

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 **KIER & WRIGHT CIVIL ENGINEERS AND LAND SURVEYORS, INC.** a California corporation whose address is **2850 COLLIER CANYON ROAD, LIVERMORE, CALIFORNIA 94551** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

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

AGREEMENT

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

1. TERM:

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

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

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

10. INSURANCE:

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

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

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



Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

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

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
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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

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

Kier & Wright
Department: Survey
250 Cherry Lane #208
Manteca, CA 95337
ATTENTION: Dean Jurado
Ph: (209) 662-6878 / Email: djurado@kierwright.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

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.

KIER & WRIGHT CIVIL ENGINEERS
AND LAND SURVEYORS, INC.
a California Corporation



Joe Thompson
Principal

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager



Garret Readler
Interim CFO

RECOMMENDED FOR APPROVAL

Signed by:



325168B32737491...

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



765D2AE39B18464

Len Aslanian
Assistant City Attorney

Response to
Request for Proposals

**ON-CALL LAND
SURVEYING SERVICES**

CITY OF ALAMEDA

04.07.2025



KIER+WRIGHT

“

Other firms are not as responsive as Kier + Wright.

Jeff Tang, Associate Civil Engineer | Zone 7 Water Agency





KIER+WRIGHT

April 7, 2025

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

RE: On-Call Land Surveyor Services

Dear Scott,

The City of Alameda (City) has an ambitious and thoughtful vision for maintaining and enhancing its built environment while carefully supporting future development at Alameda Point and along the northern waterfront. From providing critical flood certifications and boundary surveys to supporting essential infrastructure upgrades, it's clear that the City prioritizes responsive, high-quality land surveying as a foundation for well-executed public projects. Your focus on flexibility, reliability, and a deep understanding of the community's needs is evident in this RFP and in the City's longstanding approach to infrastructure improvement.

Kier + Wright (K+W) is proud to currently serve on the City's on-call list for land surveying services and has had the opportunity to contribute to a number of meaningful projects—including a lot line adjustment for the Alameda Aquatic Center and parcel map reviews that support the City's planning and development processes. We understand the level of care, communication, and precision expected by your team and are committed to upholding those standards on every task order we receive.

With over five decades of experience in California, K+W is prepared to provide the full range of requested services outlined in Exhibit A. We understand the importance of responsiveness for on-call work, and we bring local knowledge, in-house technical depth, and a project team ready to integrate seamlessly with City staff and processes.

We would be honored to continue supporting Alameda's success. Please contact me directly at 925.412.3883 or jthompson@kierwright.com if you have any questions. We look forward to the opportunity to continue working with your team.

Sincerely,

Joe Thompson, PLS (authorized to bind)

Principal-in-Charge, QA/QC
jthompson@kierwright.com
925.412.3883

2850 Collier Canyon Road
Livermore, CA 94551
925.245.8788
www.kierwright.com

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Description of Organization

FIRM PROFILE

In the 1990's, Kier + Wright (K+W) began offering land surveying services to local agencies and municipalities on an on-call basis. With each on-call contract awarded to our firm, we have established our experience as an on-call extension of public agency staff. Our surveyors are accustomed to working on a task order basis, and over years of experience with this kind of project delivery, have developed processes that streamline scheduling and allocation of resources for on-call task orders. Many of our public sector clients have continued to renew on-call agreements with us over time. We treat each new on-call opportunity as a relationship that will last decades—and we work hard to show our public sector clients that their goals are our goals.

K+W is trusted by many cities to bring their public improvements to life, such as the [City of Alameda](#), City of Hayward, the Town of Los Gatos, City of Dublin, City of Livermore, and many local municipalities including [Alameda County Public Works](#), Zone 7 Water Agency, and [Alameda County Water District](#). Relying on our highly collaborative approach and decades of experience to influence our innovative solutions to their unique needs predicated by their company cultures and missions.

K+W's growth and success is largely due to referrals, repeat business, and our underlying philosophy that demands the [highest quality professional service](#), responsibility to client needs, and timeliness.

OFFICE LOCATIONS

K+W is a California Corporation with offices in Livermore, Santa Clara, Gilroy, Manteca, Sacramento, Camarillo, Irvine, Escondido, and Austin, Texas.

RESPONDING TO EMERGENCY SITUATIONS

K+W is built for flexibility. We understand that on-call contracts come with varying timelines, scopes, and budgets—and we're prepared to respond quickly to meet the City's milestones.

Our experienced team of surveyors, engineers, and technicians are accustomed to being deployed as needed to support fast-moving projects. Thanks to the size and structure of our firm, we can manage multiple projects in parallel while maintaining quality and meeting concurrent deadlines.

We've repeatedly demonstrated our ability to provide quick turnaround with minimal notice, not only because we're local, but because we see ourselves as an extension of City staff.



1972
Founded



9
Offices



215
Employees



35
Licensed
Civil Engineers



14
Licensed
Land Surveyors



100+
LEED Certified
Projects



K+W delivered extremely tight turnarounds while maintaining a client-centric level of service.

Ash Puri, Project Manager
Lendlease (Google)
(Retired)

TEAM INTRODUCTION | WORK PLAN

To support this contract, K+W has assembled a team of professionals with deep expertise and a proven track record of ingenuity, collaborating effectively and rapidly responding to client needs. They all have prior experience managing on-call task orders.

PRINCIPAL-IN-CHARGE, QA/QC

Joe Thompson, the principal responsible for overseeing all land surveying and mapping services provided from K+W's Livermore office location, will be our contract manager. He will support task orders on a supervisory level, will provide internal QA/QC review during topographic survey and mapping task orders, and will be responsible for ensuring that our survey managers have the resources needed to continue providing the City of Alameda with consistent, efficient, cost-effective service.

GENERAL SURVEYING + MAPPING

Topographic survey, boundary surveying, drone photogrammetry and mapping task orders will be managed by *Dean Jurado (day-to-day contact)*. *Kc Keller* will be available to support efforts as needed. These two highly experienced Senior Land Surveyors will work in tandem as project managers and direct points of contact for the City.

CONSTRUCTION STAKING

Gerry Hammond, our Construction Staking Manager responsible for managing our Livermore-based field survey and construction staking operation, will be responsible for managing any construction survey task orders issues under this contract.

SUBCONSULTANTS

COOPER AERIAL - PHOTOGRAMMETRY

For any task orders where our in-house drone aerial photogrammetry are prohibited from mobilizing, K+W will utilize Cooper Aerial Surveys. Our Project Managers will directly coordinate with Cooper to schedule flights as needed.

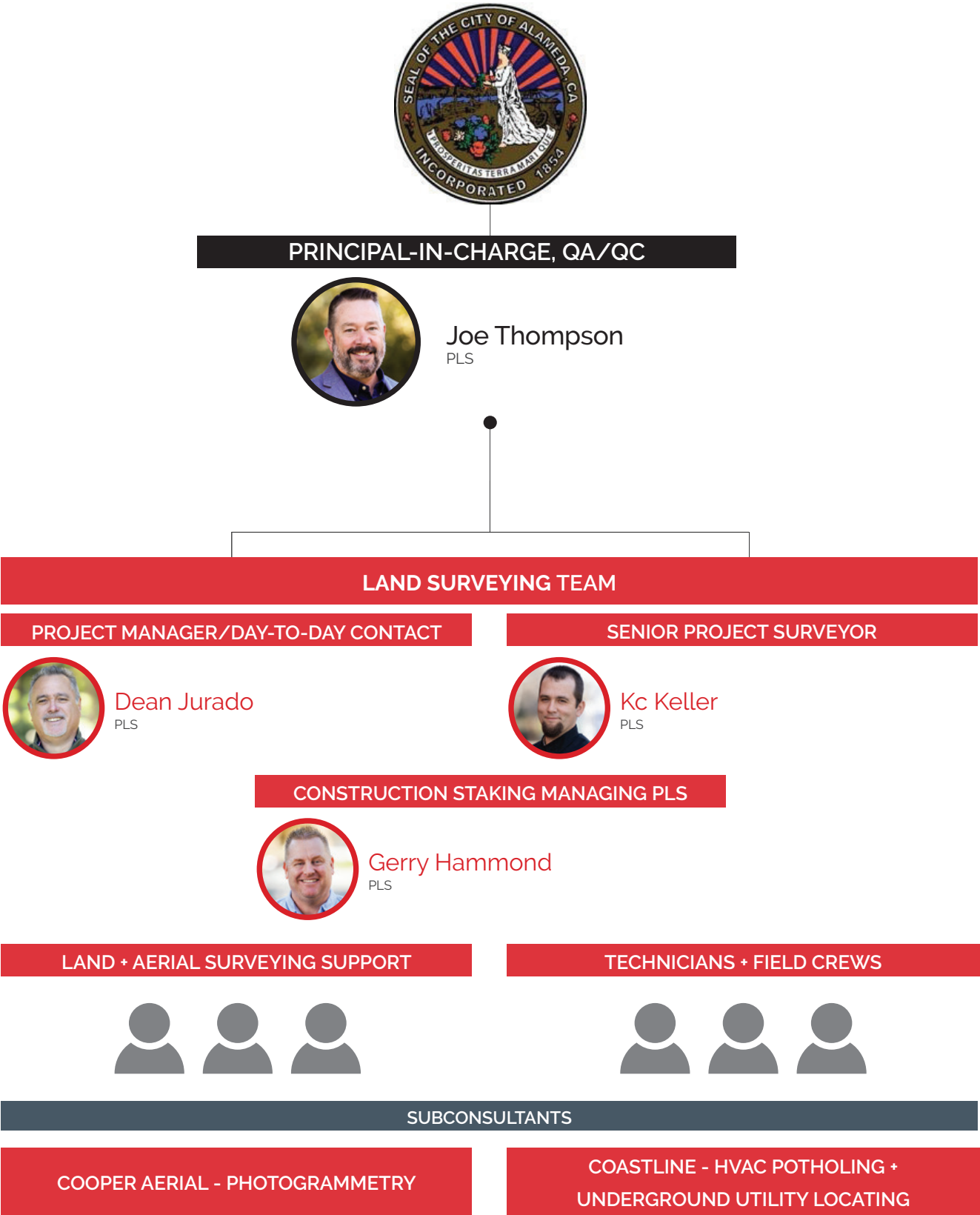
COASTLINE UTILITY - HVAC POTHOLING + UNDERGROUND UTILITY LOCATING

Coastline will provide HVAC potholing and underground utility locating services as needed. In our previous on-call surveying contracts with the City of Alameda, we have not yet needed to utilize these services however we have them ready for any task orders that require HVAC potholing or underground utility locating.

ORGANIZATIONAL CHART

To support this contract, K+W has assembled a team of professionals with deep expertise and a proven track record of ingenuity, collaborating effectively and rapidly responding to client needs. They all have prior experience surveying projects within the City of Alameda.

This team is located in and will perform work out of our Livermore office located within Alameda County.





