total project construction value is \$100,000,000.

At this time, **Kitchell**, the project's General Contractor, is requesting ABBT provide third-party building envelope testing services for the systems listed. Based on our review of project specifications, ABBT is proposing to provide the following testing services via the following test methods:

The following services outlined in the Specifications are the Owner's responsibility. Our proposal currently provides budgetary pricing for the following services. ABBT can provide the following services based on the daily rates provided in proposal fee table:

- Field Quality Assurance (QA) Observations
 - 07 13 00 Below Grade Waterproofing – 3.6.B
 - 8 visits min.

Based on our understanding of your project requirements and our experience with similar projects, ABBT proposes the following scope of service:

Scope of Services

1. Field QA Observation and Adhesion Testing (Below Grade Waterproofing)

Specification section does not outline the number of observations but does outline the frequency. The following is ABBT's recommendation based on the scale of the project.

- a) Conduct site visits to perform adhesion testing at the systems listed. Observations will be documented with field notes, sketches and digital photographs which will be the basis for our report. Scope includes:
 - i. 07 13 00 Below Grade Waterproofing – Field Quality Control:



- Assume **eight (8) site visits** by a Field Monitor for up to 12 hours per visit inclusive of preparation, observations travel, and reporting.
- b) ABBT will prepare written observation reports for each site visit. Field reports will conform to ABBT's reporting requirements. Our field reports will be created and distributed electronically.

Proposal Fees

Our fees for consulting services described above are broken out by the phases listed above.

Item	Service Phase	Fee Type	Fee (*)
1.	Field QA Observations & Adhesion Testing		
1.a	07 13 00 Below Grade Waterproofing	\$2,400 /day x 8 days	\$19,200
1b.	10% contingency	Allowance	\$1,920
	ABBT Total:		\$21,120

(*) The above noted fees and services shall be in accordance with our attached General Terms and Conditions. Services will be invoiced monthly and will include a detail of staff labor and documentation for reimbursable expenses. The above noted fees include project start-up, close-out fees, and insurance fees of 2% of total project cost before adding reimbursable expenses.

Assumptions and Exclusions

1. ABBT is not the Architect of Record for the overall project design. ABBT is providing third-party Testing services for the building envelope systems described.
2. ABBT's services are limited to those specifically described above. If additional services are requested or required, we will be pleased to provide you with an additional service agreement (ASA) once the scope of additional services is defined.
3. Proposal does not include lab testing.
4. Testing of other systems beyond those mentioned in our scope is excluded.
5. Design, Bidding and Permitting and Construction phase services are not included in this proposal.
6. ABBT will charge **full service cost** for each site visit cancelled by the client within 48 hours of the scheduled services due to any reason.
7. This proposal does not include design services or repair recommendations. ABBT is only performing testing based on "Pass/ Fail" criteria.
8. This proposal assumes that the Owner or their General Contractor will arrange for ABBT to have access to the necessary construction areas. Any fees or special equipment such as man lifts, extension ladders, etc. necessary to gain access are not included in this proposal but are assumed as allowances.
9. It is the responsibility of the project Contractor(s) to install fully functioning building enclosure systems that provide water tightness and meet the design intent. If the Contractor fails to comply with specifications and other documents, ABBT may require more field visits which would be performed at an additional time and expense fee, but not without prior approval from the Owner.
10. ABBT is not responsible for damages to finishes or tested membrane damages during or after our testing, including any potential water damage to interior/exterior of the building or test site.
11. Jobsite and Contractor Safety will be the sole responsibility of the Contractor.

