

## **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 **NINYO & MOORE**, a California corporation, whose address is **1301 MARINA VILLAGE PARKWAY, SUITE 110, ALAMEDA, CALIFORNIA 94501** (“**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 Geotechnical Engineering and Construction Testing services. City staff issued an RFP on March 17, 2025 and after a submittal period of twenty-one days received nine 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 Geotechnical Engineering and Construction Testing 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 the 1st day of July 2025, and shall terminate on the 30th day of June 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.

PCC  
Provider Initials

b. **COVERAGE REQUIREMENTS:**

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

(1) **Workers' Compensation:**

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

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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

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

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

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

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

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

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

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

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

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

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

### **15. REPORTS:**

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

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

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

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

## **16. RECORDS:**

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

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

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

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

## **17. NOTICES:**

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

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

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

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

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

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

Ninyo & Moore  
1301 Marina Village Parkway, Suite 110  
Alameda, CA 94501  
ATTENTION: Peter Connolly, PE, GE  
Ph: (510) 343-3000 (x15207), Cell: (510) 301-9114  
Email: [pconnolly@ninyoandmoore.com](mailto:pconnolly@ninyoandmoore.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.

NINYO & MOORE  
a California corporation



Avram Ninyo  
President

CITY OF ALAMEDA  
a municipal corporation

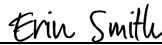
Jennifer Ott  
City Manager



Elaine Autus  
Assistant Secretary

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:



Len Aslanian  
Assistant City Attorney



Proposal to Provide

# Geotechnical Engineering and Construction Testing Services

April 7, 2025



**Ninyo & Moore**  
Geotechnical & Environmental Sciences Consultants

Proposal No. 08-00846



[ninyoandmoore.com](http://ninyoandmoore.com)

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Geotechnical &amp; Environmental Sciences Consultants

April 7, 2025  
Proposal No. P08OAK02-00846

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

Subject: RFP for On-Call Geotechnical Engineering and Construction Testing Services

Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Ninyo & Moore) is pleased to submit our proposal to provide Geotechnical Engineering and Construction Testing services to the City of Alameda (City). After thoroughly reviewing the RFP (March 17, 2025) we have gained a comprehensive understanding of the City's scope and requirements. We specialize in offering these services as part of our comprehensive range of consulting services to municipal clients, with prior experience specifically meeting the City's needs. The City's requested information as well as a summary of our firm's qualifications is provided below:

FIRM INFORMATION	
Firm's Legal Name	Ninyo & Moore Geotechnical & Environmental Sciences Consultants
Business Address	1301 Marina Village Parkway, Suite 110, Alameda, CA 94501
Primary Point of Contact	Mr. Peter C. Connolly, PE, GE, Principal-In-Charge / Project Manager p: (510) 343-3000 x.15207   e: pconnolly@ninyoandmoore.com

**Experience with the City & Local Knowledge:** Since 2001, Ninyo & Moore has continuously delivered effective geotechnical engineering, materials testing services, and environmental services within the City and Alameda County. This sustained involvement has equipped our team with extensive familiarity of the relevant federal, state, and local regulations. Our office is conveniently located in Alameda, allowing fast response times for project tasks.

**Qualified Leadership:** Our approach begins with the assignment of a highly qualified and experienced Contract Manager with the technical knowledge required for the contract. Mr. Peter C. Connolly, PE, GE, will be our Project Manager/Principal-in-Charge and main point-of-contact. He offers the City 27 years of experience and will be responsible for contract administration and technical coordination of our staff to perform the required tasks on time and within budget. Mr. Connolly will receive support from our qualified task managers for geotechnical, construction materials testing, and environmental services.

**Certified In-House Laboratory:** Ninyo & Moore's in-house local testing laboratory is fully equipped and offers full-service field and laboratory testing services for soil and materials testing projects. Our team of special inspectors and technicians, certified by various industry organizations, will ensure high-quality service. To enhance response time and cost management, we will leverage our multicarded special inspectors for this project, enabling us to adjust scheduling and staffing as required without compromising quality. Laboratory testing services will be conducted in our certified in-house facility, allowing for rapid turnaround of testing and inspection reports within 24 hours.

**Long Standing Municipal Agencies Provider:** For over 38 years, Ninyo & Moore has provided geotechnical and materials testing services to Northern California (NorCal) local government agencies, managing hundreds of on-call contracts. We address diverse public projects, such as roadways, pathways, paving, sewer improvements, parks and buildings as well as retaining walls (CIDH, cantilever, soldier pile, tie-back), foundations, slope stabilization, drainage systems, creek bank reinforcements, and shoring. With a strong grasp of NorCal geology and codes, we ensure compliance and efficient project delivery. Ninyo & Moore will be 100% committed and available to the City for the duration of this contract.

We appreciate your consideration and remain dedicated to delivering high-quality services to the City.

Sincerely,  
**NINYO & MOORE**

Peter C. Connolly, PE, GE  
Principal -In- Charge / Project Manager

RS/BSW/EB/vas || Distribution: (1) Electronic Copy (PDF) Emailed

# A. Description of Organization, Management and Team Members





# Description of Organization, *Management and Team Members*

## PROJECT TEAM ORGANIZATION AND MANAGEMENT

Our approach to on-call service contracts begins with the assignment of a highly qualified and experienced contract manager with technical knowledge required for the contract. Mr. Peter C. Connolly, PE, GE, will be the Principal-In-Charge/Project Manager and day to day contact for the City. He will be responsible for contract administration and technical coordination of our staff to perform the required tasks on time and within budget. Individual task order assignments will be coordinated utilizing our highly experienced staff. Ms. Marlene Watson, PE, GE will be overseeing geotechnical services, Mr. Ransom H. Hennefer, PE, GE, ACI, ICC, will be overseeing Construction Materials Testing and Inspection services, and Mr. Brandon S. Wilken, PG, QSD/P will be overseeing Environmental services. To ensure full coverage of all potential services, each task manager has a qualified group of support staff assigned to assist with task orders. Each task manager is responsible for maintaining their assigned schedules and budget.

Coordination of our services will be performed with City representatives and updates of our progress will be provided via e-mail and telephone calls. Draft and final reports are typically submitted for review. Agency review comments will be addressed with written responses and supplemental data, if required.