JOE THOMPSON, PLS

Principal-in-Charge

Joe has 28 years of surveying experience for land development projects, including public improvement projects for city and county municipalities. He regularly oversees public surveying task orders related to water resources and flood control. Joe is known for rapidly responding to public clients and understanding K+W's role as the Surveyor for improvements that impact the public well-being. Under his leadership, K+W's public client list has grown at a rapid rate, which is a testament to his superior management.

Licenses + Registrations
PLS, California

Years Experience
28

Branch Office
Livermore

PROJECT EXPERIENCE

**On-Call Surveying,
Alameda, CA**
City of Alameda

**On-Call Surveying - Various Tasks,
Alameda County, CA**
Alameda County Public Works
Agency

**Various On-Call Surveying Tasks,
Alameda County, CA**
Alameda County Water District

**Zone 7 Water Agency On-Call
Surveying - Various Tasks,
Alameda County, CA**
Alameda County Zone 7
Water Agency

**On-Call Surveying - Various
Tasks, Livermore, CA**
City of Livermore

**On-Call Surveying - Various
Tasks, Pleasanton, CA**
City of Pleasanton

**On-Call Surveying - Various
Tasks, Dublin, CA**
City of Dublin

**4th + 5th Ave. Improvements,
Livermore, CA**
Lawrence Livermore Natl. Lab.

**Arroyo Mocho Survey,
Pleasanton, CA**
Zone 7 Water Agency

**Veteran's Way Street
Improvements, Livermore, CA**
City of Livermore

**Railroad Ave. + S. Livermore Ave.
Street Improvements,
Livermore, CA**
City of Livermore

I Street Garage, Livermore, CA
City of Livermore

**IPC Public Infrastructure
Improvements, Tracy, CA**
Prologis

**Oaks Business Park Regional
Public Improvements,
Livermore, CA**
City of Livermore

**On-Call Survey Contract -
Various Tasks, Antioch, CA**
City of Antioch

DEAN JURADO, PLS

Project Manager, Day-to-Day Contact

Dean Jurado has 40 years of land surveying experience. Specialties include on-call map-checking for municipal agencies, topographic surveys, and ALTA surveys. Particular areas of expertise include right-of-way surveys, records of survey, well surveys, boundary resolutions and condominium maps. He is currently an acting town surveyor for the Town of Los Gatos and an acting city surveyor for Milpitas, Dublin, and Burlingame. In late 2019, Dean served as the interim county surveyor for the Alameda County Public Works Agency.



PROJECT EXPERIENCE

**On-Call Surveying,
Alameda, CA**
City of Alameda

**On-Call Municipal Utility
Surveying Services, Alameda, CA**
Alameda Municipal Power

**Zone 7 Line Repairs: J-1 and F; J
and J-6, Dublin, CA**
Alameda County Zone 7
Water Agency

**Alameda Creek + Arroyo de la
Agua at Hwy. 84 Right-of-Way
Survey, Sunol, CA**
Alameda County Zone 7
Water Agency

**City of Antioch On-Call,
Antioch, CA**
City of Antioch

**On-Call Map-Checking,
Dublin, CA**
City of Dublin

**On-Call Map-Checking,
Milpitas, CA**
City of Milpitas

**On-Call Map-Checking,
Burlingame, CA**
City of Burlingame

**On-Call Map-Checking,
Los Gatos, CA**
Town of Los Gatos

**City of Sacramento On-Call,
Sacramento, CA**
City of Sacramento

**Downtown Specific Plan
Improvements, Livermore, CA**
City of Livermore

**D Street 3D Scanning,
Hayward, CA**
Alameda County Public Works

**International Park of Commerce,
Tracy, CA**
Prologis

**Dermody Arch Road
Logisticcenter Phase I + II,
Stockton, CA**
Dermody Properties

**ATL Survey for Parcel 2,
Stockton, CA**
Seefried Industrial Property

Licenses + Registrations
PLS, California

Years Experience
40

Branch Office
Manteca



KC KELLER, PLS
Senior Project Surveyor

Kc Keller has been a part of K+W’s Livermore mapping department since 2013. His 12 years of land surveying experience includes survey drafting, mapping, and management of various survey tasks for a diverse range of land development and infrastructure improvement projects. Areas of expertise include complex boundary resolutions and the management, production and coordination of design-level topographic survey projects. As the lead project surveyor assigned to this project, Kc will be responsible for overseeing the day-to-day progress of survey work. He will coordinate with office survey technicians and drafters to ensure that work is completed in conformance with the project schedule.

Education
B.S. Geomatics Engineering
CSU Fresno

Licenses + Registrations
PLS, California
PLS, New Mexico

Years Experience
12

Branch Office
Livermore

PROJECT EXPERIENCE

Robert Livermore Park Solar Canopy Project, Livermore, CA
Livermore Area Recreation + Park District

Stockmen's Park, Livermore, CA
City of Livermore

Zone 7 Headquarters Monitoring, Livermore, CA
Zone 7 Water Agency

City of Pleasanton On-Call, Pleasanton, CA
City of Pleasanton

City of Sacramento On-Call, Sacramento, CA
City of Sacramento

Somersville Town Center, Antioch, CA
City of Antioch

Deer Valley High School Field & Stadium, Antioch, CA
Antioch USD

Short Term Ace Train Station Parking, Pleasanton, CA
City of Pleasanton

Zone 7 Line Repairs, Pleasanton, CA
Zone 7 Water Agency

Sportsfield Park Survey, Newark, CA
City of Newark

City of Madera Wastewater Treatment Plant Solar Installation, Madera, CA
City of Madera

Madera Municipal Airport Solar Installation, Madera, CA
City of Madera

1250 Old Bayshore Highway | Aerial Topographic Survey, Burlingame, CA
City of Burlingame

Mitten Road | Boundary + Topographic Survey, Burlingame, CA
Distributed Solar Development

1600 Trousdale Avenue Residential | Record of Survey Map, Burlingame, CA
SJ Amoroso Construction

GERRY HAMMOND, PLS

Construction Staking Managing PLS

Gerry Hammond's 25 years of varied land surveying experience in Northern and Central California includes field surveying, mapping, estimating, survey project management and construction survey staff management. Since 2016, Gerry has been responsible for the management of K+W's Livermore field survey and construction staking operation. In this role, he oversees a department of over 20 staff, including field surveyors, survey coordinators, and construction survey administrative support personnel. He manages all construction staking estimating and scheduling activities handled out of Livermore.



PROJECT EXPERIENCE

Krusi Park Pre-Fabricated Bldg, Alameda, CA

City of Alameda

Legacy Livermore Mixed-Use, Livermore, CA

Legacy Partners

Sandia Livermore Parking Expansion, Livermore, CA

Sandia National Laboratories

Arroyo Mocho Foothill Rd. Bank Failure Retaining Wall, Pleasanton, CA

Zone 7 Water Agency

Arroyo Mocho Stoneridge Drive to Martin Drive, Pleasanton, CA

Zone 7 Water Agency

Stanley Blvd./Bernal Ave. Pedestrian Improvements, Pleasanton, CA

City of Pleasanton

Workday Headquarters, Pleasanton, CA

Workday

The Galloway @ Hacienda, Pleasanton, CA

Essex Property Trust

The Galloway @ Owens, Pleasanton, CA

Essex Property Trust

Sacramento Community Center Theater Renovation, Sacramento, CA

City of Sacramento

Millbrae Recreation Center, Millbrae, CA

City of Millbrae

King Park Improvements, San Mateo, CA

City of San Mateo

Newark Civic Center, Newark, CA

City of Newark

International Park of Commerce Trunk Sewer + Water Lines, Tracy, CA

Prologis

The Veranda, Concord, CA

CenterCal Properties

Austin-Arch Logistics Center, Stockton, CA

KPRS Construction Services

Licenses + Registrations

PLS, California

PLS, Nevada

PLS, Idaho

Years Experience

25

Branch Office

Livermore

Years Experience

17

Branch Office

Phoenix, AZ

**PHILIP GERSHKOVICH, CP - COOPER AERIAL
Lead Photogrammetrist**

Philip has more than 17 years of experience and is a highly respected member of the aerial mapping community. In 2016, Philip acquired Cooper Aerial Surveys, Co. and became President & CEO. Since taking on this key leadership role, Philip has leveraged his extensive knowledge of computer science to bring Cooper to new heights in technology and innovation. Philip oversees many large-scale projects throughout Arizona and nationally. He works hands-on with each client and project that Cooper undertakes. His work with agencies such as the Department of Transportation, townships, counties, and numerous major developers, gives him the necessary skillset to manage projects of any size.

PROJECT EXPERIENCE**I-580/Corral Hollow,
Photogrammetrist,
Tracy, CA**

Conducted an aerial mapping project of the I-580/Corral Hollow area for CALTRANS. The project involved capturing GSD Color Imagery through two flight lines comprising 13 exposures, resulting in 11 mapping models. Utilizing aerial ground control established by Mark Thomas, the team generated a 1"=50' scale map in stereo, including all planimetric features and a 3D Digital Terrain Model, essential for producing 1' contour lines. LiDAR technology was employed for comprehensive 3D rendering and to classify the terrain to Bare Earth, facilitating the contour processing. Additionally, the project encompassed flight services to acquire 1:3600 color photography, lab services for scanning all photography at 10 microns, and imagery services to produce an orthorectified file. The final deliverables included an analytical bridging report and digital files in accordance with Caltrans Requirements B2, as well as a photo index as stipulated in section C.

**Sr 87 & Capitol Expressway,
Photogrammetrist,
San Jose, CA**

Conducted an aerial mapping project for CALTRANS at the SR 87 & Capitol Expressway site. The operation included acquiring 1:3600 color photography across two flight lines with a total of 13 exposures, leading to the development of 11 mapping models.

Utilizing aerial ground control implemented by HMM CA, the team produced a 1"=50' scale map in stereo, incorporating all planimetric features and a 3D Digital Terrain Model for the generation of 1' contours. This project yielded various deliverables, including 2D and 3D AutoCAD files of the contours and plan, a 3D AutoCAD file of the DTM, ASCII format files of the DTM, Civil 3D XML surface files, orthorectified imagery, and Microstation 2D and 3D files. Lab services also scanned all photography at 10 microns, ensuring high-resolution data for processing and analysis.



Years Experience

10

Branch Office

Livermore

NORMAN BANKS - COASTLINE

Lead Locating Technician

Norman is a seasoned utility technician with hands-on experience in locating, marking, and gas service operations. As the Lead Locate and Mark Technician at Coastline Utility Services, he oversees daily operations and technician training as well as champions safety and quality control. His expertise spans from high-priority fiber locating using advanced detection tools to complex propane system installations and conversions. Norman brings a strong combination of technical skill, field leadership, and operational know-how to every project.

PROJECT EXPERIENCE

Lead Locate and Mark Technician, Coastline Utility Services, Livermore, CA

Responsible for day to day operations and management. In charge of training and technician management.