Initials_____



ALLANA BUICK & BERS
Making Buildings Perform Better

EXHIBIT A
ABBT
Standard Schedule of Fees
(Updated July 2016)

When Fees for services are based on the actual hours worked on the project by position, the billing rates will be in accordance with the following schedule:

Position	Rate	Position	Rate
Principal I	\$ 260.00	Building Technologist I	\$ 130.00
Principal II	\$ 280.00	Building Technologist II	\$ 140.00
Principal III	\$ 310.00	Building Technologist III	\$ 150.00
Principal IV	\$ 360.00	Field Monitor I	\$ 120.00
Associate I	\$ 200.00	Field Monitor II	\$ 130.00
Associate II	\$ 220.00	Field Monitor III	\$ 140.00
Associate III	\$ 230.00	Field Monitor (Part-Time)	\$ 150.00
Associate IV	\$ 240.00	CAD Graphics Specialist I	\$ 130.00
Consultant I	\$ 150.00	CAD Graphics Specialist II	\$ 140.00
Consultant II	\$ 170.00	CAD Graphics Specialist III	\$ 150.00
Consultant III	\$ 190.00	Admin Services	\$ 90.00
Consultant IV	\$ 210.00	Forensic Document Specialist	\$ 150.00
Construction Manager I	\$ 150.00	IT Consultant	\$ 150.00
Construction Manager II	\$ 170.00		
Construction Manager III	\$ 190.00		
Executive Project Manager	\$ 220.00		



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EXHIBIT A
EXHIBIT B
ABBT

Standard Reimbursable Schedule

(Updated July 2016)

1. All invoices for sub-contractors and sub-consultants retained by ABBT shall be reimbursed based on sub-consultants or sub-contractors invoice plus a 15% service charge. Alternately, CLIENT may enter into an agreement with the subcontractor or sub-consultant directly.
2. All outside vendors, rental costs, travel costs and expenses utilized for the project such as, airline travel, car rental, man lift rental, staging costs, reproduction, etc shall be invoiced to CLIENT, plus a 15% service charge.
3. Automobile expenses for personal or company vehicles will be charged at the Internal Revenue Service reimbursement rate in effect at the time the expense was incurred. Travel time is calculated from portal to portal, or round trip to the local ABBT office.
4. Reproduction costs for in-house plotting are \$1.50 per square foot; color photocopying is \$0.85 per 8 ½" x 11" page. Cost of black and white photocopying is \$0.10 per 8 ½" x 11" page. Black and white printing on special paper is \$0.20 per page. Cost of color printing and photocopying is \$0.85 per 8 ½" x 11" page.
5. Delivery or shipping charges for samples, field testing equipment, etc. Laboratory equipment and instrumentation directly identifiable to the project. Purchase of specialized equipment and rental of equipment from outside vendors.
6. Photographs for project records and reproductions of drawings and reports. Photographs are charged at a flat rate of \$35/roll of film including processing and handling. Digital photos are charged at a flat rate of \$0.25 per image. Digital photos copied on to a CD or DVD are charged at a flat rate of \$35 per disk. Digital photo reproduction for reports will be invoiced at \$1.50/sheet.
7. Airfare, rental vehicles, other transportation, and living expenses incurred for out-of-town projects. Principals will travel on business class or better for flights longer than 2 hours in order to make efficient use of travel time.
8. For out-of-town travel, per diems will be charged according to published U.S. government rates.
9. Equipment and Other Reimbursable Expenses:
 - 9.1. Boroscope usage will be invoiced at \$200/day.
 - 9.2. Nuclear Moisture Gauge usage will be invoiced at \$600/day.
 - 9.3. Fastener Pull Test Gauge usage will be invoiced at \$200/day.
 - 9.4. Ultrasonic Thickness Gauge usage will be invoiced at \$200/day.
 - 9.5. Infrared imaging will be invoiced at \$250/day.
 - 9.6. X-Ray imaging will be invoiced at \$500/day for equipment rental, plus \$100 per image.
 - 9.7. Single Ply Membrane Seam Testing will be invoiced at \$250/day, plus \$25 per test.
 - 9.8. Rebar size and cover meter usage will be invoiced at \$200/day.
 - 9.9. Half cell, potential for corrosion meter will be invoiced at \$250 per day.
 - 9.10. Impact echo testing equipment will be invoiced at \$500 per day.
 - 9.11. Spray rack(s) for water testing will be invoiced at \$300/day.
 - 9.12. Sample storage fee is \$50 per month after the first 60 days of in-house storage.
 - 9.13. Publications or other reference material needed to complete projects including AIA, AAMA, ASTM, NRCA, ASCE, ASHRAE, and similar standards.
 - 9.14. Preparation and printing of AIA contract documents using metered AIA contract document software.
 - 9.15. Reproduction costs for all outsourced printing, plotting photocopying, binding and other reproduction services.
 - 9.16. Specialized sounding equipment for detection of delaminating or spalling concrete will be invoiced at \$50/day.
 - 9.17. Blower fans and room pressurization equipment will be invoiced at \$250/day.
 - 9.18. Electronic Field Vector Mapping Equipment will be invoiced at \$250/day.
 - 9.19. Temperature and Humidity Data Loggers will each be invoiced at \$25/day.
 - 9.20. Calcium Chloride Testing will be invoiced at \$50/test.

