# **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025 ("Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation ("the City"), and ALIQUOT ASSOCIATES, INC., a California corporation whose address is 255 THIRD STREET, OAKLAND, CALIFORNIA 94607 ("Provider" or "Contractor"), in reference to the following facts and circumstances:

# RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: on-call Civil Engineering services. City staff issued an RFP/RFQ on March 17, 2025 and after a submittal period of 22 days received 12 of timely submitted proposals. Staff reviewed the proposals and selected the service provider that best meets the City's needs.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.

E. The City and Provider desire to enter into an agreement for on-call Civil Engineering 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. <u>TERM</u>:

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

# 2. <u>SERVICES TO BE PERFORMED</u>:

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 <u>Exhibit A</u> as requested. Provider acknowledges that the work plan included in <u>Exhibit A</u> is tentative and does not commit the City to request Provider to perform all tasks included therein.

# 3. <u>COMPENSATION TO PROVIDER</u>:

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

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

# 4. <u>TIME IS OF THE ESSENCE</u>:

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

# 5. <u>STANDARD OF CARE</u>:

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

# 6. <u>INDEPENDENT PARTIES</u>:

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

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

# 7. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

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

# 8. <u>NON-DISCRIMINATION</u>:

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

# 9. <u>HOLD HARMLESS</u>:

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

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

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

d.

## 10. <u>INSURANCE</u>:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

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

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

**Provider Initials** 

# b. <u>COVERAGE REQUIREMENTS</u>:

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

(1) <u>Workers' Compensation</u>:

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

(2) <u>Liability</u>:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) <u>Automotive:</u>

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

Bodily injury: Property Damage:	\$1,000,000 each occurrence \$1,000,000 each occurrence
or	
Combined Single Limit:	\$2,000,000 each occurrence

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

(4) <u>Professional Liability</u>:

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

# \$2,000,000 each claim

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

# c. <u>SUBROGATION WAIVER</u>:

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

# d. <u>FAILURE TO SECURE</u>:

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

# e. <u>ADDITIONAL INSUREDS</u>:

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

## f. <u>SUFFICIENCY OF INSURANCE</u>:

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

# g. EXCESS OR UMBRELLA LIABILITY:

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

# 11. <u>CONFLICT OF INTEREST</u>:

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

# 12. <u>PROHIBITION AGAINST TRANSFERS</u>:

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

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

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

# 13. <u>APPROVAL OF SUB-PROVIDERS</u>:

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

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

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

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

# 14. <u>PERMITS AND LICENSES</u>:

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

# 15. <u>REPORTS</u>:

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

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

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

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

# 16. <u>**RECORDS**</u>:

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

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

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

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

# 17. <u>NOTICES</u>:

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

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

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

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

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

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

Aliquot Associates, Inc 255 3<sup>rd</sup> Street, Suite 103 Oakland, CA, 94607 ATTENTION: Robert Wong Ph: (510) [601-5171] / Email: <u>rwong@aliquot.com</u>

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

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

# 18. <u>SAFETY</u>:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

# 19. <u>TERMINATION</u>:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

# 20. <u>ATTORNEYS' FEES</u>:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

# 21. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

# 22. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

# 23. <u>CONFLICT OF LAW</u>:

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. <u>WAIVER</u>:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

## 25. <u>INTEGRATED CONTRACT</u>:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

# 26. <u>PREVAILING WAGES</u>:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

# 27. <u>CAPTIONS</u>:

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.

### 28. <u>COUNTERPARTS</u>:

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.

# 29. <u>SIGNATORY</u>:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

## **30.** <u>CONTROLLING AGREEMENT</u>:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

# [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ALIQUOT ASSOCIATES, INC. a California corporation

Mason Chin President

CITY OF ALAMEDA a municipal corporation

Jennifer Ott City Manager

0

Robert Wong Chief Financial Officer

# RECOMMENDED FOR APPROVAL

-Signed by:

Erin Smith

Erin<sup>325458B32737491...</sup> Public Works Director

APPROVED AS TO FORM: City Attorney

-DocuSigned by: Ler Aslanian

Len Aslanian Assistant City Attorney



# STATEMENT OF QUALIFICATIONS

**Multi-Disciplinary Professional Services On-Call, 2025:** 

# **CIVIL ENGINEERING**

for the City of Alameda

Prepared by:

