

## **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 **RUGGERI JENSEN AZAR (RJA)**, a California corporation, whose address is **4690 CHABOT DRIVE, SUITE 200, PLEASANTON, CALIFORNIA 94588** (“**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 on March 17, 2025 and after a submittal period of 22 days received 11 timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for on-call Land Surveyor services, upon the terms and conditions herein.

### **AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. NON-DISCRIMINATION:**

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

**9. HOLD HARMLESS:**

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

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

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

**10. INSURANCE:**

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

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

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

JNA  
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:

Ruggeri-Jensen-Azar  
4690 Chabot Drive #200  
Pleasanton, CA 94588  
ATTENTION: Joseph Azar, President  
Ph: (925) 227-9100

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.

RUGGERI JENSEN AZAR  
a California corporation

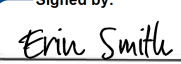
CITY OF ALAMEDA  
a municipal corporation

  
\_\_\_\_\_  
Joseph Azar  
President

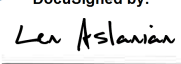
\_\_\_\_\_  
Jennifer Ott  
City Manager

  
\_\_\_\_\_  
Alex Azar  
Secretary

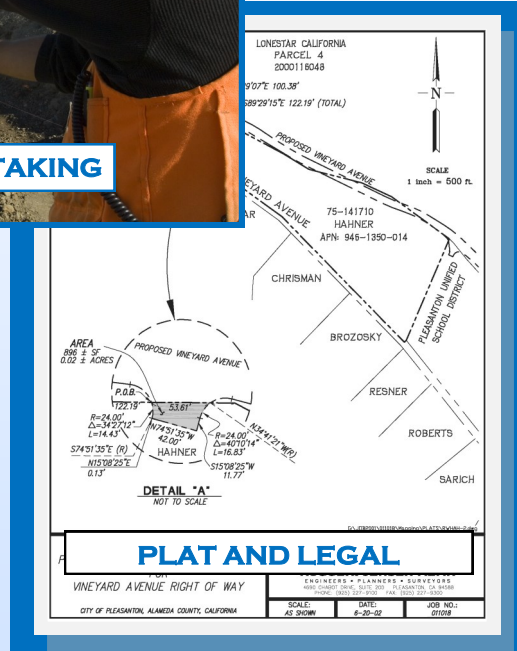
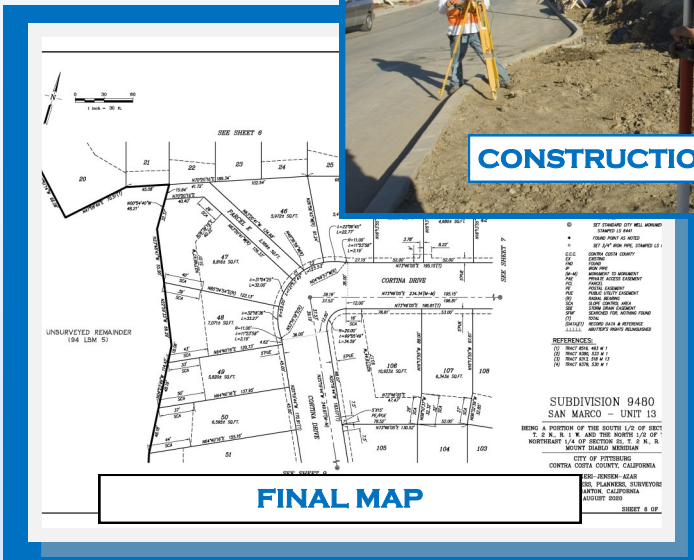
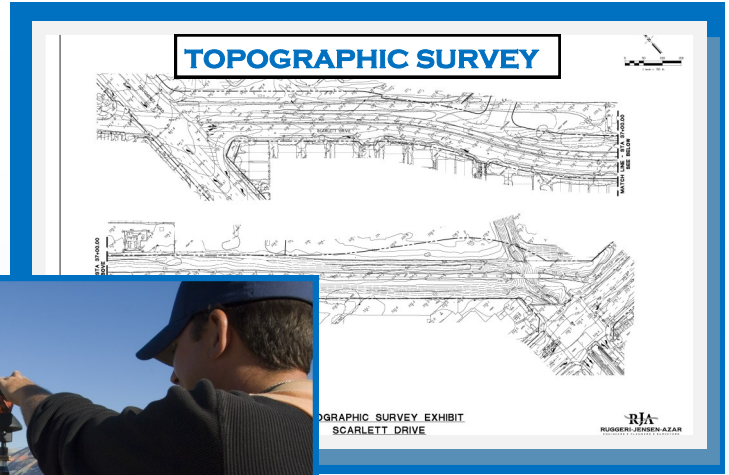
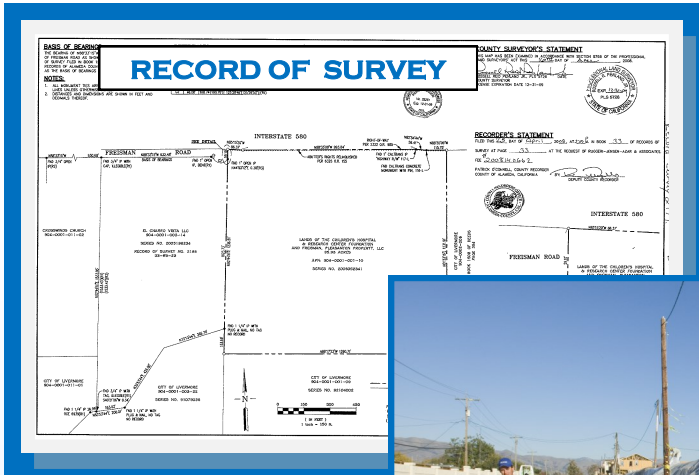
RECOMMENDED FOR APPROVAL

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

APPROVED AS TO FORM:  
City Attorney

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

# REQUEST FOR PROPOSALS



## On-Call Land Surveyor Services



**RUGGERI-JENSEN-AZAR**  
ENGINEERS • PLANNERS • SURVEYORS

**April 7, 2025**

ENGINEERS ■ PLANNERS ■ SURVEYORS

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April 7, 2025

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

***Re: Request for Proposals (RFP) for On-Call Land Surveyor Services***

Dear Scott:

Thank you for the opportunity to submit this Request for Proposals (RFP). In the enclosed proposal, we have expanded on our qualifications, expertise, depth of staff resources, project approach, management approach, as well as examples of other on-call contracts and projects for your reference.

Ruggeri-Jensen-Azar (RJA) has been successfully providing similar on-call surveying services to many cities and agencies, most recently to the City of Brentwood, City of San Ramon, City of Livermore, and City of San Carlos with multi-year renewal contracts.

Reasons for RJA's success and the benefits we bring to the City are:

- Hands-on Sr. Project Managers with a proven track record on similar contracts for municipalities;
- cost-effective approach to both small and large projects;
- proactive coordination approach and ability to offer solutions to complex tasks;
- established and efficient procedures for processing task orders;
- a committed and dependable team of in-house professionals that can process multiple requests concurrently; and
- capacity to deliver on-time and within budget

We believe RJA has assembled an experienced team with unparalleled qualifications and will be a good fit as an extension to the City staff. We look forward to having an opportunity to provide the needed support to the City staff. I can be reached at (925) 249-5010 or [sshortlidge@rja-gps.com](mailto:sshortlidge@rja-gps.com) if you have any questions or need additional information.

Sincerely,

***Ruggeri-Jensen-Azar***

A handwritten signature in blue ink, appearing to read 'Scott Shortlidge', is written over the company name.

Scott Shortlidge, PLS  
Sr. Project Manager/Principal

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## Request for Proposals On-Call Land Surveyor Services

### A. Description of Organization, Management and Team Members

#### 1. Description of Organization

Ruggeri-Jensen-Azar (RJA), a California corporation was established in 1995 with a staff of 19. Today, 30 years later, RJA has a staff of 70 employees comprised of 20 professional civil engineers and **4 licensed land surveyors and 6 field crews** supported by project engineers, office survey technicians, AutoCAD technicians, land planners, and administrative staff in three office locations in the cities of Pleasanton, Gilroy and Rocklin.

**The work for this contract will be performed by staff in the Pleasanton office located at 4690 Chabot Drive, Suite 200, Pleasanton, CA 94588.**

RJA, a multi-discipline firm, has been providing on-call surveying and engineering services for many cities, counties, and special districts since its inception in 1995, with many of these agencies extending our agreements with multi-year renewals. Below is a sample list of agencies RJA is currently providing similar on-call multi-year services for your reference:

- City of Belmont
- City of Brentwood
- City of Concord
- East Bay Regional Park District
- City of Livermore
- City of San Carlos
- City of San Ramon

With our unmatched depth of surveying experience and vast resources of staffing support, RJA will be able to act as an extension of City staff to provide an elevated level of response for numerous requests simultaneously as may be required for this assignment, provide the necessary topographic base maps and/or right of way survey support in-house and expeditiously for the City design and CIP projects, prepare the various surveyed and/or mapping related documents, and provide timely review of final maps for development projects on behalf of the City staff.



## Request for Proposals On-Call Land Surveyor Services

### 2. Management and Team Members

#### Single Point of Contact

The Sr. Project Manager, a Principal at RJA, Mr. Scott Shortlidge, will be the single point of contact and will be responsible for not only the day-to-day management of the project and the team, but also day-to-day tasks of providing technical oversight, coordination with City staff, enforcement of the budget and schedule for each task order as well as quality assurance for all deliverables submitted to the City.

Highlights of **Mr. Shortlidge's** experience include:

- Served and is serving as a Consulting City Surveyor for many cities.
- Extensive experience in boundary and right of way resolution.
- Extensive experience in mapping and Subdivision Map Act.
- Extensive experience working on Caltrans right of way resolution, acquisition and appraisal.
- Extensive experience with GPS surveys.

