

COUNTY OF SISKIYOU
DESIGN PROFESSIONAL SERVICES CONTRACT
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: DEPARTMENT OF GENERAL SERVICES
COUNTY OF SISKIYOU
190 GREENHORN ROAD
YREKA, CA 96097

And

CONTRACTOR: PACE ENGINEERING, INC.
5155 VENTURE PARKWAY
REDDING, CA 96002
530-244-0202

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on APRIL 18, 2023 and shall terminate on JUNE 30, 2027, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the

method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the [Department Head] JOY HALL or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

- 5.02** Contract Management: Contractor shall report to the (department head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification for design professional services: Pursuant to the full language of California Civil Code §2782, Contractor agrees to indemnify, including the cost to defend, County, its officers, officials, employees, from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County, its officers, officials, and employees; and does not apply to any passive negligence of the County, its officers, officials, and employees unless caused at least in part by the Contractor. The County, its officers, officials, and employees agrees that in no event shall the cost to defend charged to the Contractor exceed that professional's proportionate percentage of fault and the Contractor has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial

General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor 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 County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform

any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor 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 County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or

obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes

insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

7.01 Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract,

County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

ED VALENZUELA, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Date: 3/30/2023

CONTRACTOR: Pace Engineering, Inc.

Paul J. Reuter
4F1D5BFEBB06429

Paul J. Reuter, P.E, President/CEO

Date: 3/30/2023

Shawn Wade
C380C9A82583493

Shawn Wade, S.E, Vice President/CFO

License No.: C56876, DIR 1000005957
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 94-2436391

ACCOUNTING:

Fund Organization Account Activity Code (if applicable)

1001 107010 723000

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: N/A

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.



Exhibit A

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2023

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Senior Engineering Consultant	E8	\$255
Managing Engineer	E7	\$255
Principal Engineer/Surveyor	E6/LS6	\$240
Senior Engineer/Surveyor	E5/LS5	\$221
Associate Engineer/Surveyor	E4/LS4	\$198
Staff Engineer/Surveyor - Grade 3	E3/LS3	\$178
Staff Engineer/Surveyor - Grade 2	E2/LS2	\$167
Staff Engineer/Surveyor - Grade 1	E1/LS1	\$152
Technician 4	T4	\$167
Technician 3	T3	\$151
Technician 2	T2	\$136
Technician 1	T1	\$119
One-Man Survey Crew	SC1	\$280
Two-Man Survey Crew	SC2	\$356
Two-Man Survey Crew (O/T)	SC2x	\$421
Three-Man Survey Crew	SC3	\$439
Admin. Clerk 3	AD3	\$94
Admin. Clerk 2	AD2	\$83
Admin. Clerk 1	AD1	\$76

EXPENSES

Meals and Lodging: At cost (out-of-town and overnight work only).

Vehicle Transportation: Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.

Express Mail/Federal Express: At cost.

Outside Services and Fees: At cost plus 10% administrative fee.

Computers, Plotters, and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.

Refer to Exhibit A-1 for hourly rates on prevailing wage projects.



Bid Proposal Form

RFP Number: 22-107010-0

Project Description: Architectural & Structural Engineering Services

Department: General Services

Submitted to: Amanda Kimball, Project Coordinator

Closing Date: January 03, 2023, 3:00 PM (PST)

The County of Siskiyou reserves the right to accept or reject any and all proposals in the best interest of the County.

This proposal, in response to RFP Number 22-107010-08, is submitted on this date: 1/9/2023 by the below named firm/individual by the undersigned authorized representative.

Business Name: PACE Engineering, Inc.

Phone Number: (530) 244-0202

Business Address: (Street, City, State, Zip)

5155 Venture Parkway
Redding, CA 96002

E-mail: swade@paceengineering.us

License Number: SE 6497

Authorized Representative: Shawn Wade, Principal Engineer

The Undersigned declares that they have examined the location of the project site, the conditions of work; and have read and thoroughly understand the RFP, scope of work, and all attached documents. The undersigned hereby proposes to undertake and complete the work requested by the County in accordance with said documents and agrees if this proposal is accepted by the County to furnish all labor, materials, equipment, transportation and services required to complete said work and to accept as payment, the prices set forth in this proposal.

Signature: 

Date: 1/9/2023

Please submit all proposal information and documents as attachments to this form.

Attachment: A

PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES (RFP #22-107010-08)

Prepared for the County of Siskiyou General Services



PACE[®]
ENGINEERING



Complete engineering services with attention to individual client needs

January 9, 2023

SENT BY EMAIL ONLY

akimball2@co.siskiyou.ca.us

County of Siskiyou
Amanda Kimball, Project Coordinator

Subject: County of Siskiyou General Services Request for Proposal for Structural Engineering Services (RFP #22-107010-08)

PACE Engineering, Inc. (PACE) is pleased to submit our Proposal for your consideration for engineering services for the County of Siskiyou. We have an outstanding track record of providing similar services to communities throughout Northern California. Our depth of experience, breadth of services, local expertise, and exceptional customer care differentiate PACE from other firms; we offer the best of a large firm with the personal touch of a small firm.

PACE is qualified to provide engineering, design, and surveying services for the following types of facilities and operations:

- Land Development/Civil Engineering
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering
- Instrumentation and Controls Engineering
- Fire Alarm Engineering
- Water and Wastewater Engineering
- Land Surveying and Aerial Mapping
- Engineering Assessments/Preliminary Engineering
- Complete Building Design
- Fire and Life Safety Code Analyses
- Cost Estimating
- Construction Observation and Inspection
- Construction Administration

Over the last 45 years, our firm has consistently demonstrated the ability to manage complicated projects from a wide range of funding sources. As a testament to our work, a majority of the municipalities we work with have more than a 15-year relationship with us. Our cutting-edge, employee-ownership program keeps our best employees engaged year after year and ensures that all are vested in delivering excellent solutions.

Refer to the Relevant Experience section in this Proposal for PACE's experience with the services requested. Examples of completed projects and references are listed therein.

A specific list of required licenses and registrations was not provided in RFP #22-107010-08, but refer to Attachment A for verification of California licenses for the provided Key Personnel, DGS Small Business Certification, and California DIR Registration. Additional licenses and registrations can be provided if requested.

RFP #22-107010-08 did not request staff resumes and, in an effort to limit the length of this Proposal, we have not included our staff resumes; however, we are happy to provide them if requested.

County of Siskiyou
Page 2

January 9, 2023
0.04

All requested engineering disciplines listed in RFP #22-107010-08 are in-house; therefore, subconsultants are not anticipated to be used.

PACE provides County Surveyor and County Engineer services for the County of Siskiyou's Road Department. Per information provided by the County of Siskiyou, this does not constitute a conflict of interest since that is a separate department from General Services. Based on this, PACE does not have any conflicts of interest that would preclude us from providing professional engineering or surveying services to the County of Siskiyou.

PACE is an equal opportunity employer and strictly prohibits unlawful discrimination by any employee, including managers, supervisors, and coworkers.

Please contact me at (530) 244-0202 if I can assist you in any way.

