

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **BKF ENGINEERS**, a California corporation, whose address is **2100 FRANKLIN STREET, #4C, OAKLAND, CALIFORNIA 94612** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Land Surveyor services. City staff issued an RFP/RFQ on March 17, 2025 and after a submittal period of 22 days received 11 timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for on-call Land Surveyor services, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 1st day of July 2025, and shall terminate on the 1st day of July 2030, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

### **3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

The total five-year compensation for this Agreement shall not exceed \$750,000.

### **4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

### **5. STANDARD OF CARE:**

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in accordance with the industry standard of care) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

### **6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf

of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8. In no event shall the costs, fees, and expenses charged to the Provider exceed the Provider's proportionate percentage of fault.


c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

  
\_\_\_\_\_  
Provider Initials

b. **COVERAGE REQUIREMENTS:**

Provider shall maintain insurance coverage and limits at least as broad as:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials,

employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt

to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

### **13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

### **14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

### **15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may

require, furnish reports concerning the status of services and tasks required under this Agreement.

## **16. RECORDS:**

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

## **17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.



d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 West Mall Square #110  
Alameda, CA 94501  
ATTENTION: Scott Wikstrom, City Engineer  
Ph: (510) 747-7937 / [swikstrom@alamedaca.gov](mailto:swikstrom@alamedaca.gov)

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

BKF Engineers  
Land Survey  
2100 Franklin St. #4C  
Oakland, CA 94612  
ATTENTION: Benjamin Santos  
Ph: (408) 467-9171 / [bsantos@bkf.com](mailto:bsantos@bkf.com)

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 West Mall Square #110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Executive Assistant  
Ph: (510) 747-7932 / [jnavarro@alamedaca.gov](mailto:jnavarro@alamedaca.gov)

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

## **19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

## **20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

## **21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

## **22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**27. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:**

a. For purposes of Sections 27 through 29 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that  
f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **28. REGISTRATION OF CONTRACTORS:**

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

## **29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:**

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

### **30. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

### **31. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

### **32. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

### **33. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and

conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

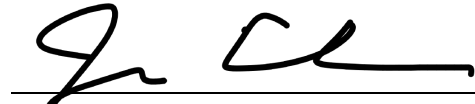
BKF Engineers  
a California corporation



Jason Kirchmann  
Vice President

CITY OF ALAMEDA  
a municipal corporation

\_\_\_\_\_  
Jennifer Ott  
City Manager




Jean Chen  
Chief Financial Officer

RECOMMENDED FOR APPROVAL

Signed by:  
  
\_\_\_\_\_  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney



# City of Alameda

PROPOSAL FOR  
ON-CALL LAND SURVEYOR SERVICES



APRIL 7, 2025



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A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

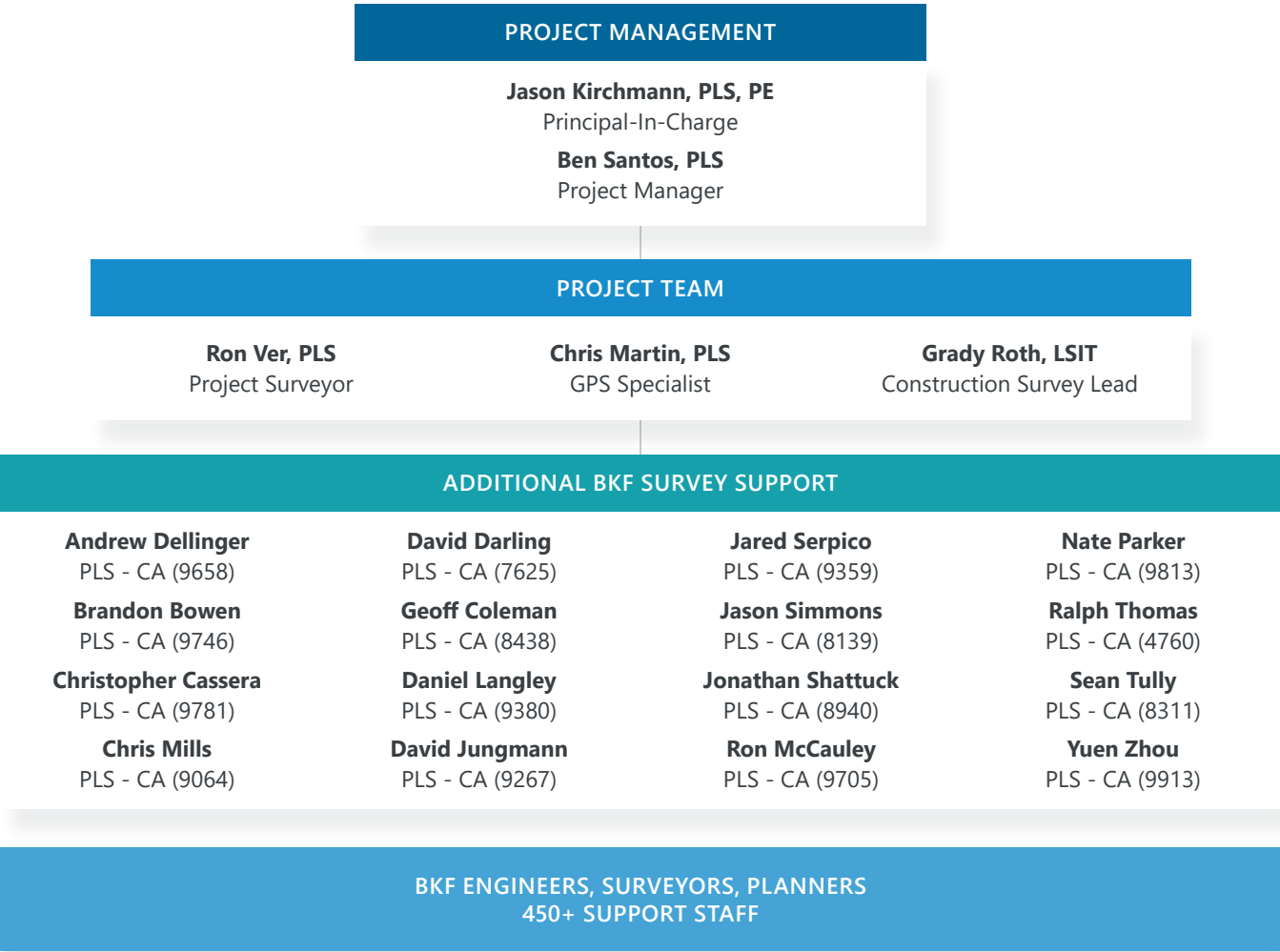
BKF TEAM

BKF has assigned professional engineers to specific roles based on the professionals’ expertise. We are organized for a quick response to address your needs and are able to meet tight schedules. If needed, BKF has the resources to provide additional experienced personnel, office support, and/or field staff.

**Ben Santos, PLS** (Main Point of Contact) will manage the core team of surveyors, and he will be supported by a host of staff members with which he works daily. As task orders are received, Ben will assign a core team for the task order based on the type of project. This team will stay involved for the project duration, confirming continuity and minimizing inefficiencies.