Locate and Mark Technician, Stake Center Locating, Northern California

In coordination with Supervision and other Technicians: Coordinated with other utilities including construction companies and homeowners to carry out the Locate and Mark process as needed. Use of ML3 Vivax and Pipe Horn 800 to locate High Priority Fiber.

Locate and Mark Technician, PG&E, San Francisco / Richmond, CA

In coordination with Supervision and other Technicians: Coordinated with other utilities including construction companies and homeowners to carry out the Locate and Mark process as needed. Use of ML3 Vivax and Pipe Horn 800 to locate electrical and gas facilities.

Lead Gas Service Technician, Advanced Elevator Solutions, Concord, CA

In coordination with upper Management and Newly, acquired or current duties included: Class B Driver Hazmat Endorsed, Craned Boom Truck operator, Multiple Craned service Trucks. Transportation Delivery Driver of bulk Propane (Bob Tail) to various locations. Traveling to various sites residential and commercial Installing new propane systems. To include Propane Tanks, Gas Lines, Regulators, Meters, and Appliances. Diagnosis Trouble Shooting and repair of Propane driven equipment and appliances. Conducted natural gas to propane conversions. Understanding of chemical flow, pressures, temperatures, and regulation of flow.



Scope of Services

SCOPE OF SERVICES(IN-HOUSE)

1. AERIAL MAPPING + PHOTOGRAMMETRY

K+W has a rigid approach to the aerial mapping process that insures that our surveys maintain the highest level of accuracy possible. We can utilize aerial triangulation methods as well as fully ground control approach. We have also incorporated drone flights and have dedicated **licensed drone flight operators** that excel in aerial mapping and photogrammetry using our **professional-grade Wingtra drones**. We also prefer to limit our model size so that flying height can be lowered to provide our mapping consultant with the ability to maximize vertical accuracy. Our project surveyor will work with the City staff to identify the survey usage and limits, develop a mission plan and have our survey crews execute the ground control field work and then we will utilize our drones to capture aerial photogrammetry data or work

with Cooper Aerial when the environment limits drone flights. Once the mapping is complete we will then conduct supplemental ground topographic surveying as needed. Once the field work is complete the drafting process will begin along with the follow up field and office checking procedures that we have in place as a part of our quality control process.

2. ALTA SURVEY

ALTA surveys will be prepared in conformance with the **2021 ALTA/NSPS Minimum Standard Detail Requirements and Accuracy Standards** for land title surveys along with any optional Table A items the City may require. We have a **fully developed in-house process** for ALTA surveys and routinely deliver 5-10 of these surveys per week to our clients.



3. AS-BUILT SURVEYS

Working with the City project manager or inspection staff we will perform field surveys to confirm the condition of as-built improvements. **Where applicable, we can utilize our 3D scanning capabilities to accurately capture existing conditions.** We typically meet on-site with the City staff to define their concerns and develop a work plan on how to insure that the **deliverables will meet their needs.**

4. BOUNDARY SURVEYS

Our normal approach to boundary surveys start with the completion of detailed research for survey maps, deeds, and other documentation that is germane to the project. This research begins with the City survey records, continues into the recorded documents and maps available from the public records and then the County of Alameda map and file room records are explored for relevant information. Past experience has taught us that when working in the City of Alameda there is a great deal of **historic information that the City should have available that needs to be carefully explored.** Once the research is complete, a boundary mosaic is prepared that will allow the project surveyor to understand how the boundary or right-of-way latches together and also serves as the roadmap for both the field survey as well as the boundary resolution. Using the mosaic and preliminary calculations the field survey effort can be focused and effective **in providing the needed information both quickly and economically.** Once the field survey work is complete then the field monument and improvement positions are compared against the record information and a fully resolved boundary survey is completed.

5. CONSTRUCTION STAKING

For the construction staking projects that the City may require our assistance on, the inspectors and/or contractors will work with our construction survey department manager, Gerry Hammond, who will assist them in setting up a program that **provides the level of service that each project requires.** Typically, on these types of projects the City's field inspector will contact the survey crew dispatcher directly with a staking request; the dispatcher will be available to them as needed to make sure all their needs are satisfied. The dispatcher also works directly with several staff members in the construction staking department

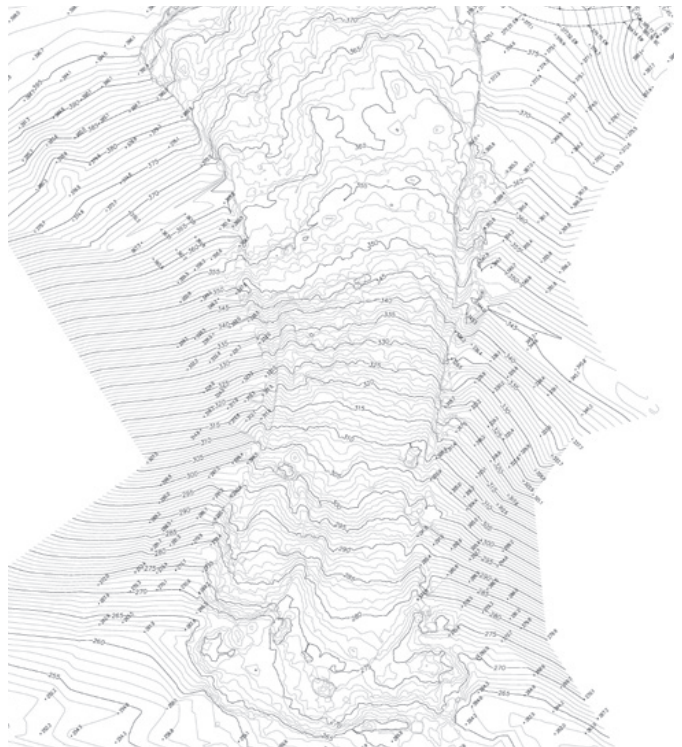
who are dedicated to providing construction support and calculations. These staff members will conduct whatever level of preparation and plan review that may be required to support the field survey crews. They will also work with the project design team to identify any questions or concerns that may exist in the plans prior to the crews being mobilized to the field. The fact that we have over **ten field survey crews working in the bay area everyday** provides us with a great deal of flexibility on meeting the scheduling needs of your inspection staff or to handle any emergency staking needs that might arise.

6. FINAL MAP REVIEW

K+W will review Subdivision Maps for conformance with the Subdivision Map Act and the City of Alameda requirements. We will review the map for technical correctness, and **will sign the map as the Acting City Surveyor.** Working with the City staff we will develop a procedure to **handle the submittals quickly and efficiently.** This can be done either by a fully electronic transmission process or with printed copies.

7. FINAL MAPPING

K+W can prepare subdivision maps for the City, in **conformance with the Subdivision Map Act and City requirements.** The maps will be based on approved Tentative Maps, and will follow a work plan that will be developed using direction provided by the City staff.



8. FLOOD CERTIFICATIONS

K+W will prepare FEMA elevation certificate following the guidelines established by FEMA. This work will be completed using the information contained on the **current FEMA Flood Insurance Rate Maps** and incorporating any modifications made by **LOMR** or **flood insurance studies** that may affect the subject property. The certificates will be based on field surveys.

9. GPS SURVEYS

We consider the utilization of GPS equipment in the surveying process as a tool designed to make our survey crews more efficient. We currently have **8 pairs of Trimble GPS receivers** with base stations along with several remote base station systems available. We utilize Trimble Business Center for reduction and checking of data and we have the capability to handle any GPS surveying task that our clients may need. We are also **conscious of vertical accuracy requirements** so often times we supplement the elevations from the GPS data by running digital level loops over the ground control points.

10. LAFCO MAPPING + DESCRIPTIONS

K+W will prepare the mapping and legal Descriptions as required by LAFCO for annexation of existing parcels into the City of Alameda. Maps and descriptions will be based on record information when appropriate or a field survey when necessary. We are familiar with this process and have handled both **annexations and de-annexations for our on-call clients**.

11. LEVELING SURVEYS

All leveling surveys will be completed by utilizing a Trimble digital level and closed differential level loops. We have 6 of these levels, several of which **conform to NGS specifications for Blue Book benchmark leveling**. The data is checked and reduced using the Trimble Business Center programs to insure quality control. For one of our on-call clients we have developed a **6 mile system of repeatable rigid high accuracy level runs** for subsidence monitoring purposes. Our crews are familiar with using both a double rodded and return loop procedures.

12. LOT LINE ADJUSTMENTS/LOT MERGERS

We routinely use the **Lot Line Adjustment process** on both our on-call and on our development projects as this vehicle allows our clients the most flexibility when reconfiguring parcels. We are finding that more and more municipalities prefer to use the **Parcel Map Waiver process** to adjust or merge parcel lines and we also use this process routinely. **We are comfortable using either method.**

13. POTHOLE OF EXISTING UTILITIES

During the course of the design project potential utility conflict areas will be identified and a plan of action for the potholing of the existing utility lines will be prepared. We can work with the client to engage the services of a pre-approved contractor or with Badger Daylighting to uncover these utility lines and then work with the contractor to gather field data to document the as-built locations and elevations of these facilities.

14. PREPARATION OF LEGAL DESCRIPTIONS

Using either record data or field survey information K+W can prepare plats and legal descriptions for the City. **We work with our client to develop a work plan** that identifies both the record boundary of the overall subject property and the limits of the area or features to be described. We are also sensitive to the individual technical requirements that outside agencies such as Alameda Power or East Bay Municipal Utility District require and we work hard to insure conformance.

15. PROCESSING WITH COUNTY RECORDER'S OFFICE

K+W is very familiar with the procedures and staff at the Alameda County Clerk and Recorder's Office, and can process any document to recordation. We will also **work closely with the Title Company** that the City uses to streamline this process whenever possible.

16. PROVISION OF TITLE REPORTS

We would work with the City to obtain any title reports or other Title Company services that may be needed to complete the needed tasks. Typically our clients have a Title Company under contract to provide Title Services however if one is not available then we have **established relationships with the major Bay Area title company staff** that would allow us to assist the City efficiently.

17. RECORD OF SURVEY MAPPING/ CORNER RECORDS

If the City has a project that requires a resolved boundary survey then the appropriate follow up documentation would be the filing of a Record of Survey. We approach every boundary survey with an **eye to this requirement and identify early in the process an approach and budget for the City Project Manager**. We take this process seriously and have a good track record in processing Records of Survey through the County of Alameda Surveyors office. The requirement for a Record of Survey to be filed could be triggered by the Boundary Survey process, a need to document monumentation lost by a roadway improvement project or the need to document a material discrepancy found during the course of a survey prepared for the City.

Corner Records are a useful tool used to perpetuate the locations of existing monumentation that may be lost during the construction process and document the character of any replacement monumentation set.

This is a common process that we routinely follow for our on-call clients. The record of survey or corner record will be prepared by one of our licensed surveyors and will be prepared in conformance with the provisions contained in the California Land Surveyors' Act.