Most of the management controls to monitor project progress are established prior to the beginning of the project during proposal preparation and contract negotiations. These controls include:

**COMMUNICATION:** Both written and verbal communications are keys to a successful on-call contract management.

**RESPONSE PROCEDURES:** Ninyo & Moore is able to quickly respond to the client's request for services due to the large pool of experienced and qualified personnel.

**QUALITY:** Our services are rendered in strict compliance to the firm's rigorous Quality Assurance/Quality Control program, which goes beyond the expectations of the industry.

**SAFETY:** It is the policy of Ninyo & Moore to provide a safe and healthful work environment for all of its employees through the prevention of occupational injuries and illnesses.



“

*I am satisfied with the work that Ninyo & Moore performed for us concerning the needed repairs on Mission Blvd. All the staff performed very professionally and were timely in their responses. If I ever needed similar services again, I would not hesitate to give your office a call again.*

- Ed Nakayama, Senior Civil Engineer  
City of Fremont

”

## Exhibit A

### PROPOSED WORK PLAN

#### GEOTECHNICAL SERVICES

The following is a generalized breakdown of the typical phases of a project along with a brief description of the services that may be included. The actual scope of work and work product will depend on the actual nature of the projects assigned.

**Proposal Stage:** Upon receipt of the Request for Proposal (RFP) from the County we will review the documents and prepare a proposal based on our understanding of the RFP, discussions with other consultants, and County personnel. The proposal will present an understanding of the project, a clearly defined scope of services, expected deliverables, schedule, and an estimated cost for the services.

**Background Review:** Pertinent existing background information, such as geotechnical reports, seismic hazard maps, topographic maps, and geologic reports and maps, will be reviewed. The information collected during this phase is crucial to developing a preliminary understanding of the site conditions so that the most appropriate exploration program can be utilized.

**Permitting and Utility Clearance:** If subsurface exploration is a part of the project, required permits will need to be obtained and existing underground utilities will need to be located so that there are no conflicts with the planned subsurface excavations. Clearance of underground utilities would be conducted through Underground Service Alert and, if necessary, our geophysicists can conduct detailed surveys of the project site to locate utilities. If the exploratory excavations are going to be in the street a permit/approved traffic control plan will need to be obtained from the County. Excavations in environmentally sensitive areas would require additional permits.

**Subsurface Exploration:** Subsurface explorations generally include the excavation, sampling, and logging of “small-diameter” borings or test pits by our registered geologists. Other means of subsurface exploration may include “large-diameter” (bucket-auger) borings, cone penetrometer soundings, and engineering scale geophysical surveys such as seismic refraction, magnetic, electromagnetic, ground penetrating radar (GPR) and electrical resistivity surveys and percolation tests. Bulk samples and in-situ drive samples obtained during drilling will be returned to our laboratory for testing. Logs of the exploratory excavations with a site plan showing their locations are provided as part of the final report.

**Laboratory Testing:** For geotechnical design projects, typical laboratory tests include Atterberg limits, consolidation, direct shear, expansion index, in-situ moisture content and dry density, maximum density/optimum moisture, R-value, sieve analysis, and soil corrosivity which includes chloride and sulfate content and pH and minimum resistivity. For construction projects, typical laboratory tests include maximum density/optimum moisture, sand equivalent, and strength tests for masonry, concrete, and steel. These tests are conducted in our full service, certified laboratory located in San Jose.

**Data Analysis:** Following the collection of preexisting applicable project information and the acquisition of new data, if necessary, our highly qualified technical staff will review, compile and analyze the data so that the appropriate design and/or construction parameters can be formulated. Ninyo & Moore uses the most up to date engineering, seismic, and geophysical software as well as industry testing standards to facilitate the analysis.

**Reports:** The presentation of our findings is crucial to adequately conveying our geotechnical information to the client and other design professionals. Depending on the needs of the County, the presentation of our findings, conclusions, and recommendations will be submitted in written reports, and/or provided electronically.



## Exhibit A

### ENVIRONMENTAL CONSULTING AND HAZARDOUS MATERIALS ASSESSMENT

The following section presents an overview of the environmental consulting and hazardous materials testing, hazardous wastes, and industrial hygiene services provided by Ninyo & Moore.

**Phase I Environmental Site Assessments:** Phase I ESAs are performed to evaluate the likelihood that past or current activities at a property may have resulted in “Recognized Environmental Conditions,” as defined by ASTM. One of the most important elements of a Phase I ESA is the compilation of a complete historical record for a property. This historical research is important to establish the existence of operations of potential environmental concern on a property, and where these activities occurred as part of a due diligence evaluation. Specific sites that warrant a Phase I ESA will be distinguished based upon the findings of some level of preliminary assessment, normally performed prior to implementation of task orders. Due to the wide range of possible environmental impacts posed by the sites located in project areas, the level of effort required to complete each Phase I ESA will, to a degree, depend upon site-specific characteristics (e.g., future construction/use plans, past and present site uses, likely contaminant types, etc.). If a Phase I ESA has already been performed, and if requested by the County, Ninyo & Moore will review all relevant information obtained since the completion of the earlier Phase I ESA, verify the accuracy of the study, and provide appropriate updated recommendations.

**Phase II Environmental Site Assessments:** The results of Ninyo & Moore’s Phase I ESA may warrant the need to perform a Phase II ESA to evaluate the presence, nature, and extent of suspected contaminants in soil, soil vapor, and/or groundwater. Typically, the proposed scope of work is presented as a work plan that may require regulatory agency approval prior to implementation. Mobile analytical testing laboratories may be used to provide analytical data in the field, thereby avoiding unnecessary sample collection and analysis. Information and field data collection may be accomplished by geophysical surveys, drilling, direct push soil borings, trenching, soil vapor surveys, and other investigative techniques. The most efficient approach to performing a Phase II ESA is often a step-by-step effort that allows new information that is generated during initial evaluations to be incorporated into the project plan, while other issues that have no bearing on the project outcome can be eliminated from further consideration. Results are compiled into a comprehensive report that presents our findings, interpretation of data, conclusions, and recommendations.

