

//

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

BALANCE HYDROLOGICS, INC.

DocuSigned by:
John Montenegro
Contracts Administrator

DocuSigned by:
By: Edward D. Ballman 1/10/2014
BAC98C9F26A0405...

APPROVED AS TO FORM:

Name: Edward D. Ballman

[Signature]
Senior Asst. City Attorney

Title: Vice-President

Attachments:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

TASK 1. PROJECT MANAGEMENT.

This task includes management of day-to-day project operations, as well as managerial communication and coordination with the City of Palo Alto, SFCJPA, SCVWD, and sub-consultants in order to keep the project running smoothly. In addition, this task includes preparation of monthly invoices, project summaries, and budget updates.

DELIVERABLES:

Work summary descriptions included with monthly invoices.

TASK 2. PROJECT INITIATION AND NETWORK/EQUIPMENT EVALUATION

This task includes refinement of the project scope and evaluation of the existing equipment and network configurations to incorporate all pieces into the San Francisquito Flood Warning system. Subtasks include evaluation/assessment of:

- SCADA system and equipment used to capture and report creek levels and tide level posted to the existing Palo Alto Creek Monitor web page, and options for incorporating into Contrail;
- Equipment status and integration options for the Huddart Park ALERT station;
- Equipment status and integration options for Stanford streamflow and rainfall monitoring stations;
- Data access options for the Trappers Trail ALERT station (direct communication versus pulling data from the SCVWD system);
- The San Francisquito USGS station and investigation of the potential to increase transmission rate
- ALERT receiver equipment already owned by Palo Alto and/or SFC JPA; and
- Location of ALERT receiver (tentatively planned for Palo Alto City Hall).

DELIVERABLES:

Integration plan that outlines the proposed process for incorporating various stations into the SFQ Contrail system.
Refined equipment list with costs for full network integration.

ASSUMPTIONS:

Equipment costs for some tasks have been estimated based on our preliminary understanding of needs. Supplemental budget authorization may be required if specific equipment needs exceed estimates, or if existing equipment is not compatible with Contrail integration.

TASK 3. INSTALL TWO NEW ALERT RAINFALL STATIONS

The Balance team will install two new ALERT stations for data transfer to a new basestation at Palo Alto City Hall (see Task 5) and integration into Contrail (see Task 8). Subtasks for this work include:

- Specific site determination based on general site locations suggested in the RFP.
- Signal path analysis to assess communication options to basestation.
- Order equipment and supplies.
- Install equipment at site and test communications.

DELIVERABLES:

Recommendation for specific location of new ALERT rain gauge(s)
Two installed and operational ALERT rainfall stations

ASSUMPTIONS:

Site access and permits for installation will be handled by SFC JPA and/or the City of Palo Alto

TASK 4. UPGRADE ALERT STATION AT HUDDART PARK

Based on assessment in Task 2, the Balance team will make the necessary changes or upgrades at the Huddart Park site and/or coordinate with appropriate agencies to allow transmission from that site to the Palo Alto basestation or use other means to integrate station data into the SFQ Contrail system. The following subtasks are included:

- Coordinate data integration or communication protocols with San Mateo County OES and/or High Sierra.
- Order equipment and supplies.
- Set up, calibrate, and test equipment in-house (if necessary).
- Install equipment at site (if necessary) and test communications.

DELIVERABLES:

Integration of Huddart Park data into SFQ Contrail system

ASSUMPTIONS:

Equipment budget has been estimated and may need to be revised based on equipment needs and level of effort outlined in the Integration Plan from Task 2.

Signal path analysis (if required) will be conducted in conjunction with new ALERT stations in Task 3

TASK 5. INSTALL ALERT RECIEVER

The Balance team will plan and install an ALERT collector at Palo Alto City Hall, or other appropriate location as outline and authorized in Task 2. Subtasks include:

- Coordinate with the City of Palo Alto regarding specific location.
- Order equipment and supplies (if needed).
- Set up and install equipment at and test communications.