18. RESEARCH OF EXISTING UTILITIES OR BASE MAPS

We have a **full time utility researcher on staff** that has the experience and relationships to conduct very efficient and complete utility research. We also have subscriptions to the research assistance services provided by both USA North and USA South that can be used to identify any utility providers that may have facilities in the area in question. Our researcher has a **full database of utility contacts and form letters** set up that allows them to process utility research requests quickly and they also maintain our tracking system to ensure that we can track the incoming responses.



Our researcher would reach out to the City staff at the beginning of this contract to identify the specific utility resources and data base information that is available from the City records and then incorporate these into the process. Upon completion of the research process the utility maps are transmitted to our drafting and survey department for incorporation in the topographic mapping or design survey process.

19. RIGHT-OF-WAY/APPRaisal MAPPING

Our approach to right-of-way surveys start with the completion of detailed research for survey maps, improvement plans, existing right of way mapping, field notes, deeds and other documentation that is germane to the project. If the project is to be completed under the purview of **Caltrans** then this research begins with **filing an online records request with District headquarters**. We are familiar with the process and have prepared these items for both Cities and the local transportation agencies. For our other municipal and private clients we have recently prepared formal boundary hard copies, right of way record maps, right of way monument maps, appraisal mapping, section 83 plats and the filing of Right of Way Records of Surveys all under Caltrans specifications and following their checking process.

20. TOPOGRAPHIC DESIGN SURVEYS

On each project, a mission plan will be generated by the project surveyor working closely with the City project manager to identify the **specific needs of the design team**. A comprehensive markup will be prepared for use by the field crews and support staff in understanding the level of detail requested and to identify the critical components of the survey. Our staff is **experienced in the preparation of both small cross section or hand topographic surveys and large scale surveys** that utilize a combination of aerial mapping and supplemental field hand survey information. Early in the process our utility researcher would be engaged to conduct full record utility research and one of our Land Surveyors would be included to develop the needed right of way, property or easement lines.

Our project surveyors, field survey crews and our drafting department conduct design level topographic surveys on a daily basis. These surveys range in size from a **50 shot as-built survey** to **4 miles of freeway with over 30,000 features** located on top of full range aerial mapping. Every member of our field staff is fully trained on the use of a Trimble robotic Total Station and we have spare instruments in house so that we can run two instruments on a crew when appropriate. It is not unusual for our crews to gather **1800-2500 topo shots per man per day**. Our staff has this process fully vetted and prides themselves in the preparation of the highest quality, highest production topographic surveys possible.



Organizational Quals



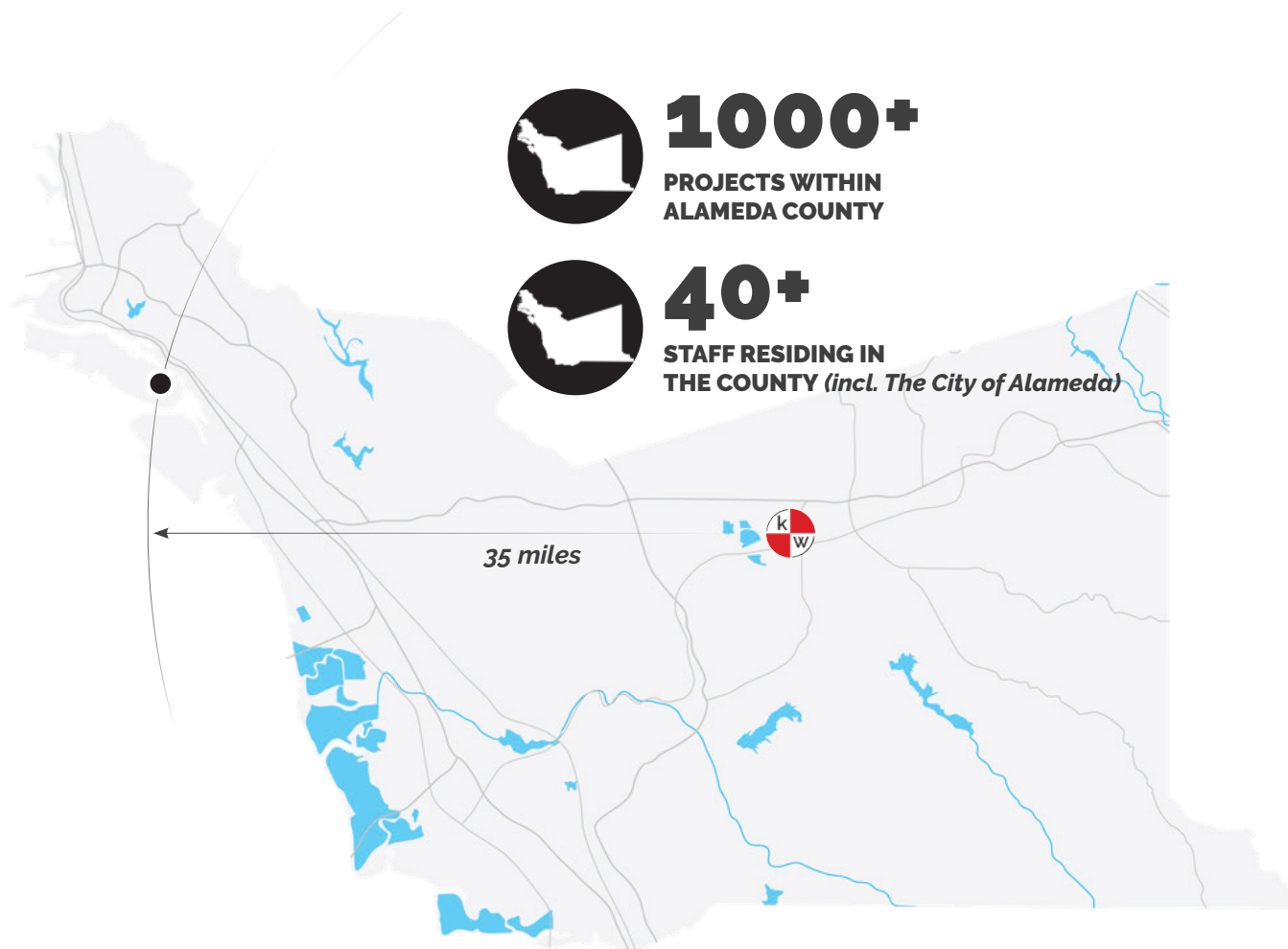
ORGANIZATION QUALIFICATIONS

LOCAL EXPERIENCE, LOCAL KNOWLEDGE

Based in Alameda County, K+W brings experience working on varied project types throughout Alameda County including projects located in the City of Alameda. Our team has provided the City on-call surveying services since 2016 and as such are intimately familiar with the City's needs and goals.

Local Alameda experience includes surveying and civil engineering for the following projects:

- Lot Line Adjustment for Alameda Aquatic Center
- Various Parcel Map Reviews
- Venture Commerce Center Alameda
- Alameda Southshore Intake Pump






















































































































































PUBLIC ON-CALL EXPERIENCE

The chart below presents currently contracted and pre-qualified land surveying tasks.

 Assigned Task-Orders

 Pre-Qualified Services

Agency	Served Since	Aerial Mapping + Photogrammetry	ALTA Survey	As-Built Surveys	Boundary Surveys	Construction Staking	Final Map Review	Flood Certifications	GPS Surveys	L:AFCO Mapping/Descriptions
Alameda County Public Works Agency	2001									
Alameda County Zone 7 Water Agency	1997									
City of Alameda	2016									
City of Antioch	2021									
City of Burlingame	2018									
City of Dublin	2016									
City of Hayward	2014									
City of Livermore	2002									
City of Milpitas	2016									
City of Newark	2016									
City of Pleasanton	1998									
City of Port Hueneme	2017									
City of San Leandro	2016									
City of Thousand Oaks	2017									
City of Walnut Creek	2016									
City of Sunnyvale	2020									
County of Contra Costa	2024									
Midpeninsula Open Space District	2002									
Town of Los Gatos	2012									
Ventura County General Services Agency	2016									

PUBLIC ON-CALL EXPERIENCE *cont.*

Assigned Task-Orders



Pre-Qualified Services

Agency	Leveling Surveys	Lot Line Adjustments/Lot Mergers	Pothole of Existing Utilities	Preparation of Legal Descriptions	Processing with County Recorder	Provision of Title Reports	Survey Mapping/Corner Records	Research of Existing Utilities	Research of Existing Base Maps	ROW/Appraisal Mapping	Topographic Design Surveys
Alameda County Public Works Agency		●				●	●	●	●		●
Alameda County Zone 7 Water Agency	●	●		●	●	●	●	●	●	●	●
City of Alameda	●	●		●	●	●	●	●	●	●	●
City of Antioch	●	●		●	●	●	●	●	●	●	●
City of Burlingame	●	●		●	●	●	●	●	●	●	●
City of Dublin	●	●		●	●	●	●	●	●	●	●
City of Hayward	●	●		●	●	●	●	●	●	●	●
City of Livermore	●	●		●	●	●	●	●	●	●	●
City of Milpitas	●	●		●	●	●	●	●	●	●	●
City of Newark	●	●		●	●	●	●	●	●	●	●
City of Pleasanton	●	●		●	●	●	●	●	●	●	●
City of Port Hueneme	●	●		●	●	●	●	●	●	●	●
City of San Leandro	●	●		●	●	●	●	●	●	●	●
City of Thousand Oaks	●	●		●	●	●	●	●	●	●	●
City of Walnut Creek	●	●		●	●	●	●	●	●	●	●
City of Sunnyvale	●	●		●	●	●	●	●	●	●	●
County of Contra Costa					●					●	●
Midpeninsula Open Space District		●		●	●	●	●	●	●		●
Town of Los Gatos	●	●		●	●	●	●	●	●	●	●
Ventura County General Services Agency		●				●	●	●	●		●



The K+W team is
Knowledgeable,
professional,
responsive,
cost-effective,
and a pleasure to
work with.

Daniel Anderson AMB
Senior VP (Retired)

SUBCONSULTANTS

COOPER AERIAL - PHOTOGRAMMETRY

Cooper Aerial Surveys Co. (Cooper) has established itself as a leading provider of comprehensive geospatial solutions since 1966. Cooper's mission is to deliver to its clients cost-effective, accurate, and precise aerial surveying solutions. With headquarters in Phoenix, AZ, and additional offices in Tucson, AZ, and Kylertown, PA, our company is recognized as a high-performing, Owned Small Business specializing in aerial photography, photogrammetry, 3D mapping, LiDAR, field surveying, and drone imagery. Supported by a skilled team of 46 employees, including photogrammetrists, imagery and LiDAR specialists, surveyors, and project managers.

COASTLINE - UNDERGROUND UTILITY LOCATING

Coastline Utility Services (Coastline) is a small, woman owned and family run business on the Central Coast of California. Their story began with a simple passion for delivering reliable, high-quality underground utility locating and marking services to the community that was lacking in options for such a service. They are proud to stand out as a leading underground utility locating company that is grounded in their commitment to social responsibility and community involvement.