#### Staff Resources and Staffing Plan

Our approach to staff this contract is to provide a redundancy of available resources such that we will be able to react to the various requests in a timely manner as discussed in previous sections of this Proposal. The single point of contact allows the Sr. Project Manager to act expeditiously and if needed, directing the resources to the appropriate supporting resources. All of the key personnel listed in this statement of qualifications will be available to engage the requests received by the City. **Full resumes of key personnel can be found in the Appendix.**

- **Mr. Zachary Schwarz** is a licensed surveyor with over 10 years of experience and will provide land surveying support services and has knowledge on planning and coordination of aerial flight control network for aerial topography consultant and supplemental topographic surveys, field support for boundary mapping, and monumentation.
- **Mr. Bryan Pierce**, who is a licensed land surveyor, will also provide support to survey related tasks. Mr. Pierce has extensive field and office survey experience, including boundary surveys, right of way surveys, topographic surveys, final mapping, lot line adjustments, plats and legal descriptions, closure calculations, corner records, monumentation, construction staking, and ALTA surveys.
- **Mr. Robert Allen and Mr. Anthony Nguyen** will also serve as support to our surveying staff and who have experience with field and office work including boundary surveys, right-of-way surveys, topographic surveys, final mapping, lot line adjustments, plats and legal descriptions, closure calculations, corner records, monumentation

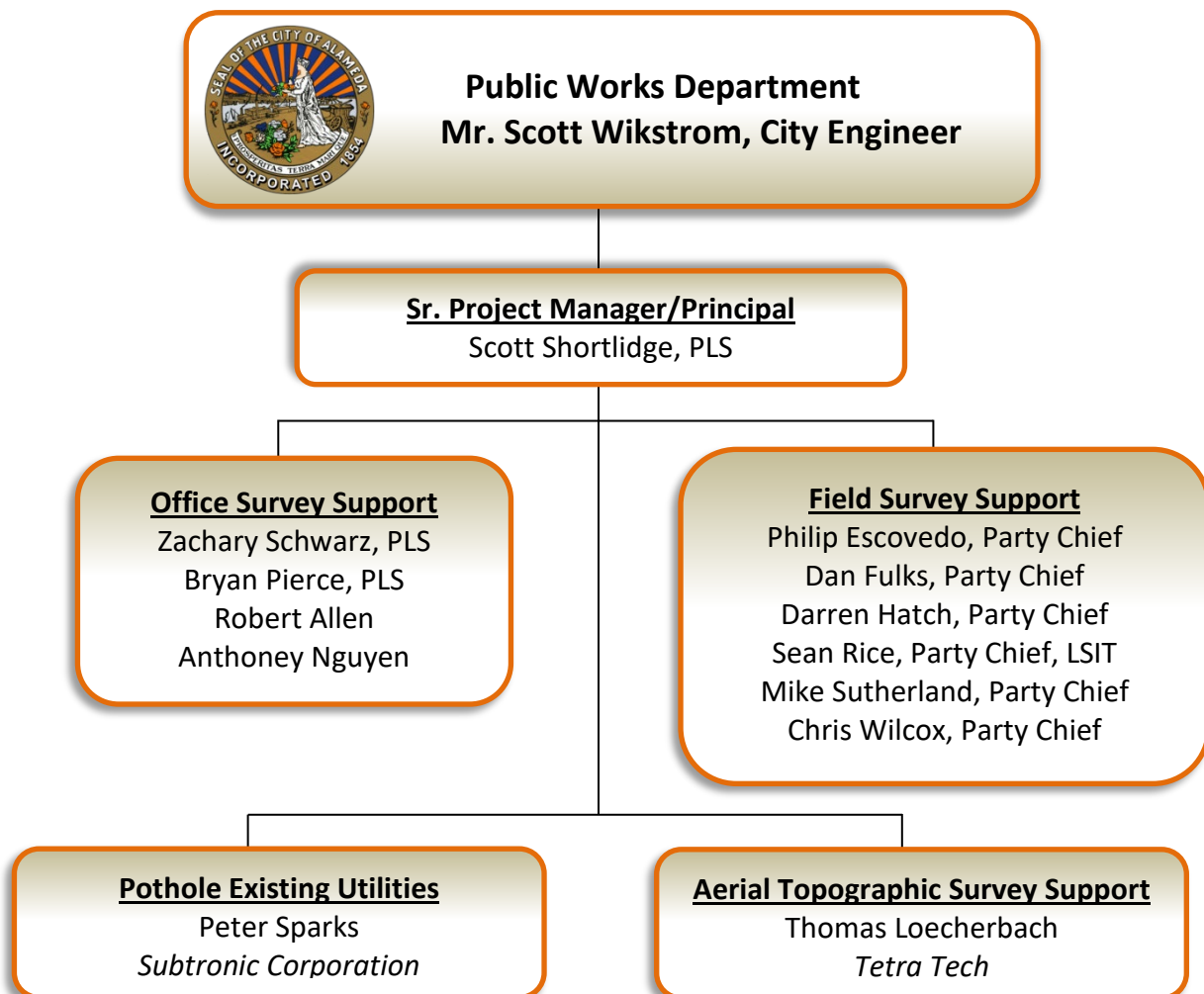


## Request for Proposals On-Call Land Surveyor Services

- **Up to six (6) 2-person survey crews** to respond to field survey requests, most who have been with RJA for over 20 years.
- **Aerial Topographic Map, Tetra Tech**, a well-established and experienced aerial survey company, will be providing the necessary aerial survey to compliment the ground survey, including planimetric and topographic mapping, unmanned aerial systems (drone) mapping, and geographic information systems (GPS) support.
- **Pothole Existing Utilities, Subtronic Corporation**, an experienced underground utilities locating company, will be providing pothole services to locate existing utilities by using a non-destructive vacuum excavation method.

### 3. Organization Chart

Included below is an organization chart summarizing the staff resources for reference:





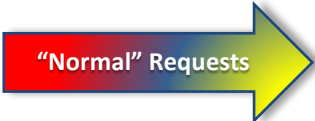


## Request for Proposals On-Call Land Surveyor Services

### 4. Response Time, Availability and Reliability

RJA is committed to working with City staff to process requests for services in an expeditious manner.

One of the reasons for our success with other on-call contracts with multi-year renewals is our unparalleled response time with Clients. RJA's methodology for processing requests is straightforward and will allow for efficient responses to City staff. We understand the nature of on-call services can be fluid. Urgent or emergency requests may occur in addition to the "normal" requests. We propose to approach the City's requests as follows:

	RJA will respond immediately or within 2-4 hours (according to the nature of the emergency request) upon receiving the emergency request and follow up with a fee proposal within 24 working hours.
	RJA will respond immediately or within the same day (according to the nature of the emergency request) upon receiving the urgent request and follow up with a fee proposal within 24 working hours.
	RJA will prepare a written proposal within 2 working days for "normal" non-emergency or non-urgent requests. The written proposal will include a scope of services, estimate of anticipated costs and anticipated schedule for approval.

Further, to facilitate our response time, we propose all requests will be directed to our primary contact. With the depth of staff resources we allocated for this assignment, the Sr. Project Manager will be able to process the City request efficiently and simultaneously if multiple resources are received, and work with the available staffing immediately to respond to the City. As noted, this approach has enabled our team to provide a matched level of services expected from our Clients.

### 5. Management Approach

**"Hands On Management"** has always been RJA's management philosophy. As mentioned in the cover letter, senior level project manager, Mr. Shortlidge will be "in the trenches" managing, assisting, and overseeing as well as preparing technical design and reviews, schedule, and budget ensuring the project team is fully committed to delivery of the projects in a timely manner and meeting City's expectations and promised deadlines. Mr. Shortlidge will also make sure project managers assigned to the projects are keeping the City staff apprised of key issues that need resolution and provide suggested solutions and if needed, meet the project applicant and his/her consultant teams to reconcile and solve key issues.



## Request for Proposals On-Call Land Surveyor Services

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**“One Single Point of Contact.”** All initial requests will be directed to Mr. Shortlidge first regardless nature of the requests. This allows Mr. Shortlidge to be involved with tracking and managing all requests more efficiently and follow up internally to ensure delivery is met.

### 6. Quality Assurance

RJA’s quality control starts at the task scoping, budgeting, and scheduling phase. It happens again during the project assignment phase with assigned staff. It continues to a daily basis when the various staff members assigned to the project will check each other’s work. QA/QC takes place again prior to any submittal to the reviewing agency. The Sr. Project Manager, or senior level staff, will perform an independent review of the documents being prepared. The QA/QC activity will be a budgeted work plan element for every submittal and deliverable. QA/QC requirements are equally enforced on all subconsultants’ work.

Keys to producing a quality project include pursuing the work as an extension of City staff with an **aggressive and proactive approach** to coordinate and communicate project challenges and issues at preliminary design phase, seek solutions collaboratively with our Clients, identifying potential costs impacts, and accept responsibility and ownership of the project. The extent and amount of Quality Control can be adjusted to correspond to the complexity and size of an individual project, and to accommodate the needs of the City.



## Request for Proposals On-Call Land Surveyor Services

### **B. Scope of Services**

RJA, with our depth of team experience and vast resources, will be able to provide the majority of the required services outlined in the Exhibit A, "Scope of Services," of the RFP with in-house office of field staff, with the exception of:

- Aerial Topographic Survey Support – to be provided by our subconsultant, Tetra Tech.
- Pothole of Existing Utilities – to be provided by our subconsultant, Subtronic Corporation.
- Provisions of Title Reports – to be provided by title companies. RJA has extensive working relations with numerous title companies, including First American Title Company, North American Title Company or Old Republic Title Company.

Summarized below is a table identifying the various scope of services expected by this contract and our staffing capability for your reference:

Scope of Services	Provided In-House by RJA	Provided by Tetra Tech	Provided by Subtronic Corporation	Provided by Title Company
1. Aerial Mapping and Photogrammetry		✓		
2. ALTA Survey	✓			
3. As-Built Surveys	✓			
4. Boundary Surveys	✓			
5. Construction Staking	✓			
6. Final Map Review	✓			
7. Final Mapping	✓			
8. Flood Certifications	✓			
9. Global Positioning Systems (GPS) Surveys	✓			
10. LAFCo Mapping/Descriptions	✓			
11. Leveling Surveys	✓			
12. Lot Line Adjustments/Lot Mergers	✓			
13. Pothole of Existing Utilities			✓	
14. Preparation of Legal Descriptions	✓			
15. Processing with the County Recorder's Office	✓			
16. Provision of Title Reports				✓



Request for Proposals  
On-Call Land Surveyor Services

Scope of Services	Provided In-House by RJA	Provided by Tetra Tech	Provided by Subtronic Corporation	Provided by Title Company
17. Record of Survey Mapping/Corner Records	✓			
18. Research of Existing Utilities Information or Base Maps	✓			
19. Right of Way/Appraisal Mapping	✓			
20. Topographic Design Surveys	✓			



## Request for Proposals On-Call Land Surveyor Services

### C. Organization Qualifications

As mentioned previously, RJA is continuing to provide on-call engineering and surveying services to numerous municipalities, many with multi-year renewal contracts. Below is a brief list of agencies for your reference:

	Original Agreement Date	Agreement Extended to
<b>City of Livermore</b> – On-call services including AutoCAD generated base maps for CIP design, final maps, plats and legal descriptions, pothole existing utilities, preparation of title reports, boundary and right of way survey, as-built survey and construction staking.	7/2015	12/2026
<b>City of San Carlos</b> – On-call services including review of final maps, lot line adjustment/lot merger documents, plats and legal descriptions, annexation maps, topographic boundary survey, and street dedication or vacation documents.	6/2016	6/2026
<b>City of San Ramon</b> – On-call services including AutoCAD generated base maps for CIP design, final maps, plats and legal descriptions, pothole existing utilities, preparation of title reports, boundary and right of way survey, as-built survey and construction staking.	11/2017	12/2025
<b>City of Brentwood</b> – On-call services including establishing street right of way, preparing plats and legal descriptions for easements dedication, topographic and boundary survey, review of final maps, research and survey existing utilities for design purposes.	6/2019	6/2025
<b>City of Concord</b> – On-call services including establishing street right of way, preparing plats and legal descriptions for easements dedication, topographic and boundary survey, review of final maps, research and survey existing utilities for design purposes.	7/2016	6/2026



## Request for Proposals On-Call Land Surveyor Services

RJA has provided or is providing similar surveying services to many cities, counties, and regional agencies. A representative list of agencies includes:

### AGENCIES:

#### ***Alameda County:***

- City of Alameda
- City of Dublin
- City of Fremont
- City of Hayward
- City of Livermore
- City of Newark
- City of Pleasanton
- City of San Leandro
- City of Union City

#### ***San Joaquin County:***

- City of Tracy

#### ***Napa County:***

City of American Canyon

#### ***Contra Costa County:***

- City of Brentwood
- City of Concord
- City of Hercules
- City of Lafayette
- City of Oakley
- City of Orinda
- City of Pittsburg
- City of Pleasant Hill
- City of San Pablo
- City of San Ramon
- City of Walnut Creek
- Town of Danville

