

## **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 **BELLECCI & ASSOCIATES – SANBELL BAY AREA**, a California corporation, whose address is **1390 WILLOW PASS ROAD, SUITE 300, CONCORD, CALIFORNIA 94520** (“**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 a manner acceptable to the City) 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.


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

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:

Bellecci & Associates – Sanbell Bay Area  
1390 Willow Pass Road, Suite 300  
Concord, CA 94520  
ATTENTION: Jennifer Pearce  
Ph: (925) 318-2058 / Email: [jpearce@sanbell.com](mailto:jpearce@sanbell.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:**

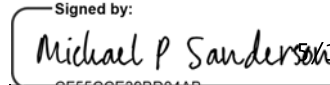
In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

BELLECCI & ASSOCIATES  
SANBELL BAY AREA  
a California Corporation


Signed by:  
 5/13/2025  
CF55CCE39BD04AB...  
Michael Sanderson  
CEO

CITY OF ALAMEDA  
a municipal corporation

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

Signed by:  
 5/12/2025  
7D0E3DF175B0462...  
Mark Holle  
Secretary & Treasurer

RECOMMENDED FOR APPROVAL

Signed by:  
 5/14/2025  
35145888E737491...  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

5/14/2025  
\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney



INTELLIGENT  
INFRASTRUCTURE  
ENDURING  
COMMUNITIES

# PROPOSAL

April 7, 2025

## On-Call Land Surveyor Services

### **SUBMITTED TO:**

Mr. Scott Wikstrom, City Engineer  
City Hall West | Public Works Department  
950 West Mall Square, Room 110, Alameda, CA 94501

### **SUBMITTED BY:**

Alex Fong, PLS, Principal in Charge  
925.685.4569 | [afong@sanbell.com](mailto:afong@sanbell.com)  
1390 Willow Pass Rd., Suite 300 | Concord, CA, 94520  
[www.sanbell.com](http://www.sanbell.com)





Webster (SR 61) /Willie Stargell Survey/Design • Alameda

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April 7, 2025

Mr. Scott Wikstrom, City Engineer  
City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501

**Reference:** Proposal for On-Call Land Surveyor Services

Dear Scott:

Bellecci & Associates, dba Sanbell Bay Area, welcomes this opportunity to update the City of Alameda about our qualifications for the On-Call Land Surveying Services contract that is up for renewal. After operating as a family owned California Civil Engineering, Land Surveying, and Construction Management company since 1983, Bellecci strategically merged with four other western US civil engineering companies over the past two years to form the Sanbell Company. Sanbell has 10 offices in California, Colorado, Montana, and Nevada, with over 200 Cool, Smart, Talented People and 100 licensed/certified professionals. We now can provide all of our clients with access to additional staff resources, a deeper pool of talent, and a larger number of professional surveyors and support staff with vast experience across the Western United States.

We are excited about this On-Call contract for several reasons. First, the City should be familiar with Sanbell due to our 20+ year history of design and survey work in Alameda that first started on the Tinker Avenue project in 1999. Notably, several key staff proposed for this contract were instrumental in some of the significant projects we designed or surveyed for the City, including the Wilver “Willie” Stargell Avenue / Webster Street State Route 61 Intersection and new street project. Willie Stargell/Webster Street was a multi-year, extremely complex \$8M+ project that required approvals, ROW certification, and a high level of coordination with Caltrans, the College of Alameda, and various developers who built the Alameda Landing and other projects along Willie Stargell Avenue.

Of most relevance to this contract, we first started surveying on projects for the City of Alameda in 2005, and we’ve had an On-Call Civil and/or Survey contract off and on with the City over these past two plus decades. Sanbell has surveyed throughout Alameda on City projects, facilities for the Alameda Housing Authority, as well as private client projects at the former Naval Air Station Alameda, a private school, residential housing sites, and multiple commercial properties. Our survey work in Alameda includes City Surveyor services, topographic surveys, construction staking, ALTA surveys, Right-of-Way (including Caltrans ROW), monitoring wells, and various design level surveys to support our engineering projects in Alameda.

Our current On-Call survey contract began in 2021, which led to us being selected for approximately 20 survey projects. We received positive feedback from the City regarding our work, which has led to repeat business under this contract. Overall, we’ve been selected for 37 civil/survey projects for the City of Alameda since 1999\* and have provided surveying services for 20 private projects in the City. Because our firm has been an On-Call consultant for the City on multiple occasions, we’ve had the opportunity to demonstrate our land surveying and engineering design capabilities and knowledge. We are very motivated to continue the relationship and track record of work we’ve produced for the City of Alameda. (\* includes subconsultant roles)

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Sanbell is a trusted consultant with proven experience in providing high-quality land surveying services for municipalities throughout the Bay Area. Below are the most compelling reasons why our team should be selected for this On-Call agreement: Why Choose Sanbell for This On-Call Agreement?

### Extensive On-Call Survey Experience

Sanbell holds **17 On-Call Survey contracts** with: Alameda, City of (20+ projects); American Canyon, City of: Antioch, City of; Brentwood, City of; Castro Valley Unified School Dist.; Concord, City of; Foster City, City of; Millbrae, City of; Pacifica, City of; Patterson, City of; Pinole, City of; San Bruno, City of; San Pablo, City of; San Rafael City Schools; South San Francisco, City of; Walnut Creek, City of (80+ projects); University of California, Berkeley (45+ projects)

### Experienced Leadership & Key Personnel

Our two lead licensed land surveyors, and our most experienced Party Chief, each have over 25 years of experience. Two of our other key survey personnel have at least 10 years of experience, and 50% of our survey department have spent their entire career working for Sanbell. One of our key Survey Team Members is also a Professional Engineer who was a Senior Civil Engineer (direct hire) for the City of Richmond.

### Track Record with Alameda

Alexander Fong, PLS, is our Principal in Charge and will be the day-to-day contact and Survey Manager for this contract. He has over two decades of experience surveying in the City of Alameda and Sanbell has worked on approximately 20 survey projects for the City of Alameda, plus and an additional 20+ private Alameda survey projects since 1999. The rest of our proposed survey team all have experience working on Alameda Survey projects. Alex Fong and Dave McMurdo managed the complex survey work for the Willie Stargell Avenue/Webster Street improvement project. Our other City experience includes projects for: Alameda Housing Authority, College of Alameda, and private projects at the former Alameda Naval Air Station, for a private school, Alameda Landing Commercial project, and a hotel. It is worth noting that Sanbell was selected for the last On-Call issued by the City of Alameda in 2021, and we've held other On-Calls with the City, and also project specific contracts over the past 25 years. Our team is even stronger in 2025, with more Alameda experience and greater capacity.

All of us at Sanbell are highly motivated to continue to our strong relationship with the City of Alameda and look forward to providing **World-Class** surveying services. Should you have any questions regarding this Proposal, please feel free to contact me directly at (925) 318-2040 or via email at [afong@sanbell.com](mailto:afong@sanbell.com).

Respectfully,




**Alexander Fong, PLS**

Principal in Charge

925.685.4569 | [afong@sanbell.com](mailto:afong@sanbell.com)

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we design  
**better**  
together.

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# About Sanbell

## We are Sanbell

Sanbell, formerly Bellecci & Associates (est. in 1983), is built upon a strong foundation of decades worth of enduring, intelligent infrastructure designed to make our communities better.

Our five founding firms: Bellecci, Sanderson Stewart, Summit Engineering, Coleman Engineering, and Jensen Design may have established roots thousands of miles apart, but we all share the enduring values which we hold dear today: honest hard work, integrity, grit, and a spirit of service.

With Sanbell, you have access to a large pool of industry experts and technical leads. This means more capacity for your projects.

## Services

Sanbell is a multidisciplinary design firm. We can provide the following Surveying Services:

- 3D/Laser Scanning
- ALTA Surveys
- Boundary Surveys
- Caltrans ROW
- City Surveyor
- Corner Records, Lot Line Adjust
- Control Surveys
- Construction Mgt. & Inspection
- Drone Imagery/ Surveys
- Elevation Surveys
- GPS Surveys
- Map Checks
- Monument Preservation
- Plats & Legal Descriptions
- Record of Surveys
- ROW Mapping
- Topographic Surveys

## Let’s Get Personal

We have been a fixture in Northern California Since 1983, with 17 current On-Call survey contracts, and an expansive portfolio of 630+ CIP projects for Cities, Towns, Counties, Districts, major Universities, and K-12 public schools.

Of most relevance to this contract, the Sanbell Bay Area Tea (Concord/Pleasanton) has been selected for approximately 20 survey projects for the City of Alameda\* and 20+ private Alameda survey projects since 2000. Our current On-Call contract with Alameda began in June of 2021. \* Includes projects for the Alameda Housing Authority and subconsultant survey roles between 2000-2025.

### CALIFORNIA | COLORADO | MONTANA | NEVADA

10

Offices

200

CSTP

100

Pros

ACROSS  
THE WEST

COOL, SMART,  
TALENTED PEOPLE

LICENSED/CERTIFIED  
PROFESSIONALS



Intelligent Infrastructure. Enduring Communities.



## Proposed Key Personnel

Sanbell has proposed the following highly experienced team members for this On-Call Survey contract. Detailed resumes are included later in this Proposal. Please note, all of our proposed local staff are based in our Concord, CA office located at 1390 Willow Pass Road, Suite 300, Concord, CA 94520. Note, all of Sanbell's survey team has Alameda survey experience.