2021 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name

Payee Information

Name

ABB Testing LLC

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

83-1882455

Address (apt./ste., room, PO box, or PMB no.)

990 Commercial Street

City (If you have a foreign address, see instructions.)

Palo Alto

State ZIP code

CA 94303

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☒ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title John Kelleher, CFOTelephone (650) 543-5600

Payee's signature ▶

John KelleherDigitally signed by John Kelleher
DN: C=US, E=jkelleher@abbae.com, O=Allana Buick & Bers, OU=CFO, CN=John Kelleher
Date: 2021.05.06 11:53:41-07'00'Date 05/06/2021



EXHIBIT A

ALLABUI-01

PGOWDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Rd Concord, CA 94520	CONTACT NAME: Corie Gist PHONE (A/C, No, Ext): (442) 244-6919 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: Cal.CPU@Hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Fire Insurance Company of Hartford 20478	
INSURER B: Continental Casualty Company 20443	
INSURER C: The Continental Insurance Company 35289	
INSURER D: Allied World Specialty Insurance Company 16624	
INSURER E:	
INSURER F:	

INSURED

ABB Testing LLC
 990 Commercial Street;
 Palo Alto, CA 94303

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6043425201	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		6043425182	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6043425196	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				
D	Prof Liab-ClaimsMade			03125279	10/1/2020	10/1/2021	Per Claim/Aggregate 5,000,000
D	Condo Ded: 150,000			03125279	10/1/2020	10/1/2021	Deductible 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #2106-02333 - Kitchell CEM - South San Francisco Community Civic Campus - Phase 2 for Third-Party Building Envelope Testing Services, 400 Grand Avenue, South San Francisco, CA 94080.

City of South San Francisco and its officers, employees, agents, and volunteers are Additional Insured with regard to General Liability when required by written contract per the attached endorsement form CNA75079XX-1016, Primary & Non-Contributory included. Waiver of Subrogation with regard to General Liability applies when required by written contract per the attached endorsement form CNA74858XX-0115. Additional Insured with regard to Auto Liability when required by written contract per the attached endorsement form CA2048 10/13. Primary & Non -Contributory wording applies with regard to Auto Liability when required by written contract per the attached endorsement form CNA71527XX 10/12. Umbrella follows form of underlying coverages.

CERTIFICATE HOLDER**CANCELLATION**

City of South San Francisco
 City Clerk
 400 Grand Avenue
 South San Francisco, CA 94080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EXHIBIT A

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Insured Name: ALLANA BUICK & BERS, INC.

Policy No: 6043425201
Effective Date: 10/01/2020



EXHIBIT A

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
Page 2 of 2
Insured Name: ALLANA BUICK & BERS, INC.

Policy No: 6043425201
Effective Date: 10/01/2020



EXHIBIT A

CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

CNA74858XX (1-15)

Page 16 of 18

Nat'l Fire Ins Co of Hartford

Insured Name: ALLANA BUICK & BERS, INC.

Policy No: 6043425201

Endorsement No:

Effective Date:

EXHIBIT A



CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

- C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

CNA74858XX (1-15)

Page 17 of 18

Nat'l Fire Ins Co of Hartford

Insured Name: ALLANA BUICK & BERS, INC.