Coastline is committed to ensuring safe and efficient excavation by providing expert utility location services. Their skilled utility locators use specialized equipment and techniques to accurately pinpoint the location and depth of underground utilities before any digging begins.

With offices throughout northern and central California, Coastline has developed a relationship with notable clients such as Google, SpaceX, Intel, BART, etc.

They value each customer as much as the next and execute each job with care and diligence.



Related Work + References



DUBLIN
CALIFORNIA

DUBLIN ACTING CITY SURVEYOR SERVICES

Contact

Laurie Sugang
925-829-9248

Served

2014 - Present

Services Provided

City Surveyor Services
Map Review/Certification
Plat and Legal Review
Boundary/Right of Way Survey
Topographic Survey

The City of Dublin has issued more than 70 task orders to K+W under a currently **active on-call surveying contract**. The agreement, which initially took effect in July 2014, has been extended multiple times, and we currently remain on-call for the City. Task orders issued have included surveying for due diligence studies, plat and legal review, parcel and tract map review, certificate of compliance review, annexation map review, and preparation of plats and legal descriptions.

Dean Jurado is currently an **acting city surveyor** for the City of Dublin.

LOS GATOS ACTING CITY SURVEYOR SERVICES

Contact

James Watson
408-354-5236

Served

2015 - Present

Services Provided

City Surveyor Services
Map Review/Certification
Certificate of Compliance Review
Plat and Legal Review



Since 2015, K+W has provided the Town of Los Gatos with survey consulting and map review services. To date, K+W has completed more than 50 on-call tasks for Los Gatos, which have included **map review**, certificate of compliance review, plat and legal review, and general consulting work.

Our team supports Los Gatos' budgeting and scheduling preferences by providing clear front-end scoping before a task order is authorized. When requesting work, Los Gatos provides K+W with title reports, grant deeds, copies of maps or other pertinent documents to use to assess the hours and timetable required to conduct the review. K+W reviews the documents and information and replies with a proposed budget and timetable for Los Gatos to review before authorizing our team to proceed with the task.

Dean Jurado is currently an **acting town surveyor** for the Town of Los Gatos.



Exhibit A

MILPITAS ACTING CITY SURVEYOR SERVICES

Contact

Roberto Alonzo
408-586-3316

Served

2016 - Present

Services Provided

City Surveyor Services
Map Review/Certification
Plat and Legal Review
ALTA Survey

Since 2016, K+W has provided the City of Milpitas with city surveyor services. To date, K+W has completed more than **40 on-call tasks for Milpitas**, most of which have been map review/certification projects. Milpitas, like many other municipalities, varies in the frequency and volume of map review work needed. K+W has had as many as ten City of Milpitas map review projects running concurrently. Our team consistently delivers review and certification within the timeline specified by the city.

Other miscellaneous survey support provided to the City of Milpitas under this master service agreement include an ALTA survey of two adjacent properties and certificate of correction review.

Dean Jurado is currently an **acting city surveyor** for the City of Milpitas.



LIVERMORE ACTING CITY SURVEYOR SERVICES

Contact

Joel Waxdeck
925-960-4521

Served

2002 - Present

Services Provided

On-Call Task Order
City Surveyor Services

K+W has been working in collaboration with the City of Livermore as their On-Call Land Surveyor and Civil Engineer since 2002. Projects have included extensive utility and infrastructure improvements, roadway upgrades, construction of new public-use facilities, and the planning and design of restorations associated with storm damaged roadways and riparian mitigation areas. K+W has also worked closely with the City of Livermore in the preparation of final plans in strict adherence to FEMA guidelines including the use and stipulation of US made materials and components and has worked in collaboration with the City on the El Charro Specific Plan Retail Corridor.

K+W prepared mapping and easement documents, set property corners, and prepared plats and legal descriptions for any easements that could not be created on the parcel map for the L Street Parking Garage task order. The field work was conducted using conventional survey methods and GPS.



BURLINGAME MAP REVIEW + SURVEY SERVICES

Contact

Victor Voong, PE
650-558-7242

Served

2018 - Present

Services Provided

On-Call Task Order
City Surveyor Services
Map Review/Certification

Since 2018, K+W has collaborated with the City of Burlingame, serving as both an On-Call Land Surveyor and, on two separate occasions, as the City's Acting Surveyor. Our role in these capacities has encompassed a broad range of responsibilities, ensuring the accuracy, compliance, and integrity of land survey documents critical to development and municipal planning.

During our tenure, we have successfully reviewed and certified eight parcel maps, two final maps, two lot line adjustments, two plats and descriptions for easements, and two tentative maps. These efforts reflect our deep understanding of the City's regulatory framework and our commitment to upholding the highest standards in land surveying. Our work has played a key role in facilitating smooth project approvals and ensuring alignment with state and local requirements.



Appendices

APPENDICES

WILLINGNESS TO COMPLY WITH TERMS

K+W has reviewed the sample master services agreement and takes no exceptions to the terms.

PROPOSAL TERMS

K+W agrees to be bound by its proposal for a period of ninety (90) days commencing April 7, 2025, during which time the City may request clarification or correction of the proposal for the purpose of evaluation.

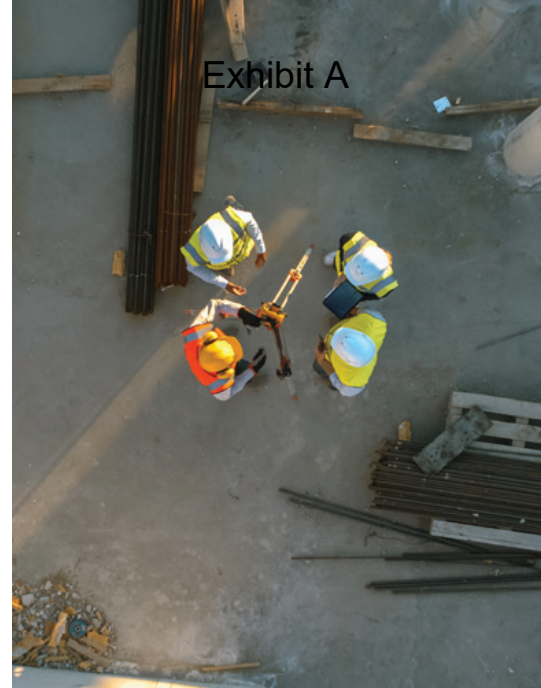
ADDITIONAL SERVICES:

K+W has the capacity to provide the following services in-house:

- Topographic base mapping for utility and building projects
- Parcel and Tract map reviews
- Records of survey
- Easement plats and descriptions
- Reviews of lot line adjustments, dedications, and easements
- Survey and base map for bikeway
- Lot mergers
- Flood gauge locations for lagoon
- Grant deeds and legal descriptions

BILLING RATE SCHEDULES

The team's billing rate schedules can be found on the following pages. K+W can provide the required insurance coverage as outlined in Exhibit B.



... we are able
to prepare a
precise survey
scope... that
is complete,
economical +
reliable.



HOURLY RATE SCHEDULE

Effective February 24, 2025 through June 30, 2026

Principal	\$ 325.00 / Hour
Development Services Manager	\$ 305.00 / Hour
Associate	\$ 275.00 / Hour
Structural Engineering Manager	\$ 260.00 / Hour
Technical Manager (SME) / Senior Engineering Manager	\$ 260.00 / Hour
Senior Engineer	\$ 249.00 / Hour
Engineer III	\$ 228.00 / Hour
Engineer II	\$ 198.00 / Hour
Engineer I	\$ 160.00 / Hour
Engineering Tech III	\$ 208.00 / Hour
Engineering Tech II	\$ 189.00 / Hour
Engineering Tech I	\$ 153.00 / Hour
Project Coordinator III	\$ 150.00 / Hour
Project Coordinator II	\$ 137.00 / Hour
Project Coordinator I	\$ 129.00 / Hour
Senior Land Surveyor	\$ 255.00 / Hour
Senior Survey Construction Manager	\$ 255.00 / Hour
Survey Operations Coordinator	\$ 225.00 / Hour
Project Surveyor III	\$ 228.00 / Hour
Project Surveyor II	\$ 185.00 / Hour
Project Surveyor I	\$ 158.00 / Hour
Draftsman / Survey Tech III	\$ 178.00 / Hour
Draftsman / Survey Tech II	\$ 152.00 / Hour
Draftsman / Survey Tech I	\$ 132.00 / Hour
3D Laser Scanning Crew	\$ 444.00 / Hour
3-Man Survey Crew	\$ 467.00 / Hour
2-Man Survey Crew	\$ 367.00 / Hour
1-Man Survey Crew	\$ 227.00 / Hour
Engineering / Survey Intern	\$ 90.00 / Hour
Testimony (Trial or Deposition)	\$ 589.00 / Hour

All blueprinting and reproduction will be billed at cost plus 10%.

Time spent for preparation for testimony will be billed in accordance with the above hourly rates.



Cooper Aerial Surveys Co. ^{Exhibit A}

11402 N Cave Creek Rd, Phoenix, AZ 85020, USA

Mobile: +1 (215) 518-8917, Office: +1 (602) 678-5111

Billing Rates

DIRECT LABOR

CLASSIFICATION	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	\$221.45	\$228.09	\$234.93
Sr. Project Manager	\$170.29	\$175.40	\$180.66
Project Manager	\$97.62	\$100.55	\$103.57
Certified Photogrammetrist	\$172.26	\$177.42	\$182.74
Photogrammetric Manager	\$109.33	\$112.61	\$115.99
Photogrammetric Specialist	\$87.47	\$90.09	\$92.79
Cartographic Manager	\$78.09	\$80.44	\$82.85
Cartographic Specialist	\$70.76	\$72.88	\$75.07
Information System Manager-GIS/HIS/MIS	\$82.60	\$85.07	\$87.62
Technical Image Manager	\$84.41	\$86.94	\$89.55
Technical Image/LiDAR Technician	\$84.35	\$86.88	\$89.49
Flight Crew imagery/LiDAR- Manager	\$90.59	\$93.31	\$96.11
Flight Crew imagery/LiDAR - Photographer	\$101.68	\$104.73	\$107.87
Bookkeeper/Clerical	\$71.85	\$74.01	\$76.23
Registered Land Surveyor (PLS)	\$155.07	\$159.72	\$164.51
Survey Party Chief – Chad Sanders	\$96.84	\$99.75	\$102.74
Survey Instrument Man – Ransom Tom	\$95.03	\$97.88	\$100.82
Survey Technician	\$69.86	\$71.96	\$74.12
CADD Technician	\$97.27	\$100.19	\$103.20
Drone Operator – Jim Crume	\$109.33	\$112.61	\$115.99
Drone Data Processor	\$46.85	\$48.26	\$49.71
Administrative	\$77.25	\$79.57	\$81.96
Manned Aircraft	\$1,004.25	\$1,034.38	\$1,065.41
Dual Collect Imagery/LiDAR Sensor	\$154.50	\$159.14	\$163.91

DIRECT AND OUTSIDE EXPENSES

DESCRIPTION	Rate
Mileage	Current IRS State
Lodging	(GSA Rate) \$107.00
Subsistence	(GSA Rate) \$59.00

Signature:

Title: President

Date: 4/02/2025



Coastline Utility Locating Services Incorporated

PO Box 2891

Atascadero, Ca 93422

Please Contact Us At:

Phone: (805) 242-2166

Email: info@coastlineutility.com

www.coastlineutility.com

The following schedule is a list of our services and rates. For any project specific inquiries, email us for a quote at info@coastlineutility.com.