# ALIQUOT ASSOCIATES, INC.

255 3rd Street, Suite 103, Oakland, CA 94607 rwong@aliquot.com | 510-601-5101 ext. 2330

in association with:





April 7, 2025





DESCRIPTION

# PAGE NUMBER

EXHIBIT 1 : Description of Organization, Management and Team Members	
1A : Firm Profile	5
1B : Organization Chart	6
1C : Work Plan	7
1D : Resumes	10
EXHIBIT 2 : Scope of Services	28
EXHIBIT 3 : Organization Qualifications	31
EXHIBIT 4 : References, Related Experience and Examples of Work	34
EXHIBIT 5 : Billing Rates	39



April 7, 2025

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

#### RE: STATEMENT OF QUALIFICATIONS FOR ON-CALL CIVIL ENGINEERING SERVICES

Dear Mr. Wikstrom:

Aliquot Associates is pleased to submit the following Statement of Qualifications in response to the City of Alameda's RFQ for <u>On-call Civil Engineering Services</u>.

In this proposal, please find:

- A. Description of Organization, Management and Team Members
  - a. Firm Profile
  - b. Organization Chart
  - c. Work Plan
  - d. Resumes
- B. Scope of Services
- C. Organization Qualifications
- D. References, Related Experience and Examples of Work
- E. Billing Rates

We are willing to comply with the provided sample service provider agreement.

We are excited about the opportunity to work with the City of Alameda on projects that enhance the safety, access, and appearance of your beautiful city, including private land development and capital improvement projects.

I will be the point of contact and the Principal in Charge, should we be selected for the contract. I am a hands-on principal with many years of practical experience. If you have any questions regarding our Statement of Qualifications, please feel free to contact me at:

Robert Wong, PE | President Aliquot Associates, Inc. |255 Third Street | Oakland, CA 94607 Email: <u>rwong@aliquot.com</u> | Phone: 510-601-5101 | Fax: 510-601-5171

Thank you for your consideration and we look forward to hearing from you soon.

Sincerely,

Robert Wong, PE President/Principal-in-Charge

Vince D'Alo, PLS No. 4210 Vice President/Principal Land Surveyor

# Organization, Management and Team





#### **Company Profile**

Aliquot Associates, Inc. is a civil engineering and land surveying firm (corporation) with offices in Oakland and Walnut Creek. Aliquot has been has providing engineering and surveying services throughout the Bay Area for 45 years, building a reputation for outstanding technical expertise, successful project results, and satisfied clients. Our firm has been both a prime and a subcontractor on contracts providing civil design and engineering, traffic engineering, land surveying, mechanical, electrical, and landscaping architecture, and construction management services to Bay Area cities including Oakland, Emeryville, Berkeley, South San Francisco, El Cerrito, and Walnut Creek.