DELIVERABLES:

Installation of ALERT receiver

ASSUMPTIONS:

The City of Palo Alto will manage the necessary permits to install the receiver at City Hall, and provide access for the installation

The City of Palo Alto will provide IT support for integration with the internet connection at City Hall.

City maintenance staff may need to be available to assist with installation and/or to coordinate necessary wiring and internal communications.

TASK 6. INTEGRATE STANFORD MONITORING STATIONS

Based on recommendations outlined in Task 2, Balance will conduct necessary upgrades and coordinate data transfer from the appropriate Stanford stream and rainfall stations (Los Trancos Creek, Searsville Dam, and Bear Creek) to the SFQ Contrail system. Subtasks include:

- Order, calibrate, and test equipment.
- Add an ultrasonic sensor at each stream gage to provide reliability and durability during high-flow events.
- Improve data transfer reliability for communication between Stanford stations and Contrail.

- Coordinate with Stanford regarding data access and establish the range of flows that will be posted to the SFQ Conrail system and the frequency of transmission.

DELIVERABLES:

Communication between Stanford stations and SFQ Conrail system for selected flow ranges

ASSUMPTIONS:

Equipment needs will be further specified as part of Task 2. Budget supplement may be required if specified equipment exceeds preliminary estimates contained herein.

TASK 7. INTEGRATE PALO ALTO STAGE SENSORS

Based on recommendations outlined in Task 2, Balance will conduct necessary upgrades and coordinate data transfer from the Palo Alto Creek Monitor sensors to the SFQ Conrail system. Because of the uncertainties involved in this task, we have budgeted time only for the following subtasks:

- Coordination with City staff as follow-up to Task 2.
- Develop routine to transfer relevant data to Conrail.
- Integration and management of the data.

DELIVERABLES:

Palo Alto Creek stage and tide stage sensor data integrated into the SFQ Conrail system

ASSUMPTIONS:

System can be integrated into the Conrail platform without significant reconfiguration or additional equipment. If not feasible, the existing web site may be maintained and linked to the Conrail web site, with the potential for full integration at a later date.

TASK 8. DATA COLLECTION, INTEGRATION, AND DISPLAY SYSTEM

The Balance team will set up a Conrail website for the SFQ watershed, integrate data transfer into the system, and provide up to six (6) “bookmarked views” within this platform for quickly viewing data. In addition to the stations listed in Tasks 3, 4, 6, and 7, we will also include data from nearby USGS stream gages, tide stations, and NWS rainfall stations in the area that are already available through common on-line databases. We will also set up a flood notification system (with input from SFCJPA, City of Palo Alto, and SCVWD). Subtasks for this work include:

- Set up SFQ Conrail webpage, including basemaps and station locations.
- Integrate data feeds from ALERT stations, Stanford stations, and Palo Alto creek and tide stage stations (if available) into SFQ Conrail system.
- Integrate data feeds from other tidal, stream, and precipitation stations that are readily available through existing websites.
- Coordinate with SFCJPA regarding preliminary rainfall and streamflow thresholds to use for flood warnings.
- Develop notification scheme based on rainfall and streamflow thresholds and enter into Conrail.

DELIVERABLES:

Conrail database and website that collects and displays data from all relevant sources within the area; integrated alert thresholds for instant message warning system.

ASSUMPTIONS:

SFCJPA, City of Palo Alto, and SCVWD will provide assistance to Balance to define preliminary notification thresholds. Alternatively, Balance could provide this assessment in total under separate authorization.

The “bookmarked views” can be readily developed from existing plots and features within Conrail with relatively little customization. Fully customized features could be developed under separate authorization, if desired, in coordination OneRain.

TASK 9. COORDINATION FOR SET-UP OF A “PUBLIC” WEBSITE

While the Conrail website provides a web-based interface for viewing data outputs and station status, the City and SFCJPA have expressed an interest in creating a simpler, more streamlined interface that can be used for quick viewing by the general public¹. We understand that, at this time, this website could potentially be developed by a different contractor. The Balance team will coordinate with Palo Alto, SFCJPA, and/or other subcontractors to integrate Conrail outputs into this proposed simpler website.