ITEM #	ITEM NAME/DESCRIPTION	RATE
Item #1	Electromagnetic Utility Locating Service	\$225/hr
Item #2	GPR Utility Locating/Concrete Scanning	\$225/hr
Item #3	CCTV Push Camera Inspection & Recording	\$235/hr
Item #4	Utility Leak Detection	\$240/hr
Item #5	Prevailing Wage Projects – All Services	\$265/hr
Item #6	Report – Office Staff/Time	\$250
Item #7	Per Diem (If Staying at Location)	\$350/day



Kier + Wright

2850 Collier Canyon Rd.

Livermore, CA 94551

925.245.8788

www.kierwright.com

KIER&WR-01

MICHAELA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

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).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Andrea Michael PHONE (A/C, No, Ext): (925) 249-7958 FAX (A/C, No): E-MAIL ADDRESS: Andrea.Michael@ioausa.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Kier & Wright Civil Engineers and Surveyors, Inc. 2850 Collier Canyon Road Livermore, CA 94551		NAIC # 13056

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Unmanned Aircraft Liability			PSB0005454	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Aggregate \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002039	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0002395	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0003254	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			RDP0054718	6/1/2024	6/1/2025	Per Claim 1,000,000
A	Professional Liab.			RDP0054718	6/1/2024	6/1/2025	Aggregate 2,000,000

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

RE: On-Call Land Surveyor Consulting Services, project number A21663

All operations of the Named Insured, including the aforementioned project.

General Liability: Please see Additional Insured Endorsement attached; such coverage is Primary & Non-Contributory with Waiver of Subrogation included, as required by written contract.

Auto Liability: Please see Additional Insured Endorsement attached, with Waiver of Subrogation included, as required per written contract.

Workers' Compensation: Waiver of Subrogation is included as per attached Waiver of Subrogation Endorsement, as required per written contract.

GENERAL LIABILITY & AUTO LIABILITY ADDITIONAL INSURED INCLUDES THE FOLLOWING PERSON(S) OR ORGANIZATION(S):

City of Alameda, its City Council, boards, commissions, officials, employees, and authorized volunteers

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Department 950 West 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
Initial LC 5/14/2025	

Policy Number: PSB0005454

RLI Insurance Company

Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

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

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

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

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.

C. Blanket Additional Insured

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

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for 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 – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss 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 contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

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

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

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

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

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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

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

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

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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	Policy No. PSW0003254	Endorsement No.
Insured	Insurance Company	
Kier & Wright Civil Engineers & Surveyors, Inc.	RLI Insurance Company	
	Countersigned By	

IL N 018 01 22

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Policy Number: PSE0002395



NOTICE TO OUR INSURED AND THEIR AGENTS OF OUR CLAIM NOTIFICATION PROCEDURE

As part of our continuing effort to provide you with the best service available,
ALL CLAIMS, OCCURRENCES, INCIDENTS, LAWSUITS
under this policy are to be reported immediately to:

**RLI Insurance Company
P.O. Box 3961
9025 N. Lindbergh Drive
Peoria, IL 61612-3961**

**Phone: (877) 863-5095
Fax: (877) 863-4352**

Email: new.claim@rlicorp.com

ALL LOSSES must be reported in the usual manner as well, to your AGENT or
BROKER.

Below is a "cut-out" card to keep in your wallet or with your business papers.

We pledge to continue upgrading our services to our valued policyholders.

Sincerely,

A handwritten signature in cursive script that reads "Robert S. Handzel".

Robert S. Handzel
Vice President, Chief Claim Officer

CUT ALONG DOTTED LINE

Insured: Kier & Wright Civil Engineers & Survey
Policy No: PSE0002395

**RLI Insurance Company
P.O. Box 3961
9025 N. Lindbergh Drive
Peoria, IL 61612-3961
Phone: (877) 863-5095
Fax: (877) 863-4352
Email: new.claim@rlicorp.com**

Keep this card with you or in a safe place.



RLI Insurance Company

Peoria, Illinois 61615

NOTICE TO POLICYHOLDERS

REGARDING THE UNITED STATES TREASURY DEPARTMENT – OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

This Policyholder Notice does not provide coverage nor can it be construed to replace any provisions of your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered by your policy. This Notice should only be used to provide information concerning the possible impact of your insurance coverage as it relates to directives issued by OFAC.

PLEASE READ THIS NOTICE CAREFULLY.

OFAC administers and enforces economic and trade sanctions and places restrictions on certain transactions. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation. OFAC has identified and named numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers, among others, as “Specially Designated Nationals and Blocked Persons.” The complete list can be found on the United States Treasury website – <http://www.treas.gov/ofac>.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance contract is considered a blocked or frozen contract and will be considered null and void. When an insurance policy is considered to be a blocked or frozen contract, all provisions of this insurance will be immediately subject to OFAC, and neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.



IMPORTANT NOTICE TO POLICYHOLDERS

TERRORISM RISK INSURANCE ACT, AS AMENDED

Under the Terrorism Risk Insurance Act, as amended (the "**Act**"), we must make coverage for "**certified acts of terrorism**" available in the policies we offer. We notified you at the time of offer and purchase of the policy to which this Notice is attached that this coverage was available and we gave you the right to reject our offer of such terrorism coverage. If you elected to purchase the coverage, the premium charged for such coverage is shown on the Declarations page of the policy. If you elected to reject the coverage we have not charged your policy for terrorism coverage and have attached a terrorism exclusion to your policy.

PLEASE NOTE: IF YOU REJECTED THE OFFER OF FEDERAL TERRORISM INSURANCE COVERAGE, THAT REJECTION DOES NOT APPLY TO THE LIMITED EXTENT THAT RELEVANT STATE LAW REQUIRES COVERAGE FOR FIRE LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THE ACT.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Specific coverage terms for terrorism, including limitations and exclusions, are more fully described in endorsements attached to the policy. Your policy may contain an exclusion for losses that are not eligible for federal reinsurance under the Act.

Definitions:

"**Certified act of terrorism**," as defined in Section 102(1) of the Act, means an act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

RLIPack® EXCESS LIABILITY DECLARATIONS



RLI Insurance Company
9025 N. Lindbergh Drive - Peoria, Illinois 61615

POLICY NO: PSE0002395

PRODUCER: 68072
IOA Insurance Services (68072)
1855 W State Rd 434
Longwood, FL 32750

ITEM 1. NAMED INSURED AND MAILING ADDRESS

Kier & Wright Civil Engineers & Surveyors, Inc.
2850 Collier Canyon Road
Livermore, CA 94551

ITEM 2. POLICY PERIOD (Mo./Day/Yr.)

FROM 06/01/2024 **TO** 06/01/2025 12:01 A.M. Standard Time at your mailing address shown above.

ITEM 3. LIMITS OF LIABILITY

\$ 5,000,000	Each Occurrence
\$ N/A	Each Occurrence Auto Sublimit
\$ 5,000,000	General Aggregate
\$ 5,000,000	Products-Completed Operations Aggregate

ITEM 4. SCHEDULE OF UNDERLYING INSURANCE

See PPU 110

ITEM 5. PREMIUM

Non-Auditable ☒

Flat Rate: \$13,572

Auditable

Advance Premium: \$

Rate: \$

Premium Basis:

Estimated Exposure:

Audit Period (annual unless noted):

Policy Minimum: \$

Terrorism Charge: \$130

Total Premium Due: \$13,702.00

ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AND MADE A PART OF THIS POLICY AT ISSUE

See endorsement RIL 2150

Countersigned by

Authorized Representative

Policy Number: PSE0002395

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Item 4. of the declarations is amended to include:

Type of Coverage	Carrier	Eff. Date	Exp. Date	Limits
General Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	06/01/2024	06/01/2025	Occurrence \$ 2,000,000 Aggregate \$ 4,000,000
Employee Benefits Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	06/01/2024	06/01/2025	Each Employee \$1,000,000 Aggregate \$1,000,000
Employers' Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company	06/01/2024	06/01/2025	Each Accident: Statutory Limits or \$1,000,000 ,whichever is greater Disease Each Employee: Statutory Limits or \$1,000,000 ,whichever is greater Disease Policy Limit: Statutory Limits or \$1,000,000 ,whichever is greater
Business Auto Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy	RLI Insurance Company	06/01/2024	06/01/2025	Each Accident \$1,000,000

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

number and applicable Limits are to be included.				

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0002395

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICABLE FORMS & ENDORSEMENTS

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

Form Number	Form Title
PPU101 07 17	RLIPACK COMMERCIAL EXCESS LIABILITY COVERAGE FORM
PPK2107 05 11	RLIPACK NOTICE OF CANCELLATION OR NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM DESIGNATED PERSON OR ORGANIZATION
PPK2108 05 11	RLIPACK NOTICE OF CANCELLATION OR NONRENEWAL - DESIGNATED PERSON OR ORGANIZATION
PPU300 06 10	RLIPACK ASBESTOS EXCLUSION
PPU301 06 10	RLIPACK SILICA EXCLUSION
PPU302 03 20	RLIPACK FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION
PPU303 06 10	RLIPACK LEAD EXCLUSION
PPU304 06 10	RLIPACK FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT
PPU305 06 10	RLIPACK DISCRIMINATION EXCLUSION
PPU306 06 10	RLIPACK EMPLOYMENT PRACTICES LIABILITY EXCLUSION
PPU307 06 10	RLIPACK DAMAGES TO PREMISES RENTED TO YOU EXCLUSION
PPU308 09 11	RLIPACK UNINSURED/UNDERINSURED MOTORISTS EXCLUSION
PPU310 01 15	RLIPACK CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
PPU337 06 17	RLIPACK AIRCRAFT EXCLUSION
PPU343 01 24	PUNITIVE DAMAGE EXCLUSION
RIL2143 11 13	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
ILF0001 04 22	SIGNATURE PAGE

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

RLIPack® COMMERCIAL EXCESS LIABILITY COVERAGE FORM

(Occurrence Form)

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

Throughout this policy the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as an insured person under the terms of the **underlying insurance**.

Other words and phrases that appear in bold print have special meaning. Refer to **SECTION II – DEFINITIONS**.