City of Alameda



# A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

## STAFFING PLAN

	<p><b>Jason Kirchmann, PLS, PE</b> Principal-In-Charge Professional Land Surveyor CA No. 8806 Professional Engineer CA No. 78079</p>	<p>Jason will serve as the Principal-in-Charge. Authorized to negotiate and contractually bind the organization, he will take part in major decision-making meetings and head project QA/QC review. He will be responsible for certifying that deliverables meet project goals, reviewing all work products for conformance with established criteria, and will actively participate in scheduling of the work.</p>
	<p><b>Ben Santos, PLS</b> Project Manager Professional Land Surveyor CA No. 9251</p>	<p>Ben will serve as Project Manager and main point of contact for the City. His responsibilities will include coordinating the efforts of the project teams and for the implementation of the overall strategy assuring that the proposed project is in conformance with the City's goals and budget. Managing the project, Ben will prepare the cost estimates and proposal, coordinate scheduling of office and field surveyors, and submit deliverables.</p>
	<p><b>Ron Ver, PLS</b> Project Surveyor Professional Land Surveyor CA No. 9592</p>	<p>Ron will be the project surveyor, supporting the efforts of the project team for all office survey activities. He has experience in all facets of surveying, including boundary, topographic, ALTA surveys, control surveys, construction staking, tentative maps, final subdivision maps, assessment district maps, parcel maps, and horizontal control plans for on-site improvements.</p>
	<p><b>Chris Martin, PLS</b> GPS Specialist Professional Land Surveyor CA No. 9179</p>	<p>Chris is our Geomatics expert, and he will handle projects involving Geographic Information Systems (GIS). Chris will perform the GPS surveys to put the deliverables in the California State Plane Coordinate System (CCS83). He will work on the manipulation of existing data into desired formats.</p>
	<p><b>Grady Roth, LSIT</b> Construction Survey Lead LSIT CA No. 8329</p>	<p>Grady has 15 years of experience and is well versed in all the technical aspects of surveying and mapping. His responsibilities include project management of survey projects including scheduling, budget calculation and management, supervision of crews and coordination between office and field surveyors.</p>

## A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS



### BEN SANTOS, PLS

PROJECT MANAGER

Ben has 24 years of professional experience in surveying. He is a licensed Geodetic Engineer with experience in control surveys and ground deformation studies. His responsibilities include preparation of Topographic Surveys, Differential Leveling Surveys, ALTA/NSPS Surveys, Boundary Surveys, Subdivision Maps, Elevation Certificates, Corner Records, Record of Survey Maps, Plats and Legal Descriptions. In coordination with the team, Ben performs a variety of tasks including research, post-processing, survey calculations, and gives expert advice to the success of survey projects. Ben has extensive experience in the last 8 years with infrastructure replacement projects, preparing 100+ miles of base mapping while working with design-build companies and local government agencies. As an on-call surveyor, Ben has experience with map-checking services and has acted as a city surveyor, signing on behalf of the city to certify technical compliance.

#### RELEVANT EXPERIENCE

- City of Brentwood On-Call Survey
  - Lone Tree Property Map
  - BioSolids Dryer and Solid Waste Organics Diversion Projects
  - Sand Creek Road Extension Subgrade Survey and Certification
- Concord On-Call Surveying Services 2023
- City of Palo Alto On-Call Surveying Services
  - Utility Survey 2021
  - El Camino Real ADA Ramp Improvements
  - Hamilton Ave, Palo Alto UL Topo and Potholing
  - Foothills Nature Preserve Topo Survey
  - Fernando - Orinda ADA Survey
- City of Cupertino On-Call Survey
- Alameda County Water District On-Call
  - Ohlone College Easements
  - Ground Survey Monitoring Surveys
  - Pit T2 Survey 2020-2021
- City of Oakland On-Call Surveying Services
- City of Mountain View On-Call Surveying Services
- City of Menlo Park On-Call Survey Services
- City of San Ramon Village Final Map Plan Check Review / City Surveyor
- City of San Jose Surveying and Mapping Services
- Millbrae On-Call Surveying Services
- City of Santa Clara On-Call Surveying Services
  - Santa Clara Monument Preservation
- Santa Clara Valley Water District On-Call Surveying Services
- City of Campbell On-Call Services
- City of Berkeley On-Call Surveying Services
- City and County of San Francisco On-Call Services
- Salinas On-Call Land Surveying Master

#### EDUCATION

B.S., Geodetic Engineering, University of the Philippines Diliman

#### REGISTRATION

Professional Land Surveyor, CA No. 9251

#### OFFICE LOCATION

Walnut Creek

#### YEARS EXPERIENCE

24 years, 8 with firm



## A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS



### JASON KIRCHMANN, PLS, PE

PRINCIPAL-IN-CHARGE

As the Principal-in-Charge, Jason utilizes his leadership skills to oversee and provide coordination amongst the client, consultants, and staff. Jason is responsible for all phases of land surveying including aerial and conventional topographic surveys, boundary analysis and resolutions, right-of-way engineering, as-built surveys, digital terrain modeling, directing field and office survey efforts, contract administration, budget and schedule controls. In a supervisory role, he's been responsible for surveying tasks related to the design and construction of transportation, residential, commercial and public works projects throughout Northern California.

#### EDUCATION

Civil Engineering,  
Surveying and Technology  
(CEST) Program, Santa  
Rosa Junior College

#### REGISTRATION

Professional Land  
Surveyor, CA No. 8806

#### OFFICE LOCATION

San Rafael

#### YEARS EXPERIENCE

22 years, 22 with firm

#### SELECT PROJECT EXPERIENCE

- City of Brentwood On-Call Survey
  - Lone Tree Property Map
- Sacramento County On-Call Land Surveying Services
  - Map Review
  - E261 Elder Creek P3 & P5 and Gerber Creek P1A-2 Topo Map & Boundary Ties
- City of San Rafael On-Call Survey
  - Plan Check Services
  - Mission Avenue Sidewalk Gap Closure
  - Third St. Easterly Right-of-Way Survey
  - Easement Locating, Canal Street
- City of Palo Alto On-Call Surveying Services
  - Robles Park
- Marin County Parks On-Call Surveys
- West Sac On-Call Survey
  - UPRR ROW
- Town of Corte Madera On-Call Surveying
  - Tidal Datums Memo
  - TCM Plan Check Services
- City of Vacaville On-Call Survey



### RON VER, PLS, EIT

PROJECT SURVEYOR

Ron is a professional land surveyor with over 11 years of survey related experience in performing boundary and topographic surveys, monitoring surveys, ALTA survey, Record of Survey, Tentative/Final Maps, and Annexation Maps. He has expertise in managing schedules, preparing projects for field operations, and coordination with clients, project managers, party chiefs, and drafting staff. Ron also assists engineering staff, survey staff, schedulers, and technical drafters. He prepares legal descriptions, monuments preservation documents, plot right of way lines, performs least square adjustment control surveys, and other miscellaneous land surveying tasks for projects.