Sincerely,



Shawn Wade, P.E.
Principal Engineer
swade@paceengineering.us

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ATTACHMENTS

ATTACHMENT A – ADDITIONAL INFORMATION

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FIRM OVERVIEW

PACE AT A GLANCE

PACE Engineering, Inc. (PACE) was established in 1976 and has provided engineering and surveying services in northern California for over 45 years. We are a multi-discipline civil engineering firm located in Redding, California, specializing in water and wastewater facilities, electrical, mechanical, structural, road design, land development, surveying, and mapping. Our broad range of in-house services allows us to meet the needs of our clients. We currently provide engineering services to numerous cities and special districts throughout the north state from Yreka to Williams and from Orick to Susanville. As a firm, PACE has extensive experience in providing the personnel and services needed to complete major public works projects from the planning stage through construction and operation.

Currently, 73 employees including 19 licensed civil engineers, 4 licensed electrical engineers, 3 licensed mechanical engineers, and 4 licensed land surveyors make up our professional team. Four of our civil engineers are also licensed structural engineers. We offer a full range of services including master planning and feasibility studies; rate studies; preliminary design; project funding procurement; final design including construction plans and specifications, construction cost estimating; contract administration; construction observation and inspection services; and contract operations of water and wastewater treatment facilities.



Every project presents unique challenges pertaining to the proper balance between client desires and expectations, available funding, and satisfaction of regulatory requirements. PACE prides itself in our ability to work with all stakeholders involved to deliver a project that meets these expectations. It starts with proactive project management and effective communication between parties. Our project managers are trained to lead this communication effort from project inception through final construction, startup, and operations.

FIRM OVERVIEW

PRINCIPAL STOCKHOLDERS

Paul J. Reuter, President and Managing Engineer
 Shawn Wade, Secretary/CFO
 Robert F. Harp, Vice President
 Thomas W. Warnock, Vice President
 Anthony A. Bowser, Vice President
 Laurie McCollum, Principal Engineer
 Seth Petrie, Principal Engineer
 Jesse Lenaker, Principal Surveyor

STAFF STOCKHOLDERS

Calvin Abshier, Bryan Barnes, Jessica Chandler, Paige Cibart, Jen Collins, Ben Ewing, Bryan Gentles, Tammy Hale, Garrett Hattenhauer, Nicole Humphreys, Wesley Inman, Troy Jones, Eli Jurisich, Keith Krantz, Karalee Layton, James Litts, Eric Marshall, Grant Maxwell, Adam Miller, Chris Needham, Karrie Nunes, Curtis Paget, Ignacio Sanchez, Michael Walters, and Steve Wilson

FIRM ESTABLISHED

April 15, 1976

NUMBER OF FULL-TIME EMPLOYEES

73 total employees (26 licensed engineers, 4 licensed land surveyors, 18 staff engineers, 9 administrative, and 16 technical)

PROFESSIONAL LICENSES

California

Civil19
 Structural4
 Electrical4
 Mechanical3
 Land Survey4

Montana

Electrical1

Nevada

Electrical1

Oregon

Civil1
 Structural1
 Electrical1
 Mechanical1

Washington

Electrical1

EDUCATIONAL DEGREES

B.S. Engineering 38
 M.S. Engineering 6
 B.S. Geomatics 1

PROFESSIONAL SERVICES ANNUAL DOLLAR VOLUME

Approximately \$17,000,000

STATEMENT OF QUALIFICATIONS

STRUCTURAL ENGINEERING

PACE has four licensed structural engineers and three staff project engineers who provide full-time structural engineering. They have a broad range of design experience ranging from retaining walls to multi-story buildings and bridges. Our structural engineering team also has extensive experience with complete building design services for offices, industrial and processing facilities, and warehouses.



Design Capabilities:

Bridges

- Steel
- Concrete
- Timber
- Falsework Design

Building Design

- Commercial
- Industrial
- Institutional
- Residential

Water and Wastewater Facilities

- Tanks
- Basins
- Filters

Foundations

- Pre-Fabricated Metal Buildings
- Shallow Foundations
- Deep Foundations

Construction Inspection and Testing:

- Masonry, Concrete, Steel, and Wood
- Quality Control Observation
- Paint and Coating Application
- Roofing

Computer Analysis:

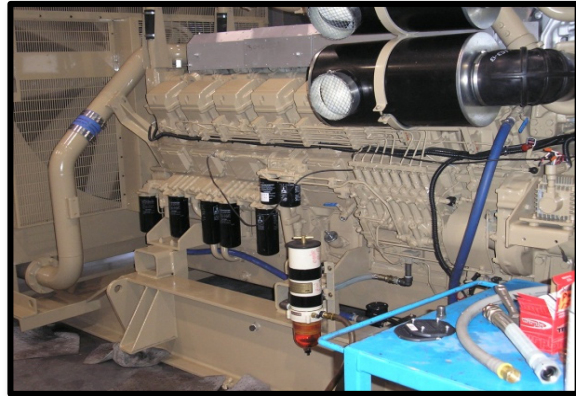
- Cold-Formed Steel Design
- Two- and Three-Dimensional Truss and Frame Analysis
- Computer-Aided Drafting



STATEMENT OF QUALIFICATIONS

ELECTRICAL ENGINEERING

PACE has experience in a wide range of electrical engineering responsibilities and continues to expand capabilities to keep up with changing technology. Our range of electrical design projects includes water/wastewater facilities, industrial facilities, schools, healthcare facilities, commercial office buildings, commercial retail spaces, and sports field lighting.



Some of our specialty design projects consist of wireless SCADA and custom control systems for water/wastewater facilities, standby power systems consisting of generators and/or solar photovoltaic systems, and 12kV power distribution systems.

In order to meet project demands, PACE's Electrical Engineering Department is capable of performing all of the following tasks:

- Electrical Power Distribution and Controls
- Medium Voltage Power Distribution and Controls
- Automated Control System Design and Implementation
- SCADA/PLC Programming and Configuration
- Radio Telemetry
- Standby Generation Facilities
- Photovoltaic System Design and Analysis
- Protective Device Studies and Arc Flash Hazard Analysis
- Lighting System Design/Photometric Analysis
- Fire Alarm Design
- Conformance to CA Energy Codes, HCAI, and DSA Standards
- Conformance to LEED Certification Standards
- Experience with the Latest Versions of AutoCAD and Revit

PACE's Electrical Engineering Department is led by Anthony Bowser, Principal Engineer, which includes four licensed engineers and is dedicated to meeting the needs of our clients. The goal for each project is to deliver a thorough and complete design within schedule that meets or exceeds expectations without compromising our integrity.

STATEMENT OF QUALIFICATIONS

CIVIL ENGINEERING

PACE's civil design team offers diversified capabilities to suit the needs of both public and private clients. Our experience in land development, which includes design of streets, utilities, grading plans, and storm drain facilities enables our team to provide exceptional design services for a variety of projects. The team has completed dozens of projects from overseeing subdivisions to grading and utility plans for public and private developments.

Subdivision and site engineering capabilities include:

- Feasibility Studies
- Land Development Planning
- Street Design
- Utility Design and Coordination
- Storm Water, Plans, Reports, and Compliance (MS4)
- GIS

PACE's civil design team includes two licensed engineers managed by Seth Petrie, Principal Engineer.



Grading and utility plan examples include Plumas County, Tehama County, and Shasta County administration buildings, Redding Bank of Commerce, The Vistas Assisted Living, Good News Rescue Mission, Shasta College, North Cottonwood School, Dollar General stores, and multiple other commercial office developments.

The team's experience with public as well as private clients provides a well-rounded perspective for the process of land development, which provides a healthy interface between our City clients and their private cliental.



