

MASTER SERVICE AGREEMENT FOR ON-CALL LAND SURVEYOR CONSULTANT SERVICES

This Master Service Agreement ("**Agreement**") is entered into this 20th day of July, 2021 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **BELLECCI & ASSOCIATES**, a California corporation, whose address is **2290 DIAMOND BLVD., SUITE 100, CONCORD, CALIFORNIA 94520** (the "**Provider**"), in reference to the following facts and circumstances:

RECITALS

- A. 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 professional services. On May 6, 2021 City staff issued a Request for Proposal and after a submittal period of 21 days received eight 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. City and Provider desire to enter into an agreement for on-call Land Surveyor professional 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 be three (3) years commencing on the 22nd day of July 2021, and shall terminate on the 30th day of June 2024 unless terminated earlier as set forth herein.

This Agreement may be mutually extended after the initial three (3) year term, on a year-by-year basis, for up to two (2) additional one (1) year terms, at the sole discretion of the Public Works Director or authorized representative thereof (collectively, "**Public Works Director**"), based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the initial Agreement.

2. COMPENSATION:

a. **"Not to Exceed" Compensation.** The compensation payable to Provider for requested services identified in this Agreement shall not exceed \$150,000 per fiscal year for each of the three (3) fiscal years for a total contract amount of \$450,000. At the end of the three (3) year term, City may extend the term of this Agreement for up to two (2) additional one (1) year periods with a not-to-exceed compensation amount of \$150,000 per year by providing advance written notice to Provider and written confirmation by Provider thereof. City reserves the right to not request any services of Provider during the entire duration of this Agreement. Provider shall only be paid for services performed under this Agreement to the extent authorized by the written Task Order approved by the Public Works Director. The City does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when Provider's services are not utilized by City.

b. **Billing.** By the 7th day of each month, Provider shall submit to City an invoice for the total amount of work done during the previous month. The invoice shall identify the services performed, the charges for the services, the personnel who performed the services, the hours worked, hourly rates used, reimbursable expenses and the Public Work's Director's authorized representative, if any. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit "B." Provider shall provide monthly invoices no later than thirty (30) days after the end of each month. City shall have no obligation to pay Provider for services performed more than 90 days prior to the date the City receives the invoice for services. City shall make monthly payments to Provider for services which are performed in accordance with this Agreement and to the satisfaction of City. Extra work must be approved in writing by the Public Works Director prior to performance of work and shall be paid on a **"Time and Material"** basis, as set forth in Exhibit "B".

c. **Provider's Failure to Perform.** In the event Provider performs services which do not comply with the requirements of this Agreement, Provider shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Provider). If Provider's failure to perform in accordance to this Agreement causes damage to City, Provider shall reimburse City for the damaged incurred (which may be charged as an offset to Provider's payment).

3. SERVICES TO BE PERFORMED:

a. 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 preliminary and does not commit City to request Provider to perform all or any tasks included therein.

b. At such time as services are needed by City from Provider, City will discuss with Provider the general parameters of the applicable scope of services. In response, Provider shall deliver to City, no later than ten (10) calendar days after the date of its discussion with City, a **"Preliminary Task Order,"** which shall include a scope of work and cost of proposal for the services needed by City. Provider's proposal shall include a

breakdown of estimated hours and a work schedule. No work shall be performed by Provider until the Preliminary Task Order is accepted in writing by City as evidenced by City's issuance to Provider of a final "Task Order." Consultant shall commence performance and complete all required services no later than the dates set forth in accordance with the approved, final Task Order.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by City. Provider shall submit all requests for extensions of time to City in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

5. STANDARD OF CARE:

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

6. AUTHORIZED REPRESENTATIVES:

a. **City's Authorized Representative.** For the performance of services under this Agreement, Provider shall take direction from the Public Works Director or the City Engineer, unless otherwise designed in writing by the Public Works Director or the City Manager.

b. **Provider's Representative.** Provider understands that, in entering into this Agreement, City has relied upon the representations set forth in Provider's proposal regarding the qualifications of Provider's representatives. Accordingly, Provider shall not utilize any personnel other than those identified in Exhibit "C" without the prior written consent of City. Refer to section 14 of this Agreement regarding sub-providers.

7. 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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from 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.

8. 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 City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

9. NON-DISCRIMINATION:

Consistent with 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, physical disability (including HIV and AIDS), mental disability, medical condition (ex. 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. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

10. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), but only to the extent actually caused by Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the 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. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees. Provider has no obligation to pay any amount that exceeds Provider's finally determined percentage of liability based upon the comparative fault of Provider

b. **Indemnification for Claims for Professional Liability Only:** 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 Indemnities shall expressly survive the expiration or early termination of this Agreement.

11. 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 subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California.

c. 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, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required

minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

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

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

or

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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured 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.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by 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.

12. 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.

13. 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 his or her designee may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

14. 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 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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

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

15. 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.

16. INFORMATION AND OWNERSHIP OF WORK PRODUCTS:

a. City has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional information is required, Provider shall promptly notify City and City will deliver to Provider all requested information in City's possession to the extent permitted by applicable law. Provider shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from City within seven (7) business days from the date of City's final Task Order.

b. All drawings, plans, reports, maps, specifications, calculations, documents and intellectual property developed, prepared or discovered by Provider (including its employees and sub-providers) in connection with this Agreement, whether complete or in progress (collectively "**work product**") are the property of City and shall be delivered to City at the completion of Provider's services or upon demand by City, whichever occurs first; provided that Provider may retain a copy of the work product.

c. City acknowledges that its use of the work product is for the purposes contemplated by the scope of work in this Agreement and each final Task Order and Provider makes no representation regarding the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

d. 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 the prior approval of the City Manager or his/her designee.

e. Provider shall, at such time and in such form as the City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

f. Provider shall correct, at no cost to City, any and all errors, omissions, or ambiguities in the work product submitted to City, provided City gives notice to Provider. If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

17. PROVIDER RECORDS:

a. 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 City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. 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 City or its designees during regular business hours upon reasonable prior notice. 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 five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by 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 City for all reasonable costs and expenses associated with the supplemental examination or audit.

18. 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 City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Robert Vance, Senior Engineer
Ph: (510) 747-7972 / Fax: (510) 769-6030
Email: rvance@alamedaca.gov

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

Bellecci & Associates
2290 Diamond Blvd., Suite 100
Concord, CA 94520
ATTENTION: Frank C. Bellecci
Ph: (925) 685-4569 / Email: frank@bellecci.com

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

City of Alameda
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Engineering Office Assistant
Ph: (510) 747-7932 / Email: jnavarro@alamedaca.gov

19. 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 City within twenty-four (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 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.

20. 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, 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 20.c. shall survive the expiration or early termination of this Agreement.

21. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

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 City.

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 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:

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 City and Provider.

26. 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.

27. 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.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

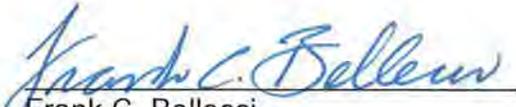
29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement 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.

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

BELLECCI & ASSOCIATES
a California corporation

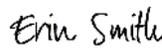
CITY OF ALAMEDA
a municipal corporation


Frank C. Bellecci
President

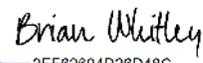
Eric J. Levitt
City Manager


Sharatchadra Bandugula
Secretary

RECOMMENDED FOR APPROVAL

DocuSigned by:

21DC39E8C019480...
Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

2EF62694D26D48C...

Brian Whitley of Best, Best & Krieger
Special Counsel

Exhibit A

SCOPE OF SERVICES

ON-CALL LAND SURVEYOR SERVICES

The City desires to obtain the services of one or more outside organizations to assist with Land Surveyor Services. The scope of work includes, but is not limited to, the following:

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

Indicate which of these services the proposer has the capacity to provide, either with in-house staff, or with a sub-provider named in this proposal.