#### SELECT PROJECT EXPERIENCE

- Alameda County Water District On-Call Surveying Services
- City of Oakland On-Call Land Surveying Services
- City of Palo Alto On-Call Surveying Services
  - Robles Park
  - El Camino Real ADA Ramp Improvements
- City of Brentwood On-Call Survey
  - Sand Creek Road Extension
- City of Cupertino On-Call Survey
  - 7752 Orion Lane Map Checking
- City of Mountain View On-Call Surveying
  - Castro Street ADA Survey
  - 87 E. Evelyn Ave - ALTA Survey
  - 555 E Evelyn Ave - TO#1
- City of Redwood City On-Call Land Surveying Services
- City of Walnut Creek Heather Farm Park Community Center and Aquatics Facility

#### EDUCATION

B.S., Civil Engineering,  
Geospatial Option,  
California State  
Polytechnic University,  
Pomona

#### REGISTRATION

Professional Land  
Surveyor, CA No. 9592

#### OFFICE LOCATION

Newport Beach

#### YEARS EXPERIENCE

11 years, 4 with firm

A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS



CHRIS MARTIN, PLS

GPS SPECIALIST

Chris has 16 years of experience in multiple aspects of the land surveying profession including right of way engineering, geodetic surveys, construction staking, topographic surveys, bathymetric surveys, boundary surveys, and terrestrial LiDAR surveys. His experience includes land surveying project management, client coordination, field crew oversight, field data collection, field data processing, 3D modeling and mapping, and quality assurance/control.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S., Civil Engineering,  
Geospatial Option,  
California State University,  
Fresno

REGISTRATION

Professional Land  
Surveyor, CA No. 9179

OFFICE LOCATION

Modesto

YEARS EXPERIENCE

16 years, 3 with firm

- Town of Corte Madera  
On-Call Surveying
  - Corte Madera Plan Check Services
  - Sanitary District 2 - Annexation
  - Christmas Tree Hill Sanitary Sewer
- Department of Water Resources On-Call Land Surveying 2024-2027
  - UAV LiDAR Dam Safety Surveys
  - Salton Sea Vegetation v2
  - Statewide InSAR
- City of Alameda Mecartney/  
Baywalk Pedestrian Crossing
- Santa Clara Lafayette St.  
Bikeway/Pavement
- Hamilton Avenue Resurfacing  
Design Project
- Town of Fairfax-Sir Francis Drake Blvd
- City of Oakland Malonga Arts Center
- County of San Mateo-2023  
Slip-Out Repair
- City of Rancho Palos Verdes  
Landslide Program Manager
- Petaluma North McDowell  
Complete Streets
- City of Fremont Lake Elizabeth  
Shoreline Stabilization Project



GRADY ROTH, LSIT

CONSTRUCTION SURVEY LEAD

Grady has more than 15 years of surveying experience including all aspects of land surveying, such as topographic survey, boundary, right-of-way mapping, parcel maps, tentative and final maps, condominium mapping, record of surveys, lot line adjustments, annexations, and ALTA/NSPS land title surveys.

RELEVANT EXPERIENCE

EDUCATION

B.S., Civil Engineering,  
Geospatial Option,  
California State University,  
Fresno

REGISTRATION

Land Surveyor In  
Training, CA No. 8329

OFFICE LOCATION

Pleasanton

YEARS EXPERIENCE

15 years, 11 with firm

- City of Oakland On-Call Land  
Surveying Services
  - Oakland Local Streets Rehab  
Design Plans
  - Fruitvale Alive/ Gap Closure
  - Oakland 14th Street Safe Route in  
the City
- Berkeley On-Call Survey Services
  - San Pablo Mons
  - Halkin Walk Topographic Survey
  - San Plan 8240 Mon Refs
  - San Plan 8222 Mon Refs
  - Telegraph-Channing (TC) Garage  
Improvements
- City of Pleasanton Nevada  
Street Improvements
- City of Mountain View  
Surveying Services
  - Mt View Bridge Repair Inspection  
and Design
- Port of Oakland Freight EV Parking
- City of Dublin Civil/Survey On-Call
  - Dublin Boulevard - North Canyons  
Parkway Extension
  - Jordan Ranch  
Neighborhood Square
  - Tassajara Road Gap Closure Project
  - Cultural Arts Center
- Alameda County Camp  
Sweeney Fencing
- North Berkely BART Surveys



## Exhibit A B. SCOPE OF SERVICES

### SCOPE OF WORK

BKF has thoroughly reviewed the City's RFP and the potential services under the scope. The BKF team is well equipped to perform any of the services listed on the RFP, which includes but is not limited to the following:

#### Aerial Mapping and Photogrammetry

BKF can perform aerial mapping and digital photogrammetry for preparing topographic base maps using unmanned aerial vehicles (UAV) or regular airplanes (through our subconsultant). BKF will set control for our aerial subcontractor to fly the site and generate a topographic survey depicting site features at a mapping scale of 1" = 20 feet, with 1' contour intervals to be displayed. A digital orthophoto in raster format (.tif) can be included in the deliverables.

#### ALTA Survey

BKF can prepare an ALTA/NSPS Land Title Survey for a subject site based on field survey data and a preliminary title report provided by the client. The survey will meet the 2021 ALTA/NSPS Minimum Standard Detail Requirements.

#### As-Built Surveys

BKF can perform as-built surveys using our high-definition laser scanner or conventional robotic total station to prepare as-built maps. We can map the whole site after construction and compare information with the design plans to verify compliance. We can submit additional required documents like pad certifications, building height verifications, setback letters, etc. We can also document the new utilities installed and prepare as-built files in GIS format as required by the new California Senate Bill #865.

#### Boundary Surveys

BKF has 24 surveyors licensed in the State of California who are well-versed in all manner of boundary surveys, including Rancho boundary retracement, Public Lands surveys (including water boundaries, historic or current), Subdivision or Parcel map boundary resolution, and Metes and Bounds analysis. We have filed countless Final Maps, Parcel Maps, Records of Surveys, and Corner Records throughout the Bay Area. We are accustomed to working from title reports in which a local agency may hold fee title, and commercial or residential entities hold long-term lease agreements. We take pride in plumbing the depths of the most complex boundary issues to assure that our clients, their adjoining, and the public at large are properly accounted for within the framework of standard survey practice and current law.

#### Construction Staking

BKF can perform construction staking layouts to support the contractors. BKF project surveyors will determine the accuracy and density of primary project control points. We will provide primary project control points for use by the selected contractor. We provide quality control surveys and verify contractor layouts for conformance with design drawings.

#### Final Map Review

BKF will conduct comprehensive reviews of parcel maps, final maps, lot line adjustments, and legal descriptions, confirming compliance with local ordinances. We will identify any deficiencies, discrepancies, or areas needing clarification, providing recommendations for corrections that align with surveying standards and project conditions of approval.

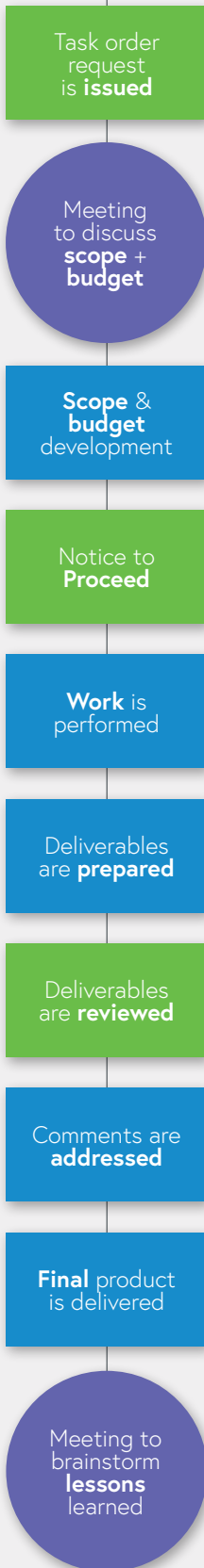
In instances where BKF has prepared the map in question, we will follow best practices by refraining from reviewing these materials. This step reinforces objectivity and affirms that the review process remains impartial. We will collaborate with the City to engage an external reviewer in such cases.