#### ***San Mateo County:***

- City of Belmont
- City of Half Moon Bay
- Town of Hillsborough
- City of Millbrae
- City of San Carlos
- City of San Mateo

#### ***Santa Clara County:***

- City of Campbell
- City of Gilroy
- City of Los Altos
- City of Sunnyvale

#### ***Special Districts:***

- Alameda County Transportation Improvement Authority
- Central Contra Costa Sanitary District
- Contra Costa Transportation Authority
- County of Alameda
- County of San Mateo
- Dublin San Ramon Services District
- East Bay Regional Park District
- Santa Clara Valley Water District



## Request for Proposals On-Call Land Surveyor Services

RJA has specialized expertise in the following areas that may be required by the City on-call survey assignment:

### OFFICE SURVEY

- Acting City Land Surveyor
- On-Call Surveying Services
- Caltrans State Right-of-Way Work
- ALTA Surveys
- Annexation Processing with LAFCO and Annexation Maps
- Corner Records
- Plats & Legal Descriptions
- Boundary Resolutions
- Record of Survey/Corner Records
- Street Vacation or Abandonment
- Review or Preparation of Final/Parcel Maps
- Right-of-Way Maps
- Appraisal and Acquisition Maps
- Topographic Mapping
- Lot Line Adjustments/Lot Mergers
- Review of Title Reports
- LAFCo Mapping and Support
- Research and Obtain Wet & Dry Utility Base Maps from Agencies
- Preparation of AutoCAD Generated Base Maps for CIP Design Projects

### FIELD SURVEY

- Supplemental Topographic Surveys
- Aerial Topographic Survey
- Field Surveys
- Boundary Surveys
- Control Surveys
- High Precision GPS Surveys
- GPS Right-of-Way Surveys
- As-Built Surveys
- Pothole Survey
- State Right-of-Way Surveys
- Tree Surveys
- Construction Staking
- Monumentation
- Construction Support
- Locating Property Corners
- FEMA Elevation Certificates



## Request for Proposals On-Call Land Surveyor Services

### D. References, Related Experience and Examples of Work

#### 1. References and Related Experience

Outlined below is a brief summary of similar projects and related experience RJA has been providing for your reference:

#### **On-Call Engineering and Surveying Services, City of Livermore**

RJA has been providing on-call engineering and surveying services for a variety of task orders for this multiple year agreement with the City since 2015. The services include:

- Topographic survey and base maps for design purposes.
- Establish field survey controls.
- Field survey existing streets, curb to curb, edge of pavement, back of sidewalk, lip of gutter, manhole rims, utility inverts and trees.
- Pothole and survey existing utilities.
- Provisions of title reports.
- Work with title companies to perform street search.
- Provide As-built Survey for CIP Projects.
- Prepare an AutoCAD generated topographic and boundary map for design purposes.
- Establish street right of way.
- Prepare plats & legal descriptions.
- Prepare final map.
- Prepare lot line adjustment map.
- Review survey documents.
- Construction staking as requested.

Client:	City of Livermore
Contact:	Mr. Joel Waxdeck, PE, Sr. Civil Engineer
Telephone:	(925)960-4511
Email:	<a href="mailto:jwaxdeck@cityoflivermore.net">jwaxdeck@cityoflivermore.net</a>
Team Member Involved:	Scott Shortlidge, Zachary Schwarz

#### **On-Call Engineering & Surveying Services, City of San Ramon**

RJA has been providing ongoing engineering and surveying services to the City of San Ramon for capital improvement projects and miscellaneous engineering and surveying assignments since 2009. The services include:

- Topographic and utility survey for design base maps.
- Preparation of Plan Line Study, design surveys and franchise utility location plans for the widening on Crow Canyon Road
- Prepared PS&E, construction staking and topographic surveys for sidewalk improvements and new storm and sewer connections for ABC Pet Clinic
- Performed preliminary design, utilities analysis, design surveys, base map preparation and field survey/ROW determination for the Purdue Road Widening Study.



## Request for Proposals On-Call Land Surveyor Services

- Designed drainage improvements and performed field surveys for Foster Home Farms historical site.
- PS&E, design and utility location surveys as part of improvements to approximately 2 miles of Bollinger Canyon Road.
- Design surveys and ROW determinations for Bollinger Canyon Road Phase 5.
- Construction staking for miscellaneous projects.

Client: City of San Ramon  
 Contact: Mr. Roderick Wui, PE, City Engineer  
 Telephone: (925) 973-2699  
 Email: [rwui@sanramon.ca.gov](mailto:rwui@sanramon.ca.gov)  
 Team Member Involved: Scott Shortlidge, Zachary Schwarz

### On-Call Surveying Services, City of Brentwood

RJA is currently providing on-call surveying services for a variety of projects on an as-needed basis. The services include:

- Signing of final maps, lot line adjustments or other survey related documents as consulting City Surveyor
- Coordination with Engineering Department to review final maps, title reports and closure calculations.
- Review of lot line adjustment or lot merger documents and assist City staff to prepare Certificate of Compliance and coordinate recordation.
- Review plats and legal descriptions, close calculations for compliance to development design.
- Review of other survey related documents requested by Engineering staff.
- Coordinate review comment and redline markups with Engineering Department and applicants.

Client: City of Brentwood  
 Contact: Ms. Heather Silfies, Engineering Services Specialist  
 Telephone: (925) 516-5443  
 Email: [hsilfies@brentwoodca.gov](mailto:hsilfies@brentwoodca.gov)  
 Team Member Involved: Scott Shortlidge, Zachary Schwarz, Robert Allen, Anthony Nguyen

### On-Call Engineering and Surveying Services, City of San Carlos

RJA has been providing on-call engineering and surveying services for this multiple year agreement from 2016 - 2026. The services include:

- Review Tentative Maps.
- Review final maps for conformance with City Standards and Subdivision Map Act.
- Review survey related documents submitted for private developments.
- Signing final maps and survey related documents as a consulting City Surveyor.
- Review Title Reports.
- Review private development site improvement plans.
- Review public street improvement plans Provide advice and consultation to City Engineer.
- Assist City engineer to coordinate review with developer's Engineers and the applicants.



## Request for Proposals On-Call Land Surveyor Services

Client: City of San Carlos  
Contact: Ms. Grace Le, PE, City Engineer  
Telephone: (650) 802-4201  
Email: [gle@cityofsancarlos.org](mailto:gle@cityofsancarlos.org)  
Team Member Involved: Scott Shortlidge, Zachary Schwarz

### On-Call Surveying Services, City of Union City

RJA is currently providing on-call engineering and development applications reviews for the City of Union City since 2021. The services include:

- Review various entitlement applications and submittals, including but not limited to design review, conditional use permits and site development plans.
- Review Tentative Maps and prepare Draft Conditions of Approval.
- Review private development site improvement plans.
- Review public street improvement plans.
- Review C.3 storm water compliance and C.3/C.6 checklists.
- Review hydrology/hydraulic calculations and detention storage volume calculations.
- Review drainage and/or sewer studies.
- Review Final maps for conformance with City Standards and Subdivision Map Act.
- Review survey related documents submitted for private developments including but not limited to street vacation, lot line adjustment, easement plats and legal descriptions.
- Consulting City Surveyor signing Final Maps.
- Review Title Reports.
- Coordination with planning, building and fire departments during review process.
- Provide advice and consultation to City Engineer.
- Assist City engineer to coordinate review with developer's Engineers and the applicants.

Client: City of Union City  
Contact: Mr. Farooq Azim, City Engineer  
Telephone: (510) 675-5368  
Email: [farooqa@unioncity.org](mailto:farooqa@unioncity.org)  
Team Member Involved: Scott Shortlidge, Zachary Schwarz



## Request for Proposals On-Call Land Surveyor Services

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### 2. Examples of Work

Included in the Appendix are the following work samples of deliverables prepared by RJA for reference:

#### Additional Relevant Information

- Aerial Topographic Survey
- Street Right of Way Map
- Caltrans Right of Way Map
- Plat to accompany Legal Description
- Record of Survey
- Existing Conditions Plan



## Request for Proposals On-Call Land Surveyor Services

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### E. Willingness to Comply with the Proposed Agreement Terms

RJA has reviewed the sample Master Service Agreement provided in the RFP and takes no exceptions to the sample Master Service Agreement, except for the following:

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

~~\$2,000,000~~ **\$1,000,000 per occurrence or claim.**



## Request for Proposals On-Call Land Surveyor Services

### F. Billing Rates



#### RATE AND EXPENSE SCHEDULES

(Effective through July 1, 2025 through June 30, 2026)

#### HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate</u>
Senior Project Manager .....	\$300.00
Project Manager.....	285.00
Senior: Engineer, Surveyor, Planner .....	271.00
Associate: Engineer, Surveyor, Planner .....	253.00
Engineer, Surveyor, Planner.....	235.00
Assistant: Engineer, Surveyor, Planner .....	203.00
Senior Technician .....	198.00
Technician .....	176.00
Assistant Technician.....	152.00
Project Coordinator.....	125.00
Administrative Assistant .....	116.00
Clerical .....	81.00
Field Survey Manager .....	251.00
1-Person Survey Crew .....	231.00
2-Person Survey Crew .....	355.00
3-Person Survey Crew .....	410.00
Principal .....	315.00
Deposition/Court Appearance .....	rates are available upon request

#### EXPENSE SCHEDULE

Bond Copy (24"x36").....	\$1.50 each
Color/mylar plot (small, medium).....	\$10.00 each
Color/mylar plot (large) .....	\$50.00 each
Xerox copy.....	\$0.15 each
Color xerox copy (8½ x 11 or 11 x 17) .....	\$0.50 each
Client-Requested Overtime.....	Hourly Rate plus 25%

All other expenses, including:	Actual Cost plus 15%
Delivery Service	Travel & Expenses
Outside Reproduction	Filing or Permit Fees
Mileage - Auto	Conference Call Expenses
Outside Consultants	



## Request for Proposals On-Call Land Surveyor Services



**TETRA TECH**

### CES Geomatic Technologies Group Rate Sheet 2025-2026

Staff	Title	Rate 2025	Rate 2026
Ashley, Peter	Sr. Project Manager Photogrammetrist	\$ 188.00	\$ 196.00
Babbel, Ben	Topobathymetric LiDAR Manager	\$ 208.00	\$ 217.00
Bienkowski, Bret	Mobile LiDAR Manager	\$ 248.00	\$ 259.00
Brayley, Daira	LiDAR Analyst	\$ 128.00	\$ 133.00
Dove, Riley	UAS LiDAR Pilot	\$ 187.00	\$ 195.00
Edmonson, Hunter	LiDAR Analyst	\$ 56.00	\$ 58.00
Emmett, Matthew	LiDAR Analyst	\$ 78.00	\$ 81.00
Eshelman, Maria	LiDAR Analyst	\$ 105.00	\$ 109.00
Franitti, Eric	LiDAR Analyst	\$ 116.00	\$ 121.00
Gray, Christina	LiDAR Analyst	\$ 133.00	\$ 139.00
Hacker, John	Sr. Project Manager Photogrammetrist	\$ 191.00	\$ 199.00
Hernandez, Hernan	Survey Technician	\$ 106.00	\$ 111.00
Loecherbach, Thomas	Sr. Project Manager Photogrammetrist	\$ 230.00	\$ 240.00
Norr, Tristan	Geospatial Analyst	\$ 69.00	\$ 72.00
Rizvi, Baqar	LiDAR Calibration Specialist	\$ 154.00	\$ 161.00
Smith, Devin	LiDAR Analyst	\$ 74.00	\$ 77.00
Tennent, Brian	Photogrammetrist	\$ 120.00	\$ 125.00
Walmsley, Renee	Director	\$ 304.00	\$ 317.00
Warren, Caprice	Administration	\$ 151.00	\$ 157.00
Wilson, Shawn	Mobile LiDAR Manager	\$ 227.00	\$ 237.00
Woolery, Eric	Acquisition Manager	\$ 99.00	\$ 103.00