Projects in past fiscal years have consisted primarily of:

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

Exhibit B

2021 HOURLY RATE SCHEDULE

Bellecci's Schedule of Hourly Fees are shown below. The rates are effective from January 1, 2021 through December 31, 2021. Overtime, or after hours time, will be charged at 135% of the standard hourly rates — however, no overtime or after hours rate will be charged by Bellecci without prior authorization from the client. We implement annual rate increases of 3% on January, 1st each year. The rates as indicated below are not prevailing wage, but include vehicle cost, insurance costs, PC or laptop usage, etc.

Personnel Description	Hourly Rate
Principal	\$240
Project Manager	\$206
Professional Engineer	\$198
Senior Engineer	\$174
Design Engineer / Associate Engineer / Project Engineer	\$156
Assistant Engineer	\$146
Construction Manager	\$206
Resident Engineer	\$174
Senior PW Inspector	\$150
PW Inspector	\$138
Professional Land Surveyor	\$206
Survey Coordinator	\$170
Survey Technician	\$138
Flag Person	\$94
1-Man Field Survey Crew	\$198
2-Man Field Survey Crew	\$278
3-Man Field Survey Crew	\$358
Legal/Expert Witness	\$325
Clerical	\$74

Reimbursable expenses shall include, but are not limited to the following:

In House Printing	Bond	\$0.20 / sf
	Mylar	\$5.00 / sf
Large Format Color Presentation		\$2.50/sf
Color Copies	8.5 x 11"	\$1.00 / ea
Color Copies	11 x 17"	\$1.90 / ea
Other Direct Project Expenses		cost + 10%
Subcontractors		cost + 10%
Outside Printing & Delivery Service		cost + 10%

CONCORD
 2290 Diamond Blvd., Suite 100
 Concord, CA 94520-5744
 Tel. 925 • 685 • 4569

PLEASANTON
 7077 Koll Center Parkway, Suite 210
 Pleasanton, CA 94566-3128
 Tel. 925 • 685 • 4880

Bellecci & Associates

Proposal to the City of Alameda for On-Call Land Surveyor Services

May 27, 2021



Campanile Way • UC Berkeley, CA



May 27, 2021
Mr. Robert Vance, Senior Engineer
City of Alameda
City Hall, Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501

Dear Mr. Vance,

Bellecci & Associates (Bellecci) welcomes this opportunity to share our qualifications with the City of Alameda for On-Call Land Surveyor Services. Bellecci is a leading Concord-based civil engineering, land surveying, and construction management company who has substantial public sector qualifications and has been in business since 1983. Over the past 3 years, Bellecci has been selected 92 times by cities, counties, and other public sector agencies to provide design services, and 38 times for stand-alone survey projects. This does not include the hundreds of public sector design projects that we provided survey support services for on a regular basis.

The name Bellecci may be familiar to Alameda because we were the Project Managers, Civil Engineers, and Land surveyors for the very successful, and multi-year Willie Stargell Avenue & Webster Street Improvement project. As you are aware, Webster Street is also designated as SR 260 and the design and survey work we did on Webster required extensive Caltrans coordination and strong familiarity with their procedures. We also had a fairly active On-Call contract with the Housing Authority for the City of Alameda that became in-active over time after various project managers we knew, and selected Bellecci for task orders, left the agency.

Our local experience for land surveying, and design, is further enhanced from our work on a variety of On-Call and/or stand alone CIP assignments, including 50+ projects for the University of California, Berkeley, recent projects for the City of Berkeley, Piedmont Unified School District, and Alameda County Public Works Agency (ACPWA). It is also worth noting that in support of our On-Call contract with ACPWA, we routinely provide design level land surveying services for some regionally significant active transportation projects - including a major \$17M corridor improvement/complete streets project on E. 14th Street.

This Statement of Qualifications will elaborate on Bellecci's most relevant City land surveying and map checking experience, qualifications of key proposed staff, and discuss our strengths as a consultant and how that will provide value to the City of Alameda. Below is a list of the most compelling reasons why the Bellecci team should be selected:

- 75% of our current key survey staff all worked on the Willie Stargell and Webster Street (SR 260) Improvement Project, as well as several past projects for the Housing Authority of Alameda
- We have substantial local experience as cited above for private and public project/s in the City of Alameda, and CIP work for the Cities of Berkeley, Piedmont Unified School District, and ACPWA
- Bellecci has current On-Call Survey contracts with the Cities of American Canyon, Brentwood, Pinole, Pittsburg, San Mateo, Walnut Creek, College of Marin, the Fremont Unified School District, and UC Berkeley

All of us at Bellecci are excited about this opportunity to provide our survey services again to the City of Alameda. If you would like to arrange an interview, or have any questions about this Statement of Qualifications, please contact me directly at 925 • 685 • 4569 or frank@bellecci.com.

Sincerely,

A handwritten signature in black ink that reads "Frank C. Bellecci". The signature is written in a cursive style.

Frank Bellecci, PE, PLS
Principal in Charge



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Willingness to Comply with the Proposed Agreement Terms

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Bellecci & Associates Survey Crew • Oakland, CA

Main Contact:

Frank Bellecci, PE, PLS (*PiC, President*)
 925 • 685 • 4569
 frank@bellecci.com

Day-to-Day Contact:

Alex Fong, PLS (*Survey Manager*)
 alex@bellecci.com
 925 • 685 • 4569

Capacity:

30+ Employees
 11 Professional Engineers

Offices:

2290 Diamond Blvd., Ste. 100
 Concord, CA 94520
 925 • 685 • 4569

7077 Koll Center Parkway, Ste. 210
 Pleasanton, CA
 925 • 685 • 4885

Alameda CTC:

SLBE# BEL20180827-02

Alameda County:

SLEB# 02-89979

DIR#

1000023993

State of CA:

SBE# 49001

Company Information

Bellecci & Associates Inc. (Bellecci) is a SF Bay Area Professional Engineering & Land Surveying California Corporation with two Bay Area offices & a staff of 30+ professionals. Among Bellecci's key staff are 11 licensed civil engineers, two licensed land surveyors, and three LSIT's. This means a high percentage of our of technical support staff hold professional licenses in their respective discipline/s.

Local Knowledge

A sizable portion of Bellecci's public sector work over the past dozen years has come from providing design, survey, and/or CM projects for the following local clients: the City of Berkeley, the Piedmont Unified School District, and the Alameda County Public Works Agency (ACPWA). Our substantial local experience & track record makes Bellecci an ideal fit for this contract.

Current Public Sector On Call Survey Contracts

- Alameda, Co. Dept. of PW (Civil,Survey)
- Alameda, Co. Dept. of PW (Fed) (Civil,Survey)
- American Canyon, City of (Civil,CM,Survey)
- Brentwood, City of (Civil,Survey)
- Fremont Unified School District (Civil,Survey)
- Martinez, City of (Civil,Survey)
- Millbrae, City of (Civil,Survey, CM)
- Pinole, City of (Civil,Survey, CM)
- Pittsburg, City of (Civil,Survey)
- Marin, College of (Civil,Survey)
- San Mateo, City of (Civil,Survey)
- UC Berkeley (Civil,Survey)
- Walnut Creek, City of (Civil,Survey)

Typical Surveying Services

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

Below is Bellecci's overview, and preliminary Work Plan to provide the City On-Call Land Surveyor Services. We normally customize our work plan and scope of work once a task order has been issued and we understand all of the project goals of our client. Also, staffing resources are constantly changing and we may shift personnel based on availability and suitability for the proposed On-call work. Our field staff all comply with DIR requirements and we are familiar with the reporting requirements and related matters for public sector projects.