Policy No: 6043425201

Endorsement No:

Effective Date:

20020000160434252012674



EXHIBIT A

POLICY NUMBER: 6043425182

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: ALLANA BUICK & BERS, INC.**Endorsement Effective Date:** 10/01/2020**SCHEDULE****Name Of Person(s) Or Organization(s):**ANY PERSONS OR ORGANIZATION THAT THE
NAME INSURED IS OBLIGATED TO PROVIDE
INSURANCE WHERE REQUIRED BY A WRITTEN
CONTRACT OR AGREEMENT IS AN INSURED, BUT
ONLY WITH RESPECT TO LEGAL RESPONSIBILITY
FOR ACTS OR OMISSION OF A PERSON FOR WHOM
LIABILITY COVERAGE IS AFFORDED UNDER THIS
POLICY

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



EXHIBIT A

CNA71527XX
(Ed. 10/12)**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE**Name of Additional Insured Persons Or Organizations**

AS REQUIRED BY WRITTEN CONTRACT.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an Insured under this policy.
2. The Insurance afforded to the additional Insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional Insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

30020008260484251822470



City of South San Francisco General Liability Insurance – Self-Insured Retention (SIR) Questionnaire

Please print these questions on your company letterhead, answer the questions, and sign the form.

If you have questions, please contact:

ABB Testing LLC

John Kelleher

CFO

650-543-5600

jkelleher@abbae.com

1. Do you have Self-Insured Retention (SIR) related to the liability coverage? If so, how much is it?
 - a. None
2. Do you have a deductible related to the liability coverage? If so, how much is it?
 - a. \$25K for residential projects
3. Does your insurance have a provision stating that no one else can pay the deductible except the contractor?
 - a. No
4. Does the insurance agreement permit the City as an additional insured to pay the amount of the SIR or deductible if the contractor does not?
 - a. No

EXHIBIT B
ADDED SCOPE OF SERVICES



ABB Testing
990 Commercial Street
Palo Alto, CA 94303
t 650.543.5600
f 650.543.5625
www.abbttesting.com

ABB TESTING

Making Buildings Perform Better

July 9, 2021 (Revised 04/14/2022)

City of South San Francisco

ATTN: Jacob Gilchrist, Director of Capital Projects
500 North Canal Street
San Francisco, CA 94080

CC: Mr. Farshid Samsami
Senior Project Manager
Kitchell CEM
71 Stevenson Street, Suite 400
San Francisco, CA

Re: Proposal for Third-Party Building Envelope Testing and Inspection Services
South San Francisco Community Civic Campus – Phase 2
Library, Parks & Recreation and Community Theater (City Project pf2103 – RFP #2652)
400 Grand Avenue
South San Francisco, CA 94080

ON: 2012-01574

Dear Mr. Gilchrist,

ABB Testing (ABBT) is pleased to present **City of South San Francisco (City)** and **Kitchell CEM (Kitchell)** with this proposal to provide Third-Party Building Envelope Testing and Inspection Services for the above referenced project located in South San Francisco, California.

At Kitchell's request, we have revised our original proposal to remove the Below-Grade Monitoring services scope/fee, since this scope was pulled out and put into a separate proposal. Our revised fee total is provided in the enclosed Attachment 8 – Inspection Cost Worksheet.

Background

To assist us with our proposal, you have provided us with the project RFP issued June 18, 2021 including project bidding documentation, plans and specifications. Smith Group is the project's Architect of Record.

It is our understanding that this project involves the construction of Phase 2 of the City of South San Francisco's Library, Parks and Recreation project, which includes four key components including: an 84,250 SF, three-story building; a 12,400 SF parking garage; surface parking; and a 1.35-acre park. The planned exterior building envelope assemblies include cement plaster, stucco finish, planted green screen over stucco, curtain wall, operable glazing, and spandrel / vision glass. Estimated total project construction value is \$81,372,971.