## Request for Proposals On-Call Land Surveyor Services



## 2025 PW RATE SHEET

\*These rates are subject to an increase come July 1<sup>st</sup>, of every year

<b>UTILITY LOCATION</b>	<b>\$260.00 P/W per hour portal to portal</b>
Location of utilities by electromagnetic field induction. Ground Penetrating Radar will also be used. Metallic utilities i.e., electric, telephone, gas, and water. Non-metallic utilities with tracer wire visible. Sewer and drain lines with minimum 4" cleanout or manhole access.	
<b>PER DIEM - If required - Depends on county of work</b>	<b>\$\$\$ . \$\$ per night</b>
<b>DATA COLLECTION</b>	<b>\$288.00 P/W per hour portal to portal</b>
Utilities will be painted on the ground. These marks will be surveyed and plotted onto a drawing, by layers, in AutoCAD format. Unless two site control points and their coordinate values are provided, the utilities will be plotted on an arbitrary coordinate system referencing a minimum of two prominent building corners or other features. This will enable insertion into other drawings by the client. The final drawing will be delivered to the client via email with attachments in AutoCAD and a PDF file.	
<b>PRESENTATION</b>	<b>\$180.00 per hour (Office)</b>
Information will be surveyed and plotted onto a drawing, by layers, in AutoCAD format	
<b>REBAR/POST TENSION</b>	<b>\$254.00 per hour portal to portal</b>
<b>VACUUM DIG POTHOLING</b>	<b>\$600.00 per hour portal to portal</b>
Utilities will be exposed using vacuum excavation.	
<b>TV PIPE INSPECTION</b>	<b>\$350.00 - \$600.00 per hour portal to portal</b>
Televise lines using a high-resolution color camera with rotating head, remote iris and light control. (Price varies depending on pipe size and equipment used: Push-cam/tractor/confined space entry)	
<b>CLEANING OF PIPES</b>	<b>\$350.00 - \$450.00 per hour portal to portal</b> (does not include disposal)
High pressure cleaning (pipes 4" and larger) and vacuuming of pipes (6" diameter and larger)	
<b>WATER &amp; GAS LEAK LOCATION</b>	<b>\$270.00 P/W per hour portal to portal</b> (does not include report)
Leaks on the water system are located using acoustic instruments, infrared cameras and leak noise correlators. Leaks on gas systems are detected using portable flame ionization detectors. (\$225/bottle of tracer gas)	

Revised 03/25/2025



Exhibit A

**Request for Proposals  
On-Call Land Surveyor Services**

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**Appendix  
Resumes of Key Personnel**



## Request for Proposals On-Call Land Surveyor Services

### Scott Shortlidge, PLS Role: Office Survey



Mr. Shortlidge has over 40 years of experience in providing all areas of field and office surveying services for municipalities and private sector land development clients. He has specialized expertise in managing surveying and mapping projects including directing and computing GPS networks; establishing local and state right-of-way and/or property lines; preparation of plats and legal descriptions; preparation of survey-related documents, including record of survey, corner records for monumentation, lot line adjustments, and annexation documents; review of title reports and title-related issues; interpretation of the Subdivision Map Act at it relates to Map reviews; and preparation of Final and Parcel Maps. As the Acting City Surveyor reviewing and signing Final Maps.

#### REGISTRATION:

1990, Professional Land  
Surveyor, California No. 6441

#### EDUCATION:

Austin Community College  
(Surveying and Engineering)

Texas A&M University  
(Surveying and Engineering)

#### RELEVANT EXPERIENCE:

##### On-Call Surveying Services, City of Pleasanton

- Consulting City Land Surveyor to support capital improvements projects
- Review of Final/Parcel Maps, title reports
- Provide construction staking or as-built survey for CIP projects
- Review and preparation of plats and legal descriptions
- Review and preparation of survey related documents

##### On-Call Surveying Services, City of Livermore

- Title Review, grant deed preparation and plats & legal descriptions for parcel merger and park easements for downtown redevelopment
- Review and prepare survey related documents supporting CIP projects
- Provide topographic survey for CIP projects

##### On-Call Surveying Services, City of Alameda

- Parcel Map, Final Subdivision Map and lot line adjustment reviews as acting City Surveyor
- Review record of survey or corner records
- Review lot line adjustments or lot merger documents

##### On-Call Survey and Mapping Services, City of San Ramon

- Project Manager for this multi-year on-call contract with the City of San Ramon
- Review and prepare right-of-way survey for Bollinger Canyon Plan Line Study update
- Final mapping for City Center Developments
- Review and prepare survey related documents supporting CIPs

##### On-Call Survey Services, City of Los Altos

- Project Manager reviewing Final Maps, title reports and closure calculations
- Review plats and legal descriptions for easements
- Review lot line adjustments/lot merger documents and survey related documents



## Request for Proposals On-Call Land Surveyor Services

### Zachary Schwarz, PLS Role: Survey Support



Mr. Schwarz has over 10 years of experience providing professional land surveying services for public works and private sector clients, as well as field experience as a Party Chief. His experience includes preparation of legal descriptions, maps and exhibits, resolving property boundaries, develop and adjust control networks, and archive and process field data. Mr. Schwarz has been responsible for understanding civil improvement plans, planning and coordination of aerial flight control network for aerial topography consultant and supplemental topographic surveys, field support for boundary mapping, monumentation, and ALTA's. Construction staking at various stages of development, rough and fine grading, underground utilities, building layout, and final monumentation.

### REGISTRATION:

2021, Professional Land  
Surveyor, California No. 9626

### RELEVANT EXPERIENCE:

#### Various Land Survey Services for Public and Private Sectors

- Responsible for researching and interpreting land rights in connection with PG&E gas and electric transmission projects.
- Obtaining the necessary right-of-way for improvements.
- Coordination with other public agencies, consultants, and developers to determine if additional land rights would be necessary for various projects.
- Managing client contracts and agreements.
- Responsible for managing a team of 20 internal employees and external contractors in delivering surveying and mapping products to various business partners.
- Responsible for preparing legal descriptions, maps and exhibits for proposed PG&E facilities. Supporting project surveyors in responsible charge by preparing mapping related land documents.
- Communicating with business partners and customers throughout the project lifecycle.
- Performed field work as Party Chief to obtain necessary data to produce mapping and other related land documents in support of projects.
- Support survey crews working in the field by providing project specific scope and standards.
- Leading a survey crew as a Party Chief. Responsible for interpreting and understanding civil improvement plans
- Planning and coordination of aerial flight control network for aerial topography consultant and supplemental topographic surveys, field support for boundary mapping, monumentation, and ALTA's.
- Construction staking at various stages of development, rough and fine grading, underground utilities, building layout, and final monumentation.
- Under the direction of a senior survey staff, aided in the production of plats and legal descriptions and observation of the process for the acceptance and recordation of easements.
- Trained as a direct shadow of the licensed surveyor to resolve the property boundaries, develop, and adjust control networks, and archive and process field data.



## Request for Proposals On-Call Land Surveyor Services

### Bryan Pierce, PLS Role: Survey Support



Mr. Pierce has been performing surveying work for over 20 years. His experience includes field and office work including boundary surveys, right-of-way surveys, topographic surveys, construction staking, ALTA surveys, preparation of Final Maps, Parcel Maps, Condominium Plans, Plats and Legal Descriptions, Least Squares Adjustments of Traverse, Levels, and GPS data, management and development of control networks, preparation of information for field crews, reduction of topographic surveys, and associated drafting.

#### REGISTRATION:

Professional Land Surveyor,  
California No. 8859

#### EDUCATION:

Survey Engineering, New Mexico  
State University College of  
Engineering, 2001

#### RELEVANT EXPERIENCE:

##### Gilroy Downtown Streetscape, City of Gilroy

- Land Surveyor responsible for the base mapping for the revitalization of various streets in Downtown Gilroy
- Provided boundary, right-of-way mapping, and supplemental ground survey, including as well as coordinating aerial mapping
- Provided conceptual design, graphics, three (3) dimensional "virtual" animations, presentations for community meetings, and City Council meetings for the Gilroy Downtown Revitalization
- Public agency coordination included Santa Clara Valley Water District and the City of Gilroy.

##### Union Road Bridge Replacement Project, City of Hollister

- Responsible for right-of-way surveys, aerial topographic mapping, channel and floodway cross-sections for hydraulic analysis, developing a property network map, delineating surrounding property boundaries and
- Provided plats and legal descriptions for acquisition of a new street right-of-way

##### Camino Arroyo Bridge, City of Gilroy

- Responsible for surveying and construction staking to support the design of this new vehicle and pedestrian bridge on Camino Arroyo, connecting the existing roadway, which is currently divided by the Ronan Channel.
- Provided field survey and office support to verify horizontal and vertical locations of existing control points, staking for rough grading, storm drain, water, and the new street lights.
- Responsible for settlement monitoring for the embankment construction by performing weekly surveys.

##### Westside Boulevard Improvements, City of Hollister

- Senior Land Surveyor responsible for right-of-way research and data compilation for the design of improvements and construction survey staking for four portions of a residential collector street, Westside Boulevard. The project encompassed construction of approximately 2,600 L.F. of street section to accommodate lanes in the future.
- Survey work included property/right-of-way determination, preparation of documents to support right-of-way acquisition, and construction survey.

##### Glenwood Drive Corridor Widening, Scotts Valley

- Senior Land Surveyor responsible for topographic surveys, right-of-way mapping and plats and legal descriptions for this project related to providing for an overlay, curbs, gutters, and sidewalks for both sides of the street to serve the higher traffic volumes from the new high school.



Request for Proposals  
On-Call Land Surveyor Services



TETRA TECH

Thomas Loecherbach, Ph.D., CP  
Geomatics Director

EXPERIENCE SUMMARY

Dr. Loecherbach’s education is in geodesy and land surveying with emphasis in photogrammetry and adjustment theory. He has 30 years of professional experience in private photogrammetric practice in the U.S. plus five years at university level prior to that. He has been continuously involved in photogrammetry and remote sensing since 1985. Throughout his career he has been instrumental in implementing airborne GPS and INS technology, digital camera systems and other technologies into the mapping workflow. During this time he has managed the technical aspects of hundreds of projects for a wide range of customers. For daily production he developed software tools, established guidelines and streamlined production workflows. As Geomatics Director, he oversees all technical project specifications.

He has also taught classes on photogrammetry, digital image processing and remote sensing to graduate students and professionals and worked on the transitioning of graduate level teaching from analytical photogrammetry to digital photogrammetry and image processing.