**Alex Fong, PLS** – Survey Manager/ Principal | 30+ years experience (32 years with Sanbell)

*Role: Day-to-day contact. Will provide Project Management and oversee this on-call contract, delegate work, provide QA/QC review*

**Doug Crume, PLS** – Senior Surveyor | 30+ years experience (8 years with Sanbell)

*Role: oversees deeds and mapping records for boundary and easement resolutions. Performs map and plan checking duties. He also held a variety of survey roles for 20 years at PG&E and he is a licensed drone pilot.*

**David McMurdo** – Chief of Party | 29 years experience (29 years with Sanbell)

*Role: Leader of Survey Crew. He will be our lead field surveyor for this contract. He worked on the Willie Stargell Ave. /Webster St. Project.*

**Nate Sistoso** – Survey Technician II | 11 years experience (6 years with Sanbell)

*Role: Office Surveyor, manages fields crews and prepares topographic surveys and construction calcs. He has worked on several of our recent Alameda Survey On-Call projects.*

**Jason Bagley** – Chief of Party | 10+ years experience (2.5 years with Sanbell)

*Role: Leader of Survey Crew #2. He will be one of our Party Chiefs available for this contract. He has worked on several of our recent Alameda Survey On-Call projects.*

**Ken Cheng, PE** – Survey Apprentice/Rodman | 9.5 years experience (8.5 years with Sanbell)

*Role: Ken will leverage his engineering design experience to know exactly what data to collect from the field for high quality designs. He has worked on several of our recent Alameda Survey On-Call projects.*

**Daniel Takacs** - LSIT – Survey Technician III / Associate | 8.5 years experience (8.5 years with Sanbell)

*Role: performs mapping research, plat, legal and record mapping preparation. He has worked on several of our recent Alameda Survey On-Call projects.*

**Mike McMurdo** – Surveyor | 5 years experience (5 years with Sanbell)

*Role: He will be one of our Party Chiefs available for this contract and is the son of David McMurdo. He has worked on several of our recent Alameda Survey On-Call projects.*

## SCOPE OF SERVICES

### ON-CALL LAND SURVEYOR SERVICES

We understand the City of Alameda seeks the services of one or more outside organizations to provide Land Surveyor Services for the following scope of work tasks.

1. Aerial Mapping and Photogrammetry
2. ALTA Survey
3. As-Built Surveys
4. Boundary Surveys
5. Construction Staking
6. Final Map Review
7. Final Mapping
8. Flood Certifications
9. Global Positioning System (GPS) Surveys
10. LAFCO Mapping/Descriptions
11. Leveling Surveys
12. Lot Line Adjustments/Lot Mergers
13. Pothole of Existing Utilities
14. Preparation of Legal Descriptions
15. Processing with County Recorder's Office
16. Provision of Title Reports
17. Record of Survey Mapping/Corner Records
18. Research of Existing Utilities Information or Base Maps
19. Right-of-Way/Appraisal Mapping
20. Topographic Design Surveys

We have the capacity and technical ability to provide the necessary Land Surveyor Services to the City to **cover 27 of 29 the potential tasks** listed on this page **with Sanbell's in-house staff**. For Aerial Surveys (#1) and Underground Utility Locating (#13), we propose using two of our long time trusted Bay Area based subconsultants. 360 Aerial will be our Aerial Subconsultant\* and GeoTech Utility Locating\* will assist with underground utility locating surveys. (\* If needed).

Projects in past fiscal years have consisted primarily of:

1. Topographic base mapping for utility and building projects
2. Parcel and Tract map reviews
3. Records of survey
4. Easement plats and descriptions
5. Reviews of lot line adjustments, dedications, and easements
6. Survey and base map for bikeway
7. Lot mergers
8. Flood gauge locations for lagoon
9. Grant deeds and legal descriptions



# Alex Fong

## Principal Prof. Land Surveyor

### Professional Registration

Professional Land Surveyor, CA #9252

### Years Experience

- 32 (32 years with Sanbell)

### Role

- Survey Manager
- Manage and Schedule Survey Field Crew
- Resolve Field Survey Data & Right-of-Ways
- Oversee Basemap Development
- Stamp Final Topographic Survey
- Locate Property Lines
- Establish and Monitor QA/QC Program
- Records Search
- Boundary Resolutions
- Prepare Legal Descriptions

\* We were the civil and/or survey sub



Alexander is a highly experienced Professional Land Surveyor with over three decades of expertise in boundary resolution, topographic surveys, ALTA/ NSPS Land Title Surveys, GPS control, and construction surveying. He has led union field survey crews and has been the primary surveyor preparing all of Sanbell's Concord and Pleasanton office survey maps. He is well known in the industry for his ability to efficiently coordinate between owners, contractors, and builders, he ensures projects stay on schedule from initial mapping through final construction staking. His experience spans public and private sector projects, with a strong track record of delivering accurate, compliant, and high-quality survey data. Notably, Alexander has served as the PLS in Charge for several past and recent City of Alameda land surveying projects for Sanbell, including our first projects with the City - Tinker Avenue and Willie Stargell/Webster Street (SR 61) improvements.

### Experience

- City of Concord • Ellis Lake Park Improvements
- City of Cupertino • Linda Vista Trail
- City of Dublin • Fallon Park Expansion, Ph. 3\*
- City of Pleasanton • Bernal Park Ph2 Expansion\*
- City of San Bruno • City Park SD Channel Replace.
- City of Santa Clara • San Tomas/Monroe St. New Park\*
- City of Santa Clara • ADA in the ROW - Ph. I-IV
- City of Santa Clara • Guadalupe River/San Tomas Trails
- City of Santa Clara • Bowers Park Parking Lot Rehab
- City of Sunnyvale • Orchard Garden Park Exp.\*
- UC Berkeley • Botanical Gardens ADA Improvements
- UC Berkeley • Clark Kerr Campus Athletic Field Imp.
- UC Berkeley • Memorial Stadium New Turf/Utilities\*
- UC Berkeley • Piedmont Ave. Streetscape (Olmsted)

### Alameda/Other Local Experience

- Webster/Willie Stargell Improve. • City of Alameda
- Neptune Park Improvements • City of Alameda\*
- Tinker Avenue Improvements • City of Alameda
- Marina Village Parkway Survey • City of Alameda
- Mariner Square & Marina Vlg. Survey • City of Alameda
- Harbor Bay Ferry Terminal Parcel Survey • City of Alameda
- Alameda Map Ck. 11349 • City of Alameda
- Marina Village Parkway Survey • City of Alameda
- 420 Grand LLA • City of Alameda\*
- Alameda Hotel Design & Survey • Private Client
- H.A.R.D. • Palma Ceia Park Topo Survey
- Mission Blvd. Construction Staking • City of Hayward
- H.A.R.D. • ADA Paving Projects Pak 2 Topo Survey
- H.A.R.D. • Kenneth Aitken Center Topo Survey
- H.A.R.D. • Greenridge Park Property Line Survey
- City of Hayward • Mission Blvd. Construction Staking
- City of Hayward • Safe Routes to School 25-028



# Doug Crume

Prof. Land Surveyor

## Professional Registration

Professional Land Surveyor, CA #7059  
FAA Remote Pilot UAS #4953059

## Years Experience

- 31 (8 years with Bellecci)

## Role

- Professional Land Surveyor
- Coordination with Survey Field Crew
- Boundary, Easements, Monuments
- Involved with Basemap Development
- Resolve Field Survey Data
- Locate Property /ROW Lines
- Records Search
- Implement & follow Sanbell QA/QC Program

\* We were the Civil and/or Survey Subconsultant



Doug Crume is a Senior Level firm Surveyor who we are glad returned to Bellecci in 2023. His recent experience at Sanbell (formerly Bellecci) includes surveying for pavement rehabilitation, utilities, park facilities, and complete streets projects throughout the SF Bay Area. He has over three decades of experience that will benefit the District because of his exceptional background and knowledge with boundary surveys, topographic surveys, and complicated mapping projects for PG&E and the SMART train corridor in Sonoma County. He also is a FAA licensed drone pilot with a surveyor's technical knowledge that allows him to maximize drone technology. Doug also has recently been providing surveying services to the City of Alameda under our On-Call agreement.

## Experience

- 2023 Water Main Replacement • City of Martinez
- 2022 Sewer & Water Water Main • City of Millbrae
- 2022-23 Street Rehab Project • City of San Bruno
- Acting City Surveyor (2024) • City of Millbrae
- Galindo Street Pavement Rehab • City of Concord
- Harbor Bay Ferry Terminal Parcel • City of Alameda
- Jefferson Union HS Dist. • Jefferson HS Topo Survey
- Lot 48 Easement Review • City of Alameda
- Miramonte Ave. Corridor Imp. • City of Mountain View
- Mission Blvd. UUD Project • Alameda Co. PW
- Mission Blvd. Improve. Ph3. Staking • City of Hayward
- Monument Blvd. Pavement Rehab • City of Concord
- Sidewalk Gap Closure • City of Cotati
- Pacific Flyway Nature Center • Private
- Trillium Lane Trail Survey • City of San Mateo
- Villa Terrace/Bellevue Ave. Project • City of San Mateo
- Virginia St./Parker Sewer Rehab • City of Berkeley

## Other Experience (PG&E)

- Windsor Substation • Land Technician
- Santa Rosa Land Mgt. Office • Land Technician
- North Coast Division • Chief of Party

## Alameda/Other Local Experience

- Harbor Bay Ferry Terminal Parcel • City of Alameda
- Alameda 2023 Plat & Legal • City of Alameda
- Cert. of Compliance Survey • City of Alameda
- 420 Grand LLA • City of Alameda
- Map Check 8570 • City of Alameda
- Map Check & ROW 8696 • City of Alameda
- Lot 48 Easement • City of Alameda
- Alameda Hotel Design & Survey • Private Client
- Beach Volleyball Complex • UC Berkeley



# Danniell Takacs

## Survey Technician III

### Professional Registration

Land Surveyor in Training, CA #8999

### Education

BA: Geography  
California State University, Chico

### Years Experience

- 8.5 (8.5 years with Bellecci)

### Role

- Computations for Survey Plat & Record Plat Preparation
- Maintain Client Contacts
- Boundary Analysis Calculations
- Layout of Final Maps
- Assist Land Surveying Manager in With Budgets & Schedules
- Prepare Cutsheets Using Field Data
- Associate, Firm Leadership

\* We were the Civil and/or Survey Subconsultant



Daniel has proven himself to be a dependable Survey Technician and company leader for Sanbell. He first started with the firm in 2016 and has been a lead survey technician on some of our most important projects. He was promoted to a firm Associate due to his outstanding technical knowledge, performance, and professionalism on a wide variety of projects. Of most relevance to this contract, Daniel has recent and relevant local surveying experience for this project. Local clients he's worked for included - the Cities of Alameda, Albany, Berkeley, Hayward, H.A.R.D., as well as Alameda County Public Works and the prestigious University of California, Berkeley campus.