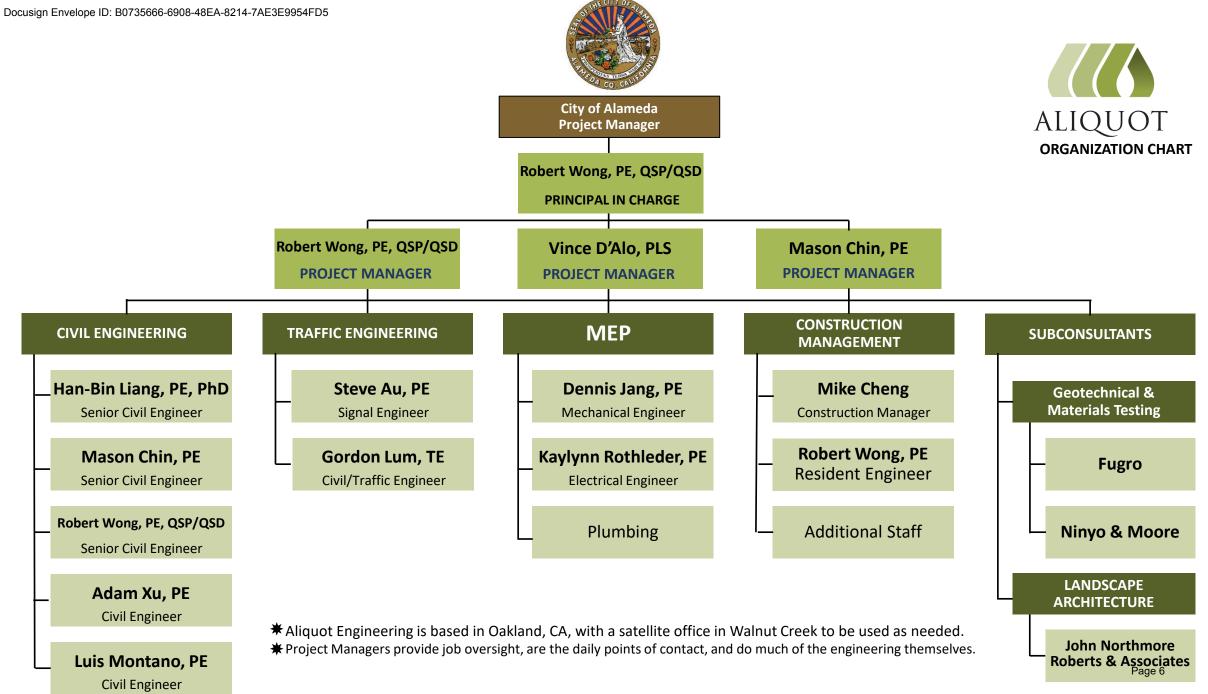
We offer a full range of civil engineering services including PS&E for grading and drainage, wet utility infrastructure, complete streets, roadway improvements, intersection modifications, road diet/widening, sidewalks, PCC curb and gutter, ADA ramps, bulb-out, pathways, bikeways, park improvements, retaining walls, bridge abutments and other city infrastructure improvements. Additional services include preliminary studies, design review, SWPPP services, drainage studies, public outreach, drawings, specifications, estimates and other professional services.

Aliquot's traffic engineers help to improve traffic flow, safety, and accessibility with services including signal design, intersection design, traffic impact studies, sight distance studies, parking studies, pavement evaluation and design, roadway signing and striping, traffic calming, and traffic control plans.

Our land surveying services include topographic, boundary, ALTA, as-built, and utility surveys, legal descriptions and plats, Records of Survey, construction staking, expert witness testimony, parcel maps, lot line adjustments, and right-of-way engineering / mapping. Because we perform both surveying and engineering services, our surveyors have a strong understanding of what engineers and architects require to develop various designs.

Aliquot's construction management services include on-site visits, observations and inspections, engineer's estimates, contractor submittal review, respond to RFIs, Caltrans documents and exhibits, ADA compliance verification, and review / processing of contractor invoices and proposed change orders.





#### Work Plan

Aliquot is a nimble and flat organization, ideal for working with small- and medium-sized clients. Principals are highly experienced and often work directly with CADD drafting staff. Principal-in-Charge and project managers often perform engineering design and calculations then work directly with an engineer who will finish up detailing while inputting into CADD.

#### **Objectives:**

- 1) Support City of Alameda by providing Civil (and Other) Engineering Services in an accurate, efficient and timely manner with smart practical fundamentally sound engineering solutions
- 2) Constant coordination and communication to keep City apprised of progress, and prevent surprises in schedules and costs
- 3) Facilitate learning and continual improvement for all involved

#### <u>Tasks:</u>

- Upon receiving a Task Order request We aim for rapid response time (within 24-48 hours), Aliquot PIC to work with the City to agree on Scope and Project Cost [Principal-in-Charge: Robert Wong]
- 2) If an agreement is achieved with the City, the first step is to acknowledge, allocate resources, and begin work (timing will vary depending on complexity of project but will comply with City of Alameda's timeline) [Project Manager: Robert Wong]
- 3) Review existing documents (Drawing Standards manual, AutoCAD manual, Other) [Project Manager: Robert Wong, Lead Engineer: Mason Chin, Staff Engineers]
  - a. Coordinate and collaborate with Alameda Program Manager
  - b. Determine project type (or combination)
    - i. Building construction or reconstruction
    - ii. Street design or repair
    - iii. Sanitary sewer and storm drain rehabilitation (and utility rehabilitation)
    - iv. Shoreline work
    - v. Public outreach
    - vi. Construction management
  - c. Prepare questions/comments/feedback on documents with experienced eye on engineering
  - d. Determine if pre-design work (topo surveys, utility information, record drawings, improvement plan, calculations, regulatory permitting headstart and survey review, soil and environmental documentation) are necessary and available
  - e. Lead virtual meeting(s) to discuss questions/comments
  - f. Deliverable: Document meeting minutes, project schedule, design concept sketches, questions/comments (PDF document mark-ups)