ASSUMPTIONS:

We assume, without knowing the exact format, that the coordination effort will take up to 32 hours.

For budgeting purposes, we assume the “public site” would not be hosted on OneRain servers, though hosting would be feasible if the City so wishes.

Balance had initially proposed developing an interactive website that would allow the general public to upload photos and comments regarding stream conditions. Since we do not know what form the potential “public website” described above will take, we assume that the development of our proposed site will be delayed or superseded, and have not included this effort in our current scope. If the City wishes to pursue our proposed option, we will investigate the possibility of creating a separate interface, or integrate our proposal into an existing design once that effort has been completed.

¹ The Conrail system could serve as the public access point to the flood warning data, but the City and SFCJPA have expressed interested in having a separate site with a different look than what could be provided in the Conrail platform.

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

| <u>Milestones</u> | <u>Completion No. of Weeks From NTP</u> |
|--|---|
| 1. Project management (Task 1) | 22 weeks |
| 2. Assessment of the existing network and equipment, development of an integrated plan, and ordering of necessary equipment (Task 2) | 6 weeks |
| 3. Basic set-up of data collection, integration, and display system (Conrail web site) (Task 8) | 4 weeks |
| 4. Installation of new ALERT stations and receiver (Tasks 3 & 5) | 10 weeks |
| 5. Integration of Stanford & existing ALERT stations (Tasks 4, 6, & 7) | 20 weeks |
| 6. Coordination for set-up of a “public” site (Task 9) | 20 weeks |
| 7. Completion of Flood Warning System set-up | 28 weeks |

**EXHIBIT “C”
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed \$82,367. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$85,000. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s project manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$82,367 and the total compensation for Additional Services does not exceed \$85,000.

| BUDGET SCHEDULE | NOT TO EXCEED AMOUNT |
|--|-----------------------------|
| Task 1 (Project Management) | \$ 5,370 |
| Task 2 (Network/Equipment Evaluation) | \$ 7,837 |
| Task 3 (Install Rainfall Gauges) | \$ 5,454 |
| Task 4 (Upgrade Huddart Park Gauge) | \$ 3,341 |
| Task 5 (Install ALERT Receiver) | \$ 3,990 |
| Task 6 (Adapt Stanford Gauges) | \$ 9,760 |
| Task 7 (Integrate Palo Alto SCADA Stations) | \$ 3,550 |
| Task 8 | \$ 7,240 |

| | |
|---|-----------|
| (Conrail Web Site Set-Up & Integration) | |
| Task 9 (Coordination/Planning for Public Web Site) | \$ 4,020 |
| Sub-total Basic Services | \$ 50,562 |
| Reimbursable Expenses | \$ 31,805 |
| Total Basic Services and Reimbursable expenses | \$ 82,367 |
| Additional Services (Not to Exceed) | \$ 2,633 |
| Maximum Total Compensation | \$ 85,000 |

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

- A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.
- B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.
- C. Mileage for project-related travel within the San Francisco Bay Area shall be reimbursed at a rate of \$0.60 per mile.
- D. ALERT rainfall and stream flow gauges, related supplies and equipment, and web hosting fees are reimbursable at actual cost, plus 5%.