### Bicycle/Ped Safety/Complete Streets

- E. 14th St. Complete Streets/Class IV • Alameda Co. PW
- Contra Costa Blvd. Complete Streets • Pleasant Hill
- Laurel Street Record of Survey • City of Los Altos
- Peery Park Transportation Improve. • City of Sunnyvale
- Santa Clara ADA ROW Citywide Imp. • City of Santa Clara
- Saratoga Ave. Complete Streets • City of Saratoga
- Stevens Creek Blvd. Class IV Bike Lanes • Cupertino
- UVA Creekside (Albany) Record of Survey • UC Berkeley

### Buildings

- Police Headquarters Building Topo • City of San Pablo
- Vandengate Subdivision • Private
- North Field Athletic Building Topo. Survey • UC Berkeley
- Bechtel Engineering Ctr. Renovation • UC Berkeley

### Utilities

- 2023 Wtr. Main Improvement • City of Martinez
- Whitman Rd. Sewer Improve. • City of Concord
- Structural Reach Sewer ROW Survey • City of Los Altos
- Fairview Waterline CIP # 592-59202 • City of Brentwood

### Alameda/Other Local Experience

- ADA Curbs 2024 • City of Alameda
- Harbor Bay Parkway ALTA • City of Alameda
- Cert. of Compliance Survey • City of Alameda
- Alameda Hotel Design & Survey • Private Client
- Tentative Map 11378 Review • City of Albany
- ADA Paving Projects Pak 2 Topo Survey • H.A.R.D.
- Mission Blvd. Construction Staking • City of Hayward
- Safe Routes to School 25-028 • City of Hayward
- 7th St. Complete Streets\* (Oakland) • Toole





# Nathaniel Sistoso

## Survey Technician II

Nathaniel is a an efficient and reliable professional who has an outstanding work ethic and consistently seeks professional development to improve his surveying knowledge. He is attentive on project delivery and is skilled at handling multiple tasks under time constraints. Nathaniel works well independently, as well as leading team members. His expertise includes AutoCAD Civil3D drafting and 3D Scan & Aerial Point Cloud data processing. He also provides local IT assistance to other Sanbell staff as needed.

### Education

Bachelor of Science, Computer Engineering  
California State University, East Bay  
(Hayward)

### Years Experience

- 11 (6 years with Bellecci)

### Certifications

- PACP/MACP/LACP: NASSCO, #U-116-07002518<sup>^</sup>
- AutoCAD Civil 3D Certified: CAD Masters

<sup>^</sup> expired

### Role

- Lead Office Surveyor
- Coordination with Survey Field Crew
- Client Coordination
- AutoCAD Drafting
- Project Control Setup
- Monuments
- Records / Map Research
- Follow Sanbell QA/QC Program

\* We were the Civil and/or Survey Subconsultant

### Experience

- City of Los Altos • Jardine Sidewalk Topo
- City of Mtn. View • Crittenden/Shoreline Pave Rehab
- Napa, County of • Silverado Trail Intersection Improve.
- City of Pleasanton • Stanley Blvd. Rule 20\*
- City of Pleasanton • Bernal Park Ph 2 Expansion\*
- City of San Bruno • City Park SD Channel Replacement
- City of Santa Clara • Bowers Park Parking Lot Rehab
- City of San Leandro • Siempre Verde Park Improve.\*
- San Mateo Co. Parks • Memorial Park Water/WTP
- City of Suisun City • Pedestrian Safety Enhancements
- City of Sunnyvale • Orchard Garden Park Exp.\*
- City of Sunnyvale • Fair Oaks Park Parking Lot Rehab\*
- UC Berkeley • Pool Retaining Wall Improvements
- UC Berkeley • Barrows Hall ICCS Improvements

### Local Experience

- City of Alameda • Neptune Park Improvements
- City of Alameda • Harbor Bay Ferry Terminal Topo
- H.A.R.D. • ADA Paving Projects Pak 2 Topo Survey
- H.A.R.D. • Greenridge Park Property Line Survey
- H.A.R.D. • Ward Creek/Memorial Trail Damage Repair\*
- City of Hayward • Mission Blvd. Construction Staking
- City of Hayward • Safe Routes to School 25-028



# Dave McMurdo

## Party Chief

### Professional Registration

Chief of Party

### Years Experience

- 29 (29 years with Bellecci - now Sanbell)

### Role

- Primary Field Survey Crew
- Locate Benchmarks
- Survey Data Collection
- Maintain Field Notes
- Close Coordination with Survey Manager & Technician/s

\* We were the Civil and/or Survey Subconsultant



David first started with Bellecci close to three decades ago as a field surveyor and ascended to the position of Party Chief with Engineers and Operators Local 3. Over the past 29+ years, he has surveyed in extremely diverse and challenging locations, including waist deep bodies of water, on active railways, in marinas, along State Routes, in downtown shopping districts, at major universities, in City/rural parks, and K-12 campuses, military bases, and in locations with pollutant or contaminant sources. David's role will be to collect field data such as visible utilities, as well as, location of structures, monuments, and site feature elevations needed to create topographic and other field surveying tasks. Dave also worked on our first projects with the City - Tinker Avenue and Willie Stargell/Webster Street (SR 61) improvements, as well as the majority of the task orders from our current On-call with Alameda.

### Experience

- Bernal Park Expansion • City of Pleasanton
- Boalt Hall Parking Lot Improvements • UC Berkeley
- Botanical Gardens Parking Lot • UC Berkeley
- Dublin Blvd. Sports Field Parking Lot • City of Dublin
- Lawrence Hall of Science Parking Lot • UC Berkeley
- Maxwell Family Field Parking Garage\* • UC Berkeley
- San Tomas/Monroe St. Park Pkg. Lot\* • Santa Clara
- SF Water Dept. (Burlingame) Parking Lot\*
- Sustainable Parking Lot #F • UC Merced
- Vasco ACE Train Station Parking Lot • City of Livermore
- Webster St. (SR 61)/Willie Stargell Imp. • City of Alameda

### Alameda/Other Local Experience

- Webster/Willie Stargell Improve. • City of Alameda
- Neptune Park Improvements • City of Alameda\*
- Tinker Avenue Improvements • City of Alameda
- Marina Village Parkway Survey • City of Alameda
- Mariner Square & Marina Vlg. Survey • City of Alameda
- Harbor Bay Ferry Terminal Parcel • City of Alameda
- Alameda Map Ck. 11349 • City of Alameda
- Marina Village Parkway Survey • City of Alameda
- 420 Grand LLA • City of Alameda
- Esperanza Parking Lot • Alameda Housing Authority
- Independence Plaza Pkg. Lot • Alameda Housing Auth.
- Alameda Hotel Design & Survey • Private Client
- Blanding Ave. • Private LID Parking Lot\* • Alameda, CA
- H.A.R.D. • Palma Ceia Park Topo Survey
- Mission Blvd. Construction Staking • City of Hayward
- City of Hayward • Mission Blvd. Construction Staking
- H.A.R.D. • Kenneth Aitken Center Topo Survey
- H.A.R.D. • Greenridge Park Property Line Survey
- H.A.R.D. • Palma Ceia Park Topo Survey
- H.A.R.D. • Ward Creek/Memorial Trail Damage Repair\*



# Jason Bagley

**Party Chief / Survey Technician III**



Mr. Bagley is an extremely valuable and versatile Surveying Professional. He has the ideal combination of office experience, combined with in the field surveying expertise gained from his role as one of our Party Chiefs. In addition to being a high performing professional in our Survey Department, he also bring public works inspection knowledge to this contract. Having experience with project delivery from the preliminary mapping stages, through final construction gives Jason an exceptional background for his role. He is familiar with a variety of different surveying software and field equipment including, Trimble and Topcon, and he is proficient with AutoCAD. He has more than a decade of experience utilizing estimation and take off software including Bluebeam, AGTEK, and MS Office. His background includes recent work as a Survey Manager.

## Professional Registration

Land Surveyor in Training

## Education

So. Union Community College, Opelika, AL  
Faulkner University, Auburn University, AL

## Years Experience

• 10+ (2.5 years with Bellecci)

## Role

- Lead Field Crew - as Needed
- Review Computations for Plat & Record Plat Preparation
- Establish & Maintain Client Contacts
- Boundary Analysis Calculations
- Layout of Final Maps, Parcel Maps & Records of Survey
- Draft Legal Descriptions & Layout Exhibit Maps
- Assist Land Surveying Manager in Preparation of Budgets & Schedules
- Prepare Cutsheets Using Field Data

\* We were the Civil, and/or Survey subconsultant

## Bicycle/Ped Safety/ Complete Streets

- ADA in ROW Ph. I-IV Imp • City of Santa Clara
- C. Costa Blv. Complete Streets • City of Pleasant Hill
- Cycle 10 RRFBs • City of Suisun City
- Downtown Bike/Ped. Imp • City of Concord
- Mission Blvd. Complete Streets Ph. 3 • ACPWA
- PDA Downtown Improvements • City of Campbell
- Palm/Willow Av. Sidewalk Gap Closure • City of Hercules
- Ped. Controlled Crosswalks • City of Patterson
- Poplar Ave. Sidewalk Gap Closure • City of Sunnyvale
- Transit Mobility Hub (Suisun City) • Solano Transp Auth.

## Pavement

- Cleveland Ave. Pavement Rehabilitation • City of Albany
- Marin Ave. Pavement Rehabilitation • City of Albany
- Meadow Ln/Market St. Pavement Rehab. • City of Concord
- St. Francis Dr. Pavement Rehabilitation • City of Petaluma
- West Circle Pavement Rehab • UC Berkeley

## Utilities/Storm Drainage

- Ave. 3-1 Water/Sewer Improvements • City of San Bruno
- Crow Canyon Rd. Storm Repairs\* • ACPWA
- Fairview Waterline CIP#592-59202 • City of Brentwood
- Green Infra./SD Drainage • City of Suisun City
- Transit Mobility Hub Storm Drain • Solano Transp. Auth.
- Virginia/Parker St. Sewer Rehab • City of Berkeley

## Alameda/ Other Local Experience

- Marina Village Parkway Survey • City of Alameda
- Sea View Parkway Erosion Control • City of Alameda\*
- New Alameda Hotel Design & Survey • Private Client
- H.A.R.D. • Palma Ceia Park Topo Survey
- Mission Blvd. Construction Staking • City of Hayward



Organization Chart



Name	Title	Years Exp.	Avail.
Alexander Fong, PLS	PIC, Prof. Land Surveyor II	31+	35%
Doug Crume, PLS	Prof. Land Surveyor II	30+	40%
David McMurdo	Chief of Party	29	50%
Jason Bagley, LSIT	Chief of Party	10+	25%
Ken Cheng, PE	Field Surveyor, Prof. Eng I	10	25%
Nate Sistros	Survey Technician II	11	40%
Daniel Takacs, LSIT	Survey Technician III	8	40%
Michael McMurdo	Field Surveyor	5	50%
Thomas Massey	Field Surveyor	3.5	50%

Sanbell

## Contract Understanding

As will be demonstrated by this Proposal to the City, Sanbell has decades of City Surveyor experience for Cities, Counties, and other public sector agencies throughout Northern California. In addition to our own substantial client list, Sanbell also has been selected by very large, top national and regional engineering firms to be their small business surveyor on large multi-million dollar transportation projects for the Alameda CTC, Alameda County, and the State of California Department of Water Resources.