At this time, **The City of South San Francisco** through **Kitchell**, the project's Construction Manager, is requesting ABBT to provide third-party building envelope testing services for the systems listed. Based on our review of project specifications, ABBT is proposing to provide the following testing and inspection services via the following test methods:

- Electronic Leak Detection (ELD) Testing
 - 07 14 13 Hot Fluid Applied Waterproofing – 3.10.B Field Quality Control
 - Low-Voltage ELD Testing via Platform Scanner
- Adhesion Testing
 - 07 92 13 Exterior Joint Sealants – 3.5.C Field Quality Control
 - Non-Destructive Field Adhesion Testing – 3.5.C.1
 - Destructive Field Adhesion Testing – 3.5.C.2



- Visual Observations – 3.5.C.3
- Fenestration Water Spray Testing using hose and nozzle via AAMA 501.2
 - 08 42 26 Exterior Glass Entrances – 3.3.B
 - 08 43 13 Aluminum Framed Storefronts – 3.5.F.1
 - 08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.E
 - 08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.F
 - 08 62 00 Unit Skylights – 3.3.B
- Fenestration Water Penetration and Air Leakage Testing using chamber via ASTM E1105 & E 783
 - 08 42 26 Exterior Glass Entrances – 3.3.E.2-3
 - 08 43 13 Aluminum Framed Storefronts – 3.5.F.2-3
 - 08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.E.1-2
- Fenestration Water Penetration using chamber via ASTM E1105
 - 08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.F.4
- Field Quality Assurance (QA) Observations
 - 07 27 00 Air Barriers – 3.4.B
 - 4 visits
 - Exterior Building Envelope/Waterproofing
 - 7 visits
 - Roofing
 - Exterior walls / waterproofing
 - Sealants
 - Curtain Wall
- Field Water Penetration Resistance Testing
 - 07 27 00 Air Barriers – 3.4.C *Field Quality Control, Testing*
 - 3 days of testing per ASTM E1105

ABBT Recommended Services (as needed by Kitchell):

The following services are based on past requests from Kitchell for observations of building envelope and waterproofing systems. At this time, ABBT recommends a limited number of site visits that can be performed as directed by Kitchell. We recommend:

Based on our understanding of your project requirements and our experience with similar projects, ABBT proposes the following scope of service:

Scope of Services

1. Electronic Leak Detection (ELD) Testing (2,200 SF Level 2 Plaza HRA Waterproofing)

Electronic Leak Detection (ELD) Testing

Initials_____



- a) Receive and review available as-built or record drawings, plans, specifications, and other relevant documentation to provide our Staff with an understanding of the proposed project and existing conditions for preparing our testing protocol.
- b) Prepare testing protocol, check-list, and testing equipment in accordance with ASTM D7877.
- c) Conduct site visits to perform Low-Voltage ELD testing on waterproofing membrane. Observations will be documented with field notes, sketches, and photos which will be summarized our report.
 - i. Prior to testing any exposed membrane, voids, deficiencies, defects or concerns will be documented.
 - ii. This proposal assumes Owner will provide a potable water source with a minimum 30 psi water pressure and 110-volt exterior grounded power supply within or directly adjacent to the proposed testing area(s). ABBT will provide ASTM compliant or uniform ELD testing equipment.
 - iii. This proposal includes one (1) full-day site visit for the waterproofing ELD testing and observation.
- d) Prepare an ELD Testing Report. The Testing Report will include:
 - i. Description of the testing we performed.
 - ii. Written descriptions of our observations and ELD testing results.
 - iii. Roof sketch location observed and ELD identifying deficiencies
- e) Re-testing is EXCLUDED from this proposal. ABBT can provide an additional services agreement for re-testing if requested.
- f) Report to be provided to the Owner in electronic (PDF) format and will be made available within 72 hours of our final site visit

2. Field QA Observation and Adhesion Testing (Exterior Sealant Joints)

Specification section does not outline the number of observations but does outline the frequency. The following is ABBT's recommendation based on the scale of the project.