#### Final Mapping

BKF may assist the City in preparing tentative maps and other subdivision maps. We can assist in map checking and reviewing. BKF will provide a technical map review that addresses all provisions of the California Subdivision Map Act and local ordinances applicable at the time of approval of the tentative map. We will confirm that these provisions have been complied with and that the map is deemed technically correct for processing through departmental approval. A BKF Licensed Land Surveyor will check the normal jurats of the coversheet, i.e., Owners, City Surveyor, City Engineers Statement, Surveyors Statement, Clerk of the Board of Supervisors, and Records Statements and Title for clarity, continuity, and content on the aerial photos. GIS property information will also be added to the base maps.

### APPROACH TO TASK ORDERS

QA/QC is ongoing



- City ● BKF
- City + BKF

Exhibit A  
B. SCOPE OF SERVICES

Flood Certifications

BKF surveyors can prepare Elevation Certificates and perform measurements using our precise digital levels to determine elevations in NAVD88 datum. We can help review sites that are in FEMA flood zones and certify that the existing ground elevations or proposed finished floor elevations are above the base flood elevations (BFE).

Global Positioning System (GPS) Surveys

BKF can perform GPS control surveys to establish precise horizontal and vertical control datums. Our team conducts reconnaissance of existing control points and pre-plans static surveys to confirm accuracy. We perform field observations and post-process data to refine results. BKF prepares detailed GPS Control Reports, ensuring compliance with project requirements and industry standards. Our expertise in control surveying supports infrastructure projects for local agencies, transportation departments, and design-build teams.

LAFCO Mapping/Descriptions

BKF can prepare the plat and legal descriptions, and other exhibits for LAFCO mapping and annexation. The final documents can be signed and stamped by our licensed land surveyor.

Leveling Surveys

BKF can perform level loops to tie control points to published benchmarks using our precise digital levels with bar-coded rods. The results of our field surveys are processed using least squares adjustment using Star\*NET. The level loops will close within the required tolerance.

Lot Line Adjustments/Lot Mergers

BKF can prepare the plat and legal descriptions for Lot Line Adjustments (LLA), including map exhibits that illustrate the proposed adjustments and area calculations in square footage. Mathematical closure calculations will be performed for the parcels. The client will provide Preliminary Title Reports, vesting deeds, and related documents after giving the authorization to proceed. Setting boundary corners can be provided as an additional service upon request.

Pothole of Existing Utilities

BKF provides utility locating, employing the latest technology in electromagnetic induction (EMI), magnetometers, and ground penetrating radar (GPR). We can identify and locate existing subsurface hazards and obstructions, aiding our engineers and surveyors in delivering a more complete product. BKF works closely with utility companies to provide meticulous attention to detail when locating all types of underground utilities, from electric, gas, and communication lines to water, wastewater, and drainage piping. BKF's commitment to damage prevention and safety for our clients and field crews through our utility locators is unmatched.

Preparation of Legal Descriptions

BKF will conduct research on recorded maps, vesting deeds, and other relevant recorded documents to gather necessary information for preparing plats and legal descriptions. Using this data, BKF will prepare the exhibits for describing easements or parcels of land. Additionally, mathematical closure calculations will be performed to ensure that the parcel closes within the required tolerance.

Processing with County Recorder's Office

BKF can assist the City in submitting and processing the maps and documents to be recorded with the County Recorder's office. We can coordinate with a title officer for recording other documents.

Provision of Title Reports

BKF can coordinate with the title company to request a preliminary title report (PTR). The fees can be reimbursed and included on the BKF invoice.

Record of Survey Mapping/Corner Records

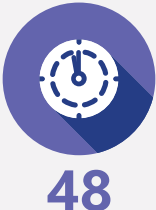
Per State of California law, a resolved boundary may need to have a Record of Survey filed with the local county. Based on the county standards for maps, BKF will create a map that will be sent to the county for their review. Once the county reviews the map, we will receive their comments back and make any changes or add any data they need to approve and record the Record of Survey.

**4-48-4 Response Time Objective.** BKF recognizes that a variety of different project types may be involved under this agreement. The key to providing you with an effective response to each project/task order is in our ability to quickly understand the specific project scope and organize our project team accordingly. To facilitate this, our Response Time Objectives include:



4

**Emergency Support**  
Within 4 hours of a request



48

**On-Call Scope of Work**  
Within 48 hours of contact



4

**Survey Services**  
Within 4 weeks of notice to proceed

**Communication is continual throughout**





## Exhibit A

### B. SCOPE OF SERVICES

#### Research of Existing Utilities Information or Base Maps

BKF can request the as-built block maps from the City or the utility/facility owners. We will perform site visits with City staff, especially its Maintenance Crew and Design Team, to identify key issues and concerns that may not be as apparent. This is the opportunity to not only identify key issues and concerns but also identify and determine the scope and limits of work. To minimize construction costs, we will work closely with City staff to identify critical items of work and satisfy the City's vision in revitalizing its community.

#### Right-of-Way/Appraisal Mapping

BKF can perform right-of-way surveys. We can retrace and plot the right-of-way lines based on deeds and record information. BKF works with CalTrans projects, and we are familiar with their procedures and requirements. We have prepared route surveying for utility alignments and railway projects. We have surveyed 100+ miles of streets for pipeline replacement and road improvement projects in support of our transportation engineering teams, local government agencies, and design-build companies.

#### Topographic Design Surveys

BKF will prepare topographic base maps using our robotic total stations and laser scanners to survey the existing site conditions. We will include all major topographic features and man-made structures. We will prepare an electronic drawing in CAD format, which includes spot elevations and a 3D surface with elevation contours. The BKF field crews will measure cross-sections of the subject streets from right-of-way to right-of-way location, including walks, top of curb, lip of gutter, conforms, and street grade breaks at intervals of approximately 25 ft. We will measure street features such as concrete valley gutters. We will make note of low-height tree overhangs and general drip lines, measure utility structures within the street and right-of-way areas, including City facilities such as meters and fire hydrants. We will make note of any major overhead utility line crossings within the street areas. If a laser scanner is utilized, the above services (excluding control) will be performed using Leica's Virtual Surveyor upon completion of the field scan of the project topography.



### RESOURCES

We are highly invested in the newest land surveying resources to maximize efficiency and ensure safety. Our teams stay at the technology forefront. A partial list of our equipment is listed below.

#### ▪ Robotic Total Stations

- (20) Leica TS-16
- (10) Leica MS60
- (1) Leica TS60
- (5) Trimble S6

#### ▪ Digital Levels

- (20) Leica LS15
- (5) Trimble DiNi

#### ▪ High Definition Lasers

- (3) Leica P40
- (1) Leica C10
- (1) Leica RTC 360

#### ▪ Data Collectors

- (2) Trimble TSC7
- (3) Trimble R10
- (30) Leica CS 20

#### ▪ GPS/GNSS Equipment

- (4) Trimble R10
- (18) Leica GS-18T

#### ▪ Vehicles

#### ▪ Mobile Smartphones

#### ▪ Equipment Maintenance & Upgrade



## IN-HOUSE SERVICES

BKF Engineers has the in-house capacity to provide all services listed in the request, supported by a robust team of licensed professional land surveyors, technical experts, and experienced field crews. Our surveying group routinely delivers work in each of the requested areas and has the proven expertise to support similar project scopes with precision, efficiency, and responsiveness.