We understand the City is seeking well-qualified firms like Sanbell to provide responsive and high caliber on-call surveying services in following established surveying industry standards. The potential projects will follow City of Alameda Survey Standards and may include:

1. **Aerial Mapping and Photogrammetry** – Utilizing advanced aerial surveying techniques for mapping and topographic analysis.
2. **ALTA Survey** – Conducting surveys that meet ALTA/NSPS standards for commercial transactions and due diligence.
3. **As-Built Surveys** – Documenting existing site conditions post-construction.
4. **Boundary Surveys** – Establishing property boundaries in compliance with legal and regulatory standards.
5. **Construction Staking** – Providing precise location markings for construction activities.
6. **Final Map Review** – Evaluating final maps for conformance with local and state regulations.
7. **Final Mapping** – Preparing and submitting final survey maps for approval and recordation.
8. **Flood Certifications** – Conducting elevation assessments and preparing FEMA-compliant flood certifications.
9. **Global Positioning System (GPS) Surveys** – Employing GPS technology for high-accuracy spatial data collection.
10. **LAFCO Mapping/Descriptions** – Preparing mapping and descriptions for Local Agency Formation Commission (LAFCO) applications.
11. **Leveling Surveys** – Conducting precise elevation surveys for engineering and construction projects.
12. **Lot Line Adjustments/Lot Mergers** – Assisting in property boundary modifications and consolidation.
13. **Pothole of Existing Utilities** – Locating and verifying underground utilities.
14. **Prep. of Legal Descriptions** – Drafting accurate legal descriptions for property transactions & easements.
15. **Processing with County Recorder's Office** – Filing and recording necessary survey documents.
16. **Provision of Title Reports** – Coordinating title research and document retrieval.
17. **Record of Survey Mapping/Corner Records** – Preparing and filing survey records and corner certificates.
18. **Research of Existing Utilities Information or Base Maps** – Gathering and compiling utility and base map data.
19. **Right-of-Way/Appraisal Mapping** – Preparing right-of-way and appraisal maps for property acquisitions.
20. **Topographic Design Surveys** – Conducting detailed topographic surveys to support design and engineering projects.

## Overview And Assumptions

The methodology proposed by Sanbell (Surveyor) for the City Surveying Contract, should our team be selected, will generally follow the approach outlined below.

All work will be performed under the direction of a licensed land surveyor from Sanbell, in compliance with the Professional Land Surveyors Act, or by a licensed engineer authorized to perform land surveying work and registered with the State of California.

All services related to the review of maps will be conducted in conformance with the Subdivision Map Act, the Land Surveyors Act, City Standards, manuals, ordinances, and any other applicable regulations. Sanbell will use its own equipment and office space to perform all work associated with the City contract. We assume that the work will be carried out from our office located in Concord. Sanbell can also provide pick-up and delivery services as required. The final scope of work will be negotiated with the City. Below is a general outline of the proposed scope of work and approach for the City's land surveying services.

# Scope of Work

## Planning & Research

The project's office survey staff will conduct thorough research to determine the most cost-effective and safe approach to completing the survey. This planning will include establishing the project control network layout, assessing street access and parking, determining field crew size, and identifying necessary safety measures. Boundary surveys will involve researching the subject property and adjacent properties. Preliminary title reports may be required to complete boundary surveys and locate both existing and proposed easements. The professional land surveyor will obtain approval from business/homeowners or occupants to access private properties or easements to collect necessary survey data.

## Project Control

Initial project control will be set using GPS, calibrated with City horizontal control points or local NGS monumentation, including NAD 83 & NAVD 88 California coordinates. Sanbell may also reference National Geodetic Survey Continuously Operating Reference Stations (CORS) to check or refine the processed coordinate data. Vertical elevations will be established on new horizontal control points using digital level loops, based on vertical benchmarks referenced by the City.

## Field Surveys

Field crews will use Trimble S7 Robotic Total Stations to perform traverse line surveys and collect data for street and easement boundary/topography surveys. Each traverse loop will be closed and checked for systematic errors in the field. The data collection for traverses and topography will be downloaded daily, along with field crew interviews. All field personnel will wear safety vests, and signage and traffic cones will be used for safety. For work on busy arterial streets, a two-person field crew will be used, with an accompanying flagman for traffic control.



## Construction Staking

Sanbell utilizes both one-person and two-person construction staking field crews to provide the best in construction staking practices. Our crews are members of Operating Engineers Local 3 Union and are experienced with modern survey techniques used by general contractors in California. Field crews maintain 40-hour Hazmat training and are certified to work in railroad environments. They also wear OSHA-approved clothing and are regularly briefed on safety and survey procedures during Sanbell's quarterly tailgate meetings.

## ALTA surveys, Boundary Descriptions and Plats

Sanbell surveyors will conduct a comprehensive field boundary survey of the designated site or property to establish, identify, and verify the location of survey monuments of record. These monuments, which may include physical markers such as metal rods, iron pipes, or concrete monuments, serve as key reference points in determining the precise legal boundaries of the property. Our field surveyors will employ advanced survey equipment, such as GPS receivers, total stations, and electronic distance measurement tools, to accurately locate these monuments and ensure the boundary lines are precisely established.

The field survey will not only delineate the project's property boundaries but also document any existing easements—both recorded and unrecorded—that may affect or encroach upon the property. This includes utility easements, access easements, and other rights-of-way that could impact the use or development of the land. Our team will also examine adjacent properties to ensure that boundary lines are clearly defined and will verify any discrepancies in the location of fences, roads, or other features that might indicate potential boundary conflicts. In addition to fieldwork, Sanbell will utilize the Preliminary Title Report (PTR) provided by

## Scope of Work

the client to verify the property's legal description and identify any recorded easements or encumbrances. The PTR is an essential tool in this process, as it provides a comprehensive view of the property's legal status, including the location of any liens, rights-of-way, or other restrictions that may impact the boundary. Based on this report and our field data, Sanbell will generate a fully resolved boundary survey, complete with accurate boundary descriptions and plats.

The resulting survey will include detailed maps, illustrations of the property's legal boundaries, adjacent properties, any recorded easements, and street improvements such as curbs, sidewalks, and utilities. This survey will serve as an essential document for property owners, developers, architects, and legal professionals, offering clarity on the exact boundaries and easements that govern the property. Additionally, all relevant easements of record will be analyzed and plotted to ensure that all applicable legal rights and restrictions are properly documented and accounted for.

### Preparation of Final Maps, Records of Survey, Corner Records, and Lot Line Adjustments

Sanbell will provide comprehensive services in the preparation and processing of Final Maps, Records of Survey, Corner Records, and Lot Line Adjustments. Our team will ensure that all maps and records adhere to the California Subdivision Map Act, Land Surveyors Act, and local municipal requirements. The preparation of Final Maps will involve precise boundary resolution, integration of surveyed data, and coordination with City and County agencies to ensure compliance. Records of Survey and Corner Records will be meticulously prepared to document boundary retracement, newly established survey monuments, and legal property delineations. Lot Line Adjustments will be facilitated through in-depth research, field verification, and preparation of necessary documentation, including legal descriptions and plat maps. Our team will work closely with City officials and property owners to ensure all documentation is accurate, complete, and submitted in a timely manner for approval and recordation.

### Drone Surveys

Sanbell utilizes cutting-edge drone technology for aerial surveys, led by two FAA-certified surveyors who are licensed to operate unmanned aerial vehicles (UAVs) for surveying purposes. Our team uses the DJI Mavic II Pro drone, a high-performance UAV equipped with a powerful camera capable of capturing high-resolution imagery and video from various angles and altitudes. To process and analyze the data collected during these flights, we employ Pix4D, a sophisticated photogrammetry software that creates accurate 3D models, orthophotos, and digital surface models (DSMs) from the drone's imagery.

This technology enables us to conduct comprehensive aerial surveys of site conditions, which is especially useful for large or difficult-to-access areas where traditional survey methods may be time-consuming, costly, or impractical. Drone surveys are ideal for capturing a wide range of data, including topography, infrastructure conditions, vegetation mapping, and other critical features of the site. Additionally, we can use drones to document historical imagery, providing valuable before-and-after comparisons for ongoing or completed projects. The combination of experienced FAA-licensed operators and advanced drone and software tools allows Sanbell to deliver precise, reliable, and cost-effective survey data, enhancing our ability to meet the City's surveying needs while ensuring the highest standards of safety and efficiency. Drone surveys also offer the advantage of reducing the need for extensive fieldwork, minimizing disruptions to the surrounding area, and providing clients with rapid data delivery for informed decision-making.

### Map Checks

Sanbell will check parcel maps, final record of survey maps, and subdivision maps as directed by the City. This work will involve verifying submitted maps and corner records for completeness, accuracy, and compliance with State, County, and City guidelines, ordinances, and professional standards.

### Lot Line Adjustments

Sanbell will review complete lot line adjustment applications for compliance with City standards, in consultation with the City planner, public works director, and/or city engineer. Sanbell will review submitted plat maps, property lines, easements, and adjacent City rights-of-way.



# Scope of Work

## Plat Map

Sanbell will review the map to confirm the correct location of existing structures and hard surface areas that are proposed to remain.

## Plot Plan/Site Plan

Sanbell will review the plot plan to ensure it is at the correct scale and complies with the City's Zoning Code. The Surveyor will verify that structures, hardscape surfaces, and landscape areas are shown and properly labeled. Setback dimensions from proposed property lines to structures will also be provided, along with a north arrow.