RELEVANT EXPERIENCE

**Amelia County VA (2024).** Tetra Tech acquired 4-band aerial imagery and high density airborne LiDAR for a 1127 acre site in Amelia County in Virginia. Mr. Loecherbach managed the project and provided the data to the Glen Allen office of Tetra Tech. Deliverables included a DEM and a DSM at 1-foot grid spacing, an orthomosaic, and a surface in xml format.

**Navajo Nation – Abandoned Uranium Mines, Aerial LiDAR and Imagery – RAES 2 (2024).** Tetra Tech was contracted by the U.S. Environmental Protection Agency under the Response, Assessment, and Evaluation Services (RAES 2) contract to prepare aerial LiDAR and imagery for the Northern Agency Tronox Abandoned Uranium Mines. LiDAR and imagery were collected in 2024 for an area of about 55 square miles. The RAES 2 project was a follow-up project to the RAES 1 project in 2019. In 2019 LiDAR and imagery was collected for an area of about 12.5 square miles. For the data acquisition (flight), Tetra Tech subcontracted with Keystone Aerial Surveys, a Vexcel company. Ground control survey was conducted by RAES Team subcontractor iiná bá, Inc. out of Farmington, New Mexico. The image data was acquired on October 02, 2024. The LiDAR data was acquired on October 03, 07 and 08, 2024. The data was then processed by Tetra Tech’s Geomatics Team. Deliverables included natural color (RGB) and color infrared (CIR) orthoimagery, classified LiDAR point cloud data, a digital elevation model (DEM), a digital surface model (DSM), vegetation mapping in vector (polygon) and raster (grid) format as well as metadata. Mr. Loecherbach managed both projects.

EDUCATION

Ph.D., Photogrammetry,  
Institute of Photogrammetry,  
University of Bonn,  
Germany, 1998

M.S., Geodesy and Land  
Surveying, University of  
Bonn, Germany, 1990

AREA OF EXPERTISE

Photogrammetry, airborne  
LiDAR, Mobile Mapping;  
Aerial triangulation, DTM  
generation, planimetric and  
topographic mapping,  
Orthorectification, GIS;  
Software packages including  
Inpho / Trimble, Terrasolid,  
LP360, ESRI,  
GlobalMapper,  
Pix4dMapper, Civil3d

TRAINING/CERTIFICATIONS

Certified Photogrammetrist,  
ASPRS – #R1306 (certified  
in 2006, expires Aug 31,  
2026)

GIS and Remote Sensing  
course work, San Francisco  
State University, 2000

OFFICE LOCATION

CES Oakland, CA

YEARS OF EXPERIENCE

30

YEARS WITH FIRM

16





## Request for Proposals On-Call Land Surveyor Services

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**USGS Arizona North-Central, Airborne LiDAR Processing (2024).** Through Sanborn Geospatial's USGS Geospatial Products and Services Contract, Tetra Tech performed LiDAR data processing for 2,628 square miles of area in Arizona. The work was completed from July 2024 to October 2024. Sanborn provided Tetra Tech calibrated LiDAR tiles for Tetra Tech to process and deliver final QL2 LiDAR tiles for two large areas, working units 1 and 2. Tasks included LiDAR classification processing and manual editing of LiDAR points in accordance with the USGS LiDAR Base Specification. Tetra Tech digitized and delivered 3D breaklines for hydro features. Tetra Tech then used the 3D hydro breaklines and final classified 'class 2' points to create a hydroflattened DEM. Other deliverables included Maximum Surface Height Rasters (MSHR), Intensity Images, and Swath Separation Images. Mr. Loecherbach managed the production.

**UAS Landfill monitoring (2021, 2022, 2023,2024).** In collaboration with Tetra Tech SWE in Green Bay WI, Mr. Loecherbach has processed the UAS (unmanned aerial system) imagery for over a dozen landfill sites across 6 states in the northern Mid-West. The deliverables include an image derived point cloud, a Civil3D surface with two-foot contours, and an orthophoto. The turn-around time for the processing is around one to three days.

**USGS 3DEP Program, Montana (2023).** As a subcontractor to Axis Geospatial, Mr. Loecherbach has managed the QC and processing of 5,500 square miles of LiDAR collected of the state of Montana for the USGS 3DEP program.

**Marathon Pipeline (2023).** Under contract with Marathon Petroleum, Tetra Tech acquired LiDAR data and aerial imagery along a 1,280 mile long and 400 foot wide corridor across 5 states. Mr. Loecherbach managed the LiDAR point cloud processing and derived products and processed the orthoimagery.

**Greenville Solar (2023).** As a contractor to ARS engineers Tetra Tech has collected LiDAR data over a 1,000 acre site near Greenville, TX. Mr. Loecherbach prepared planimetric and topographic (1 foot contours) for the site.

**Aquatic Riparian Inventory, Tonto National Forest (2022).** As a contractor to the USFS Southwestern Region, Tetra Tech acquired high resolution aerial imagery over 217 sites in the Tonto National Forest. Dr. Loecherbach prepared image derived 3D colored point clouds, a geodatabase and georeferenced imagery as a deliverable.

**Aquatic Riparian Inventory (2021).** As a contractor to the USFS Southwestern Region, Tetra Tech acquired high resolution aerial imagery over 184 sites in the Coronado National Forest and for 135 sites in the Santa Fe National Forest. Dr. Loecherbach prepared image derived 3D colored point clouds and georeferenced imagery as a deliverable.

**Historical Aerial Imagery (2020 – 2022).** As a contractor to the USFS Southwestern Region, Tetra Tech was tasked to prepare orthomosaics of National Forest lands and Grasslands in Arizona and New Mexico. Dr. Loecherbach performed aerotriangulation, image processing and quality control, using historical aerial imagery collected between 1958 and 1967.

**Jemez Campground (2021).** As a contractor to the USFS Southwestern Region, Tetra Tech collected aerial imagery and provided photogrammetric mapping in AutoCad format for the Jemez Campground in New Mexico. Dr. Loecherbach performed aerotriangulation and QC.



## Request for Proposals On-Call Land Surveyor Services

### PROJECT TEAM



#### SUBTRONIC CORPORATION | POTHOLING

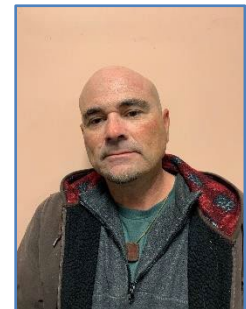
##### **Peter Sparks | Utility Potholing Specialist | Department Manager**

Peter is a valuable member of the Subtronic Corporation potholing team, having been with the company for 17 years. He is instrumental in doing the traffic control plans, procuring permits, marking areas for USA and getting the potholing projects off to a good start. Peter has a positive approach to all new assignments and is quick to identify and resolve any problem situations that may arise in the field. Mr. Sparks is a hands-on leader known for his strategic and focused approach. He has completed many successful projects that have resulted in business growth. Mr. Sparks is highly experienced in utility locating by way of vacuum pothole excavation. He always provides a clear channel of communication and coordination between operating personnel and functional counterparts.



##### **Sal Zesati | Utility Potholing Specialist**

Sal has been with Subtronic Corporation since May of 2007. He is a reliable crew member – always eager and willing to help where needed.



##### **Damien Lawrence | Utility Potholing Specialist**

Damien has been with Subtronic Corporation since June of 2006. He is a reliable crew member – always eager and willing to help where needed.





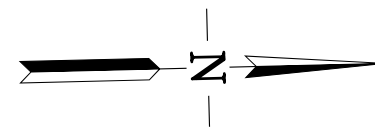
**Request for Proposals  
On-Call Land Surveyor Services**

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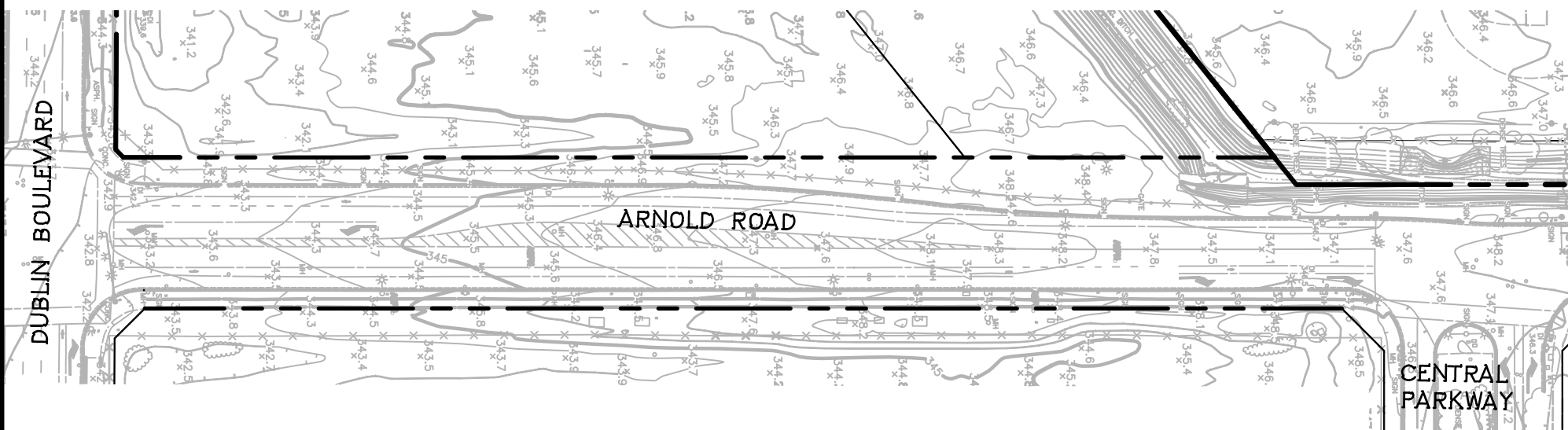
**Appendix  
Examples of Work**

- Aerial Topographic Survey
- Street Right of Way Map
- Caltrans Right of Way Map
- Plat to accompany Legal Description
- Record of Survey
- Existing Conditions Plan

Exhibit A



1 inch = 100 ft.