In consideration of the payment of premium, in reliance upon the statements in the Declarations and Schedule of Underlying Insurance which are made a part of this policy, and subject to the terms, conditions and exclusions of this policy we agree with you as follows:

SECTION I – INSURING AGREEMENT

A. Coverage

Subject to the other provisions of this policy, we will pay on behalf of the insured the insured's **ultimate net loss** if such loss results from an occurrence insured by **underlying insurance**. However, the insurance afforded by this policy shall apply: (a) only in excess of the **underlying insurance**; (b) only after the **underlying insurance** has been exhausted by payment of the limits of liability of such insurance; and (c) only if caused by an occurrence which takes place during the policy period and in the coverage territory as defined in the **underlying insurance**. If the **underlying insurance** does not pay a loss, for reasons other than exhaustion of an aggregate limit of liability, then we shall not pay such loss.

This policy, except where provisions to the contrary appear herein, is subject to all of the conditions, agreements, exclusions, endorsements and limitations of and shall follow the underlying insurance in all respects.

B. Defense And Expense Of Claims And Suits

1. We shall not be obligated to assume charge of or participate in the settlement or defense of any claim made, or suit brought, or proceedings instituted against the insured. However, we shall have the right and opportunity to be associated with the insured in the defense of any claim, suit or proceeding which, in our opinion, may create

liability under the terms of this policy. If we assume such right and opportunity, we shall not continue to defend or participate in the defense of any claim or suit after the applicable limit of liability of this policy has been exhausted.

2. We shall not pay any expenses except as follows:
 - a. If the insured is legally liable for interest which accrues on a judgment after the entry of the judgment and before we have paid, offered to pay, or deposited in court the amount of the judgment to which this policy applies, then we will pay the interest on the amount of the judgment to which this policy applies.
 - b. If an expense is incurred directly by us and solely at our discretion, then we will pay such expense.
 - c. If a payment for damages is made under this policy, then we will pay related prejudgment interest for which the insured is legally liable, provided:
 - (1) The **underlying insurance** pays prejudgment interest; and
 - (2) Our share of prejudgment interest shall not exceed the proportion that payment for damages under this policy bears to the total damages determined by final judgment or settlement.
3. Subject to all of the foregoing:
 - a. If the defense expense payments are included within the limit of liability of the **underlying insurance** by the terms of that policy, then any such expense payment we make shall reduce the limit of liability of this policy.
 - b. If the **underlying insurance** does not include defense expense payments within its limit of liability by the terms of that policy, then any such expense payment we make shall not reduce the limit of liability of this policy.

C. Limits Of Liability

1. The limit of liability stated in the Declarations as applicable to each occurrence shall be the total limit of our liability for all **ultimate net loss** sustained by any one person or as the result of any one occurrence as applied to the appropriate coverage.
2. Subject to the limit of liability for each occurrence:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all **ultimate net loss**, except **ultimate net loss** because of injury and damage included in the products-completed operations hazard or for covered claims involving automobile liability; and
 - b. The limit of liability stated in the Declarations as products-completed operations aggregate is the most we will pay during each policy period for all **ultimate net loss** because of injury and damage included in the products-completed operations hazard.
3. This insurance shall apply only as excess of the **underlying insurance** limits of liability shown in the Declarations. However, if the limit of liability of the **underlying insurance** shown in the Declarations has been reduced or exhausted because of payments for an occurrence which took place during our policy period, then this policy shall apply as excess of such reduced limit of liability of the **underlying insurance**.

SECTION II – DEFINITIONS

- A. Ultimate net loss** means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded under this policy, after proper deduction for all recoveries or salvage.

Ultimate net loss shall include defense expense payments made by the insurer of the **underlying insurance**, provided that such expenses are included within the limit of insurance of the **underlying insurance** by the terms of that policy.

- B. Underlying insurance** means the policy or policies of insurance in the Schedule of Underlying Insurance.

SECTION III – EXCLUSIONS

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply:

A. Pollution

- 1. Advertising injury, bodily injury, personal injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - a. That are, or that are contained in any property that is:
 - (1) Being moved from the place where such property or pollutants are accepted by an insured for movement into or onto an automobile;
 - (2) Being transported or towed by an automobile;
 - (3) Otherwise in the course of transit by or on behalf of an insured;

- (4) Being stored, disposed of, treated or processed in or upon an automobile; or

- (5) Being moved from an automobile to the place where such property or pollutants are finally delivered, disposed of or abandoned by an insured;

- b. At or from any premises, site or location which is or was at any time, owned or occupied by, or rented or loaned to, any insured;
- c. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- d. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom any insured may be legally responsible; or
- e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;
 - (1) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollutants.

Paragraphs **1.a.(4)** and **1.b.** through **1.e.** above do not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an automobile or its parts, if the pollutants escape, seep or migrate or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

Paragraphs **1.b.** through **1.e.** above do not apply to pollutants not in or upon an automobile if:

- a. The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an automobile;
- b. The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage; and
- c. The bodily injury or property damage is not otherwise excluded under Paragraph **1.a.** of this exclusion.

Paragraph **1.e.(1)** above does not apply to bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Paragraphs **1.b.** and **1.e.(1)** above do not apply to bodily injury or property damage arising out of heat, smoke or fumes from a hostile fire.

2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - b. Claim or suit by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

As used in this exclusion:

1. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be; and
2. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, reclaimed or disposed of.

B. Nuclear Energy Liability Exclusion (Broad Form)

This policy does not apply:

1. Under any Liability Coverage, to **ultimate net loss**:
 - a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payment Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **ultimate net loss** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
3. Under any Liability Coverage, to **ultimate net loss** resulting from the hazardous properties of nuclear material, if:
 - a. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion 3. applies only to **ultimate net loss** to such nuclear facility and any property thereat.

As used in this policy:

Hazardous properties include radioactive, toxic or explosive properties;

Nuclear material means source material, special nuclear material or by-product material;

Source material, special nuclear material and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

Waste means any waste material (1) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

Nuclear facility means:

- (a) Any nuclear reactor;
- (b) Any equipment or device designed or used for: (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

Ultimate net loss includes all forms of radioactive contamination of property.

C. Workers' Compensation And Similar Laws

This policy does not apply:

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

SECTION IV – CONDITIONS

- A. **Appeal** – In the event you or any underlying insurer elect not to appeal a judgment in excess of the amount of any **underlying insurance**, we may elect to appeal. Our limit of liability shall not be increased because of such appeal. Any appeal we elect to make will be at our cost and expense.

- B. **Assignment** – Your interest in this policy may not be transferred to another; except by an endorsement issued by us which gives our consent. If you die, this policy shall apply: (1) to your legal representative, but only while acting within the scope of their duties as such; and (2) with respect to your property, to the person having proper temporary custody as an insured, but only until the appointment and qualification of the legal representative.

- C. **Changes** – This policy may be changed only by an endorsement issued to form a part of the policy. Notice to you or to our agent or knowledge possessed by us, by our agent or by any other person shall not affect a waiver or a change in any part of this policy. Nor will such notice or knowledge prevent us from asserting any right under the terms of this policy.

D. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be computed at ninety percent (90%) of pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. Duties In The Event Of Occurrence, Claim Or Suit

You must see to it that we receive prompt written notice of an occurrence which may result in a claim under this policy. Notice should include how, when and where the occurrence took place. The names and addresses of any injured persons and witnesses must be included.

If a claim is made or suit brought against any insured, you must see to it that we receive prompt written notice of the claim or suit.

You and any other insured involved must:

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

It is a requirement of this policy that you do not make any admission of liability. You shall not, unless we agree, incur any expense or make any payment. If you do, such liability, expense or payment will be at your own cost.

F. Bankruptcy Of The Underlying Insurer – In the event of the bankruptcy or insolvency of the insurer of any **underlying insurance**, the insurance afforded by this policy shall not replace such **underlying insurance**. Rather, this policy shall apply in the same manner as though such **underlying insurance** were available and collectible.

G. Maintenance Of Underlying Insurance – You agree to maintain all **underlying insurance** in full force and effect as scheduled in the Schedule of Underlying Insurance at the inception of this policy and during our policy period except for reduction of aggregate limits of liability by payment of losses. If any **underlying insurance** is not maintained in full effect by the insured, or if there is any material change in the terms, conditions or scope of coverage, by endorsement or otherwise, of any **underlying insurance**, the insurance afforded by this policy shall apply in the same manner as though such **underlying insurance** had been in full effect, so maintained and unchanged. You agree to notify us promptly if any **underlying insurance** is cancelled or terminated.

H. Premium – Premiums for this policy shall be stated in the Declarations and computed in accordance with our rules, rates, rating plans, premiums, and minimum premiums applicable to this insurance. If this policy is issued for a period in excess of one year, the premium for this policy may be revised on each annual anniversary. Any such revision will be in accordance with our manuals in effect at that time.

If the policy is issued on a non-auditable basis, the Flat Rate Premium becomes the policy premium.

If the policy is issued on an auditable basis, the premium designated on the Declarations page as Advance Premium shall be credited to the amount of earned premium due at the end of the policy period. At the close of each audit period, the earned premium shall be computed for such period. Upon notice to you, it shall become due and payable. If the total earned premium exceeds the Advance Premium previously paid, the amount by which the earned premium exceeds the Advance Premium shall be due and payable to us by you. In no case shall the earned premium be less than the Minimum Premium shown on the Declarations page.

You shall maintain records of such information as is necessary for premium computation. You shall send copies of such records to us at the end of this policy period. You shall also send us copies of such records at such times during the policy period as we may direct.

I. Legal Action Against Us – No legal action shall be brought against us unless the insured has fully complied with all terms of this policy. In addition, no legal action shall be brought against us until the amount of the insured's obligation to pay has been finally determined. The insured's obligation to pay must be finally determined either by judgment against the insured after actual trial or by written agreement between us, the insured and the claimant.

J. Conformity – Terms of this policy which are in conflict with the laws of the state wherein this policy is issued are hereby amended to conform to such laws.

K. Other Insurance – If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, other than insurance that is specifically excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance.

L. Subrogation – In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

M. Salvage – All salvage, recoveries, or payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to such settlement. All necessary adjustments shall then be made between the insured and us. Nothing in this clause shall be construed to mean that losses under this policy are not recoverable until the insured's ultimate net loss has been finally ascertained.

N. Inspection And Audit – We shall be permitted but not obligated to inspect your property and operations at any time. Neither our rights to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe.

We may examine and audit your books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

O. Separation Of Insureds – Except with respect to the limits of liability this insurance applies as if each Named Insured were the only Named Insured and separately to each insured against whom claim is made or suit is brought.

P. Payment Of Loss – It is a condition of this policy that the insurance afforded under this policy shall apply only after the underlying insurance has been exhausted by payment of its limits of liability. Upon final determination by settlement, award or verdict of the liability of the insured, we will promptly pay you as you shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by us within thirty (30) days after they are respectively claimed and proof of loss filed with us in conformity with this policy. Bankruptcy or insolvency of the insured shall not relieve us of any of our obligations hereunder.