STATEMENT OF QUALIFICATIONS

MECHANICAL ENGINEERING

PACE offers a wide variety of mechanical engineering services. We continue to grow with the goal of staying ahead of changing regulations and new innovative technologies. Our primary services include design of heating, ventilation, air conditioning, plumbing, and fire suppression systems. Additional services include evaluation and remediation reports for existing problematic systems, scope development, funding study reports, evaluation of system options, energy analysis, and building management control systems.



Our Mechanical Engineers have experience with a wide range of project types including:

- Small to Large Office Buildings
- Medical Office Buildings
- Acute Care Hospitals
- Government Buildings
- Chemical and Biological Laboratories
- School Buildings
- University Facilities and Campus-Wide Systems
- Automotive Maintenance Shops
- Light Industrial
- Wastewater Treatment Facilities
- IT Server Rooms
- Central Chilled Water, Heating Water, and Steam Boiler Utility Plants
- Conformance to Title 24 Energy Codes and LEED Certification Standards
- Experience with the Latest Versions of AutoCAD and Revit

STATEMENT OF QUALIFICATIONS

LAND SURVEYING



PACE's Survey Department is responsible for property surveys and the preparation of legal descriptions for hundreds of rights-of-way and easements for road and utility projects. PACE teams provide survey supervision and coordination for control surveys, property boundary surveys, aerial mapping, topographic surveys, construction staking, and ALTA title surveys. PACE's widely respected Survey Department is led by Jesse Lenaker, L.S.



Our survey crews are equipped with the latest in "total station" technology, including two robotic total stations. Additionally, PACE is one of the few firms in northern California that owns and operates a GNSS continually operating GPS base station. We are the northernmost member of the California Survey and Drafting Supply's CSDS RTN. This GPS system provides significant cost savings for control surveys and topographic surveys in open areas.

Several years ago, PACE added 3D laser scanning to the long list of surveying services we provide. Now PACE is offering aerial mapping with drones. Mapping with drones provides an efficient



method for supplementing our field surveys with up-to-date aerial imagery and the ability to capture large amounts of data in relatively short periods of time. Drone surveys are ideal for providing incremental surveys to monitor construction progress or provide volumetric calculations for stockpiles or other masses.

STATEMENT OF QUALIFICATIONS

CONSTRUCTION OBSERVATION

PACE provides construction observation for many of our municipal projects. Our Construction Observers have experience covering a broad range of public works projects including grading, paving, concrete placement, and utilities inspection. The Construction Observer reports the Contractor's daily work and compliance with the contract documents to the Engineer. Construction observation services include:

- Soil compaction testing using ASTM, AASHTO, USBR, and Caltrans procedures
- Quality control observations during earthwork operations
- In situ soil moisture and density determination
- Quality control observations for foundation excavations

PACE has three nuclear density gauges. Most of our observers are certified nuclear gauge operators, which eliminates the need for separate compaction testing personnel.



CONTRACT ADMINISTRATION

As a full-service engineering firm, PACE offers end-to-end project management. For most projects, our involvement begins at the planning stage; we provide expert Feasibility Studies, Project Reports, and Preliminary Engineering Reports. We typically continue as project managers through the environmental review stage, design, contract administration, and services during construction. For most of the public works projects PACE designs, we also review the material submittals for compliance with the contract documents, review pay estimates, prepare change orders, and answer the Contractor's questions during construction. In effect, we are a liaison between the Contractor and the Client to check for compliance with the plans and contract documents.

Representative projects include:

- City of Dunsmuir – Wastewater Collection and Treatment Improvements; Sacramento Ave./ Siskiyou Ave. Improvements
- City of Lakeport – Water and Wastewater Improvement; Oxidation Ponds Sludge Removal
- City of Mt. Shasta – Interceptor Sewer Replacement; Pavement/Sidewalk Management System
- City of Weed – South Weed Well; Bel Air Tank Replacement; Boles Fire Rehab
- City of Williams – Water System Improvements; CDBG Water and Sewer
- City of Yreka – Wastewater Treatment and Collection System Improvements
- Bella Vista Water District – Wintu Pump Station and WTP Expansion
- Burney Water District – 4.0 MG Reservoir Project
- Rio Alto Water District – Wastewater Treatment Plant and Constructed Wetlands
- Quincy Community Services District – Wastewater Collection System Improvements

PACE prides itself with meeting established budgets and project schedules. On most PACE-designed construction projects, corrective-type change orders are usually less than 2% of the overall construction cost. Having to establish project budgets and schedules early in the planning phase in order to secure financing, we understand the importance of meeting these milestones and the potential financial impacts to small, disadvantaged communities if they are not met.

STATEMENT OF QUALIFICATIONS



PROJECT FUNDING EXPERIENCE

Most of PACE's projects are for public agencies with funds provided by the state or federal government. PACE has long-term relationships with:

- State Revolving Fund, DWSRF, and CWSRF
- Community Development Block Grants (CDBG)
- USDA Rural Development
- California Department of Water Resources (DWR)
- California Office of Emergency Services (Cal OES)
- Federal Emergency Management Agency (FEMA)
- California Small Community Grants
- Economic Development Administration (EDA)



PACE has one of the most effective track records in northern California for securing planning and construction grants for small, disadvantaged communities.



AGENCY EXPERIENCE

Since 1976, PACE has had the privilege of providing engineering and surveying services for both public and private clients in northern California. We have served cities, counties, and special districts including:

- | | |
|-----------------------|---|
| • City of Anderson | • Siskiyou County |
| • City of Dunsmuir | • Tehama County |
| • City of Mt. Shasta | • Centerville Community Services District |
| • City of Red Bluff | • Clear Creek Community Services District |
| • City of Redding | • Fall River Valley Community Services District |
| • City of Shasta Lake | • Lewiston Community Services District |
| • City of Susanville | • Shasta Community Services District |
| • City of Weed | • Buckingham Park Water District |
| • City of Williams | • Burney Water District |
| • City of Yreka | • Mineral County Water District |
| • Plumas County | • Rio Alto Water District |
| • Shasta County | |



KEY PERSONNEL

STRUCTURAL**SHAWN WADE, P.E., S.E. (C 82086; S 6497)**

Mr. Wade is a Principal Engineer and a registered Structural and Civil Engineer in California with 12 years of experience in structural design. He graduated in 2010 with a B.S. in Architectural Engineering from California Polytechnic State University, San Luis Obispo and in 2012 with an M.S. in Civil Engineering from University of California, Davis. He has a wide variety of structural engineering experience, including multi-story buildings, schools, hospitals, and water storage and conveyance structures and has provided architectural services for office buildings, tenant improvements, and industrial/warehouse-type facilities.

BOB HARP, P.E., S.E. (C 40747; S 3252)

Mr. Harp is a Principal Engineer and a registered Structural and Civil Engineer with 40 years of experience in structural engineering and forensic investigations. Mr. Harp has experience designing short and medium span bridges for highways, streets, and pedestrian usage. He has designed bridges constructed with concrete, steel, wood, and cable suspension materials. He has also prepared falsework design for contractors. In addition to designing buildings, bridges, retaining walls, and other structures, Mr. Harp has special expertise in moisture intrusion and water damage to buildings. He has completed many investigations to identify the cause and source of moisture and/or water passing into the building envelope. After the investigation is complete, Mr. Harp prepares plans and specifications to remedy the problem. Clients include insurance companies, homeowners, and contractors.