Project Type	Key Staff	Title	Sub/s?	Notes
Aerial Mapping & Photogrammetry	Frank Bellecci, PE, PLS	PIC, QA/QC	360 Aerial	Bellecci has provided this service for a past City of Alameda project/s.
	Alex Fong, PLS	Project Manager, QA/QC		
	Sal Bellecci	Drone Pilot, 3D Mapping		
	Daniel Takacs, LSIT	Office Surveyor		
	Amy Yang, LSIT	Office Surveyor*		
	Wenjing Wu, LSIT	Office Surveyor*		
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		
ALTA Survey	Frank Bellecci, PE, PLS	PIC, QA/QC		Bellecci has provided this service for a past City of Alameda project/s.
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Amy Yang, LSIT	Office Surveyor*		
	Wenjing Wu, LSIT	Office Surveyor*		
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		
	As-built Surveys	Frank Bellecci, PE, PLS	PIC, QA/QC	
Alex Fong, PLS		Project Manager, QA/QC		
Daniel Takacs, LSIT		Office Surveyor		
Amy Yang, LSIT		Office Surveyor*		
Wenjing Wu, LSIT		Office Surveyor*		
Jason Bagley		Office Surveyor		
David McMurdo		Chief of Party		
Various		Field Crew (Local 3)		
Boundary Surveys		Frank Bellecci, PE, PLS	PIC, QA/QC	
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Amy Yang, LSIT	Office Surveyor*		
	Wenjing Wu, LSIT	Office Surveyor*		
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		

Project Type	Key Staff	Title	Sub/s?	Notes
Construction Staking	Frank Bellecci, PE, PLS	PIC		Bellecci has provided this service for a past City of Alameda project/s.
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		
Final Map Review	Frank Bellecci, PE, PLS	PIC		Bellecci has provided this service 100+ times for other public clients in Alameda County
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Jason Bagley	Office Surveyor		
Flood Certifications	Frank Bellecci, PE, PLS	PIC, QA/QC		
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Amy Yang, LSIT	Office Surveyor*		* available survey resource
	Wenjing Wu, LSIT	Office Surveyor*		* available survey resource
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		
GPS Surveys	Frank Bellecci, PE, PLS	PIC, QA/QC		Bellecci has provided this service for a past City of Alameda project/s.
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		
LAFCO Mapping/ Description	Frank Bellecci, PE, PLS	PIC, QA/QC		
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		
Leveling Surveys	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		

Project Type	Key Staff	Title	Sub/s?	Notes	
Lot Line Adjustments/Lot Mergers	Frank Bellecci, PE, PLS	PIC, QA/QC			
	Alex Fong, PLS	Project Manager, QA/QC			
	Daniel Takacs, LSIT	Office Surveyor			
	Amy Yang, LSIT	Office Surveyor*		* Available Survey Resource	
	Wenjing Wu, LSIT	Office Surveyor*		* Available Survey Resource	
	Jason Bagley	Office Surveyor			
	David McMurdo	Chief of Party			
	Various	Field Crew (Local 3)			
Pothole of Existing Utilities	Alex Fong, PLS	Project Manager, QA/QC	Bess Test Lab	Bellecci will hire a UUD locating company	
	Daniel Takacs, LSIT	Office Surveyor			
	David McMurdo	Chief of Party			
	Various	Field Crew (Local 3)			
Prepare Legal Descriptions	Frank Bellecci, PE, PLS	PIC, QA/QC		Bellecci has provided this service for a past City of Alameda project/s.	
	Alex Fong, PLS	Project Manager, QA/QC			
	Daniel Takacs, LSIT	Office Surveyor			
Processing with County Records	Frank Bellecci, PE, PLS	PIC, QA/QC		Bellecci has provided this service for a past City of Alameda project/s and 100+ times for other public clients in Alameda County	
	Alex Fong, PLS	Project Manager, QA/QC			
	Daniel Takacs, LSIT	Office Surveyor			
	Amy Yang, LSIT	Office Surveyor*		* Available Survey Resource	
	Wenjing Wu, LSIT	Office Surveyor*		* Available Survey Resource	
	Jason Bagley	Office Surveyor			
	Provision of Title Reports	Frank Bellecci, PE, PLS	PIC, QA/QC		
	Alex Fong, PLS	Project Manager, QA/QC			
Daniel Takacs, LSIT	Office Surveyor				
Amy Yang, LSIT	Office Surveyor*		* Available Survey Resource		
Wenjing Wu, LSIT	Office Surveyor*		* Available Survey Resource		
Jason Bagley	Office Surveyor				
Record of Survey / Corner Records	Frank Bellecci, PE, PLS	PIC, QA/QC		Bellecci has provided this service for a past City of Alameda project/s.	
	Alex Fong, PLS	Project Manager, QA/QC			
	Daniel Takacs, LSIT	Office Surveyor			
	Amy Yang, LSIT	Office Surveyor*		* Available Survey Resource	
	Wenjing Wu, LSIT	Office Surveyor*		* Available Survey Resource	
	Jason Bagley	Office Surveyor			
	David McMurdo	Chief of Party			
	Various	Field Crew (Local 3)			
Research Exist. Utilities / Base Maps	Alex Fong, PLS	Project Mgr., QA/QC		Bellecci has provided this service for a past City of Alameda project/s.	
	Daniel Takacs, LSIT	Office Surveyor			
	Amy Yang, LSIT	Office Surveyor*		* Available Survey Resource	
	Wenjing Wu, LSIT	Office Surveyor*		* Available Survey Resource	
	Jason Bagley	Office Surveyor			

Project Type	Key Staff	Title	Sub/s?	Notes
ROW / Appraisal Mapping	Frank Bellecci, PE, PLS	PIC, QA/QC	TBD	Bellecci has provided this service for a past City of Alameda project/s.
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Amy Yang, LSIT	Office Surveyor*		* Available Survey Resource
	Wenjing Wu, LSIT	Office Surveyor*		* Available Survey Resource
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		
Topographic Design Surveys	Frank Bellecci, PE, PLS	PIC, QA/QC	360 Aerial	Bellecci has provided this service for a past City of Alameda project/s and 50+ times for other public clients in Alameda County
	Alex Fong, PLS	Project Manager, QA/QC		
	Daniel Takacs, LSIT	Office Surveyor		
	Amy Yang, LSIT	Office Surveyor*		* Available Survey Resource
	Wenjing Wu, LSIT	Office Surveyor*		* Available Survey Resource
	Jason Bagley	Office Surveyor		
	David McMurdo	Chief of Party		
	Various	Field Crew (Local 3)		
Primary City Projects				
Topo base mapping*			360 Aerial	
Parcel & Tract Map Review*			NA	
Records of Survey*			NA	
Easement plats & descriptions*			NA	
LLA, Dedications, easements*			NA	
Survey & base map for bikeway*			360/BTL	Need for sub/s depends on City records
Lot mergers*			NA	
Flood gauge locations for lagoon			TBD	
Grant deeds & legal descriptions			NA	

* Bellecci can provide 100% of the services needed for "Primary City Projects" with our own in-house staff.

**Frank Bellecci, PE, PLS***Principal in Charge*

40+ years experience • 38 years with Bellecci
 BSCE: Santa Clara University, Santa Clara, CA
 PE: CA 34335
 PLS: CA 5399

Frank will serve as the Principal in Charge for this project. Frank brings over 30 years of professional survey & civil engineering experience. Frank is a highly respected professional who is the founder & daily leader of Bellecci. He is well respected in the A/E/C Bay Area community for his comprehensive knowledge of civil engineering & land surveying best practices and engagements as a expert witness in a wide range of construction cases. A representative sampling of his relevant work for this contract is shown below.

Project Duties

- President
- Professional Land Surveyor
- Performance evaluation with City
- Address client concerns
- Company procedures & quality control
- Resource for survey & design team

Webster (SR 260)/Willie Stargell • City of Alameda

\$8M

Principal in Charge: for topographic survey, Caltrans ROW closeout, QA/QC survey, legal descriptions/plats, boundary survey, and construction staking.