**ARNOLD ROAD AERIAL TOPO**  
**CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA**

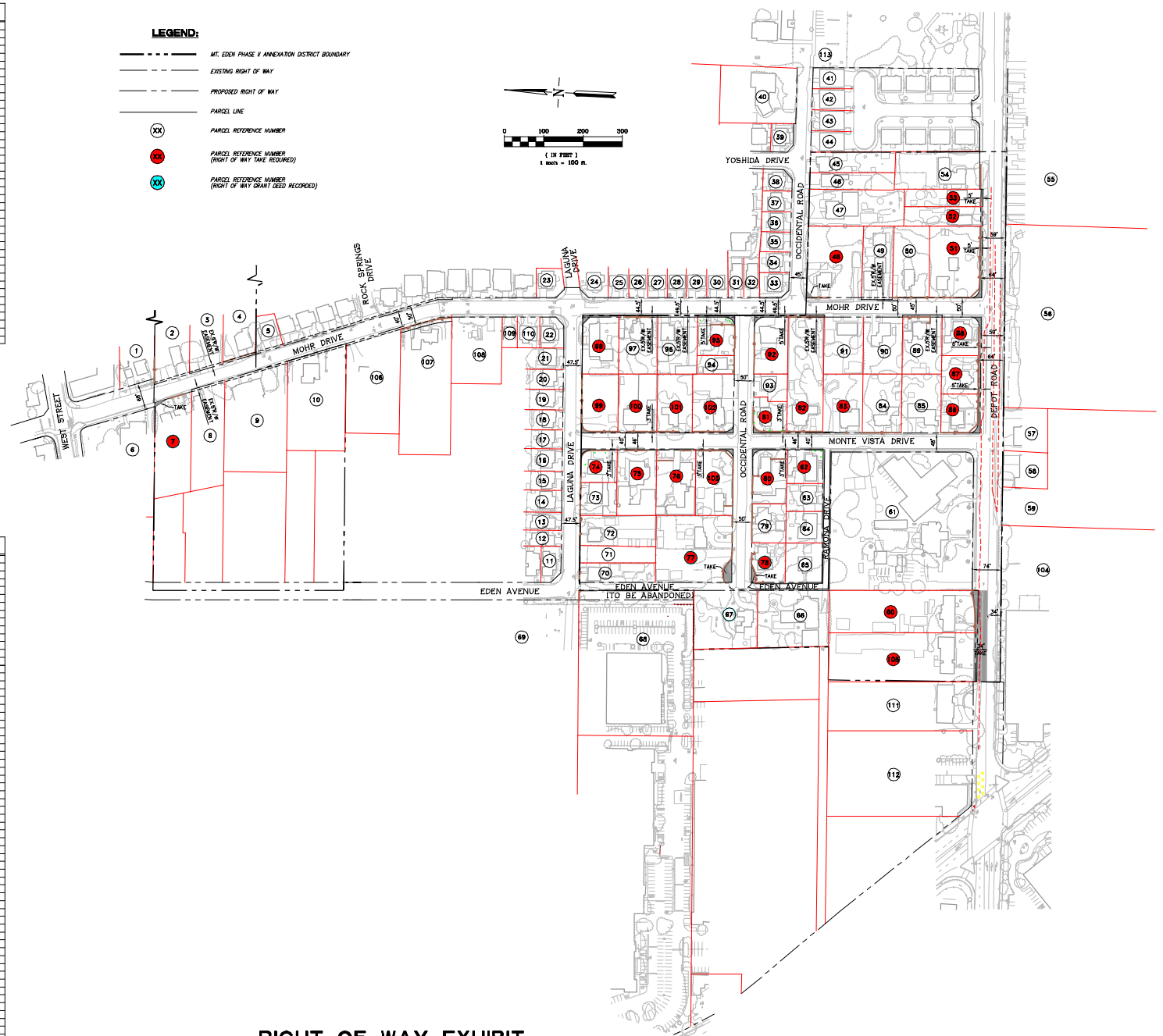
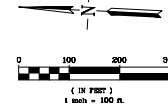


**RUGGERI-JENSEN-AZAR**  
 ENGINEERS ■ PLANNERS ■ SURVEYORS  
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588  
 PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: FEBRUARY 27, 2018 JOB NO. 081076 SHEET 1 OF 1

Parcel No.	Owner	Assessor's Parcel Number	Street Address	Right of Way Date Required	Date Grant Deed Recorded	Series No.
1	NICHOLSON	441-0074-030-00	25636 Mohr Drive	No	--	--
2	FRATT	441-0074-030-00	24784 Mohr Drive	No	--	--
3	SEPPARD	441-0074-010-00	24772 Mohr Drive	No	--	--
4	CASLANDIA	441-0074-011-00	24880 Mohr Drive	No	--	--
5	WILLIAMS	441-0074-038-00	24882 Mohr Drive	No	--	--
6	DONISIO	441-0077-029-00	24642 Mohr Drive	No	--	--
7	LIU	441-0077-002-00	24635 Mohr Drive	Yes	--	--
8	LIU	441-0077-003-04	24581 Mohr Drive	No	--	--
9	WYLLIE	441-0077-004-03	24681 Mohr Drive	No	--	--
10	HELLING	441-0077-005-00	24687 Mohr Drive	No	--	--
11	DAVID	441-0077-013-00	24688 East Avenue	No	--	--
12	MAHOLLAND	441-0077-031-00	2171 Laguna Drive	No	--	--
13	HU & JACKSON	441-0077-032-00	2171 Laguna Drive	No	--	--
14	QUEJAS	441-0077-066-00	2351 Laguna Drive	No	--	--
15	HSIAO	441-0077-067-00	2341 Laguna Drive	No	--	--
16	CUNAS	441-0077-068-00	2331 Laguna Drive	No	--	--
17	THOMPSON	441-0077-069-00	2305 Laguna Drive	No	--	--
18	WATSON	441-0077-070-00	2193 Laguna Drive	No	--	--
19	KAMRIZ	441-0077-071-00	2171 Laguna Drive	No	--	--
20	CASLANIA	441-0077-072-00	2151 Laguna Drive	No	--	--
21	PATAN	441-0077-073-00	2179 Laguna Drive	No	--	--
22	IBAMOTO	441-0077-074-00	24937 Mohr Drive	No	--	--
23	ARTAGUA	441-0077-067-00	24936 Mohr Drive	No	--	--
24	MILLET	441-0077-078-00	2371 Laguna Drive	No	--	--
25	BEAMAN	441-0077-079-00	25046 Mohr Drive	No	--	--
26	RUPERTO	441-0077-080-00	25052 Mohr Drive	No	--	--
27	KILAR	441-0077-081-00	25058 Mohr Drive	No	--	--
28	FLORES	441-0077-082-00	25064 Mohr Drive	No	--	--
29	SACAZAR	441-0077-083-00	25070 Mohr Drive	No	--	--
30	WASHINGTON	441-0077-084-00	25076 Mohr Drive	No	--	--
31	HAMRANI	441-0077-085-00	25082 Mohr Drive	No	--	--
32	FERGUSON	441-0077-086-00	25088 Mohr Drive	No	--	--
33	KEITH	441-0077-087-00	2245 Occidental Road	No	--	--
34	MILLINS	441-0077-088-00	2243 Occidental Road	No	--	--
35	BONNER & GONZALES	441-0077-089-00	2241 Occidental Road	No	--	--
36	BARRON & BARAJAS	441-0077-090-00	2239 Occidental Road	No	--	--
37	HAMRIZ	441-0077-091-00	2237 Occidental Road	No	--	--
38	LEE	441-0077-092-00	2235 Occidental Road	No	--	--
39	ADAMO	441-0077-093-00	25096 Yoshida Drive	No	--	--
40	CHANG	441-0077-094-00	2177 Occidental Road	No	--	--
41	COMMON AREA TR 3864	441-0077-095-00	Common Court	No	--	--

- LEGEND:**
- MT. EDEN PHASE 1 ANNEXATION DISTRICT BOUNDARY
  - EXISTING RIGHT OF WAY
  - PROPOSED RIGHT OF WAY
  - PARCEL LINE
  - PARCEL REFERENCE NUMBER
  - PARCEL REFERENCE NUMBER (RIGHT OF WAY TAKE REQUIRED)
  - PARCEL REFERENCE NUMBER (RIGHT OF WAY GRANT DEED RECORDED)



Parcel No.	Owner	Assessor's Parcel Number	Street Address	Right of Way Date Required	Date Grant Deed Recorded	Series No.
42	COMMON AREA TR 3864	441-0077-049-00	Common Court	No	--	--
43	COMMON AREA TR 3864	441-0077-049-00	Common Court	No	--	--
44	COMMON AREA TR 3864	441-0077-043-00	Common Court	No	--	--
45	TRINOR	441-0077-043-00	2202 Occidental Road	No	--	--
46	LANE	441-0077-043-00	2214 Occidental Road	No	--	--
47	GUTIERREZ	441-0077-043-00	2238 Occidental Road	No	--	--
48	SULLIVAN	441-0077-050-00	25272 Mohr Drive	Yes	--	--
49	PRATT	441-0077-051-00	25278 Mohr Drive	No	--	--
50	RENTILLION	441-0077-052-00	25344 Mohr Drive	No	--	--
51	RENTILLION	441-0077-053-00	25352 Mohr Drive	Yes	--	--
52	YOUNG	441-0077-054-00	2315 Depot Road	Yes	--	--
53	RENTILLION	441-0077-055-00	2333 Depot Road	Yes	--	--
54	RODRIGUEZ & GONZALEZ	441-0077-056-00	2333 Depot Road	No	--	--
55	MT. EDEN CEMETERY	441-0055-002-04	Depot Road	No	--	--
56	BAT WATKINS INC.	441-0055-003-00	25600 Industrial Boulevard	No	--	--
57	HERBORN	441-0055-013-00	2520 Depot Road	No	--	--
58	HERBORN	441-0055-014-00	2520 Depot Road	No	--	--
59	HERBORN	441-0055-015-00	2540 Depot Road	No	--	--
60	URBANCO	441-0055-016-00	2627 Depot Road	Yes	--	--
61	HERBORN SERVICES	441-0055-017-04	2520 Depot Road	No	--	--
62	ALLEN	441-0055-018-00	2523 Monte Vista Drive	Yes	--	--
63	ORTEGA	441-0055-019-00	2451 Ramona Drive	No	--	--
64	ANNUNZIATO	441-0055-020-00	2475 Ramona Drive	No	--	--
65	LASTER	441-0055-021-00	25081 East Avenue	No	--	--
66	MUSTEY	441-0055-022-00	25082 East Avenue	No	--	--
67	DEARBARD SQUARE RENTALS	441-0055-023-00	25077 East Avenue	Yes	--	--
68	BAY BROOKWAY TECHNOLOGY PARK	441-0055-024-00	Chaparral Road	No	--	--
69	ROBE	441-0055-025-00	24300 Chaparral Road	No	--	--
70	RODRIGUEZ	441-0055-026-00	2382 Laguna Drive	No	--	--
71	ANDRADA	441-0055-027-00	Laguna Drive	No	--	--
72	ANDRADA	441-0055-028-00	2340 Laguna Drive	No	--	--
73	VANDERBROOK	441-0055-029-00	2330 Laguna Drive	No	--	--
74	GOMEZ	441-0055-030-00	24921 Monte Vista Drive	Yes	--	--
75	LAW	441-0055-031-00	24941 Monte Vista Drive	Yes	--	--
76	TAYLOR	441-0055-032-00	25081 Monte Vista Drive	Yes	--	--
77	DEKASAS	441-0055-033-00	2381 Occidental Road	Yes	--	--
78	MERLEY & MATHIS	441-0055-034-00	25024 East Avenue	No	--	--
79	CLARKE	441-0055-035-00	2374 Occidental Road	No	--	--
80	BARNEY	441-0055-036-00	25111 Monte Vista Drive	Yes	--	--
81	TALMORPEAU	441-0055-037-00	25108 Monte Vista Drive	Yes	--	--
82	DORRIS	441-0055-038-00	25124 Monte Vista Drive	Yes	--	--
83	MARTINEZ	441-0055-039-00	25240 Monte Vista Drive	Yes	--	--
84	MEDEROS	441-0055-040-00	25256 Monte Vista Drive	Yes	--	--
85	LEWIS	441-0055-041-00	25272 Monte Vista Drive	Yes	--	--
86	WILLIAMS	441-0055-042-00	2497 Depot Road	Yes	--	--
87	PERDUESEN	441-0055-043-00	2449 Depot Road	Yes	--	--
88	FLORES	441-0055-044-00	2431 Depot Road	Yes	--	--
89	MALIZA	441-0055-045-00	25387 Mohr Drive	No	--	--
90	SANTOS	441-0055-046-00	25391 Mohr Drive	No	--	--
91	LAUSTEN	441-0055-047-00	25375 Mohr Drive	No	--	--
92	SUN	441-0055-048-00	25169 Mohr Drive	Yes	--	--
93	KRAUSE	441-0055-049-00	2320 Occidental Road	No	--	--
94	SAVANA	441-0055-050-00	25271 Occidental Road	No	--	--
95	MOTA	441-0055-051-00	25057 Mohr Drive	Yes	--	--
96	GUTIERREZ	441-0055-052-00	25051 Mohr Drive	No	--	--
97	MALIZA	441-0055-053-00	25042 Mohr Drive	No	--	--
98	KEITH	441-0055-054-00	25038 Mohr Drive	Yes	--	--
99	ESCALANTE	441-0055-055-00	Monte Vista Drive	Yes	--	--
100	METERS	441-0055-056-00	24942 Monte Vista Drive	Yes	--	--
101	GUTIERREZ	441-0055-057-00	25080 Monte Vista Drive	Yes	--	--
102	PALACIOS	441-0055-058-00	25080 Monte Vista Drive	Yes	--	--
103	SIMPSON	441-0055-059-00	2385 Occidental Road	Yes	--	--
104	CHO	441-0055-060-00	25000 Industrial Boulevard	No	--	--
105	JORDAN	441-0055-061-00	2461 Depot Road	Yes	--	--
106	ORRICO	441-0055-062-00	24909 Mohr Drive	No	--	--
107	CHANG	441-0055-063-00	24907 Mohr Drive	No	--	--
108	MOHLAND MUTUAL WATER	441-0055-064-00	24907 Mohr Drive	No	--	--
109	FRANKASH	441-0055-065-00	24909 Mohr Drive	No	--	--
110	SEKULA	441-0055-066-00	24931 Mohr Drive	No	--	--
111	DEARBARD SQUARE RENTALS INC.	441-0055-067-00	2363 Depot Road	No	--	--
112	DEARBARD SQUARE RENTALS INC.	441-0055-068-00	2815 Depot Road	No	--	--
113	MOUNT EDEN SCHOOL DISTRICT	441-0055-069-00	Depot Road	No	--	--