ELI JURISICH, P.E., S.E. (C 59767; S 4718)

Eli Jurisich is a Senior Engineer and a registered Structural and Civil Engineer with over 26 years of experience in structural engineering. Mr. Jurisich has provided structural engineering services on a wide variety of building structures including schools, churches, office buildings, agricultural storage and processing facilities, and large industrial facilities. In addition to his extensive building engineering experience, Eli has substantial experience engineering structures that support large industrial machinery and equipment. Eli also has wide-ranging experience engineering retaining walls, water and wastewater treatment structures, and water storage and conveyance structures.

STEVE WILSON, P.E., S.E. (C 69335; S 5993)

Mr. Wilson is a Senior Engineer and a registered Civil and Structural Engineer with 19 years of design experience. He earned his B.S. in Civil Engineering from California State University, Chico in 2003 and joined PACE in 2005. He has a wide variety of structural engineering experience including multi-story buildings, schools, skilled nursing facilities, water and wastewater treatment structures, water storage and conveyance structures, and landslide retaining structures.

CIVIL – LAND DEVELOPMENT**SETH PETRIE, P.E. (C 72333)**

Seth Petrie is a Principal Engineer and a registered Civil Engineer with 18 years of experience and a B.S. in Civil Engineering from California State University, Chico. He is experienced in the areas of subdivision, commercial site, and utility (storm drain, water distribution, sanitary sewer) design, hydrology analysis (river, stream, floodplain using Hydraflow, HEC-1, and HEC-RAS), flood elevation analysis and certification, Geographic Information Systems (GIS), and CAD software (AutoDesk AEC Collection and MicroStation).

KEY PERSONNEL

TROY JONES, P.E. (C 59519)

Troy Jones is a Senior Engineer and has been involved in a variety of civil engineering projects over the last 29 years at PACE. Mr. Jones has experience in the design of storm drains, sewer, water, and site improvements, and has served as Project Engineer on several roadway, municipal improvement, and site development projects. He is a licensed Civil Engineer in California and has worked in the consulting field for 25 years and in the surveying field for an additional 4 years. His responsibilities include project management, design, technical specification preparation, utility coordination, and hydraulic analysis.

ELECTRICAL

TONY BOWSER, P.E. (E 17988)

Tony Bowser is a Principal Engineer and a registered Electrical Engineer in the State of California. He has more than 18 years of design experience with water/wastewater control systems including electrical power distribution, lighting system design, fire alarm system design, automatic control systems, and standby generating systems.

CALVIN ABSHIER, P.E. (E 22477)

Calvin Abshier is an Associate Engineer and a registered Electrical Engineer in the State of California and graduated from California Polytechnic State University, San Luis Obispo in 2015. He joined PACE after graduation and has 7 years of experience in power, lighting, fire alarm, photovoltaic, and generator system design and in performing short circuit, overcurrent coordination, and arc flash studies. This includes compliance with California Energy Commission, DSA, and HCAI standards, project management, and coordination with architects, clients, and electric utilities around the North State.

BRYAN BARNES, P.E. (E 22549)

Mr. Barnes is a registered Electrical Engineer in the States of California and Oregon. He obtained a B.S. in Electrical and Computer Engineering with an emphasis on Power Systems from Oregon State University in 2014. Bryan then worked at Peak Reliability and Michel Corporation from 2014 until 2016 where he developed his project management and electrical power design skills before starting employment at PACE. Mr. Barnes is adept at electrical power (including lighting, generation, and photovoltaic), fire alarm, and technology system designs. He also is experienced in managing projects that require a knowledgeable Electrical Engineer with an understanding of multiple engineering disciplines.

MECHANICAL

ALEX HARP, P.E. (M 26028)

Mr. Harp is a Senior Engineer and a registered Mechanical Engineer in the State of California and has 39 years of engineering experience, of which 30 years includes project management. He earned his B.S. in Environmental Engineering from Cal Poly, San Luis Obispo with emphasis in mechanical engineering for the indoor environment. He has a wide variety of experience with HVAC, plumbing and fire suppression system planning, evaluation, design, and construction oversight including three years in the role of lead inspector. Some of his experience includes hospitals, medical facilities, K-12 schools, universities, small and large office buildings, a museum, prisons, lab research facilities, semiconductor research and development facilities, small and large IT server rooms, central services plants, and government operations buildings. He has served many leadership positions including president for Sacramento Valley chapters of ASHRAE and ASPE. Key highlight has been implementation of efficient systems with emphasis on comfort, functionality, and maintainability.

KEY PERSONNEL

ADAM MILLER, P.E. (M 40501)

Adam Miller is an Associate Engineer and a registered Mechanical Engineer in the State of California and the State of Oregon. He graduated with a B.S. in Mechanical Engineering from Western Michigan University in 2011 and is a member of ASHRAE. He has 11 years of engineering experience with planning, evaluation, and design of new and remodeled HVAC systems, plumbing systems, and automation and control systems. His experience includes K-12 schools, gymnasiums, office buildings, municipal facilities, assembly facilities, commercial kitchens, restaurants, conference and multipurpose facilities, natural and propane gas systems, equipment manufacturers, and automation of processes.

CHRISTOPHER NEEDHAM, P.E. (M 40530)

Christopher Needham is an Associate Engineer and a registered Mechanical Engineer in the State of California. He graduated with a B.S. in Mechanical Engineering from the University of California, Davis in 2015 and is a member of ASHRAE and ASPE. He has 7 years of engineering experience with planning, evaluation, and design of new and remodeled HVAC systems and plumbing systems. His experience includes office buildings, municipal facilities, assembly facilities, multipurpose facilities, skilled nursing facilities, and indoor cultivation facilities. These projects have involved a variety of HVAC and plumbing equipment, which includes natural and propane gas systems, hydronic systems, heat pumps, economizers, and purified and non-potable water supplies.

PROJECT APPROACH

FIRM PHILOSOPHY AND WORK PLAN

Project approaches will vary depending on the type of project and complexity; however, no matter the size of a project, PACE's top priority is ensuring that the client's goals and needs are met. PACE's success has been driven by our honesty, integrity, and client satisfaction. In 2022, PACE worked with PSMJ Resources, Inc. (PSMJ), "the world's leading authority, publisher and consultant on the effective management of architecture, engineering and construction firms," to participate in a client satisfaction survey that was sent to over one hundred of our clients. The results of our client survey entered us into PSMJ's annual awards where PACE was proud to be ranked No. 3 in the entire nation for client satisfaction.



The following key elements of our design process have proven to set us up for success and helped us achieve great client satisfaction:

1. **Project Management:** PACE understands that Project Management is the key to success for architectural and engineering companies. We focus on individual project success to drive our overall long-term success. This process starts the first day of a project's inception; must be regularly tracked, analyzed, and adjusted as necessary; and continues until the project is completely closed out. PACE supports our Project Managers by providing industry-leading training through PSMJ, resource planning to try and ensure consistency within our teams, in-house seminars, and utilization of Deltek's Ajera Project Management software to plan and manage resources and budgets and to track projects in real time.

The Principal-in-Charge for the work within this Proposal is Shawn Wade, one of PACE's Principal Structural Engineers. He has vast experience leading successful multi-discipline projects, including the design and construction of our new office building. Shawn has led projects that were designed completely in-house and has also served as the PACE project manager when working with outside consultants. Shawn believes it is crucial to have an understanding and appreciation of all disciplines involved in the design process in order to effectively manage, and collaboration and communication cannot be compromised.