**Remedial Investigation/Feasibility Study (RI/FS):** An RI/FS may potentially be conducted for those sites which, based upon the results of the Phase II ESA and/or regulatory consultations, appear to warrant remediation. The purpose of the RI/FS is to further refine site and contamination characteristics with respect to developing and implementing an appropriate remedial action. The RI/FS work scope will vary significantly according to the specific site characteristics. Project team personnel are familiar with performing RI/FSs to assist our clients in selecting the most cost-effective and technically sound remedial alternatives. We are able to serve as an advocate and negotiate with regulatory agencies on behalf of our clients to successfully complete remedial studies that result in practical and cost-effective remedies to allow site closure.

**Underground Storage Tanks:** Ninyo & Moore provides engineering services for underground storage tank (UST)-related environmental investigations, remediation, and removal throughout the state of California. We have project principals, task managers, and project staff assigned to the contract that possess the training, experience, and knowledge to not only complete the scope of work, but to excel in problem solving and interpreting data for even the most complex sites. Our experience on projects throughout California has greatly enhanced our knowledge of, and familiarity with, federal, state and local regulations and the submittal procedures for federal, state and local jurisdictional agencies. The Ninyo & Moore team is knowledgeable of the California State Water Resources Control Board’s August 2012, Low-Threat Underground Storage Tank Closure Policy (LTCP). Our local Northern California team has removed thousands of USTs and closed hundreds of UST environmental cases utilizing the LTCP. Our team has the experience and knowledge to cost effectively remove UST systems, while gathering the data required to keep the site from becoming an active environmental case, when possible.

**Hazardous Building Materials Services:** Hazardous Building Materials generally include asbestos, lead-based paint, and polychlorinated biphenyl (PCB) and mercury-containing devices and surface compounds. Ninyo & Moore has performed numerous asbestos and hazardous building material surveys (HBMS), prepared abatement specifications based on the HBMS, abatement monitoring, performed post-abatement clearance sampling, and completed close-out report preparation activities for a wide variety of clients. We are experienced in working within the framework of the Federal and California Occupational Safety and Health Administrations (OSHA), and the U.S. EPA, as well as HUD guidelines.

**Indoor Air Quality and Microbial Assessments:** Indoor air quality investigations are typically performed in two phases. Phase I generally consists of a visual assessment of the facility to identify factors that may contribute to poor indoor air quality including moisture intrusion, HVAC systems, work practices, and manufacturing operations. Additional information comes from interviews with employees and review of pertinent facility records. Ninyo & Moore’s CIHs use direct reading instruments to evaluate possible contaminants such as formaldehyde and carbon monoxide, and evaluate ventilation efficiencies using carbon dioxide measurements. Phase II surveys are conducted in segments based on the findings of the Phase I survey. Many Phase II tasks can be conducted on the same day as the Phase I investigation. Phase IIs are initiated when sampling of indoor and outdoor air is conducted. The results of the air sampling analyses are used to develop appropriate measures to mitigate the effects of a facility’s IAQ issues.

Exhibit A

MATERIALS TESTING & SPECIAL INSPECTION

As an integral part of the construction team, our materials testing and inspection services staff will work closely with the project inspector, construction manager, architect, and school district. Our materials testing and inspection department includes project and field engineers; DSA, ACI, ICC, AWS, and Caltrans certified inspectors and field technicians; and a materials testing laboratory certified by the DSA, AASHTO, Caltrans, and the US Army Corps of Engineers. Our staff of materials testing and inspection professionals will assist the District’s project inspectors in monitoring construction activities for compliance with project specifications, performing construction materials conformance testing, and the preparation and submittal of the necessary reports to the DSA if required. The materials testing and inspection will be performed in accordance with the applicable section of Title 24 of the California Building Code.

**Special Inspection Services:** Our DSA, ICC, and AWS-certified inspection staff will perform special inspection of reinforced masonry construction, reinforced concrete, concrete/asphalt batch plant, post-tension concrete, shotcrete, steel fabrication including shop welding, field welding and high strength bolting, fireproofing application, and post-installed anchor installation.

**Materials Sampling and Testing Services:** At the request of the Project Inspector, our technicians will be available to sample and test fresh concrete, tag and sample reinforcing bar and masonry units at the fabricators facility, perform pull or torque tests, masonry coring, non-destructive weld testing (ultrasonic), and electrical ground rod testing. The conformance tests would typically include compression testing of concrete, grout, mortar, masonry prisms and masonry cores, as well as compliance testing of reinforcing steel, fireproofing materials, and high strength bolts.

**Engineering Services:** Our staff of engineers will be available throughout the project to provide assistance in implementing the recommendations of the project geotechnical report, review the necessary construction submittals, and prepare, sign and stamp the necessary documents at the completion of the project.