Walnut Creek City Surveyor On Call Contract • City of Walnut Creek

Principal in Charge: City Surveyor contract for 70+ projects. (2012– present)

Brentwood On Call Survey • City of Brentwood

Principal in Charge: City Surveyor contract (2012–present)

San Leandro City Surveyor On Call • City of San Leandro

Principal in Charge: City Surveyor contract for 150+ projects. (1999–2017)

Livermore Avenue Pedestrian Bridge • City of Livermore

\$1.3M

Principal in Charge: Bellecci provided project management, design & survey services for this 155' long new pedestrian bridge, trail connection, & abutment design for the bridge.

2015-16 Water Main Extension • City of Martinez

\$2.5M+

Principal in Charge: Project that upsized multiple citywide existing water mains & replaced old pipes with new PVC of varying dimensions.

Brentwood Blvd. New Medians • City of Brentwood

\$1.4M

Principal in Charge: Project that designed new median islands & landscape improvements along a length of roadway approximately 2,500 lineal feet in length on this former State Route (4) in eastern Contra Costa County.

Decoto Green Streets LID Project • City of Union City

\$1.4M

Principal in Charge: LID demonstration project. PM for Phase I & Phase II – completed construction in 2016. Stormwater "Rain Gardens", green landscape improvements, new ADA curb ramps, drainage, striping, resident coordination.

**Alex Fong, PLS***Survey/Project Manager*

28 Years Experience • 28 Years with Bellecci

PLS: CA 9252

For more than 28 years, Mr. Fong has been our primary office surveyor for coordinating the field survey crews, preparing topographic surveys, calculating staking points, developing Caltrans ABC surveys, performing earthwork calculations, and preparation of plats and legal descriptions. Alex and his survey crew also have extensive pavement experience gained from dozens of pavement rehab & ADA curb ramp improvement projects for Cities, Counties, and two University of California campuses.

Webster (SR 260)/Willie Stargell • City of Alameda

\$8M

Survey Manager: for topographic survey, Caltrans ROW closeout, QA/QC survey, legal descriptions/plats, boundary survey, and construction staking.

Walnut Creek City Surveyor On Call Contract • City of Walnut Creek

Survey Manager: Oversaw various on-call survey projects, including topographic surveys and establish public ROW and other survey tasks as requested by the City.

UC Berkeley On-Call Surveys • UC Berkeley

Survey Manager: Bellecci first began working with UCB while designing utilities for the iconic California Memorial Stadium major renovation (\$300M+) project in 2006. That led to Bellecci's continuous 15+ year On-call contract with the flagship UC campus. In that time we have been tasked with 55+ design projects, and nearly 20 stand-alone survey jobs. Of note, we also have provided design level surveying on many of our design CIP projects.

Brentwood Surveyor On-Call Contract • City of Brentwood

Survey Manager: Performed various field work and gathered data using the latest Trimble instruments, and other equipment, to produce corner records, construction staking, legal descriptions and plats, parcel mergers, and topographic surveys.

Belmont Pavement Rehab • City of Belmont

Survey Manager: Federally funded pavement and utility improvement project. The project reconstructed portions of Notre Dame Avenue and Cipriani Boulevard. Scope of work included creating one bid package for the road reconstruction project and a second bid package for the sewer and storm drain work. This project received a 2016 award from the APWA Silicon Valley Chapter. (Sustain/ Green \$2M-\$5M)

2017 Pave. Maintenance (Design & CM) • City of Hercules

Survey Manager: Led topo and field surveying topo for this pavement maintenance project. The repairs include asphalt concrete base repairs, crack sealing, slurry seal surfacing, striping removal and replacement est. to take 40 days to complete.

E. 14th St. Streetscape Ph. II • Ala. Co. Public Works

Survey Manager: Led topo and field surveying to widen sidewalks, enhanced crosswalks, bulb-outs, and undergrounding of all utilities. Also included are street tree plantings, improved medians, decorative pavers, and decorative streetlights. He created the topographic map for this project.

Solano Way Pavement Repair • City of Concord

Survey Manager: Led topo and field surveying to remove & replace asphalt, concrete pavement, construct ADA ramps, installation of storm drain pipe and inlets, and bikeway striping.

Project Duties

- Schedule/ Direct Survey Field Crew
- Locate Survey Control
- Prepare CAD Base Maps
- QA/ QC Procedures with Field Crew
- Resolve Field Survey Data
- Coordination with Design Team
- Topographic Surveys

**Daniel Takacs, LSIT****Survey Technician**

4.5 Years Experience • 4.5 Years with Bellecci*

BA: California State University, Chico

Daniel is a graduate of California State University, Chico who studied geography and took coursework in remote sensing, field techniques, water resource policy and planning, and AutoCAD. His typical survey projects include creation of Topographic Surveys, Legal Descriptions, Plat Maps, Easement Maps, & updates of Final Maps for private development projects. He is proficient in the latest version of AutoCAD & has experience using ArcMap for GIS surveying projects, as well as Adobe Illustrator & Photoshop. Daniel has proven himself to be a dependable surveyor & is a quick learner.

Project Duties

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

King School Park Play Area Topographic Survey • City of Berkeley

Survey Technician: for the Landscape Architect prime, to download field survey data and import it into AutoCAD18 to create the topographic survey map for this City park improvement project.

Vandengate Subdivision • Discovery Builders

Survey Technician: for this project to provide sewer capacity calculations for a 43 lot single family detached home project in Vacaville, CA based on Chapter 6 of City of Vacaville, Sanitary Sewer Design Standards DS-SEC 06-REV: 13 Feb. 2007. He updated the 100 scale exhibit in AutoCAD 18 & created the Final Map based on feedback received from the City.

Villa De La Vista Subdivision • Discovery Builders

Survey Technician: for this project to provide civil engineering & land surveying services for Discovery Builders, Inc. ("CLIENT"). The project is to prepare plot plans for 12 single family lots located in Concord, CA. Daniel worked on the Plat map at a scale of 1"=20', that depicted the house siting, setbacks, lot areas, mainline utilities, service laterals, fire hydrants, street lights, joint trench utility boxes, easements, driveway locations, side/ rear yard slopes, & retaining walls. He also provided a legal description, & made updates to a Contra Costa Water District Easement to show project features within the correct easement.

CA Dept of Water Resources (DWR) - CVFPB Levee Parcelization Project *

CAD & GIS Technician: for this levee Parcelization project as a subconsultant to the Prime firm (Psomas). He provided office work to support the prime consultant. The work included research of maps, documents, AutoCAD work, misc. calculations, creation of a linked spreadsheet, & the imputing of completed work into a GIS file for final submittal to the California Department of Water Resources

UC Berkeley - North Field Athletic Building Topographic Survey • UC Berkeley

Survey Technician: for project to perform a Topographic Survey of areas around the future UCB ASRB site (North Field) on the campus of the University of Berkeley. He will compile the field survey data and info provided by the UG utility locating consultant to create points and feature lines utilizing standard ACAD layer, linetype and mapping conventions.

City of Santa Clara Citywide ADA Topographic Survey • City of Santa Clara

Survey Technician: For this high profile project around the 49ers stadium to design removal of barriers to accessibility in the public right-of-way. The work includes concrete sidewalks, curb ramps, driveways, asphalt repairs, pedestrian street crossings, parking lots, landscape areas, rail crossings, traffic signals, and other miscellaneous barriers. He will compile the field survey to create points and feature lines utilizing standard ACAD layer, linetype and mapping conventions.

* Includes experience with an affiliated company prior to joining Bellecci

Jason Bagley
Survey Technician
 10 Years Experience

Photograph not yet available.

Mr. Bagley is an experienced office surveyor who is familiar with a variety of different surveying software and field equipment including, Trimble and Topcon, and he is proficient with AutoCAD. He has more than a decade of experience utilizing estimation and take off software including Bluebeam, AGTEK, and MS Office. His background includes recent work as a Survey Manager, and he also has survey field experience, which is an ideal background for his role on this contract.