2. **Budget Conscious:** At PACE, the budget is a constraint of the project and not just an outcome of the design. We establish the project budgets with our clients from the early stages, clearly communicate where the budget may not align with the project goals, and

PROJECT APPROACH

employ innovative strategies to produce practical solutions. Our team is regularly involved in cost estimating for both design and construction services. We have fostered great relationships with local contractors and suppliers to get real-time input on costs and trends and use industry estimating software, including RS Means.

3. Clear Project Goals: We work closely with our clients to establish the project goals with input from the end users to determine current and future needs. Communication is crucial to ensure there is a clear understanding of the expectations and the scope and schedule are well defined.
4. Collaboration: Projects can only succeed if there is continual collaboration amongst the design team, and one of PACE's biggest assets is our collaborative work environment. We are proud to have all our disciplines under one roof and have fostered an environment with open-door communication. We have built strong professional relationships amongst our teams that allow us to address urgent matters in real time.
5. Early Engagement: PACE is a firm believer in engaging all interested parties, including utility companies, building departments, fire marshals, etc., as early in the design process as necessary. The design industry is constantly changing with updated codes and regulations, and it is imperative to navigate the different requirements and identify any unforeseen constraints or potential hurdles early in the design process. We want to ensure that our client's resources and time are used as efficiently and effectively as possible, which requires the early engagement of all.
6. Attention to Detail: PACE prides ourselves on our attention to detail and approaching projects from different perspectives. We have worn many hats in the building process over the years, which allows us to view the design from all perspectives.

We cannot survive without our clients, and their needs are the most important part of any project. A lot of our clients are not familiar with the building or design process, and we strive to view it from their perspective to make sure we fully understand their goals and values.

Our employees live in and enjoy the communities in which we work, and we take pride in being a part of our communities' successes. We view our projects from the communities' perspectives because our reputation relies upon it.

PACE understands and values that the contractors must be able to successfully perform their duties for the project to be a success. We approach our designs with constructability at the forefront of our minds and are always open to suggestions/alternatives that may better suit a contractor's skillset, provide a better product, or create project efficiencies.

PROJECT APPROACH

PROJECT SCOPING AND PLANNING

The following is a breakdown/approach for the scoping and planning phases of a project:

Project Kick-Off Meeting

A project kick-off meeting is the first step in all projects and is very important. This meeting sets the standards and expectations for the project and requires input and communication from the client, end users, and key personnel of the design team. Project deliverables and expectations will be discussed during this meeting, and a preliminary deliverables list is typically developed.

Research and Information Gathering

The scope of this phase varies greatly depending on the project, but this is where all pertinent project information will be gathered by our team to better define the scope. This will include research on any existing building or infrastructure information, zoning requirements, local ordinances or requirements of a use permit, and environmental regulations.

Programming

The programming phase is a crucial step in the design process as it is where the most critical information from the client and end users is provided. It requires clear and frequent communication and input from all stakeholders. In this phase, we will identify existing space uses and censuses (where applicable), potential future needs, and discuss options or alternatives. Depending on the scope of a project, a more formal alternatives analysis may be necessary to explore budget impacts and develop a decision matrix based on the selected criteria.

This is also the phase where interior, exterior, and site space planning will be performed to ensure that the project's requirements can fit within the site and design constraints. Site surveys may also need to be conducted to develop preliminary site layout plans. Lastly, we work with the client to identify any potential long lead items or equipment that may impact schedules and budgets.

DESIGN

The design portion of the project can also vary greatly depending on the project's scope and size, but below is a brief outline of the various phases with general descriptions of the deliverables. Generally, these follow American Institute of Architects (AIA) industry standards for schematic design (SD), design development (DD), and construction document (CD) requirements. PACE also utilizes Revit BIM software for building modelling, which can be used to provide three-dimensional views of a project.

Design Kick-Off Meeting

This meeting will be held either internally with the design team or with the clients to clearly establish deliverable requirements, schedule, and design expectations.

PROJECT APPROACH

Schematic Design

The SD phase can often be intertwined with the scoping and planning phases, but the objective is to come out of the SD phase with a preferred design direction including the following deliverables:

1. Fire and Life-Safety Code Analysis.
2. Preliminary site plan.
3. Floor plans.
4. Preliminary exterior elevations.
5. Preliminary building sections.
6. Selection/Recommendation of major materials for construction.
7. Outline technical specifications.
8. Preliminary construction cost estimate.

Design Development

The DD phase is further refinement of the SD and includes drawing deliverables from the engineering disciplines. At the end of the DD phase, all major decisions will be made and documented for material selections, system types, and the overall basis of design for all disciplines. The following deliverables/tasks are typically provided:

1. Utility coordination for design constraints and associated fees (if not completed previously).
2. Topographic survey (if not completed previously).
3. Geotechnical investigation for design of the structures, grading, pavement, and MS4 requirements.
4. Update Fire and Life-Safety Code Analysis.
5. Preliminary grading, utility, and MS4 plans.
6. Update site plan to include coordination items with site utilities and civil design.
7. Refine floor plans.
8. Update exterior elevations to show proposed finishes.
9. Update building sections.
10. Preliminary wall sections.
11. Preliminary schedules for finishes, doors, windows, and equipment.
12. Preliminary interior elevations.
13. Preliminary structural foundation plans, framing plans, and sections.
14. Preliminary one-line diagram and fixture schedules.
15. Preliminary power and lighting plans.
16. Preliminary mechanical schedules, equipment layout, and duct routing.
17. Preliminary plumbing schedules, equipment layout, waste routing, and supply routing.
18. Update outline technical specifications.
19. Update construction cost estimate.

Construction Documents

The CD phase is to develop all necessary drawings, details, specifications, and calculations as required to permit, bid, and build the project. All documents will be submitted to the local Authority Having Jurisdiction (AHJ) for their review. Comments made by the AHJ will be addressed as necessary to obtain a permit.

PROJECT APPROACH

Typical milestone deliverables during the CD phase are set at 50%, 90%, and 100% levels of completion. Meetings are typically held after the 50% and 90% phases with the design team and client to collaborate and identify/address any action items. A final construction cost estimate is typically provided.

Construction Bid Packages:

Detailed and complete construction documents and bid packages are imperative to providing a quality product within the desired budget. PACE has extensive experience in Contract Bid Documents from both AIA and Engineers Joint Contract Documents Committee (EJCDC) for private and public projects. We can advertise a project for bid using the CIPLIST website and provide continual assistance during the bidding process to respond to bidder's requests for information (RFIs) and issue addendums, as necessary, to clarify the scope. We can also review the contractors' bids and provide a recommendation of award for the contractor.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

PACE strives to produce the highest quality professional engineering services through establishment of a rigorous and detailed QA/QC program. PACE has developed a comprehensive QA/QC program that began in 1976 at the inception of the company and continues to evolve as the engineering profession advances. The QA/QC program details all aspects of the engineering process from project inception and development to completion, ensuring the end product meets the high quality PACE expects and is known for. It begins with the proper application of standards, includes continued staff training, and culminates in a step-by-step project delivery system with reviews at all significant phases along the way.