## Deed

The survey will confirm that the deed provided by the property owner(s) accurately describes the subject property.

## Graphic Calculations

Sanbell will review graphic calculations for lot line adjustments to ensure they comply with the City's submittal standards.

## Office Survey Approach

The office Survey Coordinator will meet with each field crew chief at the end of the workday to review the day's operations. The coordinator will collect survey notes from the field and provide a briefing for the following day's survey work. The Survey Coordinator or the Professional Land Surveyor will review daily downloads for feature code errors and check raw data files for traverse discrepancies. All traverse closures must meet a minimum ratio of 1:10,000. Least squares adjustments will be made, constrained to the new horizontal/vertical project control points within Trimble Business Center software. The professional surveyor will review the deliverable data daily and provide weekly updates to the Principal in Charge and the City project contact.

## Completion of Assignments

Sanbell performs 90% of our On-Call assignments from our Concord office. For design and survey services, CAD drawings and computer processing are done from this office. Our engineers, survey staff, and construction management teams are equipped with cell phones and/or internet access, enabling them to communicate directly with project managers and City staff while in the field.

## Response Time

Sanbell has structured our company to respond quickly to On-Call agreements, which is one of the reasons we have 18 active municipal clients who regularly call us for On-Call services, often on short notice. On-Call projects often require delivery within 24-48 hours of initial contact. This quick turnaround distinguishes On-Call projects from conventional projects. Sanbell's standard office turn-around time for survey services is 16 business hours, with construction staking requiring 24 hours from notice to proceed and 8-16 work hours for other survey requests.

## Availability

We can deploy up to four survey crews, supported by fully equipped work trucks and state-of-the-art equipment. While we request 48 hours of advance notice, we can mobilize crews with a minimum of 24 hours' notice. Our crews are available for overtime and weekend work as needed.

## Reliability

At Sanbell, our commitment to reliability is rooted in the experience and expertise of our team, many of whom have been with the company for a significant portion of their careers. This continuity and depth of experience allow us to deliver consistent, high-quality service to our clients, ensuring that projects are completed on time, within budget, and to the highest professional standards.

Our team's reliability is bolstered by the longevity of key personnel. Two of our Professional Land Surveyors have been with Sanbell for over 25 years, bringing decades of combined experience in land surveying and project management. This long tenure has fostered a deep institutional knowledge of surveying best practices, regulatory requirements, and the unique needs of our municipal clients. Their expertise allows us to navigate

## Scope of Work

complex surveying challenges with confidence and precision, ensuring that even the most demanding projects are handled with the utmost care and attention to detail.

Our experienced staff is further supported by a strong work culture that prioritizes accountability, communication, and client satisfaction. We maintain a low turnover rate, which ensures that our clients work with familiar, trusted professionals who understand their specific needs and expectations. This continuity also helps us provide better consistency in service delivery, reducing the risks often associated with staff turnover and providing clients with the assurance that they will receive the same high level of service across all phases of their projects. Sanbell's reputation for dependability is also reinforced by our proactive approach to problem-solving and our commitment to meeting deadlines, no matter how tight. Our clients can trust that we will always strive to exceed expectations, providing reliable results and responsive service throughout the lifecycle of the project.

### Survey Equipment

- 1 Trimble SX10 Scanner
- 4 Trimble R10 GNSS GPS Receivers with TDL 450H 35W radio
- 2 Trimble 5700 GPS Receivers
- Real-time GPS network subscription
- 2 Trimble TSC5 data collection systems with Trimble Access
- 2 Trimble TSC7 data collection systems with Trimble Access
- 1 Trimble TSC3 data collection system with Trimble Access
- 2 Trimble S6 Robotic Total Stations (one with DR Plus Vision)
- 1 Trimble Dini Digital Level (0.7mm)
- Trimble Business Center Software
- AutoCAD Civil 3D version 2023
- Traverse PC office software
- 3 survey trucks (fully equipped for 2-man crews)
- Canon iPF760 image PROGRAF Color Plotter
- High-resolution color scanner

### Location of Survey Staff and Office

Sanbell's survey office is located in Concord. All survey requests and projects are handled through this office:

1390 Willow Pass Road, Ste. 300  
Concord, CA 94520  
Tel: 925-685-4569



# City & Public Agency CIP Experience

## Municipal CIP Experience

Sanbell are known as On-Call & CIP specialists who have been selected for 35+ On-Calls. Below is a summary list to help demonstrate our broad depth of experience gained from over 630 public sector jobs.

Public Sector Client	Noteworthy Design/Survey Projects	# Projects	Years
Alameda Co. PW	Complete Streets/Corridor Imp. (\$17M+), RRFB, Medians, Pavement Rehab, Utilities, Rule 20, Sidewalks, Surveying	23	2016-24
<b>Alameda</b>	<b>Various Surveying &amp; Design Projects. State Route &amp; New Road Intersection / Complete Streets (\$8M)</b>	<b>30+</b>	<b>1999-24</b>
Albany	Asset Inventory, Pavement Rehab, Plan Check, City Eng. (Acting)	3	2021-24
<b>Antioch</b>	<b>Surveying, Soundwall Design</b>	<b>5</b>	<b>2021-24</b>
Berkeley	Retaining Wall, Storm Water, Street Lights, Evacuation Study, Complete Streets, Sanitary Sewer, Streetscapes	7	2019-24
<b>Brentwood</b>	<b>Brentwood Blvd. Medians*, Corner Records, Const.. Staking, Legals, Lot Line Adjustment, Overlay, Pavement, Road Extension, Water Plans, Topo, Legals, Plats, Corner Record, Const. Staking</b>	<b>40+</b>	<b>1999-24</b>
Cal State East Bay	Culvert / Storm Damage Repair	2	2023
<b>Concord</b>	<b>ADA, Bank Stab., Parks, Pave. Rehab, Restrooms, Sidewalk/ Driveways, Ped/Bike Safety, Survey, CM/Insp., Legals, ROW, Elev Cert, Const. Staking, Topographic</b>	<b>24</b>	<b>2006-24</b>
Hercules	Pavement, Sidewalk, ADA Curbs, Trail, + CM/Inspection	17	2016-23
<b>Los Altos</b>	<b>Sanitary Sewer, Pavement, Storm Drain. Inspect. for: Sewer, SD, Building Expansion (Site imp), Pavement Rehab, Parking Lots</b>	<b>27</b>	<b>2015-24</b>
Oakley	Pavement, Water, Sewer, Road Widening, Bus Stops, Sign Inventory, Complete Streets	13	2006-24
<b>Millbrae</b>	<b>Sewer, Water, SD, Pavement, + CM/Insp., Slope Stab., Medians</b>	<b>56</b>	<b>2006-24</b>
Mill Valley	ADA, Storm Drain, Sewer, Pavement, Slope Stabilization, Retaining Walls, Emergency Repairs, SRTS + CM/Inspection.	22	2006-23
<b>Mountain View</b>	<b>Ada Curb Ramps, Sidewalks, Pavement Rehab, Ped/Bike Safety, Complete Streets</b>	<b>7</b>	<b>1997-24</b>
Redwood City	\$8M Complete Streets, UUD/Rule20, SRTS, Inspection, Survey, Intersection, RRFB, Bulbouts	12	2011-24
<b>San Carlos</b>	<b>Pavement, Traffic Calming, Retaining Wall, CM/Inspection, RRFB, HAWK, Bulbouts</b>	<b>25</b>	<b>2019-24</b>
San Jose RDA	Curb ramps, sidewalk, parking lots, parks, pavement, streetscapes, misc. on-call	114	'99- 12
<b>San Mateo</b>	<b>Pavement, Surveying, Slurry Seal, Bike/Ped Gap Closure</b>	<b>11</b>	<b>2003-24</b>
San Pablo	Survey, Complete Streets, R20, Sidewalks, Curb/Guttee, Gateway	3	2016-23
<b>San Rafael</b>	<b>Storm Drain, CM/Insp.: Pave. Rehab/ADA Lucas Vly Rd. @101</b>	<b>2</b>	<b>2020-23</b>
Solano Transp. Authority	SR-12 Medians, Transit Hub Parking Lots	3	2021-23
<b>Suisun City</b>	<b>Pavement, Surveying, Bike/Ped/SRTS, New Road, Green Infrastruct, Trash Capture</b>	<b>11</b>	<b>2003-24</b>
UC Berkeley	Utilities, Sidewalk/ADA, Steam, Pavement, Parking Lots/ Garage, Studies, SD, Athletic Fields/Stadiums, Surveying, Roads	107	2010-25
<b>Walnut Creek</b>	<b>City Surveyor + ADA, Sidewalk/Bulbouts, Map Checks, Topo Survey</b>	<b>82</b>	<b>2011-24</b>

632 jobs

\* We were the civil/survey subconsultant

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# Survey Projects List (Representative)