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR
NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

Lendlease

Email Address:

US Mail Address:

71 Stevenson Street
San Francisco, CA 94105

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule. For cancellation due to nonpayment of premium we will provide written notice at least 10 days before the effective date of cancellation to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR
NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

The Whiting-Turner Contracting Company

Email Address:

US Mail Address:

3911 Sorrento Valley Boulevard, Suite 100
San Diego, CA 92121

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule. For cancellation due to nonpayment of premium we will provide written notice at least 10 days before the effective date of cancellation to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

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**RLIPack[®] NOTICE OF CANCELLATION OR
NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

City of San José ☒ Finance Department Risk & Insurance 200 East Santa Clara St

Email Address:

US Mail Address:

14th Floor Tower
San Jose, CA 95113-1905

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule. For cancellation due to nonpayment of premium we will provide written notice at least 10 days before the effective date of cancellation to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR
NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

Helix Electric, Inc.,

Email Address:

US Mail Address:

6795 Flanders Drive
San Diego, CA 92121

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule. For cancellation due to nonpayment of premium we will provide written notice at least 10 days before the effective date of cancellation to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

Ghilotti Bros., Inc.

Email Address:

US Mail Address:

525 Jacoby Street
San Rafael, CA 94901

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

City and County of San Francisco

Email Address:

US Mail Address:

Department of Public Works
1155 Market Street, 4th Floor
San Francisco, CA 94103

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

Storie and Severson Construction

Email Address:

US Mail Address:

28159 Avenue Stanford, Ste. 160

Valencia , CA 91355

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

Catellus Stockton, LLC

Email Address:

US Mail Address:

c/o Catellus Development Corporation

66 Franklin, Suite 200

Oakland, CA 94607

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

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**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

Truebeck Construction, Inc.

Email Address:

US Mail Address:

c/o myCOI

1075 Broad Ripple Ave, Suite 313 Indianapolis

Indianapolis, IN 46220

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Policy Number: PSE0002395
Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

Holder Construction Group, LLC Stack SVY 01C-F Campus

Email Address:

US Mail Address:

2400 Ringwood Pkwy

San Jose, CA 95131

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of:

1. Asbestos, asbestos fibers or asbestos products or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such bodily injury, property damage, personal and advertising injury, or medical payments;
2. Any supervision, instructions, recommendations, notices, warnings, testing, monitoring or advice given or which should have been given in connection with the manufacturing, selling, renting, consulting, removal, demolition, and/or distributing of asbestos, asbestos fibers or asbestos products or products or premises containing asbestos;
3. Removal of asbestos or products containing asbestos including:
 - a. Cost of asbestos removal and replacement with other fire retardant materials;
 - b. Property damage in the course of removing asbestos, asbestos fibers or asbestos products.
4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos fibers, or asbestos products; or
5. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos fibers, or asbestos products.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0002395

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] SILICA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to:

1. Bodily injury or medical payments arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. Property damage arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. Personal and advertising injury arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

"Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to **ultimate net loss** arising out of the rendering or failure to render any **professional services**.

“Professional Services” means any service requiring specialized skill or training including but not limited to the following:

- a.** Preparing, approving, or failing to prepare or approve any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, permit application, payment request, manual or instruction;
- b.** Supervision, inspection, quality control, architectural, engineering or surveying activity or service, job site safety, warning or failure to warn, construction contracting, construction administration, construction management, computer consulting or design, software development or programming service, or selection of a contractor, subcontractor or subconsultant;
- c.** Monitoring, testing, or sampling service necessary to perform any of the services included in **a.** or **b.** above.

- d.** Legal, accounting or advertising services;
- e.** Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- f.** Any health or therapeutic service treatment, advice or instruction;
- g.** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- h.** Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- i.** Body piercing services; and
- j.** Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering or failure to render of any “professional services”.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of:

1. The ingestion, inhalation or absorption of lead in any form or to any obligation of the insured to indemnify another and/or contribute with another because of damages arising out of, or as a result of such bodily injury, property damage, personal and advertising injury, or medical payments;
2. Any supervision, instructions, recommendations, notices, warnings, testing, monitoring or advice given or which should have been given in connection with the manufacturing, selling, renting, consulting, removal, demolition and/or distributing of lead or products or premises containing lead;
3. Removal of lead or products containing lead, including property damage in the course of removing lead;
4. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
5. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages, because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location**
- B. Additional Insured – Primary/Non-contributory**
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph **2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a.** The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:

- (1)** injury and damage included in the products-completed operations hazard or;
- (2)** any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean 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" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1)** premises involving the same or connecting lots;
- (2)** premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3)** premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph **K. Other Insurance of SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **L. Subrogation of SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0002395

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] DISCRIMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of discrimination based on, but not limited to, race, color, creed, sex, religion, age, weight, national origin, gender, handicap, familial preference, or sexual preference.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] EMPLOYMENT PRACTICES LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to any liability or damages which arise out of any:

- 1.** Refusal to employ
- 2.** Termination of employment
- 3.** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omission; or
- 4.** Consequential bodily injury or personal and advertising injury as a result of **1.** through **3.** above.

This exclusion applies:

- 1.** Whether the injury-causing event described in paragraphs **1.** through **3.** above occurs before, during or after employment of any person:
- 2.** Whether the insured may be held liable as an employer or in any other capacity; or
- 3.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0002395

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] DAMAGE TO PREMISES RENTED TO YOU EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This insurance does not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0002395

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] UNINSURED/UNDERINSURED MOTORISTS EXCLUSION

This insurance does not apply to sums which the insured shall be legally entitled to recover as damages from the owner or operator of an uninsured auto or underinsured auto because of injuries sustained by the insured, caused by an accident and arising out of the ownership, maintenance or use of such auto.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY (FOLLOWING FORM)
COMMERCIAL UMBRELLA LIABILITY
EXCESS UMBRELLA LIABILITY

- A.** With respect to any one or more **certified act of terrorism**, we will not pay any amounts for which we are not responsible under the terms of the Terrorism Risk Insurance Act, as amended ("Terrorism Risk Insurance Act"), due to the application of any clause which results in a cap on our liability for payments for terrorism losses.
- B.** The following definition is added:
- 1. Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the "Terrorism Risk Insurance Act." The "Terrorism Risk Insurance Act" sets forth the criteria for a **certified act of terrorism** including:
 - a.** The act resulted in aggregate losses in excess of \$5 million; and
 - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 - C.** If aggregate insured losses attributable to acts of terrorism certified under the federal "Terrorism Risk Insurance Act" exceed \$100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the "Terrorism Risk Insurance Act," we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
 - D.** The terms and limitations of any terrorism endorsement or exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0002395

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® AIRCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **Section III. Exclusions:**

AIRCRAFT

Regardless of whether or not such coverage is afforded by any **underlying insurance**, this policy does not apply to **ultimate net loss**, however caused, arising directly or indirectly out of the ownership, maintenance, use or entrustment to others of any aircraft, including unmanned aircraft.

This exclusion applies even for **ultimate net loss** due to negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured if the occurrence which caused the **ultimate net loss** involved the ownership, maintenance, use or entrustment to others of any aircraft, including unmanned aircraft.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSE0002395

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PUNITIVE DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to **SECTION III – EXCLUSIONS**:

This policy does not apply:

To any punitive damages, exemplary damages, multiplied portion of any damages, or the defense thereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY
COMMERCIAL EXCESS UMBRELLA LIABILITY
RLIPACK® COMMERCIAL EXCESS LIABILITY

Any endorsement addressing acts of **terrorism** (however defined) in any **underlying insurance** does not apply to this excess insurance. The following provisions addressing acts of **terrorism** apply with respect to this excess insurance.

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make **terrorism** coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for **terrorism** losses. (That deductible determines the amount of all certified **terrorism** losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified **terrorism** losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential **terrorism** losses above such deductible; or
 - (3) Redefine **terrorism** or make insurance coverage for **terrorism** subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any **terrorism** endorsement already endorsed to this policy that addresses **certified acts of terrorism** and/or other acts of terrorism, but only with respect to an incident(s) of **terrorism** (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims-made policies, such an endorsement is superseded only with respect to an incident of **terrorism** (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any **terrorism** endorsement already endorsed to this policy, that addresses **certified acts of terrorism** and/or other acts of terrorism, will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added and applies under this endorsement wherever the term **terrorism is in boldface type:**

Terrorism means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for **ultimate net loss** resulting from injury or damage caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. **Ultimate net loss** resulting from injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

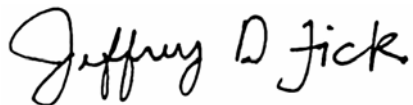
Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph **C.5.** or **C.6.** are exceeded.

With respect to this exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of **terrorism**, there is no coverage under this Coverage Part.


In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to injury or damage that is otherwise excluded under this Coverage Part.

SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Handwritten signature of Jeffrey D. Fick in black ink.

Secretary

Handwritten signature of Craig W. Kunt in black ink.

President



KIER&WR-01

MICHAELA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Andrea Michael PHONE (A/C, No, Ext): (925) 249-7958 FAX (A/C, No):	
	E-MAIL ADDRESS: Andrea.Michael@ioausa.com	
INSURED Kier & Wright Civil Engineers and Surveyors, Inc. 2850 Collier Canyon Road Livermore, CA 94551	INSURER(S) AFFORDING COVERAGE	
	INSURER A : RLI Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Unmanned Aircraft Liability			PSB0005454	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Aggregate \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002039	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0002395	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0003254	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			RDP0054718	6/1/2024	6/1/2025	Per Claim 2,000,000
A	Professional Liab.			RDP0054718	6/1/2024	6/1/2025	Aggregate 2,000,000

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

RE: On-Call Land Surveyor Consulting Services, project number A21663

All operations of the Named Insured, including the aforementioned project.

General Liability: Please see Additional Insured Endorsement attached; such coverage is Primary & Non-Contributory with Waiver of Subrogation included, as required by written contract.

Auto Liability: Please see Additional Insured Endorsement attached, with Waiver of Subrogation included, as required per written contract.

Workers' Compensation: Waiver of Subrogation is included as per attached Waiver of Subrogation Endorsement, as required per written contract.

GENERAL LIABILITY & AUTO LIABILITY ADDITIONAL INSURED INCLUDES THE FOLLOWING PERSON(S) OR ORGANIZATION(S):

City of Alameda, its City Council, boards, commissions, officials, employees, and authorized volunteers

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Department 950 West 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

Policy Number: PSB0005454

RLI Insurance Company

Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

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

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

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

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.

C. Blanket Additional Insured

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

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for 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 – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss 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 contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

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

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

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

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

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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

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

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

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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	Policy No. PSW0003254	Endorsement No.
Insured	Insurance Company	
Kier & Wright Civil Engineers & Surveyors, Inc.	RLI Insurance Company	
	Countersigned By	