**RIGHT OF WAY EXHIBIT**  
**MT. EDEN ANNEXATION AREA - PHASE 2**  
 CITY OF HAYWARD, ALAMEDA COUNTY, CALIFORNIA

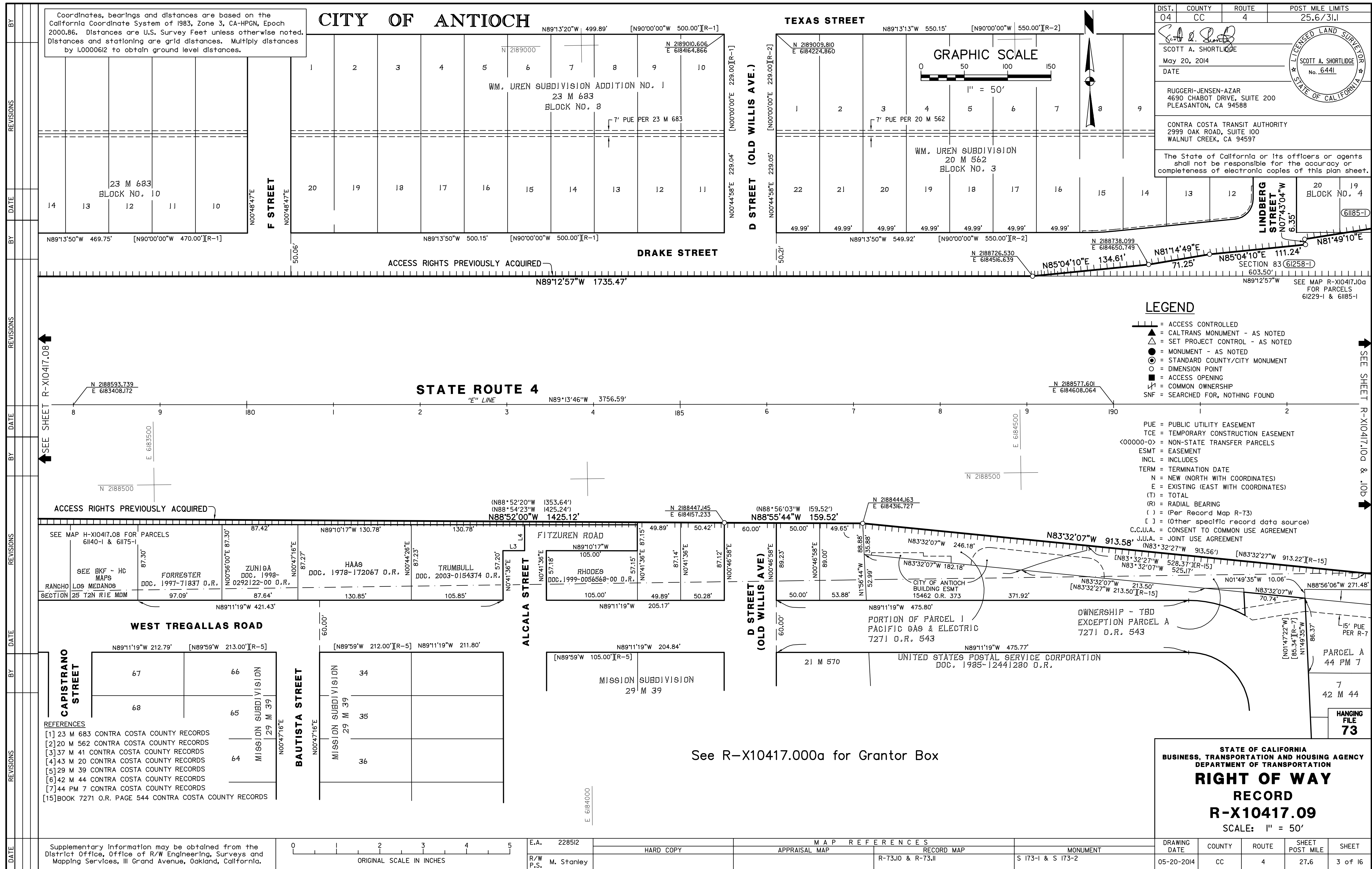
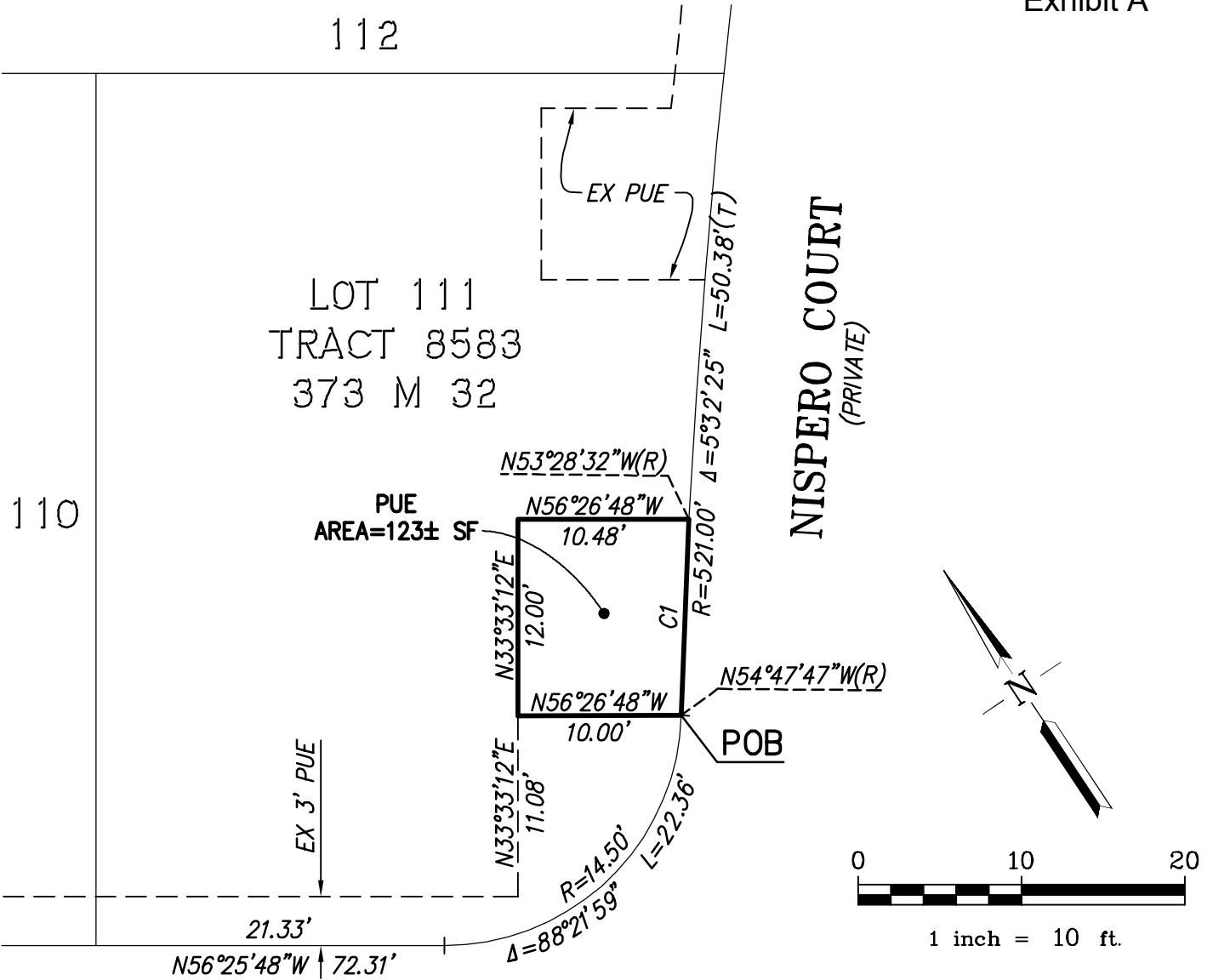


Exhibit A



AMBROSIA STREET  
(PRIVATE)

Curve Table			
Curve	Radius	Delta	Length
C1	521.00'	1°19'15"	12.01'

### LEGEND

POB	POINT OF BEGINNING
---	EASEMENT LINE AS NOTED
---	EXISTING PARCEL LINE
---	BOUNDARY OF DESCRIBED AREA
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
(R)	RADIAL



SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT B  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
FOR  
PUBLIC UTILITY EASEMENT

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

**RJA**  
**RUGGERI-JENSEN-AZAR**  
ENGINEERS • PLANNERS • SURVEYORS  
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588  
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:  
1" = 10'

DATE:  
01-20-2025

JOB NO.:  
151051

REFERENCES:

- (1) RECORD OF SURVEY NO. 451 - 8 R/S 46  
(2) AMENDED TRACT 5851 - 183 M 53  
(3) TRACT 1646 - 36 M 87  
(4) MAP OF ADDITION NO. 3 - 6 M 3  
(5) RECORD OF SURVEY NO. 595 - 11 R/S 36  
(6) VESTING DEED - BOOK 7470 O.R. PAGE 169

LEGEND

- FOUND STANDARD CITY MONUMENT  
● FOUND IRON PIPE, AS NOTED  
(1) RECORD REFERENCE  
O.R. OFFICIAL RECORDS  
AA##A# COUNTY MONUMENT ID

RECORD OF SURVEY NO. \_\_\_\_\_  
WILLIAM MENDENHALL MIDDLE SCHOOL

BEING A FIELD SURVEY OF THE REAL PROPERTY DESCRIBED IN THE GRANT DEEDS  
TO LIVERMORE SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA,  
RECORDED IN BOOK 1612 AT PAGE 805 AND IN BOOK 1618 AT PAGE 384,  
OFFICIAL RECORDS OF ALAMEDA COUNTY

CITY OF LIVERMORE  
ALAMEDA COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR  
CIVIL ENGINEERS, PLANNERS, SURVEYORS

PLEASANTON, CALIFORNIA  
(925) 227-9100  
FEBRUARY 2018

BASIS OF BEARINGS

THE MONUMENT LINE ON EAST AVENUE BETWEEN THE FOUND STREET MONUMENT AT  
ESTATE STREET AND HILLCREST AVENUE TAKEN AS NORTH 88°59'49" WEST AS IS  
BASED ON "GRID NORTH" DERIVED FROM LEICA GEOSYSTEMS SMARTNET NORTH  
AMERICA NETWORK OF GPS AND GNSS RECEIVERS DURING JUNE-JULY OF 2017.