- 4) Develop Engineering Design process as appropriate [Project Manager: Robert Wong, Lead Engineer: Mason Chin, Staff Engineers], including:
  - a. Project expectations
  - b. Schedule
  - c. Turnaround times
  - d. Communication (sharing information) process
  - e. Project handoffs
  - f. Anticipated obstacles
  - g. Rate schedule
  - h. Participate in in-person City-led kick-off meeting
  - i. Deliverable: Document kick-off meeting and terms/expectations for project design process
- 5) Engineer designs according to City of Alameda/Alameda County/California/ASCE/Federal standard plans/specifications, using AutoCAD Civil 3D [Lead Engineer: Mason Chin, Staff Engineers. QA/QC by Project Manager: Robert Wong and Team]
  - a. Review improvement plans, survey, as-builts, existing utility data, other pre-design info for conformance with Alameda standards
  - b. Conduct on-site visit(s) or perform desk top assessment/studies, document with photos and identify areas of potential conflicts or concerns, or not shown on improvement plans (creeks, culverts, geohazards, trees, structures and other potential hazards)
  - c. Plan and profile and detail design
  - d. Deliverables: Completion of associated documents in AutoCAD Civil 3D 2023 (.dwg, .pdf formats)
    - i. Project plan
    - ii. Sketches (as needed)
    - iii. RFS (removal of service) drawings (as needed)
    - iv. TCPs (Traffic Control Plans) (as needed)
    - v. Material estimates (in MS Word or Excel)
  - e. Submit 30% (Sketches) / 65% / 95% documents for City Review
  - f. Incorporate edits (as needed) from City and non-City personnel (if necessary)
  - g. Resolve conflicts or put in place additional process
  - h. Stamp by registered California Civil Engineer (and/or TE, EE, ME, Architect, LA)
- 6) Weekly or Biweekly Updates by email and/or virtual meetings or document submittals [Project Manager: Robert Wong, Lead Engineer: Mason Chin]
- 7) Final contract close-out meeting [Project Manager: Robert Wong, Lead Engineer: Mason Chin and Team]
  - a. Deliverable: Memorandum or Powerpoint presentation: Lessons learned
  - b. Deliverable: Digital copy provided to District

# **Risks Assessment/Mitigation:**

Risk factors	Mitigation
Conflicts with other utilities	Identify those conflicts early and reach out immediately in the proposal evaluation process. Special attention to other utilities typically within same depth.
People on other projects	Dynamic rescheduling – prioritize to meet Alameda required timeline(s). Projects undertaken are public and city private and peer review/plan check and have various schedule cycles. Engineering Staff has experience in both performing engineering design and CADD drafting. Project Manager has design skill and can support staff and foresee issues in advance Lead Engineer has CADD skill and can support CADD staff or perform engineer together with CADD. Project Manager experience in variety of types of projects, trades, clients, goals, fundamentals of engineering as well as other sectors.
Discrepancies in existing documents (predesign drawings and docs)	Review docs up-front, identify conflicts and resolve early. Project Manager has Construction Management experience and Engineering Design skill which enables better chance of recognizing issues early.
Lack of topo survey and utility depth survey data	Recognize early and coordinate with Alameda survey staff and/or utilize Aliquot's in-house survey crews.
Existing environment not matching improvement plans	Conduct early site visit(s) to identify conflicts with skilled and experienced personnel (Project Manager).