PACE's QA/QC program varies by department but is generally comprised of the following:

Standards:

- Drafting/CAD Standards
- Design/Product Standards
- Report/Document Standards

Training

- Employee Training and Development
- Safety Training
- Knowledge Library

Project Delivery and Checklists

- Planning Checklists
- Project Setup Checklists
- Design/Deliverables Checklists
- Construction Checklists

PROJECT APPROACH

CONSTRUCTION ADMINISTRATION

PACE has experience in providing all aspects of engineering/design support during construction. We know that time is crucial during the construction process and that clear, fast responses are necessary. We also value our role in the project team and know the importance of working together to find practical solutions to problems and issues that arise during construction. Our support during the construction process can include all of the following:

1. Construction inspections.
2. Prevailing wage monitoring.
3. Review and approve contractor pay requests and change orders.
4. Site visit to view general progress of construction and perform all code-required construction observation by the design team. Field reports will be prepared to document site visits.
5. Review of construction submittals and shop drawings for conformance with the construction documents.
6. Review and respond to contractor RFIs and prepare clarifications as necessary to augment the design documents.
7. Attend reoccurring meetings with the client and contractor.
8. Perform a final site visit and prepare a final project punch list.
9. Perform project closeout duties, including any necessary AHJ forms, review and approval of final payments, and preparation of as-built drawings.

RELEVANT EXPERIENCE AND REFERENCES

Table 1 contains a list of projects that aligns with the scope requirements in the Request for Proposal, wherein PACE provided professional services in the recent past.

TABLE 1 PACE RELEVANT PROJECT EXPERIENCE	
PROJECT INFORMATION	CONTACT/REFERENCE
<p>Project Name: Pit 3 Powerhouse and Rock Creek Powerhouse Consolidation and Modernization Projects Owner: Pacific Gas and Electric (PG&E) PACE Project Manager: Shawn Wade Description: These projects consisted of modernization of two powerhouses for PG&E, Hydroelectric Division, that were constructed in the early 1900s. The project scope was to provide tenant improvements to the office areas that are utilized by the powerhouse operators. Improvements consisted of new ADA-compliant restrooms, offices, kitchens, break rooms, HVAC systems, power and lighting infrastructure, data infrastructure, and sound mitigation. PACE coordinated with PG&E for the specific requirements of the sites and buildings to ensure the new spaces accommodated all of the Owner’s needs while maintaining current operations and not interrupting critical functions.</p> <p>PACE provide complete design services for these projects. Construction was completed in 2017.</p>	<p style="text-align: center;">Jonathan Edwards PG&E 15449 Humbug Road Magalia, CA 95954 (530) 514-9364 JWE@pge.com</p> <p style="text-align: center;">Rob Bowers PG&E 31295 Manton Road Manton, CA 96059 (530) 949-9387 RSBz@pge.com</p>
<p>Project Name: PACE Engineering Office Building Owner: PACE Engineering, Inc. PACE Project Manager: Shawn Wade Description: After many years of continued growth, PACE outgrew our longtime home in downtown Redding, and we constructed a new office building in the Redding Stillwater Business Park. The project was designed completely in-house, and we partnered with G&S Construction early in the design process for constructability review, cost estimating, and selection of sub-contractors. Our new office is single-story, roughly 22,000 square feet, and contains an energy-efficient HVAC system that allows for more flexibility with climate control between offices.</p> <p>PACE provided completed design services for this project, and it was completed in 2021.</p>	<p style="text-align: center;">Forrest Goehring G&S Construction 880 Commerce Street Redding, CA 96002 (530) 515-5022 forrest@gsconstructionredding.com</p>
<p>Project Name: Butte County Morgue and Evidence Building Owner: Butte County PACE Project Manager: Shawn Wade Description: For many years, Butte County has needed new and expanded facilities at their municipal complex in Oroville, CA. The current facilities were overwhelmed, and modernization was needed. This project consisted of a brand new 11,000-square-foot morgue/evidence building and a 9,000-square-foot evidence storage building. The new facility consists of offices, conference rooms, break rooms, evidence storage, labs, and autopsy rooms. Design of the mechanical system was crucial to the function of the facility with having office space and autopsy suites all under one roof. The approximate construction cost is \$9.5M.</p> <p>PACE provided civil, mechanical, and electrical engineering services. The Architect was Russell Gallaway Architects in Chico, CA. The morgue/evidence building was completed in 2022, and the storage building is currently under construction and should be completed in 2023.</p>	<p style="text-align: center;">Barbara Norman Butte County General Services 2081 2nd Street Oroville, CA 95965 (530) 552-3499 BNorman@buttecounty.net</p>

RELEVANT EXPERIENCE AND REFERENCES

TABLE 1 PACE RELEVANT PROJECT EXPERIENCE	
PROJECT INFORMATION	CONTACT/REFERENCE
<p>Project Name: State-Mandated Wastewater Treatment and Disposal Improvement Projects Owner: City of Mt. Shasta PACE Project Manager: Grant Maxwell Description: The City of Mt. Shasta’s existing wastewater treatment plant (WWTP) has been serving the community for over 45 years. Although the facility has undergone several upgrades over the years, recent regulatory requirements proved to be too much for the existing pond system. The City recognized that the new regulatory requirements would require an advanced treatment system but wanted to minimize the operations and maintenance burden of a more modern WWTP. The City solicited engineering firms for proposals, and PACE was selected to develop a plan for meeting the regulatory requirements and assisting with procurement of \$11M in grant funds to complete the \$20M project. The City broke ground in early 2021. This new facility will have a peak wet weather capacity of 3.6 million gallons per day and includes biological nutrient removal, mechanical sludge dewatering, secondary filtration, closed vessel ultraviolet disinfection, and emergency power generation. In addition, the City’s existing Sacramento River discharge, located just below Lake Siskiyou, will be rehabilitated. A new control building is also being constructed.</p> <p>PACE provided completed design services for this project, and it will be completed in early 2023.</p>	<p align="center">Todd Juhasz City Manager 305 N. Mt. Shasta Blvd. Mt. Shasta, CA 96067 (530) 926-7510 tjuhasz@mtshastaca.gov</p> <p align="center">David Torres Public Works Supervisor 305 N. Mt. Shasta Blvd. Mt. Shasta, CA 96067 (530) 926-7526 dtorres@mtshastaca.gov</p>
<p>Project Name: Meadow Lane Elementary School New Administration and Multipurpose Facility Owner: Cascade Elementary School District PACE Project Manager: Bryan Barnes Description: This project consisted of an entirely new multipurpose facility (gymnasium and cafeteria), commercial kitchen, and administration offices at the Meadow Lane Elementary School in Anderson, CA. The new facility will be roughly 14,500 square feet, required permitting approval from the Department of State Architect (DSA), and has an estimated construction cost of roughly \$4M.</p> <p>PACE provided civil, structural, electrical, and mechanical/plumbing engineering services for this project. The Architect is Semingson Architecture & Engineering in Cottonwood, CA. It is currently under construction and scheduled for completion in late 2023/early 2024.</p>	<p align="center">Judy Semingson Semingson Architecture & Engineering 3233 Brush Street Cottonwood, CA 96022 (530) 347-5500 judy@semingson.us</p>

ATTACHMENT A

Additional Information

Verification of California License

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS**
LICENSING DETAILS FOR: 82086

NAME: WADE, SHAWN JOSEPH EDWIN

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

10990 SPARROW LN
PALO CEDRO CA 96073
SHASTA COUNTY

LICENSE RELATIONSHIPS

NAME: WADE, SHAWN JOSEPH EDWIN
LICENSE/REGISTRATION TYPE: STRUCTURAL
ENGINEER
LICENSE NUMBER: 6497 **PRIMARY STATUS:** CLEAR

ADDRESS :
10990 SPARROW LN
PALO CEDRO CA 96073
SHASTA COUNTY
MAP

ISSUANCE DATE

DECEMBER 18, 2013

EXPIRATION DATE

MARCH 31, 2024

CURRENT DATE / TIME

JANUARY 6, 2023
9:48:16 AM

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS**
LICENSING DETAILS FOR: 6497