- a) Conduct site visits to perform adhesion testing at the systems listed. Observations will be documented with field notes, sketches and digital photographs which will be the basis for our report. Scope includes:
 - i. 07 92 13 Exterior Joint Sealants – Field Quality Control:
 - Assume **two (2) site visits** by a Field Monitor for up to 12 hours per visit inclusive of preparation, observations travel, and reporting.
 - Site visits will include the following based on specification section 07 92 13 – 3.5.C *Field Quality Control*:
 - a. Non-Destructive Field Adhesion Testing
 - b. Destructive Field Adhesion Testing
 - c. Visual Observations
 - b) ABBT will prepare written observation reports for each site visit. Field reports will conform to ABBT's reporting requirements. Our field reports will be created and distributed electronically.

3. Water Spray Testing Services (AAMA 501.2)

- 08 42 26 Exterior Glass Entrances – 3.3.B

Initials_____



- 3 visits min.
- 08 43 13 Aluminum Framed Storefronts – 3.5.F.1
 - 3 visits min.
- 08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.E
 - 1 visit min.
- 08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.F
 - 4 visits min.
- 08 62 00 Unit Skylights – 3.3.B
 - 1 visit min.

Total = 12 visits

ABBT's water testing scope includes the following:

- a) Receive and review the project documentation including as-built or record drawings, specifications, shop drawings, submittals to provide our staff with an understanding of the window construction, testing requirements and project schedule.
 - b) Conduct water hose testing of the systems outlined above in accordance with AAMA 501.2. Observations will be documented with field notes, sketches, and photos, which will be the basis for our report. ABBT's testing scope will include:
 - i. Assume each day or visit includes two (2) Field Monitors on site to conduct testing and observations in accordance with the provisions of specification sections outlined above.
 - ii. Equipment and supplies necessary to provide AAMA 501.2 testing. ABBAE will provide hoses, spray nozzle. Contractor will provide water source, access via lift if necessary.
 - iii. On the day of testing, ABBT will set up testing equipment, and conduct the water and air infiltration testing according to the project specifications.
 - c) EXCLUDED – Re-testing is excluded from this proposal. ABBT can provide an additional service agreement for re-testing if requested.
 - d) Prepare a water testing report documenting the test results and our recommendations for further testing and/or repairs if required. Report will be provided within 3 business days of testing date.
- 4. Water Penetration and Air Leakage Testing Services (ASTM E1105 or ASTM E 1105/E783 combined)**

ASTM E 1105 and E 783 combined:

- 08 42 26 Exterior Glass Entrances – 3.3.E.2 and 3
 - 1 visit min
- 08 43 13 Aluminum Framed Storefronts – 3.5.F.2 and 3
 - 3 visits min
- 08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.E.1 and 2
 - 1 visit min

Total = 5 visits

Initials_____



ASTM E 1105 only:

- 08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.F.4
 - 4 visits min

ABBT's water testing scope includes the following:

- a) Receive and review the project documentation including as-built or record drawings, specifications, shop drawings, submittals to provide our staff with an understanding of the window construction, testing requirements and project schedule.
- b) Conduct in field pressurized window water penetration resistance testing via ASTM E1105, and air leakage testing via ASTM E 783 simultaneously, for the systems outlined above. Observations will be documented with field notes, sketches, and photos, which will be the basis for our report. The water testing scope will include:
 - i. Assume each day or visit includes one (1) Field Monitor and one (1) Consultant on site to conduct testing and observations in accordance with the provisions of specification sections outlined above.
 - ii. ABBT will spray water from a calibrated spray rack at the exterior window locations identified in our testing protocol. Spray rack and 100' of hoses to be provided by ABBT. Contractor will provide potable water (min. 30 psi), power, and the required scaffolding, man lifts, ladders, and other equipment as required for our staff to safely access the interior and exterior sides of the testing areas.
 - iii. An allowance for a scissor lift rental is included in our budget.
- c) EXCLUDED – Re-testing is excluded from this proposal. ABBT can provide an additional service agreement for re-testing if requested.
- d) Contractor responsibilities for Water Testing (ABBT exclusions):
 - i. Complete installations of sample windows are the responsibility of the Contractor. A show-up fee of **full service cost** will be charged to the project if the samples are not ready for testing. This fee can be back-charged to the contractor by the Owner. The following must be completed prior to testing
 - Window and window waterproofing installation. Cladding or exterior insulation shall not be installed as to obstruct the testing.
 - Exterior (if designed) and interior sealants that interface with window frame.
 - Drywall shall not obstruct the view of the window assembly from the interior. Drywall removal and repair necessary to observe the testing are the responsibility of the Contractor.
 - Scheduling and coordination of the appropriate team members on the dates of testing shall be completed by the Contractor. If ABBT is requested to handle this duty, additional time and fee will be necessary.
 - Contractor shall provide one (1) week's notice to ABBT prior to testing.
 - Owner's Contractor to construct test chambers as outlined in ABBT's testing protocol, if needed.
 - Water providing a minimum of 25 psi at the location of the sample and power within 20 feet of the sample.