JOB #	CLIENT	DESCRIPTION	TYPE
240058	SARATOGA, CITY OF	SARATOGA AVE SIDEWALK TDA	SURVEY & MAPPING
240055	ALAMEDA, CITY OF	TRACT 8711 THE FOUNDARY MAPCHECK	SURVEY & MAPPING
240051	ALBANY, CITY OF	CITY OF ALBANY TENTATIVE PM 11378 REVIEW	SURVEY & MAPPING
240049	DISNEY CONSTRUCTION INC.	MILLBRAE OUTFALL PROJ. PIPELINE STAKING	SURVEY & MAPPING
240046	FOSTER, CITY OF	EASEMENT REVIEW	SURVEY & MAPPING
240045	UC BERKELEY	UCB SEWER INVERT STUDY	SURVEY & MAPPING
240038	UC BERKELEY	UC VILLAGE TOPOGRAPHY	SURVEY & MAPPING
240034	HAYWARD PARK & REC DISTRICT	HARD GREENRIDGE PARK PROPERTY LINE	SURVEY & MAPPING
240031	UC BERKELEY	CAL BEACH VOLLEYBALL COMPLEX	SURVEY & MAPPING
240030	ALAMEDA, CITY OF	TRACT 8696 FINAL MAP REVIEW	SURVEY & RIGHT OF WAY ALTA
240024	PARAGON SPORTING LLC	CONCORD PICKLEBALL COURTS	SURVEY & MAPPING
240018	ALAMEDA, CITY OF	LLA 24-0001	SURVEY & MAPPING
240015	UC BERKELEY	GREEK THEATER PLAZA SURVEY	SURVEY & MAPPING
240013	MILLBRAE, CITY OF	959 EL CAMINO REAL MAP CHECK	SURVEY & MAPPING
240012	UC BERKELEY	UC BOTANICAL GARDENS	SURVEY & MAPPING
240011	SAN MATEO, CITY OF	CITY OF SAN MATEO SLURRY SEAL PROJECT 3A	SURVEY & MAPPING
240004	HKIT	ST RAYMOND FOOD BANK CHAPEL DOOR	SURVEY & MAPPING
240003	ALAMEDA, CITY OF	HARBOR BAY FERRY TERMINAL PARCEL	SURVEY & MAPPING
240002	ALAMEDA, CITY OF	MARINER SQUARE AND MARINA VILLAGE	SURVEY & MAPPING
240001	ALAMEDA, CITY OF	LOT 48 EASEMENT REVIEW	SURVEY & MAPPING
230145	ALAMEDA, CITY OF	BLANDING AVE LOT MERGER	SURVEY & MAPPING
230141	JEFFERSON UNION HIGH SCHOOL DISTRICT	TOPO SURVEY - JEFFERSON HIGH SCHOOL	SURVEY & RIGHT OF WAY ALTA
230000	DIALOG DESIGN	TOPO SURVEY - UCB POOL RENO	SURVEY & RIGHT OF WAY ALTA
230136	ALAMEDA, CITY OF	420 GRAND LLA REVIEW AND PL STAKING	SURVEY & MAPPING
230133.01	LAFAYETTE SCHOOL DISTRICT	TOPO SURVEY BURTON VALLEY KITCH MOD	SURVEY & MAPPING
230131	MILLER PACIFIC ENGINEERING GROUP	77 COUNTRY CLUB DR TOPO	SURVEY & RIGHT OF WAY ALTA
230130	WALNUT CREEK CITY	LAKEWOOD CIRCLE MAPCHECK	SURVEYING & MAPPING
230125	ALAMEDA, CITY OF	CITY OF ALAMEDA PLAT AND LEGAL REVIEW	SURVEY & MAPPING
230122	ANDERSON PACIFIC ENGINEERING	CITY OF MILLBRAE WPC BENCHMARK SURVEY	SURVEYING & ALTA
230121	QUESTA ENGINEERING	2929 SALVINO CT SLIDE REPAIR TOPO	SURVEYING & ALTA
230110	UC BERKELEY	UCB GREEK THEATER UPPER BOWL	SURVEY & MAPPING
230109	ALAMEDA, CITY OF	CITY OF ALAMEDA CERTIFICATE OF COMPLIANC	SURVEY & RIGHT OF WAY ALTA
230108	UC BERKELEY	UCB RESIDENCE HALLS TOPO FOR ACCESS	SURVEY & RIGHT OF WAY ALTA
230107	SAN CARLOS, CITY OF	SAN CARLOS TRAIL CONST. TRILLIUM LANE	SURVEY & RIGHT OF WAY ALTA
230105	CALPINE CORPORATION	CALPINE SCE EASEMENT PREPARATION	SURVEY & MAPPING
230103	HAGAR, GIL	1598 LONE OAK RD	SURVEY & MAPPING
230102	P2S	UCB CHEIT LANE ADA	SURVEY & MAPPING
230101	ALBANY CITY	PARCEL MAP REVIEW 11245	SURVEY & MAPPING
230098	UC BERKELEY	UCB BOTANICAL GARDENS GREENHOUSE DEMO	SURVEY & MAPPING
230097	DALY CITY	MONUMENT RESET DALY CITY	SURVEY & MAPPING
230095	UC BERKELEY	UCB GSPP #12824A	SURVEY & MAPPING
230094	ROYSTON HANAMOTO ALLEY & ABBEY	HIDDEN LAKES PROPERTY LINE LOCATION	SURVEY & MAPPING
230091	GLS LANDSCAPE	UCB STERN HALL COURTYARD TOPO SURVEY	SURVEY & MAPPING
230089	UC BERKELEY	UCB GOLDMAN SCHOOL ELEVATIONS	SURVEY & MAPPING
230086	ALAMEDA, CITY OF	CITY OF ALAMEDA MAPCHECK TRACT 8570	SURVEY & MAPPING
230085	HAYWARD CITY	MISSION BLVD CONSTRUCTION STAKING	SURVEY & MAPPING
230084	SARATOGA CITY	PROSPECT CENTER SIDEWALK CONST. STAKING	SURVEY & MAPPING
230076	FOSTER CITY	FOSTER CITY BEACH WALL	SURVEY & MAPPING
230067	U.C Berkeley	ADDITIONAL TOPO FOR ASRB PROJECT	SURVEY & MAPPING
230065	Albany, City of	PARCEL MAP 8681 MAPCHECK REVIEW	SURVEY & MAPPING
230064	Restoration Design Group	RDG MARSH CREEK TOPOGRAPHY	SURVEY & MAPPING
230062	ALAMEDA, CITY OF	ALAMEDA 2015 GRAND FINAL MAP TECH REV	SURVEY & MAPPING
230061	TOOLE DESIGN	TOOLE DESIGN 7TH ST OAKLAND TOPO	SURVEY & MAPPING
230060	CONCORD CITY	MONUMENT BLVD PAVEMENT REHAB PROJECT	SURVEY & MAPPING
230059	UC BERKELEY	RESIDENCE HALL 3 PRIESTLY HALL UNIT 3	SURVEY & MAPPING
230052	ALBANY CITY	1600 SOLANO AVE PLAN CHECK	SURVEY & MAPPING
230051	SHRIJI ALAMEDA CORP	HARBOR BAY PRKWAY SELF STORAGE ALTA	SURVEY & MAPPING
230050	ORINDA UNION SCHOOL DISTRICT	ORINDA SCHOOL DISTRICT WAGNER RANCH TOPO	SURVEY & MAPPING
230049	MILLBRAE CITY	959 EL CAMINO REAL LOT LINE ADJUSTMENT	SURVEY & MAPPING
230047	SAN CARLOS SCHOOL DISTRICT	TOPO SURVEY HEATHER ELEMENTARY	SURVEY & MAPPING
230046	SAN CARLOS SCHOOL DISTRICT	TOPO SURVEY ARUNDEL SCHOOL, SAN CARLOS	SURVEY & MAPPING
230045	ALAMEDA, CITY OF	CITY OF ALAMEDA MAP CHECK 11349	SURVEY & MAPPING



# Survey Projects List (Representative)

230044	UC BERKELEY	UCB STERN HALL TOPO	SURVEY & MAPPING
230042	SAN CARLOS SCHOOL DISTRICT	TOPO SURVEY BRITTAN ACRES SCHOOL	SURVEY & MAPPING
230038	UC BERKELEY	2105 BANCROFT WAY ALTA SURVEY	SURVEY & MAPPING
230033	UC BERKELEY	UCB PROJECT 2136-2140 UNIVERSITY AVE	SURVEY & MAPPING
230027	UC BERKELEY	UCB 1850 HIGHLAND PLACE SURVEY	SURVEY & MAPPING
230020	RESTORATION DESIGN GROUP	CODORNICES CREEK TOPO	SURVEY & MAPPING
230019	UC BERKELEY	UCB 4TH ST PARKING LOT BOUNDARY SURVEY	SURVEY & MAPPING
230007	ALAMEDA, CITY OF	CITY OF ALAMEDA PLAN CHECK FOR PARCEL	SURVEY & MAPPING
220124	CAREY SCHOOL TOPO	CAREY SCHOOL TOPO	SURVEY & MAPPING
220119	EDEN HOUSING	HAYWARD LA VISTA AFFORDABLE HOUSING ALTA	SURVEY & MAPPING
220118	ALAMEDA, CITY OF	SITE A, PHASE 2 - LEGAL DESC & MAP REV.	SURVEY & MAPPING
220117	MILLBRAE CITY	LLA 210 ADRIAN ROAD - MAP CHECKING	SURVEY & MAPPING
220111	UC BERKELEY	FOUNDATION LOCATION SURVEY FOR THE HAWK	SURVEY & MAPPING
220110	RESTORATION DESIGN GROUP	PACHECO MARSH ELEVATION SURVEY	SURVEY & MAPPING
220106	UC BERKELEY	UVA SURVEY AND FENCE INSTALLATION	SURVEY & MAPPING
220104	ALAMEDA, CITY OF	MARINA VILLAGE PARKWAY	SURVEY & MAPPING
220102	CITY OF ANTIOCH	A STREET RIGHT OF WAY SURVEY	SURVEY & MAPPING
220099	BSK ASSOCIATES	2905 SEA VIEW PKWY SHORELINE EROSION	SURVEY & DESIGN
220091	UC BERKELEY	HEARST GREEK THEATER	SURVEY & MAPPING
220083	MARTINEZ, CITY OF	FLYNN CORNER RECORD	SURVEY & MAPPING
220076	TOOLE DESIGN	BERKELEY TOPO FOR RETURNS TOPO	SURVEY & MAPPING
220075	HAYWARD AREA REC & PARK DISTRICT	PALMA CEA PARK TOPOGRAPHY	SURVEY & MAPPING
220069	PACIFIC STATES ENVIRONMENTAL	MARE ISLAND WETLAND FILL	SURVEY & MAPPING
220067	ALAMEDA, CITY OF	CONDO MAP TRACT 8468 MAP CHECK	SURVEY & MAPPING
220049	WALNUT CREEK CITY	BONANZA STREET	SURVEY & MAPPING
220040	ROYSTON HANAMOTO ALLEY & ABBEY	JODOSHINSHU CENTER - SURVEY	SURVEY & MAPPING
220039	US DEPT. OF ENERGY (APTIM)	LAWRENCE LIVERMORE NATIONAL LAB BLDG 251 SURVEY	SURVEY & MAPPING
220038	UC BERKELEY	2105 BANCROFT WAY ALTA SURVEY	SURVEY & MAPPING
220033	DIABLO WATER DISTRICT	GATEWAY PLATS LEGAL	SURVEY & MAPPING
220032	SAN PABLO, CITY OF	MOUGA PLATS AND LEGALS	SURVEY & MAPPING
220025	ORINDA SCHOOL DISTRICT	SLEEPY HOLLOW WATERLINE	SURVEY & MAPPING
220024	FAIRFIELD, CITY OF	SR12 LANDSCAPE/MEDIAN IMP.	SURVEY & MAPPING
220023	UC BERKELEY	GREEK THEATER TOPO	SURVEY & MAPPING
220020	HAYWARD PARK & REC DISTRICT	KENNETH AITKEN CENTER TOPO	SURVEY & MAPPING
220019	ANTIOCH, CITY OF	LAUREL RD/CANADA VALLEY RD	SURVEY & MAPPING
220018	MILLBRAE, CITY OF	1261 SLEEPY HOLLOW MAP CHECK	SURVEY & MAPPING
220016	WALNUT CREEK, CITY OF	1410 CREEKSIDE DRIVE TOPO	SURVEY & MAPPING
220005	SAN PABLO, CITY OF	POLICE HEADQUARTERS	SURVEY & MAPPING

## Representative Public Sector Related Surveying Experience (2024-2022)

Sanbell have been selected for approximately 100 surveying projects over the two year period between 2022 to 2024. Overall, we've provided our professional services on over 1,000 survey projects throughout Northern California since our founding in 1983.