Specifically, BKF can provide the following services using in-house staff:

1. **Topographic Base Mapping for Utility and Building Projects:** Our crews are highly experienced in producing detailed and accurate topographic surveys for infrastructure, utility, and site development projects across varied terrain and conditions.
2. **Parcel and Tract Map Reviews:** We prepare and review parcel and tract maps regularly in compliance with state and local subdivision requirements.
3. **Records of Survey:** Our licensed staff prepares and files Records of Survey in accordance with California state regulations.
4. **Easement Plats and Descriptions:** We produce easement plats and accompanying legal descriptions for public agencies, private development, and utility providers.
5. **Reviews of Lot Line Adjustments, Dedications, and Easements:** BKF has experience with the preparation and review of mapping documents associated with dedications, adjustments, and easements.
6. **Survey and Base Map for Bikeways:** Our team has successfully completed bikeway surveys, including right-of-way, topography, utility mapping, and base map preparation for design.
7. **Lot Mergers:** We process lot merger applications and produce all required mapping documentation for local agency approval.
8. **Flood Gauge Locations for Lagoon:** BKF's survey team has experience supporting hydrologic and hydraulic studies, including flood gauge placement and monitoring locations.
9. **Grant Deeds and Legal Descriptions:** We routinely draft grant deeds and provide legally defensible legal descriptions for public and private transactions.

BKF leverages advanced field equipment—including 3D laser scanning, automated total stations, GNSS/GPS equipment, and UAVs—to deliver precise and cost-effective results. Our internal protocols ensure quality control across all phases of surveying and mapping services, and our in-house expertise allows us to maintain full accountability and flexibility across project timelines.





C. ORGANIZATION QUALIFICATIONS



# BKF Engineers

Delivering Inspired Infrastructure for over 110 years

Since 1915, BKF Engineers has earned a reputation for its ability to successfully plan, design, survey, and implement complex projects. Through our network of 17 west coast offices, BKF provides civil engineering, land surveying, land planning, and funding resources services for government agencies, institutions, developers, design professionals, contractors, school districts, and corporations. The size of our firm gives BKF the benefit of providing the personal service that is typically associated with smaller firms while having access to a wide variety of resources that a larger firm provides.

BKF Engineers logged over 92,808 field hours in 2024, making us one of Northern California’s largest and most responsive surveying firms for the last six years. We are honored to have won the Survey Hours Champion Award from the California and Nevada Civil Engineers and Land Surveyors Association, Inc (CELSA). Our licensed land surveyors, who manage over 35 crews, know how to use various tools and methods to achieve desired results, whether locating boundaries in rural, rugged terrain or digitally scanning a new skyscraper building structure. We perform our typical services using the latest technology—including 3D Laser Scanning and drones. BKF has specialists in each service area, from geodetic and photo control to performing right-of-way, topographic, utility, and construction surveys. We believe our success in project innovation combines “thinking out of the box” and a well-grounded understanding of project requirements.

450+  
Employees

Founded in  
1915

150+  
Survey On-Call  
Agreements

35  
Field Crews

17  
Regional  
Offices

92,808+  
Surveying Hours  
Logged in 2024

SURVEY SERVICES


- Structural Steel Surveying
- 3D Laser Scanning / High Definition Surveying (HDS)
- BIM, VDC, and Digital Models
- Topographic and Boundary Surveying
- GPS Surveys
- GIS Base Mapping
- Right-of-Way Mapping
- Unmanned Aerial Surveying
- Utility Locating
- Subdivision, Parcel, and Final Maps
- ALTA/NSPS Land Title Surveys
- Construction Staking and Monitoring Surveys
- As-Built Surveys
- Volumetric Surveys
- Control Surveys

OFFICE LOCATIONS

Modesto	San Francisco
Newport Beach	Salinas
Oakland	San Diego
Pleasanton	San Jose
Portland	San Luis Obispo
Redwood City	San Rafael
Riverside	Santa Rosa
Roseville	Walnut Creek
Sacramento	



# C. ORGANIZATION QUALIFICATIONS

BKF's Selected On-Call Surveying Contracts													
													
Relevant Services Provided for On-Call Surveying Contracts													
City of Redwood City	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Palo Alto	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Mountain View	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of San Jose	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Pleasanton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Livermore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of San Ramon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Walnut Creek	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Berkeley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Oakland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alameda County Water District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of San Rafael	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of South San Francisco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County of Marin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Petaluma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City of Vacaville	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sonoma County Regional Parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Land Surveying Services/Ground Control													
Record of Survey													
Construction Staking													
Aerial Mapping and Photogrammetry													
Right-of-Way/ Appraisal Mapping													
Set Monuments													
Setting New Benchmarks													
Record of Survey Mapping/ Corner Records													
Records and Lands Title Research													
GPS Control													
Boundary Survey													
Topographic Design Surveys													
Preparation of Legal Descriptions													
ALTA Surveys/ Acquisition Support													
Final Mapping/ Final Map Review													

## D. REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

### CITY OF OAKLAND ON-CALL SURVEYING & MAP CHECKING Oakland, CA

BKF signed an agreement with the City of Oakland for On-Call Land Surveying Services. The contract amount was not-to-exceed \$950,000.

#### SUBDIVISION MAP REVIEWS

BKF provided technical map reviews for 5 Parcel Maps, and were required to check the normal jurats of the cover sheet (i.e., Owners, City Surveyor, City Engineers Statement, Surveyor's Statement, Clerk of the Board of Supervisors and Records Statements and Title for clarity, continuity and content). The assigned professional land surveyor was required to address complex boundary resolutions by applying knowledge in boundary control and legal principles utilizing evidence and procedures for boundary locations.

BKF also performed a laser scanning survey to prepare the base map for the City's transportation engineers. The topographic map included contour lines, spot elevations, and a line work showing existing conditions of 3 busy intersections. Using the Leica P40 equipment, we were able to gather the information safely and more efficiently. Since the laser scanner collected millions of points in the point cloud, we can extract the points of interests without needing to go back on the field, which saves the client money on the mobilization.

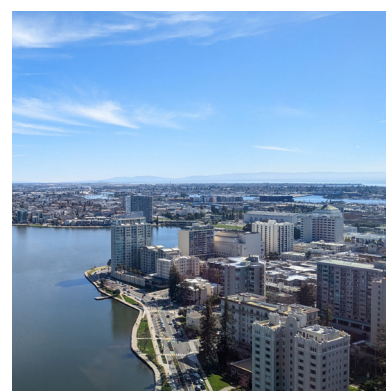
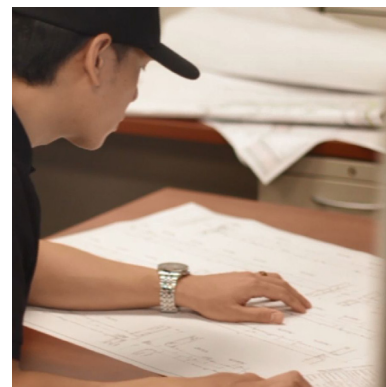
#### OAKLAND 14TH STREET SAFE ROUTE IN THE CITY

The BKF team worked together to complete a traffic operational analysis to support implementation of a 4-lane roadway diet along the corridor from West Oakland to Lake Merritt in order to incorporate multi-modal facilities. BKF assisted the City with stakeholder coordination. Existing constraints include utilities and sub-sidewalk basements which require the project team to develop unique solutions to improve the bicycle/pedestrian connectivity, meet current bicycle/accessibility standards while maintaining street drainage/functionality. BKF completed final design of the improved bicycle and pedestrian facilities by implementing a road diet, consisting of Class IV raised bike lanes in both directions with protected intersections. Additional improvements include raised bus islands, new curb ramps, 10 signal modifications, green infrastructure and decorative necklace lighting to help demarcate the corridor.