Fairview Waterline CIP # 592-59202 • City of Brentwood

Survey Technician: to perform construction staking for the City's Water Project, a \$6M+ construction project. Our survey scope of work included establishing the horizontal and vertical control verification, plan and set site control for construction of the water improvements, and staking approx.. 300 L.F. of 10" and 12" waterline with 10' offset stakes along mainline with valves and tee's with cut/fill to invert elevation.

Bechtel Engineering Center Renovation and Addition (12803A) Topo Survey • UC Berkeley

Survey Technician: to perform create a topographic map at a scale of 1"=20' with 1 foot contour intervals including the features described below. The limits of work are within the roof terrace and levels of the Bechtel engineering center area and including the face of buildings and finished floor elevations of the entryways of the adjacent buildings being McLaughlin Hall on the West, Evans Hall to the South, the Hearst building to the East as well as the Davis Hall to the North. The topographic survey will include sufficient ground shots to create one foot contours with spot elevations and will include the existing improvements and existing visible above ground utilities within the limit of work will be located, access ways, pathways, the top and bottom elevation of staircases, walls, benches, utilities, entryways, building corners and the courtyard area. Topographic survey will be limited to the closest face of buildings or significant structures at the base grade level within the shaded area. Our field survey crew will measure the depth of Storm and Sewer utilities and provide inverts with pipe sizes and direction. The final topographic site plan will be provided in ACAD, along with PDF copies.

Project Duties

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

ADA in the ROW Improvements – Design Level Topo Survey • City of Santa Clara

Survey Technician: to perform create a topographic map/s for this multi-year, approx. \$8M project to construct ADA path of travel improvements that meet current requirements. The office survey work will import field data from various driveways, top of curb, back of curb & walk around light poles, AC measurements in the street for future refuge islands, railway / concrete shots of the light rail facilities that passes through the project limits, and approaches to bus stops and paths serving the business and other visitors to Levi's Stadium and surround destinations.

**Dave McMurdo***Chief of Party*

25+ Years Experience • 25+ Years with Bellecci

David first started with Bellecci over 25 years ago as a field surveyor and ascended to the position of Party Chief with Engineers and Operators Local 3. Over the past two decades, he has surveyed in extremely diverse locations including waist deep bodies of water, on active railways, in marinas, along State Routes, in downtown shopping districts, at major universities and K-12 campuses, military bases, and in locations with pollutant or contaminant sources. David's role will be to assist the Survey Manager and PLS by collecting field data such as visible utilities, back of curb, location of structures, monuments, and elevations needed to create the topographic and other field surveying tasks. David also is a long-time local resident who has a strong familiarity with the City of Walnut Creek.

Project Duties

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

Webster (SR 260)/Willie Stargell • City of Alameda

\$8M

Chief of Party: for topographic survey, Caltrans ROW closeout, QA/QC survey, legal descriptions/plats, boundary survey, and construction staking.

Walnut Creek City Surveyor On-Call Contract • City of Walnut Creek

Chief of Party: Has provided various field work and gathered data using the latest Trimble instruments, and other equipment, to produce design level topographic surveys and establish public ROW and other crucial information for design and/or as requested by the City.

Brentwood Surveyor On-Call Contract • City of Brentwood

Chief of Party: Performed various field work and gathered data using the latest Trimble instruments, and other equipment, to produce corner records, construction staking, legal descriptions and plats, parcel mergers, and topographic surveys.

San Leandro City Surveyor On-Call • City of San Leandro

Chief of Party: Performed various field work and gathered data using the latest Trimble instruments, and other equipment, to produce topographic surveys, legal descriptions, ALTA surveys, boundary surveys, construction staking, FEMA certificates, and monuments.

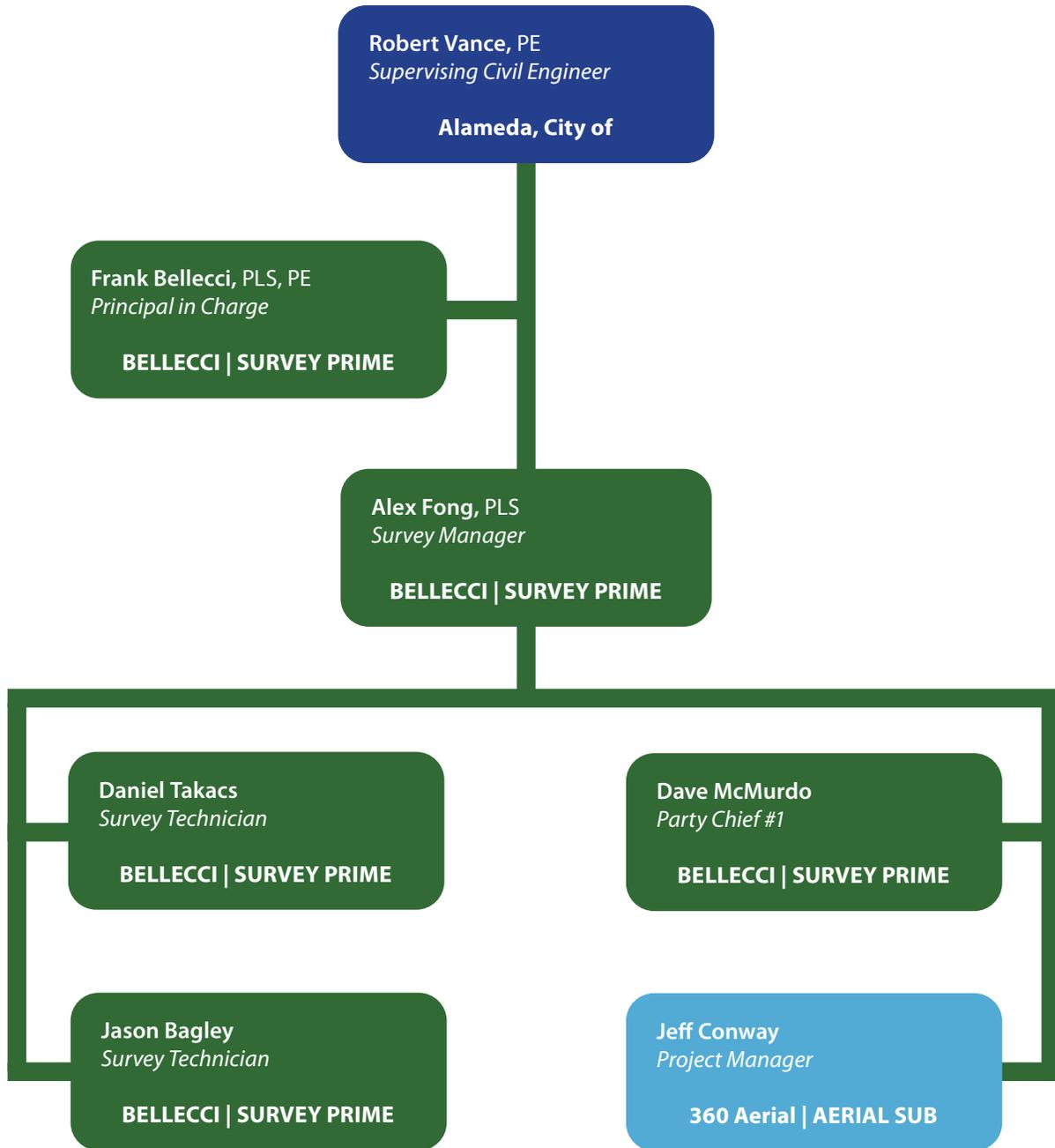
City of Santa Clara Citywide ADA Topographic Survey • City of Santa Clara

Chief of Party: For this high profile project around the 49ers stadium to design removal of barriers to accessibility in the public right-of-way. The work includes concrete sidewalks, curb ramps, driveways, asphalt repairs, pedestrian street crossings, parking lots, landscape areas, rail crossings, traffic signals, and other miscellaneous barriers. He will compile the field survey to create points and feature lines utilizing standard ACAD layer, linetype and mapping conventions.