# Robert C. Wong, PE, QSD/QSP

#### **Project Manager / Principal Civil Engineer**



With 40+ years of experience in Civil Engineering, Land Surveying, and Construction Management, Robert Wong has served as Principal-in-Charge, Project Manager, Civil Engineer, and Resident Engineer for a broad range of public and private projects. He has managed on-call and sole-source contracts for Bay Area cities and agencies including the cities of Oakland, Emeryville, and South San Francisco as well as Caltrans District 4 and Alameda County Public Works. He brings extensive experience in project management, design, surveying, construction support, and quality assurance on projects that have included complete streets, intersection modifications, road diet/widening, new roadways, bulb-out, commercial campus expansion, ADA improvements, sidewalks, walkways, bike paths, traffic signals, striping, pavement markings, and slide repairs.

#### EDUCATION

MBA Golden Gate University San Francisco, CA

B.S. Civil Engineering, University of California, Berkeley, CA

#### REGISTRATION

Licensed Civil Engineer California No. 43748

#### SELECTED SKILLS

**Project Management Civil Engineering** Project Planning **Construction Management** Site Inspections **Contract Administration** Schedule Management PS&E Cost Estimating Public Outreach Stormwater Management **Complete Street Design** Utility Coordination & Permitting **Engineering Review Regulatory Compliance** Feasibility Evaluation Pavement Management

#### **RELEVANT EXPERIENCE**

**Contra Costa County, Alhambra Valley Rd. Storm Damage Repair- Pinole:** As Principal-in-Charge and subconsultant to Consor, Robert serves as primary point of contact with Consor, and oversees QA/QC, to ensure top-quality surveying services are provided for roadway repair and retaining wall installation for embankment stabilization and permanent restoration of Alhambra Valley Road.

**Contra Costa County, San Pablo Dam Rd at LaHonda – El Sobrante:** As Principal-in-Charge and subconsultant to Consor, Robert oversees surveying, and ensuring QA/QC process of a project involving corrugated metal pipe (CMP) and roadway repair and reinforcement on San Pablo Dam Road. This project had an aggressive timeline, and so had to be managed very tightly in order to meet desired schedule.

**Alameda County, Second Street – Hayward:** As Principal-in-Charge and subconsultant to Consor, Robert led the Aliquot team to perform a survey project for the design of 4,200 linear feet of new sidewalk on Second Street in Hayward, including topographic surveying cross-sections and Boundary mapping.

**Alameda County, Proctor Rd. New Sidewalk - Castro Valley:** As Principal-in-Charge and subconsultant to Consor, Robert led the Aliquot team to perform a surveying project for the design of 3,000+ linear feet of new sidewalk in multiple areas of Proctor Road in Castro Valley. Aliquot is performing topographic surveying of cross-sections and Boundary mapping.

**City of Emeryville, Capital Improvement Projects, Emeryville:** For a span of over 15 years, Robert served as Project Manager and Engineer providing engineering services and land surveying on various complete street, bulb-out, utilities, sidewalk rehabilitation, and pavement resurfacing projects. The contracts included topo surveying, Right of Way engineering, redevelopment and mapping of vacant lands, engineering/PS&E for street intersection grade modifications, bulb-outs, road diet, utilities, and storm drains. These various projects also included construction administration support.

**Reference:** Maurice Kaufman, Retired Public Works Director, City of Emeryville

925-548-2648, mkaufman@gmail.com

City of South San Francisco, Construction Management Projects:

- ST1601 Linden Avenue Phase 1
- <u>ST1602 Linden Avenue Phase 2 and Spruce Avenue Traffic Calming</u>
   <u>Improvements</u>
- ◆ ST2203 2021 Concrete and Green Infrastructure Project

As Resident Engineer Robert led Aliquot's team in providing construction management and supplementary land

surveying and engineering services on the Linden Avenue and Spruce Avenue traffic calming improvement projects ST1601 and ST1602 as well as the ST2203 2021 Concrete and Green Infrastructure project. He collaborated with the project team in reviewing and interpreting the plans and specifications, and addressing technical issues. He led critical site walks throughout the project to confirm compliance with plans/specs and participated in troubleshooting and recommending sound engineering and construction solutions. Robert managed the review of critical Contractor submittals and provided technical knowledge on RFI responses. **Reference:** Angel Torres, Senior Civil Engineer, City of South San Francisco 650-829-6660, angel.torres@ssf.net

**City of Oakland Safe Routes to School, Oakland:** Robert was Principal in Charge and project engineer on this Safe Routes to School project. His team provided topographic surveying and prepared PS&E for new bulb-outs to shorten the pedestrian crossing distances with the addition of ADA compliant directional ramps. The team reviewed available data, topographic survey, Right of Way maps, drainage/sewer sheets, as-built plans, civil improvement plans, utility plans, aerial photos, current city standards, and existing traffic signal plan and timing and developed ADA compliant ramps throughout. All designs comply with Caltrans standards, the City of Oakland's current design standards, and current California MUTCD.