Initials_____



- Materials, debris, and any other obstructions shall be removed from the sample area prior to our arrival.
 - Access to both the exterior and interior of the testing sample. Lifts, scaffolding or swing stages shall be provided by the Contractor for samples 15 feet or higher.
 - If an interior buck is needed for the penetration testing, disposal of the buck shall be the responsibility of the Contractor.
- e) Prepare a water testing report documenting the test results and our recommendations for further testing and/or repairs if required. Report will be provided within 3 business days of testing date.

5. Field Quality Assurance (QA) Observation

- a) Conduct site visits to perform observations of the systems listed. Observations will be documented with field notes, sketches and digital photographs which will be the basis for our report. Scope includes:
- i. **07 27 00 Air Barriers – 3.4.B**
 - Assume **four (4) site visits** by a Field Monitor for up to 12 hours per visit inclusive of preparation, observations travel, and reporting.
 - b) ABBT will prepare written observation reports for each site visit. Field reports will conform to ABBT's reporting requirements. Our field reports will be created and distributed electronically.
 - ii. **Exterior Building Envelope & Waterproofing:**
 - Assume up to **seven (7) half-day site visits** by a Consultant for up to four (4) hours per visit inclusive of preparation, observations travel, and reporting.
 - Systems may include: roofing, exterior walls, exterior waterproofing, sealants, curtain wall, etc.
 - a) ABBT will prepare written observation reports for each site visit. Field reports will conform to ABBT's reporting requirements. Our field reports will be created and distributed electronically.

6. Water Penetration Testing Services (Air Barriers)

ASTM E 1105 only:

- 07 27 00 Air Barriers – 3.4.C Field Quality Control, Testing
 - Per Spec, assume 3 tests at 10%, 35% and 70% (up to 3 visits total)

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Initials_____



Proposal Fees

Our fees for testing and inspection services described above have been outlined in **Attachment 8 – Inspection Cost Worksheet**, which is enclosed separately. Fees are also outlined below:

Completed Services:

Opp #	Completed Services	Fee (*)
2106-02333	Field QA Observation & Adhesion Testing (Below-Grade Waterproofing)	\$21,120
2012-01574.01	Laboratory Mock-up Testing (by third-party lab)	\$71,500

Future Remaining Services (This Proposal):