NAME: WADE, SHAWN JOSEPH EDWIN

LICENSE TYPE: STRUCTURAL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

10990 SPARROW LN
PALO CEDRO CA 96073
SHASTA COUNTY

LICENSE RELATIONSHIPS

NAME: WADE, SHAWN JOSEPH EDWIN
LICENSE/REGISTRATION TYPE: CIVIL ENGINEER
LICENSE NUMBER: 82086 **PRIMARY STATUS:** CLEAR

ADDRESS :
10990 SPARROW LN
PALO CEDRO CA 96073
SHASTA COUNTY
MAP

ISSUANCE DATE

JUNE 13, 2017

EXPIRATION DATE

MARCH 31, 2024

CURRENT DATE / TIME

JANUARY 6, 2023
9:47:0 AM

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS**
LICENSING DETAILS FOR: 40747

NAME: HARP, ROBERT FRANKLIN

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

5155 VENTURE PKWY
REDDING CA 96002
SHASTA COUNTY

LICENSE RELATIONSHIPS

NAME: HARP, ROBERT FRANKLIN
LICENSE/REGISTRATION TYPE: STRUCTURAL
ENGINEER
LICENSE NUMBER: 3252 **PRIMARY STATUS:** CLEAR

ADDRESS :
5155 VENTURE PKWY
REDDING CA 96002
SHASTA COUNTY
MAP

ISSUANCE DATE

AUGUST 1, 1986

EXPIRATION DATE

MARCH 31, 2023

CURRENT DATE / TIME

JANUARY 6, 2023
9:51:1 AM

**BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS**
LICENSING DETAILS FOR: 3252

NAME: HARP, ROBERT FRANKLIN

LICENSE TYPE: STRUCTURAL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

5155 VENTURE PKWY
REDDING CA 96002
SHASTA COUNTY

LICENSE RELATIONSHIPS

NAME: HARP, ROBERT FRANKLIN
LICENSE/REGISTRATION TYPE: CIVIL ENGINEER
LICENSE NUMBER: 40747 **PRIMARY STATUS:** CLEAR

ADDRESS :
5155 VENTURE PKWY
REDDING CA 96002
SHASTA COUNTY
MAP

ISSUANCE DATE

JANUARY 26, 1990

EXPIRATION DATE

MARCH 31, 2023

CURRENT DATE / TIME

JANUARY 6, 2023
9:50:28 AM

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 59767

NAME: JURISICH, ELI
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
1936 S RIDGE DR
REDDING CA 96003
SHASTA COUNTY

ISSUANCE DATE
JULY 23, 1999
EXPIRATION DATE
DECEMBER 31, 2023
CURRENT DATE / TIME
JANUARY 6, 2023
9:51:56 AM

LICENSE RELATIONSHIPS

NAME: JURISICH, ELI
LICENSE/REGISTRATION TYPE: STRUCTURAL
ENGINEER
LICENSE NUMBER: 4718 **PRIMARY STATUS:** CLEAR

ADDRESS :
1936 S RIDGE DR
REDDING CA 96003
SHASTA COUNTY
MAP

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 4718

NAME: JURISICH, ELI
LICENSE TYPE: STRUCTURAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
1936 S RIDGE DR
REDDING CA 96003
SHASTA COUNTY

ISSUANCE DATE
JANUARY 30, 2004
EXPIRATION DATE
DECEMBER 31, 2023
CURRENT DATE / TIME
JANUARY 6, 2023
9:51:34 AM

LICENSE RELATIONSHIPS

NAME: JURISICH, ELI
LICENSE/REGISTRATION TYPE: CIVIL ENGINEER
LICENSE NUMBER: 59767 **PRIMARY STATUS:** CLEAR

ADDRESS :
1936 S RIDGE DR
REDDING CA 96003
SHASTA COUNTY
MAP

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 69335

NAME: WILSON, STEVEN
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
2255 DARTMOUTH DR
REDDING CA 96001
SHASTA COUNTY

ISSUANCE DATE
JANUARY 20, 2006
EXPIRATION DATE
JUNE 30, 2024
CURRENT DATE / TIME
JANUARY 6, 2023
9:52:45 AM

LICENSE RELATIONSHIPS

NAME: WILSON, STEVEN
LICENSE/REGISTRATION TYPE: STRUCTURAL
ENGINEER
LICENSE NUMBER: 5993 **PRIMARY STATUS:** CLEAR

ADDRESS :
2255 DARTMOUTH DR
REDDING CA 96001
SHASTA COUNTY
MAP

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 5993

NAME: WILSON, STEVEN
LICENSE TYPE: STRUCTURAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
2255 DARTMOUTH DR
REDDING CA 96001
SHASTA COUNTY

ISSUANCE DATE
DECEMBER 18, 2013
EXPIRATION DATE
JUNE 30, 2024
CURRENT DATE / TIME
JANUARY 6, 2023
9:52:18 AM

LICENSE RELATIONSHIPS

NAME: WILSON, STEVEN
LICENSE/REGISTRATION TYPE: CIVIL ENGINEER
LICENSE NUMBER: 69335 **PRIMARY STATUS:** CLEAR

ADDRESS :
2255 DARTMOUTH DR
REDDING CA 96001
SHASTA COUNTY
MAP

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 72333

NAME: PETRIE, SETH AARON
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
2994 STINGY LANE
ANDERSON CA 96007
SHASTA COUNTY

ISSUANCE DATE

JANUARY 25, 2008

EXPIRATION DATE

JUNE 30, 2024

CURRENT DATE / TIME

JANUARY 6, 2023
9:53:11 AM

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 59519

NAME: JONES, TROY MICHAEL
LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
19261 LEXINGTON LANE
REDDING CA 96003
SHASTA COUNTY

ISSUANCE DATE

JULY 23, 1999

EXPIRATION DATE

DECEMBER 31, 2023

CURRENT DATE / TIME

JANUARY 6, 2023
9:53:34 AM

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 17988

NAME: BOWSER, ANTHONY A
LICENSE TYPE: ELECTRICAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
5155 VENTURE PKWY
COTTONWOOD CA 96022
SHASTA COUNTY

ISSUANCE DATE

SEPTEMBER 8, 2006

EXPIRATION DATE

DECEMBER 31, 2022

CURRENT DATE / TIME

JANUARY 6, 2023
9:53:58 AM

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 22477

NAME: ABSHIER, CALVIN ANDREW
LICENSE TYPE: ELECTRICAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
20469 ROBINSON GLEN DRIVE
COTTONWOOD CA 96022
SHASTA COUNTY

ISSUANCE DATE

JUNE 22, 2018

EXPIRATION DATE

SEPTEMBER 30, 2024

CURRENT DATE / TIME

JANUARY 6, 2023
9:54:31 AM

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 22549

NAME: BARNES, BRYAN MICHAEL
LICENSE TYPE: ELECTRICAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
2097 HEDGEROW AVE
REDDING CA 96003
SHASTA COUNTY

ISSUANCE DATE

AUGUST 17, 2018

EXPIRATION DATE

DECEMBER 31, 2024

CURRENT DATE / TIME

JANUARY 6, 2023
9:55:11 AM

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 26028

NAME: HARP, ALEX GEORGE
LICENSE TYPE: MECHANICAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
11440 RUGBY HILL DR
REDDING CA 96003
SHASTA COUNTY