All requests for payment of expenses shall be accompanied by appropriate backup information.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including

reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's project manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services:

- Work on the design and code writing for a new public interface web site, beyond the coordination tasks described in Basic Services Task 9 needed to setup such a site
- Unforeseen complications with capturing rainfall and stream flow gauge data from non-ALERT gauges, including the purchase of new and/or upgraded equipment

**Table 1. Anticipated set-up costs including labor, equipment, and expenses
213199 San Francisquito Creek Flood Early Warning System**

| Task Number and Description | Balance Hydrologics | | | | | | | Direct Expenses estimate (mileage, equipment rental, etc.) | Total Cost (Balance Hydrologics) | OneRain | | | Pacific Coast Forecasting | | | Total subcontractor cost + markup | Total Cost | | |
|---|---------------------|---------------------|--------------------|-------------------|----------------|-----------------|-------------------------|--|----------------------------------|-----------------|----------------|--|--|----|----------------------------|-----------------------------------|-----------------|----------|----------|
| | Principal | Senior Professional | Staff Professional | IT/GIS Specialist | Sr. Proj Admin | Hydrologic Tech | Labor Costs For Task | | | Direct expenses | Cost (OneRain) | Direct expenses | Cost (PCF) | | | | | | |
| | \$165 | \$145 | \$110 | \$90 | \$75 | \$65 | | | \$135 | \$110 | | \$100 | \$85 | | 1.05 | | | | |
| Task 1. Project management | 6 | 24 | | | 12 | | \$5,370 | | \$5,370 | | | | | | | \$5,370 | | | |
| Task 2. Network/equipment evaluation | 2 | 30 | | 10 | | | \$5,580 | \$60 | \$5,640 | 10 | | \$1,350 | 8 | | \$800 | \$2,258 | \$7,898 | | |
| Task 3. Install 2 new ALERT rainfall gages | | 10 | | 4 | | | \$1,810 | \$240 mileage | \$2,050 | 12 | \$12,960 | ALERT rain gauge equipment | 10 | 10 | \$368 mileage and supplies | \$2,218 | \$17,638 | \$19,688 | |
| Task 4. Upgrade ALERT station at Huddart Park | | 4 | | | | | \$580 | | \$580 | 2 | 15 | \$800 | ALERT transmitter (cost estimated) | 2 | 6 | \$84 mileage | \$794 | \$3,690 | \$4,270 |
| Task 5. Install ALERT receiver | | 6 | | 2 | | | \$1,050 | \$60 mileage | \$1,110 | 6 | 8 | \$5,904 | Serial/IP; ALERT receiver/decoder; Cavity Filter; Antenna/feedline | 6 | 6 | \$584 mileage and supplies | \$1,694 | \$9,752 | \$10,862 |
| Task 6. Adapt Stanford stations for Contrail integration | | 36 | 20 | | | 36 | \$9,760 | \$5,310 | \$15,070 | | | Equipment (estimate); mileage; materials for installation (estimate) | | | | | | \$15,070 | |
| Task 7. Integrate Palo Alto SCADA stage sensors | | 20 | | | | 10 | \$3,550 | \$620 | \$4,170 | | | mileage and supplies | | | | | | \$4,170 | |
| Task 8. Contrail set-up and integration | 6 | 24 | 10 | | | | \$5,570 | | \$5,570 | 2 | 12 | \$3,600 | Contrail hosting fee | | | | \$5,190 | \$5,450 | \$11,020 |
| Task 9. Coordination and planning for simple "public interface" website | 2 | 18 | | 12 | | | \$4,020 | | \$4,020 | | | | | | | | | | \$4,020 |
| Subtotal Hours | 16 | 172 | 30 | 28 | 12 | 46 | | | | 32 | 35 | | | 26 | 22 | | | | |
| Total Hours | | | | | | | | | | | | | | | | | | | |
| | | | | | | | Total Cost: | | \$43,580 | | | \$31,434 | | | \$5,506 | \$38,787 | \$82,367 | | |
| | | | | | | | Percent of work: | | 53% | | | 38% | | | 7% | | | | |

Notes:
 mileage billed at \$0.60 per mile
 detailed breakdown of estimated direct expenses and equipment costs available on request