2016-17 Citywide Annual Waterline Replacement • City of Sunnyvale

Chief of Party: Performed various field work and gathered data using the latest Trimble instruments, and other equipment, to collect measurements for water meters and water valves and top of water valve unit, sewer lateral location at the top of curb, gas valves and street water valves, FH's, FDC's and backflows, storm drain manholes/inlets (with rim and inverts) sewer manholes in the street (with rim and inverts), and dry utility manholes.

Exhibit C
ORGANIZATION CHART



Scope of Services

Because this RFP is for TBD on-call services, the description below is for a typical City topographic survey project. Once a task order has been issued, we'll provide a project specific/custom scope of work to the City.

Understanding

Bellecci & Associates, Inc (BAI) has the experience and understanding of what to expect, and how to successfully develop design level topographic surveys for City CIP projects has been built up over the past 38+ years. One common issue is each project will have unique planning challenges. As has been stated previously, Bellecci has successful topographic survey and design experience from past City of Alameda projects.

BAI will provide the following survey services to the City to complete topographic survey services accompanied by a Record of survey, associated legal descriptions and underground utility locator services at the proposed City project located in Alameda, CA. Below is a description of our "typical" proposed scope of professional services.

Approach to the Project (typical)

BAI proposes to perform an aerial topographic survey at a scale of 1"=20' along with a scaled color ortho photo with our subcontractor 360 Aerial Surveys. The aerial will have a contour interval of one foot. The aerial will be combined with a supplemental terrestrial ground topography and boundary survey of the three parcels described within the project RFP. These tasks will be performed by a Bellecci 2-man field crew utilizing:

- 1x Trimble SX10 Scanner
- 2x Trimble R10 GNSS GPS Receivers w/ TDL 450H 35W radio
- 2x Trimble 5700 GPS Receivers
- 1x Trimble S7 Robotic Total Station
- 2x Trimble S6 Robotic Total Stations, one with DR Plus Vision capabilities
- 1x Trimble Dini Digital Level (0.7mm)
- Real-time GPS network subscription
- 1x Trimble TSC3 data Collection System w/ Trimble Access
- 1x Trimble TSC2 Data Collection System & 3 TSC1 Data collectors
- Trimble Business Center Software
- AutoCAD Land Development Desktop 2018 Suite Software
- Traverse PC Office Software
- 3 Survey Trucks (Fully equipped for 2-man crews)
- Cannon iPF760 image PROGRAF Color Plotter
- New KIP 7170 Digital Plotter with 600 x 2400 dpi resolution
- High Resolution Color Scanner

Field Topography, Boundary & Utilities

The field crew will establish site control, horizontal and vertical, with Trimble R10 GPS equipment supported by a subscribed GPS/GNSS network operated by California Survey & Drafting Supply. The GPS control will be tied to the monument control shown on PM 4102 (123 PM 22). BAI will set eleven (11) aerial targets and establish control coordinates and elevation on each target. The client will provide the Consultant with Preliminary Title Guarantee including all easements of record. BAI will tie sufficient boundary monumentation to resolve the boundaries of the three (3) parcels or properties cited within the project RFP. The survey field crew will perform a supplemental topographic survey to locate trees over 12" in diameter and tie visible utilities to be a part of the ALTA and features not shown on the aerial topographic survey. BAI will have their underground utility locator subcontractor perform location services to be included within the final topographic mapping plot, and the ALTA plat. Boundary monumentation of industry standard will be set along at least one line.

CAD Drafting

Bellecci will prepare a composite digital drawing containing the project boundary, locatable easements of record, aerial topographic mapping, supplemental field topographic mapping, and surface & underground utility mapping. These will be shown as a part of an ALTA survey Plat and also the site boundary and easements will be shown as part of a record of survey to be processed and recorded with the Alameda County Recorder. The two deliverables will be provided in for the Clients records in both a hard copy and a scanned PDF file. All agency fees are the responsibility of the Client.

Assumptions

The City will provide the consultant a copy of a preliminary title commitment guarantee for each of the needed parcel/s. The City shall also provide full scale copy of relevant plans and all utility plans in their possession showing the site location. The City will provide access assistance for all locked gates and assign a point of contact person.

Deliverables

- One reproducible copy of the ALTA survey and professional land surveyor wet stamp.
- One copy of Record of Survey with Professional stamp
- 2018 AutoCAD Civil 3D drawing on CD

ALAMEDA PROJECT HISTORY



Willie Stargell Ave. & Webster St. (SR 260) • Alameda, CA

Below is a summary list of the experience Bellecci and some of our key subconsultants have working with the City of Alameda on relevant infrastructure projects.

Projects: Alameda, City of

- Webster Street (SR 260) / Willie Stargell Avenue
- Coast Guard Service
- Wagner Lot Line Adjustment
- Mariner Square Loop
- Webster Entry Monument
- Tinker Avenue
- Park Street Streetscape*
- Tinker Bike Path
- Housing Authority, City of Alameda
- 2012 Pavement / Parking Lot Improvements
- Brush Street Parking Lot
- Independence Plaza Parking Lot

Other projects in Alameda

- College of Alameda – New Access Road
- In-N-Out Burger site improvements – Catellus (site plan review)
- Alameda parcel merger – Catellus
- Alameda legal description – Catellus
- Alameda Remnant Parcel – Catellus (civil/survey)
- Blanding Avenue Building* – green parking lot (civil/survey)
- Coastline Christian School* (civil/survey)
- Alameda Naval Base* (multiple) (well monitoring survey) – CB&I/SHAW
- Hyatt Place new hotel – Private (civil/survey)
- Encinal Terminals planning – Private (civil / survey)
- Harbor Bay RV & Storage ALTA - Maitland Dr.
- Marina Cove Subdivision – Private (Civil/survey)
- Harbor Bay Parking Lot – Alameda Co GSA (Civil/survey)