Item	Service Phase	Fee Type	Fee (*)
	Specification Required 'Owner' Services		
1.	Electronic Leak Detection (ELD)		
1a.	ELD via Low-Voltage Scanner Testing	\$2,500 / day x 1 Day	\$2,500
2.	Field QA Observations & Adhesion Testing		
2.a	07 92 13 Exterior Joint Sealants (Incl. Non-Destructive & Destructive Field Adhesion Testing)	\$2,400 /day x 2 days	\$4,800
3.	Fenestration Water Spray Testing Using Hose & Nozzle	(AAMA 501.2)	
3.a	08 42 26 Exterior Glass Entrances	\$2,950 / day x 3 Days	\$8,850
3.b	08 43 13 Aluminum Framed Storefronts	\$2,950 / day x 3 Days	\$8,850
3.c	08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.E	\$2,950 / day x 1 Day	\$2,950
3.c	08 44 23 Structural Sealant Glazed Curtain Walls – 3.9.F	\$2,950 / day x 4 Days	\$11,800
3.d	08 62 00 Unit Skylights	\$2,950 / day x 1 Day	\$2,950
4.	Fenestration Water Penetration and Air Leakage Testing	(ASTM E1105 & E783)	
4.a	08 42 26 Exterior Glass Entrances	\$3,750 / day x 1 Day	\$3,750
4.b	08 43 13 Aluminum Framed Storefronts	\$3,750 / day x 3 Days	\$11,250
4.c	08 44 23 Structural Sealant Glazed Curtain Walls	\$3,750 / day x 1 Day	\$3,750
5.	Fenestration Water Penetration Only	(ASTM E1105)	
5.a	08 44 23 Structural Sealant Glazed Curtain Walls	\$3,750 / day x 4 Days	\$15,000
	(Fees continued from above)		

Initials _____



6.	Field QA Observations		
6.a	07 27 00 Air Barriers	\$2,400 /day x 4 days	\$9,600
6.b	Misc. Exterior Building Envelope & Waterproofing	\$2,400 /day x 7 days	\$16,800
7.	Field Water Penetration Resistance Testing		
7.a	07 27 00 Air Barriers	\$3,750 / day x 3 Days	\$11,250
8.	Equipment Allowances:		
8.a	Boom Lift Rental Allowance	<i>Time and Expense</i>	\$2,000
8.b	Interior Chamber Construction & Demo Allowance	<i>Time and Expense</i>	\$3,900
		TOTAL FEE	\$120,000

Assumptions and Exclusions

1. ABBT is not the Architect of Record for the overall project design. ABBT is providing third-party Testing services for the building envelope systems described.
2. ABBT's services are limited to those specifically described above. If additional services are requested or required, we will be pleased to provide you with an additional service agreement (ASA) once the scope of additional services is defined.
3. Proposal does not include lab testing.
4. Testing of other systems beyond those mentioned in our scope is excluded.
5. Design, Bidding and Permitting and Construction phase services are not included in this proposal.
6. ABBT will charge **full service cost** for each site visit cancelled by the client within 48 hours of the scheduled services due to any reason.
7. This proposal assumes that the Owner or their General Contractor will arrange for ABBT to have access to the necessary construction areas. Any fees or special equipment such as man lifts, extension ladders, etc. necessary to gain access are not included in this proposal but are assumed as allowances.
8. It is the responsibility of the project Contractor(s) to install fully functioning building enclosure systems that provide water tightness and meet the design intent. If the Contractor fails to comply with specifications and other documents, ABBT may require more field visits which would be performed at an additional time and expense fee, but not without prior approval from the Owner.
9. ABBT is not responsible for damages to finishes or tested membrane damages during or after our testing, including any potential water damage to interior/exterior of the building or test site.
10. Jobsite and Contractor Safety will be the sole responsibility of the Contractor.

Initials_____



Agreement

Our Agreement consists of this executed proposal and the enclosed General Terms and Conditions. We will initiate this project upon receipt of your written authorization to proceed. If this Agreement is acceptable, please sign and return one copy by email to contracts@abbae.com, US Mail, or FAX.

When ABBT is requested to perform services described in this proposal prior to receiving an executed Agreement from you, such request will constitute an acceptance of this agreement. If you request ABBT to provide services in addition to those specifically outlined in this agreement, it is understood that ABBT will invoice for those additional services on a time and expense basis in accordance with our attached General Terms and Conditions.

Thank you for this opportunity to be of service to **City of South San Francisco** and **Kitchell CEM**. Please call us if you have any questions regarding this proposal or other aspects of our capabilities.

Very truly yours,

Allana Buick & Bers, Inc.

Petersen Lambert, P.E.
Principal, Testing Division Manager

Enclosures: General Terms and Conditions (2020)

This proposal and attached General Terms and Conditions are accepted by:

City of South San Francisco

C/o: Kitchell CEM

Authorized Signature

Printed Name

Date

Initials_____