#### FRUITVALE ALIVE/ GAP CLOSURE

BKF engineers to led the design of this street scape improvement project along Fruitvale Avenue between Alameda Avenue and East 12th Street to calm traffic, address existing bicycle and pedestrian deficiencies, and to provide a continuous connection between Fruitvale BART Station and the City of Alameda.

The project consisted of designing pedestrian and bicycle improvements including widening sidewalks for adding one-way cycle track in each direction of travel, improved pedestrian ADA facilities, curb ramp replacements, utility relocation, drainage modifications, lighting upgrades, traffic signal modifications, stormwater treatment (green streets), addition of street trees, and pavement reconstruction. Additionally, BKF worked with the City, UPRR, and CPUC to modify four at-grade rail crossings.



#### REFERENCE

Raymond Hebert  
DOT, Great Streets Division,  
Surveying Services  
City of Oakland  
250 Frank Ogawa Plz, Ste. 4314  
Oakland, CA 94612  
510.238.7042  
rhebert@oaklandnet.com

#### TEAM

Grady Roth - Project Manager  
Ronald McCauley - Senior  
Project Surveyor



## D. REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

### BRENTWOOD ON-CALL SURVEY AND RELATED SERVICES

Brentwood, CA

BKF provided the City of Brentwood with on-call civil engineering and surveying services. BKF provided services such as:

- Construction Staking Layout
- Control Surveys
- GPS Surveys
- As-Built Surveys
- Subgrade Certification
- Plat & Legal Descriptions for Easements
- Topographic Surveys
- Civil design including Street, Sewer, Storm Drain Improvements
- Curb, gutter, sidewalk and driveways
- Street pavement design
- Grading and drainage design

The projects BKF completed or is working on include the following:

#### WATER EMERGENCY BACK-UP GENERATORS

BKF's scope of work included preliminary engineering and preparation of final design/construction documents for five existing domestic water pump locations. The generators were designed to handle distributions in service from PG&E due during power outages. BKF provided construction support services for the locations where construction was funded.

#### DOWNTOWN ALLEY REHABILITATION

BKF is providing the civil engineering and land surveying services associated with the rehabilitation Midway and Parkway, and each City Street crossing location for the two alleyways, including the start and end points. BKF provided the field work to prepare a topographic map for the project site. Our services also include utility outreach and pavement evaluation and reconstruction, sewer and water replacement, preparation of plans, specifications, and estimate, and construction support.

#### DEER RIDGE FRONTAGE LANDSCAPING IMPROVEMENTS

BKF provided land surveying services and preparation of final design and construction documents associated with the conversion of the former Deer Ridge Golf Course frontage landscaping from a private to public landscape and maintenance facility in the City of Brentwood. When constructed, project elements will include new plantings, trees, and irrigation at parkway strips. Existing water fountain entry features will be retrofitted to convert the private malfunctioning system to a functional publicly maintained municipal system. Additionally, new PG&E service meters are needed to supply power to the new irrigation controller and water features to segregate them from the private former golf facility.



#### REFERENCE

Meghan (Laporta) Oliveria  
Associate Engineer  
City of Brentwood  
708 Third Street  
Brentwood, CA 94513  
925.516.5171  
moliveira@brentwoodca.gov

#### TEAM

Jason Kirchmann - Principal  
Ben Santos - Project Manager  
Grady Roth - Construction Survey  
Ron Ver - Project Surveyor



## D. REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

### DUBLIN CIVIL AND SURVEY ON-CALL

Brentwood, CA

The City of Dublin selected BKF for their On-Call Civil Engineering and Surveying Services contract in 2019. As part of the City of Dublin's Capital Improvement Program, BKF completed the alternative analysis, preliminary engineering, surveying and assisted in the environmental documentation associated with Dougherty Road Improvements from I-580 to Houston Place, and from Houston Place to Camp Parks Entrance. BKF also provided the design for the Dublin Boulevard/Dougherty Road intersection modification and street widening project. The intersection modification improved current traffic operations and provided adequate capacity to accommodate projected future peak hour volumes at the intersection due to additional development, and enhanced the safety of the roadway.

#### DUBLIN BLVD. REPAVING -SCARLETT--HACIENDA

BKF provided surveying services for a repaving project in the City of Dublin. The goal was to evaluate the Disability Access Consultants (DAC) report provided by the City and establish priority ADA improvements and prepare traffic signal modifications.

#### TASSAJARA ROAD GAP CLOSURE PROJECT

The City of Dublin proposed to close the "gap" and complete the widening of Tassajara Road between North Dublin Ranch Drive and Quarry Lane School. The project improvements include widening Tassajara Road to a four-lane arterial, with Class IV bike lanes, sidewalks, landscaped median and stormwater treatment areas.

As the prime consultant, BKF is managed all aspects of the project including project management, field survey and mapping, right-of-way impacts and acquisition, civil design, cross-slope correction, drainage design, hydraulic, storm water, traffic signals, lighting, and cost estimating services. BKF team is also responsible for completing the utility coordination and agreements and right of way process given the Project's considerable utility relocations and right of way acquisitions involving, partial fee takes, public utility easement and temporary construction.



#### REFERENCE

Michael Boitnott  
Capital Improvement  
Program Manager  
City of Dublin  
925.833.6630  
michael.boitnott@dublin.  
ca.gov

#### TEAM

Grady Roth - Project Manager  
Ronald McCauley - Senior  
Project Surveyor

### ALAMEDA COUNTY WATER DISTRICT SURVEY ON-CALL

Oakland, CA

The objective of this project was to perform ground survey monitoring for five District water storage facilities. BKF's survey monitoring data will be included in the District's annual monitoring reports to DSOD. In support of other capital projects, the District routinely requires preparation of topographic survey maps which may include right-of-way delineation, utility locations and other pertinent information.

#### ACWD GROUND SURVEY MONITORING OF DISTRICT FACILITIES

BKF prepared spreadsheets for the monitoring surveys to help ACWD with comparing measurements from previous years. BKF updated the erosion study on one of the reservoir sites using a high definition laser scanning equipment. This enabled the engineers to determine if the erosion scars observed were caused by a landslide or a slow soil erosion, or a structural damage. The point cloud prepared by BKF enabled the multi-temporal data to analyze change detection using cyclone software.

#### REFERENCE

Kelsi Oshiro  
Alameda County Water  
District  
43885-43951 S Grimmer  
Blvd.  
Fremont, CA 94538  
510.668.4486  
kelsi.oshir@acwd.com

#### TEAM

Ben Santos - Project Manager  
Ron Ver - Project Surveyor

## D. REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

### CITY OF PALO ALTO ON-CALL SURVEYING

Palo Alto, CA

In 2017, BKF began providing On-Call Surveying Services to the City of Palo Alto. BKF provided technical review of survey and land use/development related documents and acted as City surveyors. BKF provided street topographic surveys and base maps for the Page Mill Road Safety Improvement Project, together with other miscellaneous streets in Palo Alto. BKF performed surveys at the Baylands Athletic Center, a 6-acre facility within the Baylands Nature Preserve. BKF also prepared a plat and legal description for a sidewalk easement at University Avenue and assisted city engineers to create another street light easement along Arastradero Road near Gunn High School.