Related Experience

Various On-Call Surveying Projects • City of Alameda

Bellecci, now Sanbell, first began working with the City in 2000 when we were selected to design, and providing supporting surveying for the \$8M Willie Stargell New Road at SR 61/Webster Street. The project required Caltrans ROW surveys. We’ve also had an On-Call Surveying contract since June 2021. We’ve been selected for approximately 20+ survey projects. Our On-call work has included map checking, plat and legal preparations, Citywide monument preservation, including field survey of monuments, preparation of pre and post construction corner records, topographic surveys, and construction staking services. See the representative list below.



**Construction:** \$Various

**Schedule:** On-Going

Client Reference:

City of Alameda  
Sarah Lee (and Various other PM’s)  
510 • 583 • 4740 | sarah.lee@hayward-ca.gov

Project (Representative List)	Type	Year
Harbor Parkway Survey	Topo Survey	2021
Alameda Condo Map Check	On-Call / Map Check (22067)	2022
Map Check 11349	On-Call/Map Check	2023
2015 Grand Final Map Technical Review	On-Call / Map Check	2023
Map Check Tract 8570	On-Call / Map Check	2023
1342 High St. Certificate of Compliance	On-Call / Plan Check	2023
Plat & Legal Review	On-Call / Plat & Legal Description	2023
420 Grand LLA & PL Staking	On-Call / Lot Line Adj/ Staking	2023
LLA23 Map Check	On-Call / Map Check	2023
PM 11349 Map Check	On-Call / Map Check	2023
Blanding Ave. Lot Merger	On-Call / Lot Merger	2023
Lot 48 Easement Review	On-Call / Easement Review	2024
Mariner Sq./ Marina Village ROW/ALTA	On-Call / Right-of-Way/ ALTA	2024
Harbor Bay Ferry Terminal Parcel	On-Call / Surveying & ROW	2024
Lot Line Adjustment	On-Call / Lot Line Adjustment	2024
Tract 8696 Final Map Review	On-Call / Map Review	2024
8711 Foundary Survey	On-Call / Map Check	2024

## Related Experience

### Various On-Call Surveying Projects • City of Brentwood

Bellecci, now Sanbell, first began working with the City in 1995 when we were selected to provide a legal description for Balfour Road. We’ve also had an On-Call Surveying contracts, off and on over the past 30 years. Currently, we have an On-Call with the City that expires in June 2025. We’ve been selected for approximately 25+ survey projects. Our On-call work has included plat and legal descriptions, corner records, topographic surveys, and construction staking services. See the representative list below.

**Construction:** \$Various

**Schedule:** On-Going

**Client Reference:**

City of Brentwood  
Debra Gayley (and Various other PM’s)  
925 • 516-5177 | [dgayley@brentwoodca.gov](mailto:dgayley@brentwoodca.gov)



*\* We were the civil/survey subconsultant*

Project (Representative List)	Type	Year
Walnut Blvd. Survey	Legal & Plat	2005
Parks Department Survey	Topo Survey	2006
Nunn Street Park	Corner Record	2007
Parcel Merger Survey	Parcel Merger	2008
Pole Relocation	Survey	2013
Sunset Park Trails	Survey	2016
Grant St. Non-Potable Water	Construction Staking	2016
Waste Water Treatment Plant	Topo Survey	2017
Brentwood Blvd. Medians	Topo Survey (& Design*)	2019
Sand Creek Rd. Survey*	Right of Way	2019
Fairview Waterline	Survey	2019
Diablo Alley Sewer	Survey	2021

Intelligent Infrastructure. Enduring Communities.



## Related Experience

### Various On-Call Surveying Projects • University of California, Berkeley

Bellecci, now Sanbell, first began working with UCB while designing utilities for the iconic California Memorial Stadium major renovation (\$300M+) project in 2006. That project led to a continuous On-call contract with the flagship UC campus that has yielded over 110 projects, including **45+ stand-alone survey jobs**. Of note, we also have provided stand alone surveying services for Cal since 2008.

**Construction:** \$Various

**Schedule:** On-Going

**Client Reference:**

Jim Wert (+ various Project Managers)  
University of California, Berkeley  
510 • 642 • 7161



Project (Representative List)	Type	Year
NRLF Phase 4	Survey	2017
Richmond Library Survey	Survey	2020
Heese-O’Brien Topographic Survey	Topo Survey	2020
Moffitt Survey	Topo Survey	2020
Sproul Hall Ramp Survey	Topo Survey	2020
NFAB Topographic Survey	Topo Survey	2021
Goldman School Elevation	Elevation Survey	2023
Cheit Lane ADA Survey	Topo Survey	2023
Residence Hall Survey	Topo Survey	2023
Greek Theatre (Upper Bowl)	Topo Survey	2023
UC Botanical Gardens Greenhouse	Survey	2023
2105 Bancroft Way Survey	ALTA Survey	2023
Stern Hall Survey	Topo Survey	2023
Cal Beach Volleyball Complex Survey	Topo Survey	2024
Greek Theatre (Plaza)	Topo Survey	2024
UC Village Survey	Topo Survey	2024
UCB Invert Study Survey	Topo Survey	2024

Intelligent Infrastructure. Enduring Communities.

Related Experience

Various On-Call Surveying Projects • City of Walnut Creek

Bellecci, now Sanbell, has been providing City Surveyor, and a few design projects, to the City of Walnut Creek since 2011. During this time, Bellecci has been hired to provide our surveying services, most as City Surveyor, on **80+ stand alone survey projects** for the City. Our survey portfolio for Walnut Creek included tentative and final map checks, Lot Line Adjustments, ROW surveys, and topographic surveys.

**Construction:** \$Various

**Schedule:** (2011–2024)

**Client Reference:**  
City of Walnut Creek  
Neil Mock, Project Manager  
925 • 943 • 5839 (main)  
mock@walnut-creek.org



Project (Representative List)	Type	Year
LLA-002	Lot Line Adjustment	2011
MS 806-06	Map Check	2011
Corporate Yard Survey	Lot Line Adjustment	2012
Map Check Y12-031	Map Check	2013
Subdivision 9251	Map Check	2013
Y13-084	Map Check	2014
Y15-005	Map Check	2014
Riveria Ave	Lot Line Adjustment	2015
Fremont Bank	Survey	2016
Power Line Survey	Topographic Survey	2016
Stoneyridge Townhomes	Survey	2016
Monument Blvd. #1	Lot Line Adjustment	2016
Heather Farms PM	Parcel Map	2016
Civic Park Survey	Survey	2017
Corporate Yard Survey	Topo Survey	2017
No. Main ROW	ROW Survey	2018
Broadway & pine Survey	ROW Survey	2019
1410 Creekside Dr. Survey	Topo Survey	2022
Bonaza Street Survey	Survey	2022
Lakewood Circle Mapcheck	Map Check	2023
South Main Street Survey	Easement Survey	2024

## Related Experience

### Various On-Call Surveying Projects • City of Concord

Bellecci, now Sanbell, has been providing the City a wide variety of land surveying services, off and on since 2006. We’ve been selected for the following type of projects: elevation certificates, legal descriptions, ROW, construction staking, and topographic surveys. In addition, we’ve also provided design level surveys on most of the 20+ design projects we’ve been the prime civil firm on for the City. It is worth noting that we’ve provided surveying on the majority of the 20+ projects we’ve been selected to design, either through stand alone RFPs and/or via various On-Call contracts we’ve held over the past 19 years.

**Construction:** \$Various

**Schedule:** On-Going

**Client Reference:**

City of Concord  
Carlton Thompson, PE, City Engineer  
carlton.thompson@cityofconcord.org 925.802.4202



Project (Representative List)	Type	Year
Hillcrest Community Park Survey	Topo Survey	2006
Arnold Industrial Survey	ROW	2007
ADA Maintenance Ramps Survey	Survey	2013
Meadow Homes Park Playground Survey	Construction Staking	2017
Todos Santos Plaza Survey	Survey	2020
Gilly Lane Survey	Corner Record	2020
Todos Santos Fountain	Right-of-Way	2024
Dana Estates Storm Drain Survey	Topo Survey	2025

Intelligent Infrastructure. Enduring Communities.



## Related Experience

### Bonanza Street Surveying Project • Walnut Creek, City of

Bellecci provided the required boundary research and field survey to determine the right of way (ROW) and adjacent owners' property line locations. A field survey was performed to locate monuments in the field. Office staff compiled the record mapping data and the location of the ROW was resolved by the PLS in charge. Staking calculations were then performed based on the ROW location and the joint trench mainline and box locations were marked in the field. This survey process took less than 2 weeks to complete all with close coordination with the City and a successful completion of this project, with all budgetary requirements met.

**Fee:** \$10k

**Schedule:** Completed 05/22

#### Client Reference:

City of Walnut Creek Neil Mock, Project Manager  
925 • 943 • 5839 (main) | mock@walnut-creek.org



### E. 14th Street Corridor/Complete Streets + Surveying • Alameda County Public Works Agency

The County selected Bellecci (Now Sanbell) to perform topo surveys and construction staking for over a mile of complete streets and pavement rehabilitation (designed by Bellecci as well) on this heavily traveled regional corridor. The project includes Class IV protected bike lanes, new sidewalks, curb, driveway conforms, pedestrian safety improvements and assorted improvements via our On-Call contract with Alameda County. The improvements on E. 14th also features bulb-outs, raised curb medians, and crosswalks. Early in the preliminary design, Bellecci led two public outreach meetings. The community meetings were successful and well attended by the business operators, elected officials representatives and the community. This project was completed within its budgetary requirements.