APPROACH TO STAFFING

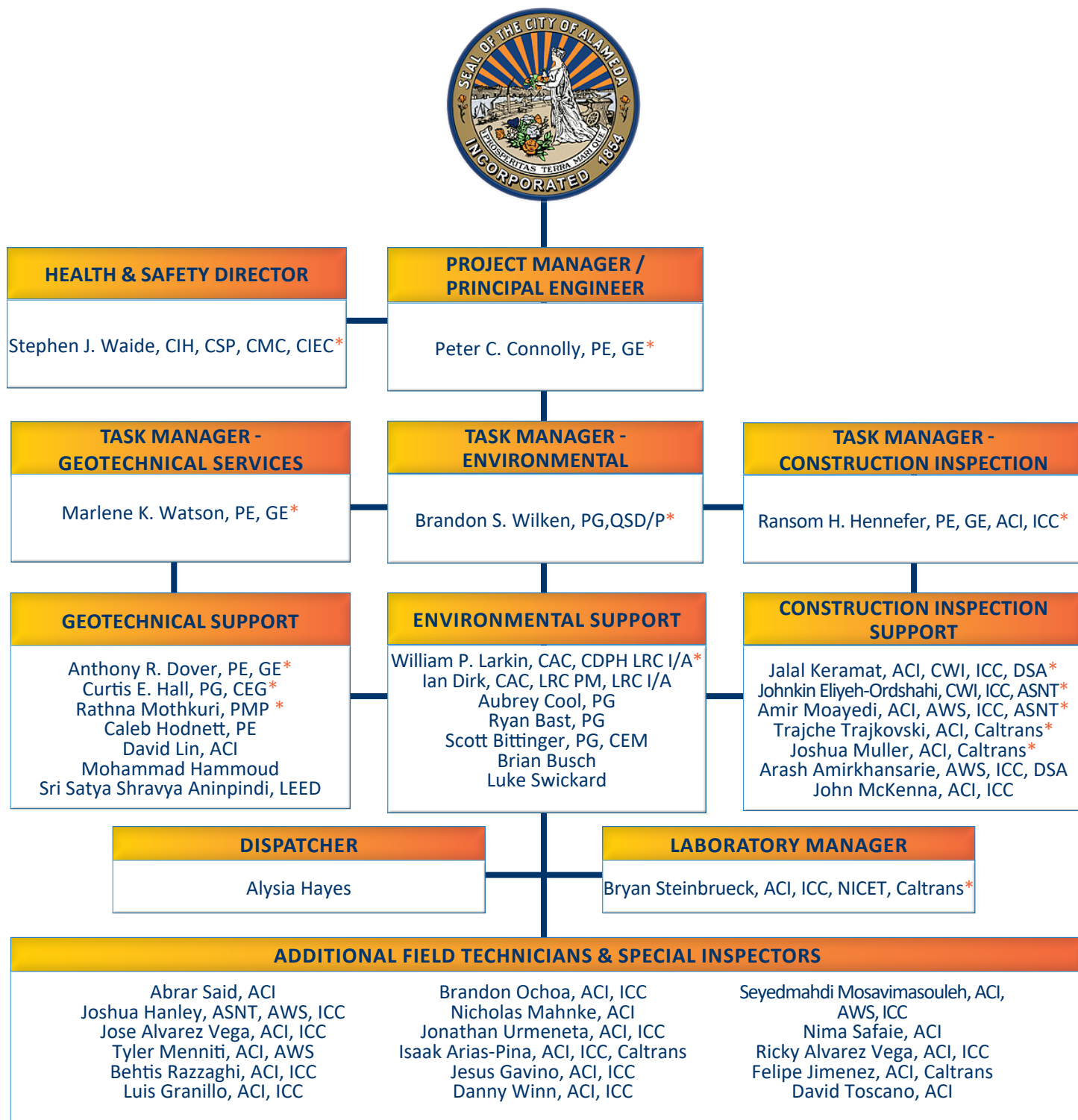
Mr. Peter Connolly will serve as Principal In Charge/ Project Manager. Supporting him will be Ms. Marlene Watson, PE, GE will be overseeing geotechnical services, Mr. Ransom H. Hennefer, PE, GE, ACI, ICC, will be overseeing Construction Materials Testing and Inspection services, and Mr. Brandon S. Wilkin, PG, QSD/P will be overseeing Environmental services. Contract needs are met by assigning appropriate resources, including experienced personnel, equipment, and materials, as needed to meet specific project requirements. Ninyo & Moore has established effective management control systems, has integrated them for efficient project administration, and has trained staff to respond quickly and efficiently to task orders and project situations as they arise in order to meet project deadlines. Having completed many complex projects within strict time constraints, Ninyo & Moore has developed flexible management systems which allow project managers to draw on experienced technical and administrative personnel throughout the company. Additionally, field staff including technicians and inspectors, are made available from branch offices to meet increased staffing needs. This allows the use of a wide-ranging personnel base at reduced cost to the project and has resulted in efficient budget control and adherence to project schedules.

STAFF CAPACITY									
		Type of Credential							
		DSA	ICC	AWS-CWI	ASNT/NDT	ACI	CALTRANS	OSHA	Nuc Gauge
LOCATION	Northern California	3	22	7	2	31	9	17	16
	Southern California	6	40	11	3	69	40	60	59
	Totals:	9	62	18	5	100	49	77	75

# Exhibit A

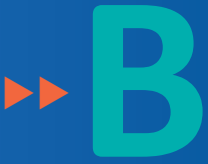
## TEAM ORGANIZATION

The organization chart below outlines our team members roles and the overall reporting structure and flow of communication. Resumes for key personnel (\*) are provided in the following pages. All key personnel resumes shown include staff out of the Alameda office.



# **B.** Organization Qualifications





# Organization *Qualifications*

## SELECT CURRENT ON-CALL CONTRACTS W/ LOCAL AGENCIES

- City of Alameda On-Call Geotechnical Engineering and Construction Testing
- City of Belmont On-Call Materials Testing
- City of Brentwood On-Call Geotechnical and Materials Testing
- City of Menlo Park On-Call Materials Testing
- City of Oakland PWA Design And Construction Administration On-Call Geotechnical Engineering
- City of Pacifica Geotechnical Engineering and Materials Testing
- City of Pittsburg On-Call Geotechnical, Environmental and Materials Testing
- City of Richmond As-Needed Construction Materials Testing Contract
- City of San Bruno On-Call Testing and Special Inspection
- City of San Carlos On-Call Geotechnical and Materials Testing
- City of Santa Clara Materials Testing and Special Inspection
- City of Seaside Engineering Division On-Call Geotechnical Construction Materials Testing
- City of South San Francisco On-Call Geotechnical Engineering and Materials Testing
- City of Walnut Creek On-Call Testing and Inspection
- County of San Mateo As-Needed Construction Materials Testing
- Town of Los Gatos On-Call Materials Testing

### FIRM BACKGROUND

Ninyo & Moore has delivered geotechnical engineering, environmental consulting, materials testing, and inspection services to public and private sector clients for over 38 years. Recognized and consistently ranked as an ENR Top 500 Design Firm, Ninyo & Moore has grown from a single-office firm to over 600 employees across 16 offices in six states, serving federal, state, and local government agencies, as well as commercial clients.

Celebrating nearly four decades of excellence, Ninyo & Moore has become a trusted partner for innovative geotechnical and environmental solutions. Our NorCal team alone has completed over 8,700 task orders, with nearly 40% of companywide business dedicated to municipal clients, showcasing our expertise in the public sector. Our commitment to exceptional service, strong management controls, and unmatched technical expertise has earned us repeat contract awards and frequent task orders, often involving multiple concurrent projects. Ninyo & Moore continues to set the industry standard for quality, reliability, and client-focused solutions across all sectors.

### PROVEN ON-CALL APPROACH

We are extremely successful in the management of on-call contracts for public entities, as demonstrated by our high rate of contract re-award. We understand the nature of the work required and the importance of offering a comprehensive range of geotechnical, environmental and testing services, in a responsive manner, using project-proven methods. This improves our response time and mobilization of the qualified individuals to execute the required tasks. We have designed our team with maximum flexibility for demanding project requirements including the assignment of concurrent task orders.