BKF was also awarded the 2020-2021 Utility Survey for the Palo Alto Utility Department. This project included 55,000 linear feet (11+/- miles) of street topographic surveying. The survey tasks included GPS control surveys and using conventional robotic total stations, locating gas meters on every residential house, and mapping all utilities on the streets as per designated areas. The elevations on street cross sections were provided for reference to the utility ground cover. Invert elevations were provided for storm and sewer pipelines, and also depth of water valve or gas valve relative to the pavement elevations. The survey data submitted was formatted with City of Palo Alto feature codes and available to be imported into their CAD and GIS software.

#### PROJECT OUTCOMES/MILESTONES

- Served as an extension of the City's staff, providing survey support.
- Offered "outside-the-box" solutions beyond traditional surveying.
- Collaborated closely with City staff on projects.



#### REFERENCE

Holly Boyd  
Senior Engineer  
Public Works Department,  
Engineering Services Division  
City of Palo Alto  
650.329.2612  
Holly.Boyd@CityofPaloAlto.org

#### TEAM

Jason Simmons - Principal  
Ben Santos - Project Manager  
David Jungmann - Survey Lead  
Ron Ver - Project Surveyor



# APPENDIX



**BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE**

EFFECTIVE JULY 1, 2025 - JUNE 30, 2026

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>PROJECT MANAGEMENT</b>	
Principal in Charge	\$317.00
Senior Project Executive	\$294.00
Project Executive	\$287.00
Senior Project Manager   Senior Technical Manager	\$278.00
Project Manager   Technical Manager	\$273.00
Engineering Manager   Surveying Manager   Planning Manager	\$251.00
<b>TECHNICAL STAFF</b>	
Senior Project Engineer   Senior Project Surveyor   Senior Project Planner	\$233.00
Project Engineer   Project Surveyor   Project Planner	\$205.00
Design Engineer   Staff Surveyor   Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.00
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.00
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.00
Engineering Assistant   Surveying Assistant   Planning Assistant	\$111.00
<b>FIELD SURVEYING</b>	
Survey Party Chief	\$233.00
Instrument Person	\$200.00
Survey Chainperson	\$150.00
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.00
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.00
<b>CONSTRUCTION ADMINISTRATION</b>	
Senior Consultant	\$305.00
Senior Construction Administrator	\$266.00
Resident Engineer	\$197.00
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.00
<b>FUNDING &amp; GRANT MANAGEMENT</b>	
Director of Funding Strategies	\$218.00
Funding Strategies Manager	\$200.00
Funding/Research Analyst I, II, III, IV	\$137.00 - \$158.00 - \$168.00 - \$185.00
<b>PROJECT ADMINISTRATION</b>	
Project Coordinator	\$149.00
Senior Project Assistant	\$128.00
Project Assistant	\$113.00
Clerical   Administrative Assistant	\$95.00

Expert witness rates are available upon request. Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to annual periodic increases.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2025

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).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	<b>CONTACT</b> NAME: Mandy Guo PHONE (A/C, No, Ext): 510-272-1402 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
<b>INSURED</b> BKF Engineers 2100 Franklin Street, Suite 4C Oakland CA 94612	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D: Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Insurance Company	35289	INSURER B: Valley Forge Insurance Company	20508	INSURER C: Transportation Insurance Company	20494	INSURER D: Sentinel Insurance Company	11000	INSURER E: XL Specialty Insurance Company	37885	INSURER F:	
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INSURER E: XL Specialty Insurance Company	37885														
INSURER F:															

 License#: 6003745  
 BKFENGI-02

## COVERAGES

CERTIFICATE NUMBER: 1970848830

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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liability <input checked="" type="checkbox"/> X, C, U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	7034315572	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	Y	Y	7034315569	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	7034315619	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	57WEOK8H0Z	9/1/2024	9/1/2025	<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
E	Professional Liability Includes Pollution Liability			DPR5033049	9/1/2024	9/1/2025	Per Claim \$5,000,000 Annual Aggregate \$7,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employer's Liability. BKF Job #P20250586-01, On-Call Land Surveyor Services  
 City of Alameda, its City Council, boards, commissions, officials, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).  
**SEVERABILITY OF INTERESTS**  
 Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:  
 See Attached...

## CERTIFICATE HOLDER

## CANCELLATION 30 Day Notice of Cancellation

City of Alameda 2263 Santa Clara, Avenue Alameda CA 94501 Initial <u>LC</u> 5/22/2025	<p>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>AUTHORIZED REPRESENTATIVE</p>
--	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners Design Professionals Insurance Services, LLC		NAMED INSURED BKF Engineers 2100 Franklin Street, Suite 4C Oakland CA 94612
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

**CNA PARAMOUNT**

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

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an Insured **any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part**, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such written contract; or
  - B.** In the performance of **your work** subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1.** The written contract requires you to provide the additional insured such coverage; and
    - 2.** This Coverage Part provides such coverage; and
  - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1.** Coverage broader than what you are required to provide by the written contract; or
    - 2.** A higher limit of insurance than what you are required to provide by the written contract.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:  
**WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such written contract; or
  - B.** In the performance of **your work** subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
    - 1.** The written contract requires you to provide the additional insured such coverage; and
    - 2.** This Coverage Part provides such coverage.
- III.** But if the written contract requires:
- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of **your work** that is subject to such written contract.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

Policy No: 7034315572  
 Endorsement No: 37  
 Effective Date: 09/01/2024

**CNA PARAMOUNT**

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

- IV.** But if the written contract requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:  
**WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this **Coverage Part**, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of **your work** that is subject to such written contract.
- V.** The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
- A.** The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2.** Supervisory, inspection, architectural or engineering activities; or
  - B.** Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.
- VI.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this Coverage Part:  
**Primary and Noncontributory Insurance**  
 With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:
- 1.** Primary and non-contributing with other insurance available to the additional insured; or
  - 2.** Primary and to not seek contribution from any other insurance available to the additional insured.

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

- VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:  
 The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:  
 Any additional insured pursuant to this endorsement will as soon as practicable:
- 1.** Give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
  - 2.** Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
  - 3.** Make available any other insurance, and endeavor to tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

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



**CNA PARAMOUNT**

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

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

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

**A.** Was executed prior to:

1. The bodily injury or property damage; or
2. The offense that caused the personal and advertising injury;  
for which the additional insured seeks coverage; and

**B.** Is still in effect at the time of the bodily injury or property damage occurrence or personal and advertising injury offense.

All other terms and conditions of the Policy remain unchanged.