ISSUANCE DATE
JANUARY 27, 1989
EXPIRATION DATE
JUNE 30, 2023
CURRENT DATE / TIME
JANUARY 6, 2023
9:55:37 AM

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 40501

NAME: MILLER, ADAM DANIEL A
LICENSE TYPE: MECHANICAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
4537 MOYVANE DRIVE
REDDING CA 96001
SHASTA COUNTY

ISSUANCE DATE
JUNE 4, 2021
EXPIRATION DATE
SEPTEMBER 30, 2023
CURRENT DATE / TIME
JANUARY 6, 2023
9:56:8 AM

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
LICENSING DETAILS FOR: 40530

NAME: NEEDHAM, CHRISTOPHER SCOTT
LICENSE TYPE: MECHANICAL ENGINEER
LICENSE STATUS: CLEAR
ADDRESS
PO BOX 494314
REDDING CA 96049
SHASTA COUNTY

ISSUANCE DATE
JULY 2, 2021
EXPIRATION DATE
DECEMBER 31, 2023
CURRENT DATE / TIME
JANUARY 6, 2023
9:56:42 AM

Certification from DGS

Printed on: 1/6/2023 9:36:33 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 17463

Legal Business Name:
PACE ENGINEERING

Doing Business As (DBA) Name 1:
PACE ENGINEERING

Doing Business As (DBA) Name 2:

Address:
5155 Venture Parkway
REDDING
CA 96002

Email Address:
flucero@paceengineering.us

Business Web Page:

Business Phone Number:
530/244-0202

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB	Approved	11/05/2021	11/30/2023

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Contractor Information

Legal Entity Name

PACE ENGINEERING, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000005957

Registration effective date

07/01/22

Registration expiration date

06/30/25

Mailing Address

5155 Venture Parkway REDDING 96002 CA United States of America

Physical Address

5155 Venture Parkway REDDING 96002 CA United States of America

Email Address

klayton@paceengineering.us

Trade Name/DBA**License Number (s)**

Other:C56876

Other:C56876

Registration History

Effective Date	Expiration Date
06/12/18	06/30/19
05/15/17	06/30/18
06/24/16	06/30/17
06/21/15	06/30/16
01/19/15	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number:

0829064

Federal Employment Identification Number:

942436391

President Name:

Paul Reuter

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:**Agency for Service:**Agent of Service Name:**

Karalee Layton

Agent of Service Mailing Address:

5155 Venture Parkway Redding 96002 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:

PACE ENGINEERING, INC.

Insurance Carrier:

The Hartford

Policy Number:

84WEGAD6GVL

Inception date:

08/03/21

Expiration Date:

08/03/22

ATTACHMENT B

Standard Charges For Professional Services



Exhibit A

STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2023

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Senior Engineering Consultant	E8	\$255
Managing Engineer	E7	\$255
Principal Engineer/Surveyor	E6/LS6	\$240
Senior Engineer/Surveyor	E5/LS5	\$221
Associate Engineer/Surveyor	E4/LS4	\$198
Staff Engineer/Surveyor - Grade 3	E3/LS3	\$178
Staff Engineer/Surveyor - Grade 2	E2/LS2	\$167
Staff Engineer/Surveyor - Grade 1	E1/LS1	\$152
Technician 4	T4	\$167
Technician 3	T3	\$151
Technician 2	T2	\$136
Technician 1	T1	\$119
One-Man Survey Crew	SC1	\$280
Two-Man Survey Crew	SC2	\$356
Two-Man Survey Crew (O/T)	SC2x	\$421
Three-Man Survey Crew	SC3	\$439
Admin. Clerk 3	AD3	\$94
Admin. Clerk 2	AD2	\$83
Admin. Clerk 1	AD1	\$76

EXPENSES

Meals and Lodging: At cost (out-of-town and overnight work only).

Vehicle Transportation: Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.

Express Mail/Federal Express: At cost.

Outside Services and Fees: At cost plus 10% administrative fee.

Computers, Plotters, and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.

Refer to Exhibit A-1 for hourly rates on prevailing wage projects.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2023

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

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

PRODUCER InterWest Insurance Services, LLC License #0B01094 310 Hemsted Dr., Suite 200 Redding CA 96002-0935 License#: 0B01094 PACEC-1	CONTACT NAME: Mindy Whitehouse PHONE (A/C No. Ext): 530-722-2602 FAX (A/C, No): 530-722-3551 E-MAIL ADDRESS: mwhitehouse@iwins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : North American Capacity Ins Co	NAIC # 25038
INSURER B : Wesco Insurance Company	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1979925898** **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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		WPP192243901	8/3/2022	8/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			C4LQK067345CYBER2022	5/8/2022	5/8/2023	Limit of Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Siskiyou County Department of General Services Additional Insured status applies to requested entities if required by written contract per the attached policy form(s)/endorsement(s).

CERTIFICATE HOLDER

CANCELLATION

Siskiyou County Department of General Services 190 Greenhorn Road Yreka CA 96097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

POLICY NUMBER: WPP192243901

COMMERCIAL AUTO
CA990187 0715**This Endorsement Changes The Policy. Please Read It Carefully****BUSINESS AUTO COVERAGE EXPANSION
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
- (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings PaymentSubpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or HireItem 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. **Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

- E. Item 3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

- F. **Increase Of Transportation Expense Coverage**

Subpart a. **Transportation Expenses** of Item 4. **Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. **Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item 4. **Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
 - (1) You have a spare or reserve "auto" available to you to continue your operations.
 - (2) You purchase a replacement "auto".
 - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (4) You reach the 30 day maximum coverage.

I. Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. "Personal Effects" Exclusion

Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by the lessor; and
 - (5) Carry-over balances from previous loans or leases

M. Aggregate Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

S. Unintentional Failure To Disclose Hazards

Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2023

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick
	PHONE (A/C. No. Ext): 510-272-1400 FAX (A/C. No.):
	E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE
License#: 6003745 PACEENGIN2	INSURER A : Sentinel Insurance Company NAIC # 11000
INSURED PACE Engineering, Inc. 5155 Venture Parkway Redding CA 96002	INSURER B : Twin City Fire Insurance Company 29459
	INSURER C : Arch Insurance Company 11150
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1136005771** **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	84SBWBF5258	8/3/2022	8/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	84SBWBF5258	8/3/2022	8/3/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	84WEGAD6GVL	8/3/2022	8/3/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PAAEP0143001	8/3/2022	8/3/2023	\$2,000,000 \$2,000,000 Per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP # 22-107010-08.

Siskiyou County, its officers, employees, volunteers and agents are named as Additional Insured for General Liability as required by written contract or agreement. General Liability Insurance is Primary and Non-Contributory and a Severability of Interest clause applies per policy form.

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

Siskiyou County General Services 190 Greenhorn Road Yreka, CA 96097	<p style="text-align: center; margin: 0;"> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. </p> <p style="margin: 0;"> AUTHORIZED REPRESENTATIVE </p>
--	--



Policy # 84SBWBF5258

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

→ 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, 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 connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

 **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, 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;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

BUSINESS LIABILITY COVERAGE FORM

Policy # 84SBWBF5258

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft


If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

 **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.


c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 84WEGAD6GVL

Endorsement Number:

Effective Date: 08/03/2022

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

Named Insured and Address: PACE Engineering, Inc.
5155 Venture Parkway
Redding, CA 96002

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

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

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

SCHEDULE

Person or Organization

Job Description

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

Countersigned by _____ Authorized Representative