NOTE

THIS RECORD OF SURVEY IS BEING FILED IN COMPLIANCE WITH SECTION 8762 (b)(5)  
OF THE PROFESSIONAL LAND SURVEYORS ACT.

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION  
IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S  
ACT AT THE REQUEST OF LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT IN  
NOVEMBER, 2017.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SCOTT A. SHORTLIDGE, P.L.S. 6441



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE  
PROFESSIONAL LAND SURVEYORS' ACT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

MICHAEL RUBNER, L.S. 6843  
ALAMEDA COUNTY SURVEYOR



COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT \_\_\_\_\_ M., IN  
BOOK \_\_\_\_\_ OF SURVEYS AT PAGE \_\_\_\_\_, AT THE REQUEST OF LIVERMORE  
VALLEY JOINT UNIFIED SCHOOL DISTRICT OF ALAMEDA AND CONTRA COSTA COUNTIES.

FEE: \$ \_\_\_\_\_  
EXEMPT FROM RECORDING FEE  
PER GOVERNMENT CODE  
#6103 AND #27383

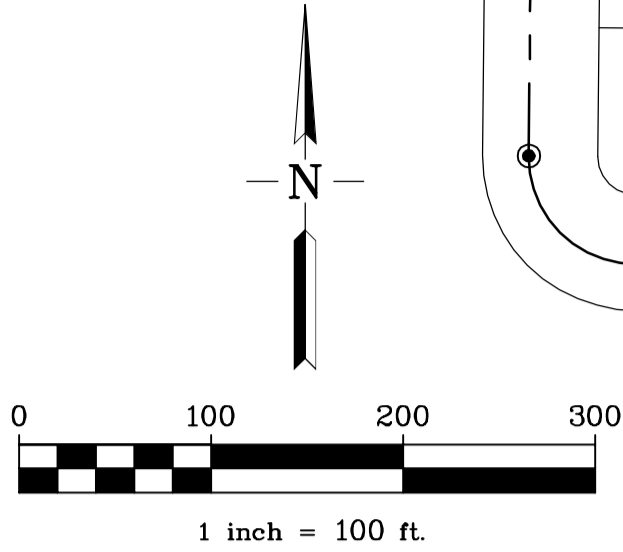
STEVE MANNING  
COUNTY RECORDER IN AND FOR THE  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER



JOB NO. 171044.04

SHEET 1 OF 1 SHEET



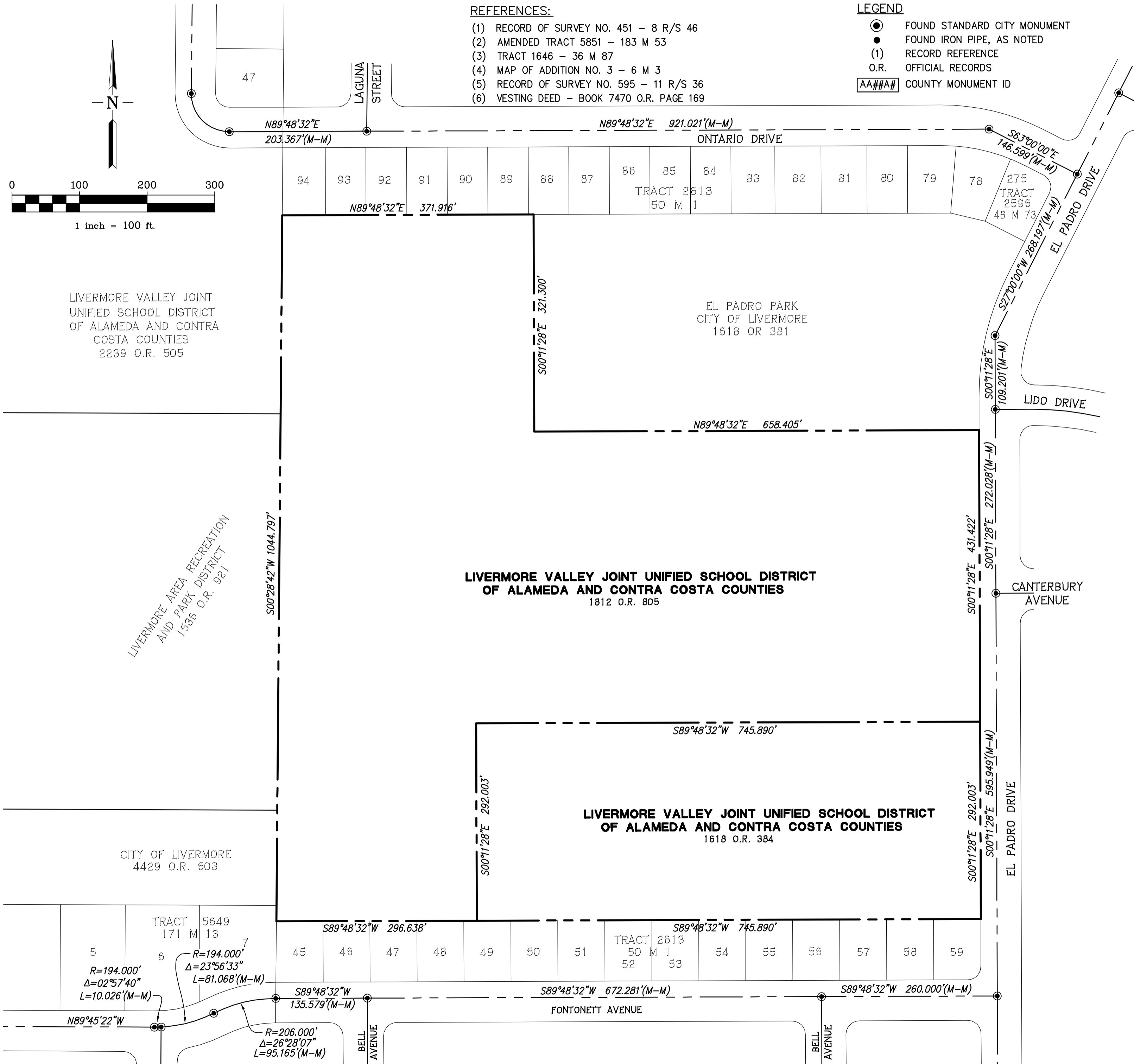
LIVERMORE VALLEY JOINT  
UNIFIED SCHOOL DISTRICT  
OF ALAMEDA AND CONTRA  
COSTA COUNTIES  
2239 O.R. 505

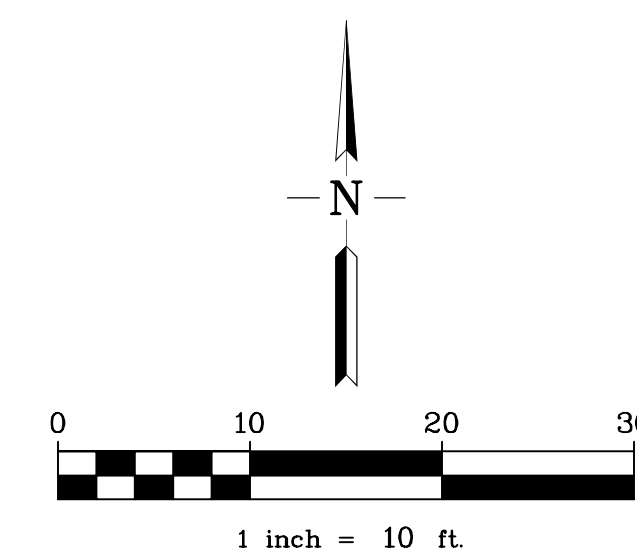
LIVERMORE AREA RECREATION  
AND PARK DISTRICT  
1536 O.R. 921

CITY OF LIVERMORE  
4429 O.R. 603

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT  
OF ALAMEDA AND CONTRA COSTA COUNTIES  
1812 O.R. 805

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT  
OF ALAMEDA AND CONTRA COSTA COUNTIES  
1618 O.R. 384





**CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA**  
**FOR: CITY OF LIVERMORE**



JOB NO. 211010-042



# 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).**

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549  License#: 6003745 RUGGERI-02	<b>CONTACT</b> NAME: Maurice Thornton PHONE (A/C, No, Ext): 510-272-1476 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of Connecticut</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's, London</td> <td style="text-align: center;">32727</td> </tr> <tr> <td>INSURER D: Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: The Travelers Indemnity Company of Connecticut	25682	INSURER C: Underwriters at Lloyd's, London	32727	INSURER D: Arch Insurance Company	11150	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER: 943642073****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6802J195036	6/19/2024	6/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R565397	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP9B546956	6/19/2024	6/19/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB3J886238	6/19/2024	6/19/2025	<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
D C	Professional Liability Cyber Liability			PAAEP0168500 ESM0339980960	6/19/2024 6/19/2024	6/19/2025 6/19/2025	Per Claim \$2,000,000 Aggregate Limit \$2,000,000 \$1,000,000 Per Claim & Aggregate Limit

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

The following policies are included in the underlying schedule of insurance for Umbrella/Excess Liability: General Liability/Auto Liability/Employer's Liability.  
 RE: On-Call Land Surveyor Services --

The City of Alameda, City, its City Council, boards, commissions, officials, employees, agents and volunteers are named as Additional Insured for General and Automobile Liability as required by written contract. General and Auto Liability Insurance are Primary and Non-Contributory and a Cross Liability Clause applies per policy form. A Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation. 30 Days Notice of Cancellation.

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

City of Alameda 2263 Santa Clara Alameda CA 94501  <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Initial <i>LC</i></div> <div>5/13/2025</div> </div>	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>M. Thornton</i></p>
--	--

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POLICY NUMBER

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

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

**Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

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

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

POLICY NUMBER:

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

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

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

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

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

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

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

## COMMERCIAL GENERAL LIABILITY

### c. Method Of Sharing

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

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

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

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

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

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

### 5. Premium Audit

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

### 6. Representations

By accepting this policy, you agree:

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

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

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

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

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

### 9. When We Do Not Renew

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

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

## SECTION V – DEFINITIONS

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

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

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

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

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

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

**Sale Of Pharmaceuticals**

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

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

"Incidental medical services" means:

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

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

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

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

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

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

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

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

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

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### D. EMPLOYEES AS INSURED

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

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **Personal Property**

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

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

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

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

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) –**

**POLICY NUMBER: UB3J886238**

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

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

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

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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.)**

Insurance Company  
Travelers Property Casualty Company of America

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

**DATE OF ISSUE: 5/8/2025**

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