**Construction:** \$17M+

**Schedule:** Completed 12/21

#### Client Reference:

Alameda County Public Works Agency (ACPWA)  
Ms. Amber Lo, PE, Supervising Civil Engineer  
510 • 481 • 6963 / 510 • 670 • 5485 | amberl@acpwa.org



## Related Experience

### Palma Ceia Park Surveying Project • Hayward Area Recreation District (HARD)

The District selected Bellecci (Now Sanbell) to provide surveying to support renovation of this 5.7 acre park. Our topo survey (1' contours) included: elevation points, spot grades at high points, low points and grade changes. The ROW line, sidewalk, driveways, and aprons, back of curb, front of curb, and street showing edge of pavement flow line, etc. We also captured the underground utilities, such as storm sewer, water main, water main services, sanitary sewer, including spot grades at high points, low points and grade changes.

**Schedule:** Completed 2022

#### Client Reference:

Hayward Area Recreation & Park District  
Diane Hardy, Bond Project Manager  
510-881-6700 | [hard@haywardrec.org](mailto:hard@haywardrec.org)



### Mission Blvd. Corridor Phase 3 Imp. Construction Staking • Hayward, City of

The City selected Bellecci (Now Sanbell) to provide field staking, office calcs, right-of-way to support construction of concrete curb, gutter, & sidewalk, asphalt concrete pavement, LED streetlights, landscaping improvements, and undergrounding of existing overhead utilities. Specific phases include drainage and sewer MH's, vault staking, joint trench/JT boxes, streetlights, signal poles, and gateway monument footing.

**Fee:** \$72,500

**Schedule:** in const. Summer 2024

#### Client Reference:

City of Hayward  
Dave Hung, Senior Civil Eng.  
510-583-4752 | [Dave.hung@hayward-ca.gov](mailto:Dave.hung@hayward-ca.gov)





## References



UC Berkeley Campus Survey Project • University of California, Berkeley

### Concord, City of

Carlton Thompson, PE, City Engineer  
carlton.thompson@cityofconcord.org | 925.802.4202

### Foster City, City of

Francine Magno, P.E, Q.S.D., Senior Civil Engineer  
fmagno@fostercity.org | 650.286.3388

### Oakley, City of

Billilee Saengchalern, Principal Engineer  
925 • 625 • 7000

- E. Cypress Road Projects (247/310/302)

### San Carlos, City of

Andrea Mardesich, AICP, Asst. Community Dev. Dir.  
amardesich.cityofsancarlos.org/ 650-802-4258

### Sanbell On-Call Surveying Clients (18)

Alameda, City of (Survey)  
American Canyon, City of (Survey)  
Antioch, City of (Survey/Civil)  
Brentwood, City of (Survey/Civil)  
Castro Valley Unified School Dist. (Survey)  
Concord, City of (Civil/Survey)  
Foster City, City of (Survey)  
Millbrae, City of (Civil/Survey)  
Pacifica, City of (Civil/Survey)  
Patterson, City of (Civil/Survey)  
Pinole, City of (Civil/Survey)  
San Bruno, City of (Civil/Survey/CM)  
San Carlos, City of (Civil/Survey)  
San Pablo, City of (Civil/Survey)  
San Rafael City Schools (Survey)  
South SF, City of (Civil/Survey)  
Walnut Creek, City of (Survey/Civil/ CM)  
Univ. of California, Berkeley (Civil/Survey)

# Billing Rates

## Hourly Rate Sheet (Effective through June 30, 2026)

Engineering Services	2025	Land Surveying Services	2025
Engineering Technician	\$96	Safety Monitor/Flag Person	\$122
Administrative	\$106	Survey Technician I	\$128
Assistant Engineer I	\$138	Survey Technician II	\$156
Assistant Engineer II	\$162	Survey Technician III (LSIT)	\$180
Engineer I	\$166	Professional Land Surveyor I	\$236
Engineer II	\$180	Professional Land Surveyor II	\$248
Engineer III	\$202	Survey, Chief of Party	\$180
Professional Engineer I	\$218	Survey, Journeyman Rodman	\$114
Professional Engineer II	\$228	Survey, Apprentice I	\$74
Professional Engineer III	\$240	Survey, Apprentice II	\$88
Principal Engineer I	\$248	Survey, Apprentice III	\$100
Principal Engineer II	\$280	Survey Apprentice IV	\$112

Client authorized overtime work will be charged at 135% of the standard hourly rates.

### Reimbursable Expenses\*

In House Printing	Bond: \$.25/square foot
	Mylar: \$.50/square foot
Large Format Presentation	\$2.50 / square foot
Color Copies: 8.5" x 11"	\$1.00 each
Color Copies: 11" x 17"	\$1.90 each
Other Direct Project Expenses	Cost + 10%
Subconsultants	Cost + 10%
Outside Printing and Delivery Service	Cost + 10%

\* Reimbursable expenses shall include, but are not limited to the the items listed above. Annual rate increases will occur over the course of this contract.





SANDBEL-02

CTHELEN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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> <b>Billings Office</b> <b>Marsh McLennan Agency LLC</b> <b>P.O. Box 30638</b> <b>Billings, MT 59107-0638</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (406) 238-1900 <b>FAX (A/C, No):</b> (406) 245-9887 <b>E-MAIL ADDRESS:</b>  												
INSURER(S) AFFORDING COVERAGE													
<b>INSURED</b> <b>Sanderson Bellecci, Inc. dba Sanbell</b> <b>Summit Engineering Corporation, Jensen Design &amp; Survey, Inc dba Sanbell</b> <b>1300 North Transtech Way</b> <b>Billings, MT 59102</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : <b>Charter Oak Fire Insurance Company</b></td> <td style="width: 20%; text-align: center;"><b>25615</b></td> </tr> <tr> <td>INSURER B : <b>Travelers Property Casualty Co of Amer</b></td> <td style="text-align: center;"><b>25674</b></td> </tr> <tr> <td>INSURER C : <b>Zurich American Insurance Company</b></td> <td style="text-align: center;"><b>16535</b></td> </tr> <tr> <td>INSURER D : <b>Travelers Casualty and Surety Company</b></td> <td style="text-align: center;"><b>19038</b></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : <b>Charter Oak Fire Insurance Company</b>	<b>25615</b>	INSURER B : <b>Travelers Property Casualty Co of Amer</b>	<b>25674</b>	INSURER C : <b>Zurich American Insurance Company</b>	<b>16535</b>	INSURER D : <b>Travelers Casualty and Surety Company</b>	<b>19038</b>	INSURER E :		INSURER F :	
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INSURER D : <b>Travelers Casualty and Surety Company</b>	<b>19038</b>												
INSURER E :													
INSURER F :													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>P-630-7W723958-COF-25</b>	<b>5/19/2025</b>	<b>5/19/2026</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>EMPLOYEE BENEFIT</b> \$ <b>2,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>810-7W72070A-25-43-G</b>	<b>5/19/2025</b>	<b>5/19/2026</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	<b>X</b>		<b>CUP-7W728500-25-43</b>	<b>5/19/2025</b>	<b>5/19/2026</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>WC8664223-02</b>	<b>7/1/2024</b>	<b>7/1/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Professional/Poll.</b>			<b>105269194</b>	<b>4/17/2025</b>	<b>4/17/2026</b>	<b>Deductible \$200,000</b> <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: ON-CALL LAND SURVEYOR. THE CITY OF ALAMEDA

Initial

Le

5/14/2025

**CERTIFICATE HOLDER****CANCELLATION**

**CITY OF ALAMEDA**  
**950 WEST MALL SQUARE, ROOM 110**  
**PUBLIC WORKS DEPARTMENT ALAMEDA POINT, BLDG 1**  
**ALAMEDA, CA 94501-7558**

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

AUTHORIZED REPRESENTATIVE

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

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- 1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b. For Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and**
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your**

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permission, while performing duties related to the conduct of your business.

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

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.



You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

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

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

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. Exclusions

This insurance does not apply to:

#### a. 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.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that



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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

**(6) An aircraft that is:**

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, 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 you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your 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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### 2. Exclusions

This insurance does not apply to:

#### a. 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".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Or Used Prior To Policy Period**

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

### l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

### m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

### q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

### r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or



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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

#### g. Coverage A Exclusions

Excluded under Coverage A.

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### SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2) "Property damage" to property:**

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
  - (1) 50 feet long or less; and
  - (2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
  - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS****1. Bankruptcy**

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
    - (iii) An executive officer or director of any other organization; or
    - (iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or
  - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### 3. Legal Action Against Us

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

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

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



## COMMERCIAL GENERAL LIABILITY

**4. Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III – Limits Of Insurance** or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III – Limits of Insurance** applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

**b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II – Who Is An Insured**, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II – Who Is An Insured**, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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

## COMMERCIAL GENERAL LIABILITY

### c. Method Of Sharing

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

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

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. 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:

- 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.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

## COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
  - a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
  - a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
  - a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

## COMMERCIAL GENERAL LIABILITY

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "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 "premises damage" is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 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 your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" 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:
- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - (2)** 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; or
  - (3)** 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 Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b.** While it is in or on an aircraft, watercraft or "auto"; or
  - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b.** Vehicles maintained for use solely on or next to premises you own or rent;
  - c.** Vehicles that travel on crawler treads;

## COMMERCIAL GENERAL LIABILITY

**d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

**e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

**17. "Occurrence" means:**

**a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

**b.** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**18. "Personal and advertising injury" means "personal injury" or "advertising injury".**

**19. "Personal injury":**

**a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light.

**b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

**20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**

## COMMERCIAL GENERAL LIABILITY

### 21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1) Fire;
  - (2) Explosion;
  - (3) Lightning;
  - (4) Smoke resulting from fire, explosion or lightning; or
  - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

### 22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

### 23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.



## COMMERCIAL GENERAL LIABILITY

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
  - a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

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

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

**e.** Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

#### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

##### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

##### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

##### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

#### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

#### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,



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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

### **K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

### **L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

### **M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.