* Bellecci was a subconsultant

Projects from the Past Two Years

Client	Description	Service	Location
ALAMEDA COUNTY (ACPWA)	ATP FUNDING SITE WALK	ENGINEERING	ALAMEDA COUNTY
ALAMEDA COUNTY PUBLIC WORKS (ACPWA)	POTHOLING FOR STANTON/MIRAMAR	ENGINEERING	ALAMEDA
ALAMEDA COUNTY (GSA)	HARBOR BAY PARKING LOT	ENGINEERING	ALAMEDA COUNTY
AECOM	HIGHWAY 1/MANOR DRIVE	SURVEY	PACIFICA
BERKELEY, CITY OF	EVACUATION ROUTES	ENGINEERING	BERKELEY
BURLINGAME, CITY OF	MILLS CANYON	CM	BURLINGAME
BURLINGAME, CITY OF	2017 CITYWIDE SS POINT	CM	BURLINGAME
BURLINGAME, CITY OF	EASTON DRIVE DRAINAGE	CM	BURLINGAME
BURLINGAME, CITY OF	EASTON ADDITION - PHASE III & IV	CM	BURLINGAME
CAMPBELL, CITY OF	E. CAMPBELL AVE. PLAN LINE	ENGINEERING	CAMPBELL
HERCULES, CITY OF	2020 PAVEMENT REPAIR	ENGINEERING	HERCULES
HERCULES, CITY OF	2019 PAVEMENT REPAIR	CM	HERCULES
HERCULES, CITY OF	PALM/ WILLOW SIDEWALK	ENGINEERING	HERCULES
LAS GALLINAS VALLEY SANITARY DISTRICT	KAISER PLAN REVIEW & INSPECTION	CM	SAN RAFAEL
LAS GALLINAS VALLEY SANITARY DISTRICT	MARINWOOD TRUNK SEWER	CM	SAN RAFAEL
LAS GALLINAS VALLEY SANITARY DISTRICT	OLD REDWOOD HWY/ OAKMONT	CM	SAN RAFAEL
LAS GALLINAS VALLEY SANITARY DISTRICT	SEWER MAIN REHAB 2018	CM	SAN RAFAEL
LOS ALTOS, CITY OF	2019 SEWER PROJECT	ENGINEERING	LOS ALTOS
LOS ALTOS, CITY OF	INSP. FOR COMMUNITY CENTER	CM	LOS ALTOS
LOS ALTOS, CITY OF	EDITH/SAN ANTONIO INTERSECTION	ENGINEERING	LOS ALTOS
LOS ALTOS, CITY OF	STAFF AUGMENTATION	ENGINEERING	LOS ALTOS
LOS ALTOS, CITY OF	WINDIMER STORM DRAIN DITCH	CM	LOS ALTOS
LOS ALTOS, CITY OF	SOUTH SEWER REPLACEMENT	CM	LOS ALTOS
LOS ALTOS, CITY OF	FREMONT AVE PAVEMENT REHAB	ENGINEERING	LOS ALTOS
MILLBRAE, CITY OF	2020 PAVEMENT REPAIR	ENGINEERING	MILLBRAE
MILLBRAE, CITY OF	2019 PAVEMENT MAINTENANCE REHABILITATION	CM	MILLBRAE
MILLBRAE, CITY OF	2018 STREET MAINTENANCE PROJECT	ENGINEERING	MILLBRAE
MILLBRAE, CITY OF	ANTON LOT LINE ADJUSTMENT	SURVEY	MILLBRAE
MILLBRAE, CITY OF	DUMONT EASEMENT	SURVEY	MILLBRAE
MILLBRAE, CITY OF	BROADWAY WATERLINE REPLACEMENT	ENGINEERING	MILLBRAE
MILLBRAE, CITY OF	LOMITA LOT LINE	SURVEY	MILLBRAE
MILLBRAE, CITY OF	TAYLOR IMPROVEMENTS	ENGINEERING	MILLBRAE
MILLBRAE, CITY OF	HILLCREST SEWER	CM	MILLBRAE
MILLBRAE, CITY OF	OLD BAYSHORE & ROLLINS RD	CM	MILLBRAE

RECENT CIP PROJECTS Exhibit C

Client	Description	Service	Location
MILLBRAE, CITY OF	SKYLINE SLIDE REPAIR	ENGINEERING	MILLBRAE
MILLBRAE, CITY OF	MAGNOLIA AVE MONUMENT CHECK	SURVEY	MILLBRAE
MILLBRAE, CITY OF	30 ARROYO SECO STORM DRAIN	ENGINEERING	MILLBRAE
MTC	PTAP-20 TOWN OF COLMA	ENGINEERING	COLMA
OAKLEY, CITY OF	EAST CYPRESS ROAD	ENGINEERING	OAKLEY
ORA LOMA SANITARY DISTRICT	E. 14TH STREET SEWER IMPROVMENTS	ENGINEERING	SAN LORENZO
PERALTA COLLEGE DISTRICT	LANEY COLLEGE PAVEMENT REHAB	ENGINEERING	OAKLAND
PITTSBURG, CITY OF	ST-7 RANGE ROAD SIDEWALK	ENGINEERING	PITTSBURG
SAN BRUNO CITY OF	PEDESTRIAN IMPROVEMENTS	ENGINEERING	SAN BRUNO
SAN BRUNO CITY OF	DESIGN OF AVENUES 3-1	ENGINEERING	SAN BRUNO
SAN BRUNO CITY OF	JUNIPERO SERRA	SURVEY	SAN BRUNO
SAN CARLOS, CITY OF	TRAFFIC CALMING	ENGINEERING	SAN CARLOS
SAN CARLOS, CITY OF	ROW 1992 SAN CARLOS AVE.	SURVEY	SAN CARLOS
SAN CARLOS, CITY OF	2020 PAVEMENT REHABILITATION	ENGINEERING	SAN CARLOS
SAN CARLOS, CITY OF	2019 PAVEMENT REHABILITATION	ENGINEERING	SAN CARLOS
SAN CARLOS, CITY OF	2020 ANNUAL STORM DRAIN	ENGINEERING	SAN CARLOS
SAN CARLOS, CITY OF	2019 SEWER REHABILITATION	CM	SAN CARLOS
SAN CARLOS, CITY OF	7 WINDING WAY GUARDRAIL	ENGINEERING	SAN CARLOS
SAN JOSE, CITY OF (DOT)	MABURY SERVICE YARD PAVEMENT	ENGINEERING	SAN JOSE
SAN MATEO, CITY OF	5 INTERSECTIONS	SURVEY	SAN MATEO
SAN MATEO, CITY OF	5TH & 9TH DELAWARE	SURVEY	SAN MATEO
SAN MATEO, CITY OF	GRAMERCY DRIVE RETAINING WALL	ENGINEERING	SAN MATEO
SAN MATEO, CITY OF	DEANZA BLVD TOPO	SURVEY	SAN MATEO
SILICON VALLEY POWER	LOYALTON DEMO	ENGINEERING	LOYALTON
SUNNYVALE, CITY OF	WATERLINE REPLACEMENT 2019	ENGINEERING	SUNNYVALE
SUNNYVALE, CITY OF	FIRE HYDRANT SURVEY & PLAT	SURVEY	SUNNYVALE
SUNNYVALE, CITY OF	WATER LINE TOPO	SURVEY	SUNNYVALE
UC BERKELEY	CRP20 ROAD RENEWAL	ENGINEERING	BERKELEY
UC BERKELEY	SUBSTATION 4 SUBDRAIN	ENGINEERING	BERKELEY
UC BERKELEY	HEARST GYM ADA PARKING	ENGINEERING	BERKELEY
UC BERKELEY	TOLMAN HALL PGA DESIGN TOPO	SURVEY	BERKELEY
UC BERKELEY	TOLMAN HALL WALLS	SURVEY	BERKELEY
UC BERKELEY	UNIVERSITY HALL PARKING LOT PAVEMENT	ENGINEERING	BERKELEY
WALNUT CREEK, CITY OF	BROADWAY & PINE ROW	SURVEY	WALNUT CREEK
WALNUT CREEK, CITY OF	SUBDIVISION 9472	SURVEY	WALNUT CREEK



Civic Park • Walnut Creek, CA

Client Reference:

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

Client Reference:

City of Walnut Creek
Carlton Thompson, Senior Engineer
925 • 943 • 5839

Client Reference:

Alameda County Public Works Agency (ACPWA)
Amber Lo, PE
Supervising Civil Eng.
External: (510) 670-5485
amberl@acpwa.org

WEBSTER ST. (SR 260) / WILLIE STARGELL AVE.


Bellecci provided civil/survey services for PS&E and PSR/PR for \$8 million improvements to an intersection on Webster Street (SR 260). Improvements included 3 signalized intersections, State Route off ramp, roadway widening, regrading Webster Tubes exit, overhead freeway signage, Class 1 bikeway, landscape monuments, pedestrian signal, and concrete median barrier. We provided topo, Caltrans ROW closeout, QA/QC survey, and boundary.

Survey Services Provided

- Caltrans ROW Closeout
- Legal Descriptions/Plats
- Boundary
- Topo Field Survey
- GPS
- Const. Staking
- Base Mapping
- Monument Conserv.

Fee: \$8M

Schedule: Completed Oct. 2010

Client Reference:

City of Alameda
 Debbie Potter, Community Dev. Director
 510 • 747 • 4305

WALNUT CREEK ON-CALL CITY SURVEYOR


Bellecci has been providing City Surveyor and other misc. design and plan review services to the City of Walnut Creek since the end of 2010. During this time, Bellecci has been hired to provide our surveying and/or design services on 75+ projects for the City – including multiple tentative and final map checks, ROW surveys, topographic surveys, design, and various On-Call projects.