### ABILITY TO ACCOMPLISH THE SCOPE OF SERVICES

Our project team is ready to undertake the required geotechnical and materials testing services immediately upon authorization. We assure the City that we have the adequate staff and the availability to successfully complete each project within the established schedule and budget. Our team members will be available 100% of the time during the contract. Our depth of resources coupled with our project approach, which involves a dedicated Project Manager, has supported the completion of a number of projects being completed within the established schedule and budget.

Detailed project experience is provided in Section C.

## Exhibit A

### *Selected Lab Testing Capabilities*

- 200 Wash
- Asphalt Content and Density (Hveem Marshall & Rice)
- California Bearing Ratio
- Compressive Strength Of Masonry Prisms
- Concrete Masonry Unit Conformance
- Direct Shear
- Expansion Index
- Expansive Potential And Pressure Of Soil
- Gradation Analysis
- Hydroconsolidation
- Masonry Core Shear Strength
- Permeability
- Reinforcing Steel Bend Testing
- R Value
- Slab Moisture Vapor Emission
- Specific Gravity Of Fine And Course Aggregates
- Triaxial Compression
- Wet Track Abrasion Testing For Slurry Seal And REAS
- Asphalt Concrete In-Situ Density, Oil Content And Gradation
- Atterberg Limits
- California Impact Test
- Compressive Strength Testing Of Concrete, Mortar And Grout
- Consolidation
- Emulsion And Moisture Content Of Slurry Seal And REAS
- Expansion Potential
- Flexural Strength Of Concrete Beams
- High Strength Bolt Hardness And Tensile Testing
- In Place Moisture And Density
- Organic Content Of Soil
- Proctor Density
- Roof Tile Strength Conformance Testing
- Sand Equivalent
- Soil Corrosivity
- Tensile Strength Of Steel Coupons
- Unconfined Compression Of Remold Soils
- Yield, Tensile, Elongation Properties Of Reinforcing Steel

### LABORATORY OVERVIEW

Ninyo & Moore will perform all necessary testing services leveraging our local, in-house soils and materials testing laboratory with support from our two additional California laboratories as needed.

Our Materials Testing and Inspection Division is capable of performing a wide variety of materials testing services and maintains a fully-equipped, in-house laboratory. Ninyo & Moore's laboratories are supervised by registered civil engineers, and meet the requirements of ASTM E329, ASTM C1077, ASTM D3740, and ASTM D3666.

### VALUE-ADDED SERVICES

Ninyo & Moore's wide range of services significantly boosts our capacity to provide quality assurance services for City staff. In addition to the services listed in section A, we offer the following value-added services:

- Geotechnical engineering services to respond quickly and decisively to unanticipated engineering issues that sometimes arise during project construction.
- Geophysical services to locate existing underground utilities, tanks, and buried structures; and reinforcing steel in concrete (footings, floor slabs, block walls, etc.).
- Environmental services to evaluate hazardous soil and groundwater, asbestos-containing materials, and lead-based paint coatings.
- Forensic experience to assess the causes and provide recommendations for repair of soil-related damage that has occurred to buildings and exterior site improvements.

Ninyo & Moore has a large and experienced staff of registered engineers, geologists, field technicians, inspectors, and environmental staff that are available to immediately respond to anticipated and unanticipated conditions that are involved in project construction. These staff members are readily available to perform field visits, evaluate observed conditions, and provide supplemental recommendations when needed.



# C. References, Related Experience and Examples of Work



## RELATED EXPERIENCE

# CITY OF ALAMEDA GEOTECHNICAL ENGINEERING AND CONSTRUCTION TESTING SERVICES

*Alameda, CA*



## SCOPE OF WORK

Geotechnical Engineering, Construction Testing Services, Phase I and II Environmental, Site Assessments, Hazardous Materials Building Surveys

## PERSONNEL INVOLVED

Peter Connolly, Principal Engineer  
Ransom Hennefer, Principal Engineer

John McKenna, Field Technician  
Joshua Muller, Field Technician  
Trajche Trajkovski, Field Technician  
Jalal Keramat, Special Inspector  
Amir Moayed, Special Inspector  
Johnkin Eliyeh-Ordshahi, Special Inspector

Marlene Watson, Principal Engineer

Brandon Wilken, Principal Geologist

Aubrey Cool, Principal Geologist

William Larkin, Principal Environmental Scientist

Bryan Stienbrueck, Laboratory Manager

## REFERENCE

Matt Nowlen, City of Alameda  
(510) 747-7529

## PROJECT DESCRIPTION

Ninyo & Moore provided geotechnical engineering and construction testing services for maintenance and capital improvements projects and peer review of geotechnical aspects of private land development. Projects include street surfacing and reconstructions, sewer and storm drain pipe replacement, shoreline upgrades and repairs, building foundations, lagoon dredging, park improvements, and peer review for the City of Alameda on an on-call basis for four years.

Representative projects include:

- Littlejohn Park Recreation Building
- Alameda New Aquatics Center
- Oakland Harbor Turning Basin Widening
- Estuary Park
- CAT/RAMP 3rd Street Pump Station Project

Additionally, Ninyo & Moore provided a variety of environmental services under this on-call contract including Phase I and II Environmental Site Assessments, Asbestos and Lead Surveys, Hazardous Building Materials Surveys, dust monitoring, and due diligence evaluations.

Representative projects include:

- Estuary Park
- New Aquatics Center
- Harbor Bay Parkway
- Bellena Bridge
- City Hall West

# CITY OF FREMONT ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

*Fremont, CA*



## SCOPE OF WORK

Geotechnical Engineering,  
Materials Testing and Special  
Inspection Services

## PERSONNEL INVOLVED

Peter Connolly, Principal Engineer  
Ransom Hennefer, Principal  
Engineer

John McKenna, Field Technician  
Joshua Muller, Field Technician  
Trajche Trajkovski, Field Technician  
Jalal Keramat, Special Inspector  
Amir Moayedi, Special Inspector  
Johnkin Eliyeh-Ordshahi, Special  
Inspector

Bryan Stienbrueck, Laboratory  
Manager

## REFERENCE

Mark Mennucci, City of Fremont  
(510) 494-4700

## PROJECT DESCRIPTION

Ninyo & Moore has provided services as part of an on call contract to the City of Fremont since 2013. As part of these contracts, our firm performed geotechnical evaluations for various City projects including several parks, emergency landslide evaluations, and fault rupture evaluations. Our scope of services for our geotechnical evaluations typically included review of pertinent background data, performance of a geotechnical reconnaissance, subsurface evaluation, laboratory testing, and engineering analysis with regard to the proposed construction. In several instances, the potential for liquefaction was evaluated based on the results of subsurface soil and laboratory data. The results of these studies are provided in geotechnical reports along with conclusions and recommendations for project design.