**EXHIBIT “C-1”
HOURLY RATE SCHEDULE**

**PROFESSIONAL FEE SCHEDULE, 2012
BALANCE HYDROLOGICS, INC.
(Effective April 1, 2012)**

| Scientific and Engineering Staff * | Hourly Rate |
|---|--------------------|
| Senior Principal | \$195 |
| Principal | \$165 |
| Senior Specialist | \$155 |
| Senior Professional | \$145 |
| Project Professional | \$135 |
| Senior Staff Professional | \$120 |
| Staff Professional | \$110 |
| Assistant Professional | \$95 |
| Junior Professional | \$75 |
| Support Staff | |
| GIS Senior Analyst | \$95 |
| GIS/CADD Specialist | \$90 |
| Graphics Specialist | \$75 |
| Senior Project Administrator | \$75 |
| Senior Report Specialist | \$75 |
| Technical Typist | \$65 |
| Hydrologic Technician | \$65 |

* Includes environmental scientists and engineers practicing in hydrology, geology, soil and watershed sciences, and civil and erosion-control engineering.

**EXHIBIT “D”
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

| REQUIRED | TYPE OF COVERAGE | REQUIREMENT | MINIMUM LIMITS | |
|------------|--|--|-----------------|-------------|
| | | | EACH OCCURRENCE | AGGREGATE |
| YES YES | WORKER’S COMPENSATION EMPLOYER’S LIABILITY | STATUTORY STATUTORY | | |
| YES | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY | BODILY INJURY | \$1,000,000 | \$1,000,000 |
| | | PROPERTY DAMAGE | \$1,000,000 | \$1,000,000 |
| | | BODILY INJURY & PROPERTY DAMAGE COMBINED. | \$1,000,000 | \$1,000,000 |
| YES | AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY | \$1,000,000 | \$1,000,000 |
| | | - EACH PERSON | \$1,000,000 | \$1,000,000 |
| | | - EACH OCCURRENCE | \$1,000,000 | \$1,000,000 |
| | | PROPERTY DAMAGE | \$1,000,000 | \$1,000,000 |
| | | BODILY INJURY AND PROPERTY DAMAGE, COMBINED | \$1,000,000 | \$1,000,000 |
| YES | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | | | |
| | | ALL DAMAGES | | \$1,000,000 |
| YES | THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES. | | | |

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2013


| | | |
|---|---|--------------|
| PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Balance Hydrologics, Inc. 800 Bancroft Way, Suite 101 Berkeley, CA 94710-2227 | INSURER A: Travelers Indemnity Co. of Conn | 25682 |
| | INSURER B: Travelers Property Casualty Co | 25674 |
| | INSURER C: Greenwich Insurance Company | |
| | INSURER D: Sentinel Insurance Co. LTD | 11000 |
| | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|--|-------------|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 6805459L40A | 10/26/13 | 10/26/14 | EACH OCCURRENCE | \$1,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 | |
| D | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 57UEGPV2266 | 10/26/13 | 10/26/14 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ | |
| B | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | CUP7384Y02A | 10/26/13 | 10/26/14 | EACH OCCURRENCE | \$2,000,000 |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | AGGREGATE \$2,000,000 \$ \$ \$ \$ | |
| C | | OTHER Professional Liability | PEC001747309 | 10/26/13 | 10/26/14 | WC STATU-TORY LIMITS OTH-ER | |
| | | \$5,000,000 per claim \$5,000,000 annl aggr. | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General liability policy excludes claims arising out of the performance of professional services
All Operations of the Named Insured/Balance# 213199.
City of Palo Alto, its Council Members, Officers, Agents and Employees are additional insureds as respects to General & Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

| | |
|---|--|
| CERTIFICATE HOLDER City of Palo Alto Purchasing and Contract Administration Attn: Joe Teresi P.O. Box 10250 Palo Alto, CA 94303 | CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|---|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Palo Alto
Purchasing and Contract Administration
Attn: Joe Teresi
P.O. Box 10250

PROJECT/LOCATION OF COVERED OPERATIONS:

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: City of Palo Alto, its Council Members, Officers, Agents and Employees

PROVISIONS

A. The following is added to **WHO IS AN INSURED (Section II):**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal 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 premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. **Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

EXCERPTS FROM CA 00001 (1001) HARTFORD BUSINESS AUTO COVERAGE

Insured: Balance Hydrologics, Inc.