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

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

Policy No: 7034315572

Endorsement No: 37

Effective Date: 09/01/2024

**CNA PARAMOUNT**

## Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

Policy No: 7034315572

Endorsement No: 6

Effective Date: 09/01/2024







CNA PARAMOUNT

## Architects, Engineers and Surveyors General Liability Extension Endorsement

### 1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

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

#### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

#### C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

### D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

### E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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VALLEY FORGE INSURANCE COMPANY

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

### I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,
 in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

## 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

## 3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

#### 4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

#### 5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

#### 6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

##### A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

##### B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

#### 7. BROAD NAMED INSURED

**WHO IS AN INSURED** is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

**3.** Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

### 8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

Policy No: 7034315572

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CNA PARAMOUNT

## Architects, Engineers and Surveyors General Liability Extension Endorsement

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

### 9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

### 10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

#### **Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

### 11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

- B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;





CNA PARAMOUNT

## Architects, Engineers and Surveyors General Liability Extension Endorsement

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

### 12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

### 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
  - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

Policy No: 7034315572

Endorsement No: 6

Effective Date: 09/01/2024

**CNA PARAMOUNT**

## Architects, Engineers and Surveyors General Liability Extension Endorsement

**B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

### **Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

### **Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

### **Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

### **Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

### **Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;







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## Architects, Engineers and Surveyors General Liability Extension Endorsement

- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

### Other Insurance

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

### b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

## 14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

### A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

### B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

### C. **WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), 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.

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

### 15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

**j. Damage to Property**

**Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

Policy No: 7034315572

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE** is deleted and replaced by the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition** is deleted and replaced by the following:

- (ii)** That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

### 16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

### 17. MEDICAL PAYMENTS

**A. LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

**B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

### 18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

### 19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

### 20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

**A. Under DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

**B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

This insurance does not apply to:

### Knowing Violation of Rights of Another

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

### Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

### Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

## 21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

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

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

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

### 22. PROPERTY DAMAGE – ELEVATORS

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

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

### 23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

### 24. SUPPLEMENTARY PAYMENTS

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

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

### 25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

### 26. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BKF ENGINEERS

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## Architects, Engineers and Surveyors General Liability Extension Endorsement

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

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

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

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

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

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

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

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

This insurance is excess over:

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

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

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

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

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

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

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VALLEY FORGE INSURANCE COMPANY

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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

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

**Business Auto Policy  
Policy Endorsement****DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

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

**Named Insured:** BKF ENGINEERS

**Endorsement Effective Date:** 09/01/2024

**SCHEDULE****Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.

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

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date: 09/01/2024

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7034315569

Policy Effective Date: 09/01/2024



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

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

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

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

All other terms and conditions of the policy remain unchanged

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



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: BKF Engineers  
Endorsement Effective Date: 09/01/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT  
REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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

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

**Policy Number:** 57WEOK8H0Z

**Endorsement Number:**

**Effective Date:** 09/01/2024

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

**Named Insured and Address:** BKF Engineers  
2100 Franklin Street, Suite 4C  
Oakland, CA 94612

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





CNA Paramount Excess and Umbrella Liability  
Policy Declarations

POLICY DECLARATIONS

Named Insured and Mailing Address

**Named Insured:**  
BKF ENGINEERS

**Mailing Address:**  
2100 FRANKLIN ST STE 4C  
OAKLAND, CA 94612-3036

Policy Information

**Policy Number:** 7034315619  
**Renewal of:** 7034315619  
**Insurer's Name and Address:**  
The Continental Insurance Company  
151 N Franklin St  
Chicago, IL 60606

Producer Information

**Producer:**  
AP DESIGN PROFESSIONALS INS SVCS  
3697 MT DIABLO BLVD STE 230  
LAFAYETTE, CA 94549-3745  
  
**Producer Code:** 250-084911

Policy Period

**09/01/2024 to 09/01/2025** at 12:01 a.m. Standard Time at your mailing address.

Limits of Insurance

Each <b>Incident Limit</b>	\$10,000,000
Aggregate Limit	\$10,000,000
Aggregate <b>Products-Completed Operations Hazard</b> Limit	\$10,000,000
Policy Aggregate Limit	N/A
<b>Crisis Management Expenses</b> Aggregate Limit	\$300,000
<b>Key Employee Replacement Expenses</b> Aggregate Limit	\$100,000

Self-Insured Retention

Self-Insured Retention \$0



## CNA Paramount Excess and Umbrella Liability Policy Declarations

Schedule of Underlying Insurance			
Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Valley Forge Insurance Company  7034315572  09/01/2024 to 09/01/2025	General Liability	Each Occurrence Limit  General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000  \$2,000,000   \$2,000,000 \$1,000,000
Valley Forge Insurance Company  7034315572  09/01/2024 to 09/01/2025  Retroactive Date 09/01/2017	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$1,000,000
Transportation Insurance Company  7034315569  09/01/2024 to 09/01/2025	Auto Liability	Combined Single Limit	\$1,000,000

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7034315619

Policy Effective Date: 09/01/2024

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## CNA Paramount Excess and Umbrella Liability Policy Declarations

### Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
HARTFORD INSURANCE COMPANY  57WEOK8HOZ  09/01/2024 to 09/01/2025	Employers Liability	Bodily Injury by Accident- Each Accident Limit  Bodily Injury by Disease - Policy Limit  Bodily Injury by Disease - Each Employee Limit	\$1,000,000  \$1,000,000  \$1,000,000

IN ANY JURISDICTION, STATE, OR PROVINCE WHERE THE AMOUNT OF EMPLOYERS LIABILITY INSURANCE PROVIDED BY THE UNDERLYING INSURER(S) IS BY LAW "UNLIMITED", THE UNDERLYING EMPLOYERS LIABILITY LIMIT(S) SHOWN IN THE ABOVE SCHEDULE DO NOT APPLY AND NO COVERAGE SHALL BE PROVIDED FOR EMPLOYERS LIABILITY UNDER THIS POLICY.

### Forms and Endorsements Attached to this Policy

**See SCHEDULE OF FORMS AND ENDORSEMENTS**

### Premium

Minimum Earned Premium	0% of the Total Premium
Total Premium	
Premium includes the following amount for Certified Acts of Terrorism Coverage	

### Notices

#### Notice to insurer

Address: CNA Claims Reporting  
P.O. Box 8317  
Chicago, IL 60680-8317

Fax #: 800-446-8632

Email Address: HPReports@CNA.com

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 3 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7034315619

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CNA Paramount Excess and Umbrella Liability  
Policy Schedule

PAYMENT PLAN SCHEDULE

PAYMENT PLAN SCHEDULE

THE BILLING FOR THIS POLICY WILL BE FORWARDED TO YOU DIRECTLY FROM CNA.  
THIS PREMIUM WILL BE INVOICED BY CNA ON A SEPARATE STATEMENT ACCORDING TO THE PAYMENT  
OPTION YOU SELECT.

The premium amount for this transaction is:



## CNA Paramount Excess and Umbrella Liability Policy Schedule

### SCHEDULE OF FORMS AND ENDORSEMENTS

Endorsement Number	Form Name	Form Number	Form Edition Date
	POLICYHOLDER NOTICE - FRAUD NOTIFICATION	CNA104750XX	06-2023
	POLICYHOLDER NOTICE - OFFER OF TERRORISM COVERAGE CONFIRMATION OF REJECTION OF COVERAGE DISCLOSURE OF PREMIUM	CNA75533XX	01-2021
	POLICYHOLDER NOTICE OF AC REQUIREMENTS	CNA76614XX	03-2015
	POLICYHOLDER NOTICE - CALIFORNIA PREMIUM REFUND DISCLOSURE	CNA98471CA	05-2020
	POLICY DECLARATIONS	CNA75501XX	03-2015
	PAYMENT PLAN SCHEDULE	CNA84401XX	12-2015
	PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY	CNA75504XX	03-2015
1	CANCELLATION AND NONRENEWAL ENDORSEMENT - CALIFORNIA	CNA62814CA	12-2019
2	EXCLUSION OF CERTIFIED ACTS OF TERRORISM ENDORSEMENT	CNA75517XX	03-2015
3	UNDERLYING INSURANCE COVERAGE LIMITATION ENDORSEMENT	CNA76492XX	03-2015
4	AMENDMENT TO NAMED INSURED	CNA88301XX	08-2017

Form No: CNA62640XX (09-2012)

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Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7034315619

Policy Effective Date: 09/01/2024

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