Ninyo & Moore also provided geotechnical earthwork observation, laboratory testing, and relative compaction field testing services during earthwork operations for several City projects. Field services included drill pier observation, concrete placement inspection, sampling and testing, compaction testing of native and imported material and permeability testing of permeable base rock material. Laboratory testing services included compression testing of concrete cylinders, conformance tests of permeable base material and proctor density tests of soil.

Representative projects include:

- Centerville Community Park Expansion
- Central Park Multi-Use Community Center
- Morrison Canyon Slope
- Vallejo Mill Historical Park Pickleball Courts
- Central Park Pickleball Courts
- Mill Creek Road Slope

# CITY OF BERKELEY ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES

Berkeley, CA



## SCOPE OF WORK

Materials Testing and Special Inspection Services

## PERSONNEL INVOLVED

Marlene Watson, Principal Engineer

Peter Connolly, Principal Engineer

Ransom Hennefer, Principal Engineer

John McKenna, Field Technician

Joshua Muller, Field Technician

Trajche Trajkovski, Field Technician

Jalal Keramat, Special Inspector

Amir Moayed, Special Inspector

Johnkin Eliyeh-Ordshahi, Special Inspector

Bryan Stienbrueck, Laboratory Manager

## REFERENCE

Francisco Alonso, City of Berkeley  
(510) 981-6300

## PROJECT DESCRIPTION

Ninyo & Moore performed geotechnical and material testing services for the City of Berkeley as part of an on-going contract for a variety of projects. Our geotechnical services include review of aerial photographs and geologic maps, geologic and geotechnical site reconnaissance, subsurface investigations, engineering analysis, geotechnical laboratory testing, landslide monitoring, preparation of geotechnical reports, and construction observation and testing services. Our inspection services include inspections during reinforcing steel and concrete placement, structural steel masonry placement inspection, sampling and testing of masonry grout and mortar, structural steel inspection in the fabrication shop and in the field, post installed anchor placement inspection and load testing and fireproofing inspection. Our materials testing services consist of qualification review of aggregate base to check for compliance with project specifications; and compaction testing of subgrade and aggregate base and asphalt concrete, compression testing of concrete cylinders, masonry grout and mortar and pull and torque testing of post installed anchors.

Representative projects include:

- Willard Park Clubhouse and Restroom Replacement Project
- City of Berkeley Transfer Station New Above-Ground Storage Tank
- Restroom in Right of Way
- Corporation Yard Maintenance Building

## Exhibit A

# CITY OF OAKLAND ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

*Oakland, CA*



### SCOPE OF WORK

Materials Testing and Special Inspection Services

### PERSONNEL INVOLVED

Peter Connolly, Principal Engineer  
Ransom Hennefer, Principal Engineer

John McKenna, Field Technician  
Joshua Muller, Field Technician  
Trajche Trajkovski, Field Technician  
Jalal Keramat, Special Inspector  
Amir Moayed, Special Inspector  
Johnkin Eliyeh-Ordshahi, Special Inspector  
Bryan Stienbrueck, Laboratory Manager

### REFERENCE

Sarah Fine, City of Oakland  
(510) 238-7131

### PROJECT DESCRIPTION

Ninyo & Moore provided Construction Materials Testing services for the Street Rehabilitation project in the City of Oakland, California. This project includes rehabilitation of Broadway Street between 11th & 15th Streets and between 17th & 20th Streets and also involves microsurfacing on Broadway Street between 15th & 17th Streets.

Ninyo & Moore's services included review of the aggregate base and asphalt mix design submittals to check for compliance with project specifications; compaction testing of sub-grade, aggregate base and asphalt concrete; batch plant inspection for sampling aggregates and oil; sampling hot mix asphalt on the day of paving; and transport of samples to our laboratory for testing. Our laboratory testing services include Proctor Density Test, Sieve Analysis, Sand Equivalent, Durability Index, R-Value, Cleanness Value, Theoretical Maximum Specific Gravity and Density (Rice), Asphalt Binder Content, HMA Moisture Content and Stabilometer Value using Caltrans test methods. One of our Caltrans-certified field technicians was assigned to this project from start to finish and worked closely with City staff to provide test results on a daily basis.

Representative projects also include:

- Batch B Streets Pavement Coring
- 35th Street Improvements
- Citywide Pavement Resurfacing
- 3 Ballfields Wiring & Lighting
- Fire Station No. 7
- 4930 Stoneridge Court Landslide

## Exhibit A

# CITY OF VALLEJO ON-CALL ENVIRONMENTAL HAZARDOUS MATERIAL SERVICES

Vallejo, CA



## SCOPE OF WORK

Hazardous Building Materials Survey

## PERSONNEL INVOLVED

William Larkin Principal  
Environmental Scientist  
Brandon Wilken, Technical Advisor