Policy Number:57UEGPV2266

Policy Effective Dates: 10/26/13

Additional Insured:

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: City of Palo Alto, its Council Members, Officers, Agents and Employees

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”
 - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0302) HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2013

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 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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551 | CONTACT NAME: Risk Management Department | |
| | PHONE (A/C, No, Ext): (866) 443-8489 | FAX (A/C, No): (800) 889-0021 |
| E-MAIL ADDRESS: work.comp@trinet.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Balance Hydrologics, Inc. (Endorsed as alternate employer) 9000 Town Center Parkway Bradenton, FL 34202 | INSURER A: Commerce & Industry Ins Co | 19410 |
| | INSURER B: Illinois National Ins Co | 23817 |
| | INSURER C: Ins Co State of Penn | 19429 |
| | INSURER D: Nat'l Union Fire Ins Co | 19445 |
| | INSURER E: New Hampshire Ins Co | 23841 |
| | INSURER F: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|--|---|----------|----------------|-------------------------|-------------------------|--|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS-COMP/OP AGG | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Each accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input type="checkbox"/> N / A | X | 039401237 (DE) | 07/01/2013 | 07/01/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER | \$2,000,000 \$2,000,000 \$2,000,000 |
| See attached Waiver of Subrogation in favor of certificate holder | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 943B / 9TX

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Palo Alto Attn: Joe Teresi PO Box 10250 Palo Alto, CA 94303 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc. |
|--|--|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2013

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 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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551 | CONTACT NAME: Risk Management Department | | |
| | PHONE (A/C, No, Ext): (866) 443-8489 | FAX (A/C, No): (800) 889-0021 | |
| E-MAIL ADDRESS: work.comp@trinet.com | | | |
| INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Labor Contractor for Balance Hydrologics, Inc. 9000 Town Center Parkway Bradenton, FL 34202 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Commerce & Industry Ins Co | | 19410 |
| | INSURER B: Illinois National Ins Co | | 23817 |
| | INSURER C: Ins Co State of Penn | | 19429 |
| | INSURER D: Nat'l Union Fire Ins Co | | 19445 |
| | INSURER E: New Hampshire Ins Co | | 23841 |
| INSURER F: | | | |

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

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

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|-------------------------------------|----------|----------------|-------------------------|-------------------------|--|---|
| | GENERAL LIABILITY <input type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | X | 039402528 (CA) | 07/01/2013 | 07/01/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | \$2,000,000 \$2,000,000 \$2,000,000 |
| See attached Waiver of Subrogation in favor of certificate holder | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 943B / 9TX

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Palo Alto Attn: Joe Teresi PO Box 10250 Palo Alto, CA 94303 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc. |

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

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

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

This endorsement, effective **See Accompanying Certificate** 12:01 AM forms a part of Policy No. **See Accompanying Certificate**

Issued to TriNet HR, Corp. and all its affiliates & subsidiaries*

By **See Accompanying Certificate**

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

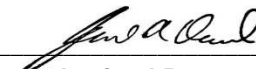
The additional premium for this endorsement shall be --- % of the total estimated workers compensation premium for this policy.

Schedule

City of Palo Alto
PO Box 10250

Palo Alto, CA 94303

TriNet Client Number: 943B / 9TX
Client Name: Balance Hydrologics, Inc.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

City of Palo Alto:
PO Box 10250

Palo Alto CA 94303

TriNet Client Number: 943B / 9TX
Client Name: Balance Hydrologics, Inc.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **See Accompanying Certificate**
Insured: TriNet HR Corp.
and all its affiliates & subsidiaries

Policy No.
See Accompanying Certificate

Endorsement No.
Premium \$

Insurance Company: **See Accompanying Certificate**

Counter Signed By 