Fee: Various

Schedule: (On Going 2011 – Present)

Client Reference:

City of Walnut Creek
 Carlton Thompson, Senior Engineer
 925 • 943 • 5839

VARIOUS ON-CALL SURVEYING PROJECTS: UNIVERSITY OF CALIFORNIA, BERKELEY**Campanile Way • UC Berkeley, CA****Representative Projects (2011 – 2021)**

Date	Project
2021	NFAB Topographic Survey
2020	Richmond Library Survey
2020	Hesse-O'Brien Topographic Survey
2020	SCRA Pool Deck Topographic Survey
2020	Sproul Hall Ramp Survey
2020	1921 Walnut Street Alta Survey
2020	Stern Hall Topo Survey
2020	Moffitt Library Topographic Survey
2019	Tolman Hall Design Topographic Survey
2017	NRLF Phase IV Survey

Bellecci first began working with UCB while designing utilities for the iconic California Memorial Stadium major renovation (\$300M+) project in 2006. That led to Bellecci's continuous 15+ year On-call contract with the flagship UC campus. In that time we have been tasked with 55+ design projects, and nearly 20 stand-alone surveying jobs. Of note, we also have provided design level surveying on many of our design CIP projects.

Client Reference:

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

ON-CALL CITY SURVEYOR

Bellecci first started working on private projects in the City in the 1980's & started working on projects for the City in 1995. Our most recent On-Call survey contract has been renewed several times since 2012 – including in 2019. Our scope of work has included surveying services for 29 projects such as corner records, construction staking, legal descriptions and plats, parcel mergers, and topographic surveys.

Fee: Various

Schedule: (On Going 2012 – Present)

Client Reference:

City of Brentwood
James Campero, Senior Associate
925 • 516 • 5420

ON-CALL SURVEY/CIVIL CONTRACT

The City of San Mateo is another one of Bellecci's long time clients who we have been working with, off and on, since 2003. We have had various On-Call survey and/or design contracts with the City, and also been selected for stand alone CIP projects won, via open RFPs. Currently we have an On-call with the city for both civil design and land surveying, which has been renewed several times. Our most recent survey projects have included topographic surveys for:

- De Anza Blvd. at WB92 Off-Ramp Survey
- South Delaware St. & 5TH Ave. | South Delaware & 9th
- No. Claremont St. & E. Poplar Ave.
- No. Humboldt St. & Indians Ave.
- No. Fremont St. & E. Santa Inez Ave.
- No. El Dorado St. & E. Santa Inez Ave.
- No. El Dorado St. & Monte Diable Ave.

Fee: Various

Schedule: (On Going 2012 – Present)

Client Reference:

City of San Mateo
Jimmy H. Vo, Project Manager
650 • 522 • 7319

CITYWIDE NON-POTABLE WATER DISTRIBUTION SYSTEM (PUMP STATION) STAKING #2, 3, &4 (CIP NO.592-59202)


Bellecci was selected, via our on-call survey contract, to perform construction staking for the City's Water Project CIP # 592-59202 – a \$6M+ construction project. Our survey scope of work included establishing the horizontal and vertical control verification, plan and set site control for construction of the water improvements, and staking approx 300 L.F. of 10" and 12" waterline with 10' offset stakes along mainline with valves and tee's with cut/fill to invert elevation. Because this is a prevailing wage project, Bellecci completed the required State of CA DIR paperwork.

Fee: \$4,890 Est.

Schedule: Spring 2021

Client Reference:

City of Brentwood
 David Bryan, Project Manager
 925 • 516 • 5420

ON-CALL CITY SURVEYOR SERVICES


Bellecci has been providing City Surveyor On-Call services to the City of San Leandro since 1999. Over the past 16 years, we have completed approximately 150 projects for the City - with 95% being for survey projects. Map/Plan checks have been the survey service we provided the most to the City — with Bellecci completing close to 50 different projects so far. Frank Bellecci was the City Surveyor, a position he held onto between 1999–2017.

Survey Services Provided

- ROS
- Staking
- Lot Line Adjustments
- Topo Survey
- Legal/Plats
- City Surveyor
- ALTA
- Map/Plan Checks
- Parcel Maps
- Boundary

Fee: Various (150+ projects 1999–2017)

Schedule: 1999–2017

Client Reference:

City of San Leandro
 Nicole Noronha Castelino, PE
 510 • 577 • 3429 x 835

Response Time

Bellecci has organized our entire company around being able to respond quickly to the needs of On-Call agreements. We believe this is one of the leading reasons why our firm has 25+ current municipal clients who utilize us to perform On-Call work — often with very little advanced notice.

On-Call projects frequently need to be delivered by Consultant within 24 – 48 hours after initial contact by the Client. This shorter project duration makes On-Call projects very different than conventional projects. Bellecci's typical office turn-around time for survey services is 16 business hours. For construction staking it is 24 hours from notice to proceed and 8 – 16 work hours for other survey requests.

Availability

We have the ability to run up to four survey crews supported by work trucks & state of the art equipment. We request advance notice of 48 hours but will respond & mobilize our crew with a minimum of 24 hours notice. Our crew is available to work overtime & weekends as needed.

Reliability

One of the keys to providing reliable service is having dependable personnel who have longevity with the company. Bellecci continues to provide very reliable service largely because we have very low turn over. Two of our Professional Land Surveyors have worked for Bellecci for over 25 years.

Survey Equipment

- 1x Trimble SX10 Scanner
- 2x Trimble R10 GNSS GPS Receivers w/ TDL 450H 35W radio
- 2x Trimble 5700 GPS Receivers
- 1x Trimble S7 Robotic Total Station
- 2x Trimble S6 Robotic Total Stations, one with DR Plus Vision capabilities
- 1x Trimble Dini Digital Level (0.7mm)
- Real-time GPS network subscription
- 1x Trimble TSC3 data Collection System w/ Trimble Access
- 1x Trimble TSC2 Data Collection System & 3 TSC1 Data collectors
- Trimble Business Center Software
- AutoCAD Land Development Desktop 2018 Suite Software
- Traverse PC Office Software
- 3 Survey Trucks (Fully equipped for 2-man crews)
- Cannon iPF760 image PROGRAF Color Plotter
- New KIP 7170 Digital Plotter with 600 x 2400 dpi resolution
- High Resolution Color Scanner

Location Of Survey Staff & Office

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

2290 Diamond Blvd., Ste. 100 Concord, CA 94520

Tel: 925 • 685 • 4569

WILLINGNESS TO COMPLY WITH THE PROPOSED TERMS

Contract and Insurance Requirements

We have seen the contract and insurance provided in the City's 2021 On-Call Land Surveying RFQ and have submitted a copy to our insurance provider. Below are our recommended changes to the agreement.

1. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, ~~and employees and volunteers~~ ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), **but only to the extent actually caused by** arising from or in ~~any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement.~~ If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the 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. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees. **Provider has no obligation to pay for any of the Indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Provider's finally determined percentage of liability based upon the comparative fault of Provider.**

Policy # 84SBWBG8122



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of Section F - **OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

BUSINESS LIABILITY COVERAGE FORM

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section

F. Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

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E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

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

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

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

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

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6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an

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additional insured. When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

If all 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.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 57WEGAD4C78

Endorsement Number:

Effective Date: 07/01/2021

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

Named Insured and Address: Bellecci & Associates, Inc
2290 Diamond Blvd, Suite 100
Concord, CA 94520

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION ANDEMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.

5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
 13. bodily injury sustained by any member of the flying crew of any aircraft.
 14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury
by Accident** \$500,000 Each Accident

**Bodily Injury
by Disease** \$500,000 Policy Limit

**Bodily Injury
by Disease** \$500,000 Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

CA

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

Countersigned by

A handwritten signature in black ink, appearing to be 'C. J. P.', written over a horizontal line.

Authorized Representative