## REFERENCE

Derek Crutchfield, City of Vallejo  
(707) 648-8601

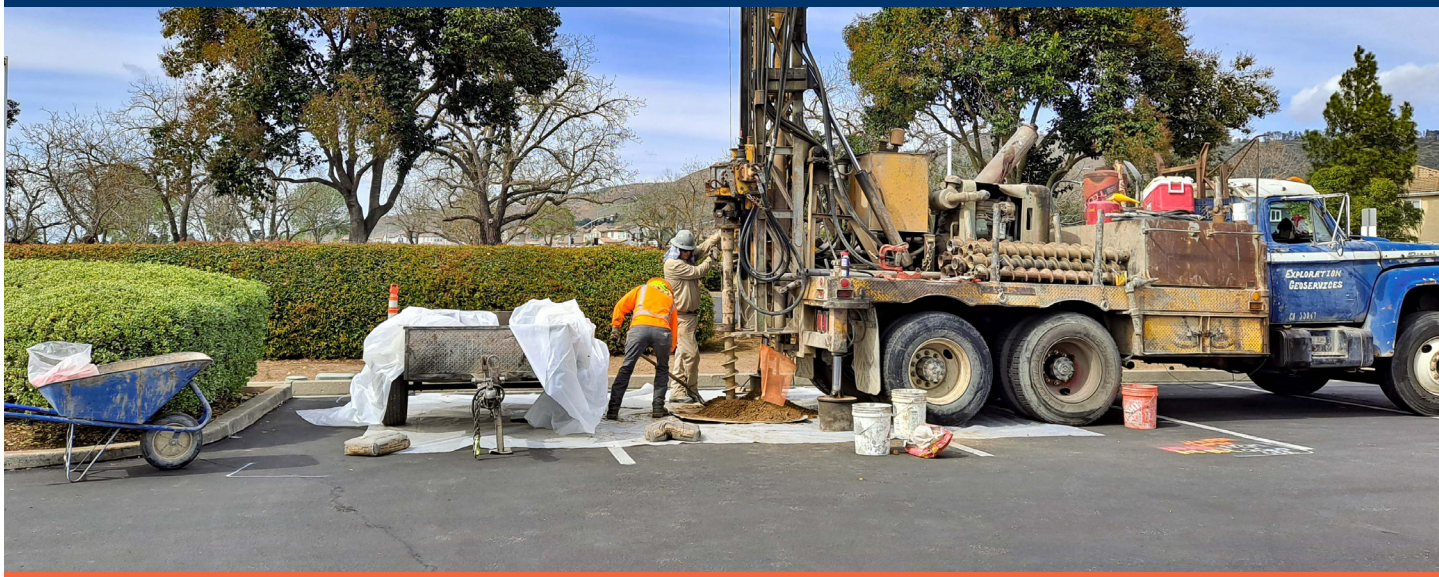
## PROJECT DESCRIPTION

Ninyo & Moore was contracted by the City of Vallejo (City) to provide engineering hazardous materials services on an on-call basis. Ninyo & Moore has conducted projects for the City of Vallejo from 2019 through the present-day. The projects completed to date have included performance of hazardous building materials surveys (HBMS), and preparation of HBM abatement specifications. Buildings/facilities included a variety of structures such as a former church/homeless center and various municipal buildings. Ninyo & Moore has also conducted Phase I/II ESAs and provided environmental consulting services for PCB impacted soils.

Ninyo & Moore performed a HBMS for 2118 and 2134-2136 Sacramento Street in Vallejo. The scope of work performed included sampling for suspect ACM and LCM and preparation of abatement specifications for asbestos and lead. Subsequent to the HBMS, Ninyo & Moore was retained to provide abatement oversight, which included clearance air sampling and preparation of required close-out documents. This project also dealt with a homeless enclave that was set afire during the course of the abatement process. The abatement was delayed, but the project was completed on time and Ninyo & Moore completed the project within budget. Ninyo & Moore also provided abatement oversight for a project site located at 200 Georgia Street in Vallejo. The project included clearance air sampling on an as-needed basis.

# CITY OF SANTA CLARA ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

*Santa Clara, CA*



## SCOPE OF WORK

Materials Testing and Special Inspection Services

## PERSONNEL INVOLVED

Peter Connolly, Principal Engineer  
Ransom Hennefer, Principal Engineer

John McKenna, Field Technician  
Joshua Muller, Field Technician  
Trajche Trajkovski, Field Technician  
Jalal Keramat, Special Inspector  
Amir Moayedi, Special Inspector  
Johnkin Eliyeh-Ordshahi, Special Inspector  
Bryan Stienbrueck, Laboratory Manager

## REFERENCE

Kaveh Forouhi, City of Santa Clara  
(408) 615-3000

## PROJECT DESCRIPTION

Ninyo & Moore was awarded an On-Call Materials Testing and Inspection Services contract in 2019 for a three-year term. Projects under this on-call contract consist of various capital improvement projects including street pavement reconstruction & rehabilitation, pedestrian and traffic signal improvements, building construction and renovation, storm drain and sanitary sewer pipeline and pump station rehabilitation, parks and recreation facilities construction and rehabilitation and curb ramp improvements.

Ninyo & Moore provided geotechnical observation and soil compaction testing for City's 2020 Pavement Preservation Project which is Federally-Funded and requires to follow Local Assistance Procedures Manual from Caltrans for sampling and testing of subgrade, aggregate base and asphalt concrete material. The project consists of removal and replacement of failed pavement areas, application of slurry seal surface treatments, installation of rubberized asphalt, replacement of pavement markings, and construction of new ADA-compliant curb ramps. Experienced Caltrans certified technician is assigned to perform sampling of aggregates from the batch plant and deliver to laboratory for conformance testing as well as in place density testing for sub-grade, aggregate base and asphalt concrete along with concrete sampling and testing per Caltrans testing requirements.

Representative projects include:

- Santa Clara Message Signs
- Stender Way Junction 60KV Transmission Line
- Memorex Junction Transmission Line
- San Thomas Junction
- Storm Drain Slide Gate Rehabilitation
- Police Building Chiller Replacement
- Westside Retention Basin Pump Replacement

# CITY OF ALBANY PAVEMENT REHABILITATION

*Albany, CA*



## SCOPE OF WORK

Materials Testing

## PERSONNEL INVOLVED

Ransom Hennefer, Principal Engineer

Joshua Muller, Field Technician

Bryan Steinbrueck, Laboratory Manager

## REFERENCE

Alison Carrillo, City of Albany

(510) 528-5737

## PROJECT DESCRIPTION

Ninyo & Moore was retained by the City of Albany for materials testing during the pavement rehabilitation of multiple city streets in the City of Albany. Ninyo & Moore's services consisted of earthwork observation and field density testing of fill and asphalt concrete, and performance of laboratory testing to evaluate maximum dry density and moisture content. Ninyo & Moore managed the materials testing scope of the project, coordinating work scheduling with city, providing daily test and field reports, and completing a final grading report summarizing the testing performed on the project. Services also included RFI review and response, submittal review, and liaison with the project team.

Representative projects include:

- Marin Avenue, Phase I
- Masonic Intersections
- Washington Avenue Project, Phase 2
- 2021 Sanitary Sewer Rehabilitation

# CITY OF RICHMOND BOORMAN PARK

Richmond, CA



## SCOPE OF WORK

Geotechnical Evaluation,  
Environmental Soil Investigation

## PERSONNEL INVOLVED

Peter Connolly, Principal Engineer  
Ransom Hennefer, Principal Engineer  
Bryan Steinbrueck, Laboratory Manager  
Brandon Wilken, Principal Geologist  
Brian Busch, Principal Environmental Scientist  
Aubrey Cool, Principal Geologist  
Ryan Bast, Sr. Project Geologist

## REFERENCE

Josef Munoz, City of Richmond  
(510) 307-8091

## PROJECT DESCRIPTION

Ninyo & Moore performed a geotechnical evaluation for the project which consisted of regrading the park to remove or flatten the existing beams, trail reconfiguration, relocation of the basketball court and play areas, and construction of a new artificial-turf athletic field, new restrooms, skate spot, parking lots, and a community gathering area with a shade pavilion.

For environmental services, Ninyo & Moore has completed a Phase I ESA, Preliminary Endangerment Assessment (PEA), multiple supplemental site investigations, grant support services, and a Remedial Action Plan (RAP) with supporting documents for the 3.1 acre park that is a former ceramics manufacturing facility. Currently the site is in redevelopment. Ninyo & Moore is overseeing the environmental compliance for the project by providing air and dust monitoring services, compliance sampling, and managing stakeholders and the Department of Toxic Substances Control (DTSC) during removal actions at the site.

# CITY OF ALAMEDA MASTICK SENIOR CENTER

Alameda, CA

## SCOPE OF WORK

Hazardous Building  
Materials Survey

## PERSONNEL INVOLVED

Brandon Wilken, Technical Advisor  
William Larkin, Principal Environmental Scientist  
Stephen Waide, Certified Industrial Hygienist

## REFERENCE

Chandni Patel, City of Alameda  
(510) 747-7900

## PROJECT DESCRIPTION

Ninyo & Moore was retained by the City of Alameda (City) to perform limited hazardous building materials sampling, analysis and reporting related to planned roof renovations at the Mastick Senior Center (MSC) in Alameda, California. Based upon the sampling implemented by Ninyo & Moore, the City implemented abate-ment activities on the MSC roof. Ninyo & Moore oversaw the abatement activities. During the roof abatement and renovation activities, rain leaked into the MSC roof and complaints were received from MSC personnel and patrons related to potential mold contamination within the interior areas of the MSC. The City then had Ninyo & Moore implement microbial air sampling after cleaning and drying activities were performed by a water restoration contractor hired by the City. The results of the microbial air sampling showed that the affected interior areas of the MSC reflected normal indoor fungal ecologies.

# APPENDIX



# Rate Schedule

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 220
Senior Engineer/Geologist/Environmental Scientist .....	\$ 210
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 200
Project Engineer/Geologist/Environmental Scientist .....	\$ 195
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 180
Staff Engineer/Geologist/Environmental Scientist .....	\$ 165
GIS Analyst .....	\$ 145
Technical Illustrator/CAD Operator .....	\$ 120

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 200
Field Operations Manager .....	\$ 130
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 125
Supervisory Technician .....	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 115
Senior Technician .....	\$ 115
Technician .....	\$ 110

#### Administrative Staff

Information Specialist .....	\$ 100
Geotechnical/Environmental/Laboratory Assistant .....	\$ 100
Data Processor .....	\$ 80

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 15/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

Technicians and special inspectors, are charged portal to portal at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

# Exhibit A

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

## Exhibit A



1301 Marina Village Parkway, Suite 110 | Alameda, California 94501 | p. 510.343.3000 | f. 510.343.3001

ARIZONA | CALIFORNIA | COLORADO | NEVADA | TEXAS | UTAH



[ninyoandmoore.com](http://ninyoandmoore.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2025

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> Cavnagac 451 A Street, Suite 1800 San Diego CA 92101	<b>CONTACT</b> NAME: Certificate Department PHONE (A/C, No, Ext): 619-234-6848 FAX (A/C, No): 619-234-8601 E-MAIL ADDRESS: certificates@cavnagac.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Travelers Property Casualty Company of America	
INSURER B : Pacific Insurance Company, Ltd	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:** 1889956548**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Separation of in GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6308986R247	10/3/2024	10/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8107N033091	10/3/2024	10/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP9J428527	10/3/2024	10/3/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB6P428399	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/ Pollution Liability			72OH068190524	10/3/2024	10/3/2025	Each Claim \$5,000,000 Aggregate \$5,000,000

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

Re: CITY OF ALAMEDA/ON CALL GEO AND CMT 08OAK02-00846. Additional Insured coverage applies to General Liability, Auto Liability for CITY OF ALAMEDA, its City Council, boards, commissions, officials, employees, agents, and volunteers per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply when afforded on underlying policies). Professional Liability - Claims made form, defense costs included within limit. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

Initial

Le

5/12/2025

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF ALAMEDA  
 950 W. Mall Square, Room 110  
 ALAMEDA CA 94501

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

AUTHORIZED REPRESENTATIVE

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

## **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

## COMMERCIAL AUTO

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

## COMMERCIAL AUTO

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 – 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.

POLICY NUMBER 6308986R247

COMMERCIAL GENERAL LIABILITY

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 6308986R247

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

#### **Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

## 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.

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.

POLICY NUMBER: P-630-8986R247

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 10-16-24

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

## DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

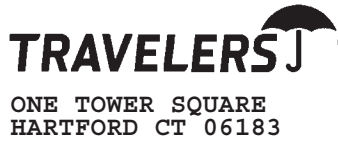
#### Designated Project General Aggregate(s):

GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
  1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
  4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

## COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B**; and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 R4 (00) - 002**

POLICY NUMBER: UB-6P428399

**NOTICE OF CANCELLATION OR NONRENEWAL  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS** :

**Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations**

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

**SCHEDULE**

<b>Name and Address of Designated Persons or Organizations:</b>	<b>Number of Days Notice:</b>
<b>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:</b>	<b>30</b>

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

**ADDRESS :**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

DATE OF ISSUE: 04/29/25

ST ASSIGN:

Countersigned by \_\_\_\_\_

Page 1 of 1



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) - 001**

**POLICY NUMBER: UB-6P428399**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**INCLUDING:**

WAIVER OF SUBROGATION. FIED  
CHANRGE IN CA .02

**Job Description**

ENGINEERING FIRM

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_