Reference: Brian Sukkar, City of Oakland Project Manager

510-615-5566, bsukkar@oaklandca.gov

**City of San Leandro, Bike Path Project for the East Side and "Safe Routes to School," Florence Boulevard and Monterey Boulevard, San Leandro, CA:** Robert served as Principal-In-Charge and Project Manager, overseeing land surveying and engineering services for an 18-mile, Class 2 and 3 Bike Lane as well as the "Safe Routes to School" intersection reconfiguration.

**Chelsea Dr. Landslide Repair, City of Oakland, Oakland:** As Principal Civil Engineer, Robert and his team prepared improvement plans including roadway/slide area layout, existing utilities, grading and drainage plans, slope stabilization/retaining wall calculations and design, construction details, outfall improvement, slope protection and erosion control.

**Crow Canyon Road Slide and Edge/Creek Bank Repairs, Alameda County:** As Principal Civil Engineer, Robert and his team provided land surveying, civil, surveying and construction administration support for slide repair/retaining wall and improvements to Crow Canyon Road edge conditions.

**Contra Costa County Blackhawk/Crow Canyon, Geologic Hazard Abatement District GHAD, Danville:** Aliquot was the civil engineer for Blackhawk/Crow Canyon GHAD on an on-call basis for more than a decade, performing various survey and civil engineering projects for the Blackhawk community. As the Design Engineer and Principal Engineer, Robert provided assessment of all civil engineering related issues such as drainage as it relates to slide and roadway repairs, hydrology and hydraulics studies for creeks and storm drain, erosion control, and scour damages. Robert also led the production of the construction documents for the related repairs. Some projects involved creek restoration, creek bank stabilization, hydrology and hydraulics studies, storm drain improvements, and emergency repairs during the winter. Many of the projects required collaboration with the Geotechnical Engineer of record to solve slides.

**City of South San Francisco, TR 2202 - Curb Ramp Improvements:** Robert and the engineering team reviewed plans and assisted in the development of Right of Way self-certification documents. He oversaw the preparation of construction notices to stakeholders including affected residents/property owners, as well as Temporary Construction Easement Agreements and exhibits.

#### Caltrans District 4, On-Call Field Land Surveying, Alameda County, Santa Clara County, Solano County:

As Project Manager, Robert oversees Aliquots On-Call Land Surveying field and office staff augmentation contracts, providing surveying services for Caltrans District 4 Oakland Office. He oversaw the Highway 87, Santa Clara County project for a geodetic control and topographic survey comprised of 6 miles that included painting MTLS (Mobile Terrestrial Laser Scanning) targets, collecting topographic data for non-compliant ADA ramps, performing RTK surveys of drop inlets, and providing roadway cross sections for every other mile for QA/QC purposes. Robert also oversaw the Highway 82, El Camino Real project performing a topographic survey for 8 miles of Highway 82 from Mountain View to Menlo Park. The project included layout and fast static GPS for 20 flight panels, establishing azimuth pairs, and providing a GPS Report.

**VTA-BART Silicon Valley Milpitas Station and Berryessa Station Parking Structures and Adjoining Roadway and Pathways, Milpitas and San Jose:** As Principal in Charge and Project Manager, Robert managed Aliquot's land surveying, civil engineering, and construction administration services for the development of the areas adjoining the parking structures on these two separate projects, which consisted of roadway, pedestrian walkway, ADA ramps, utilities, bike path, and the BART station plaza adjoining area. Robert managed the team in providing PS&E, Right of Way engineering, utility research, project control, topographic surveys, and construction staking. As this was a design-build project, Robert was an integral part of the construction team; he actively attended progress meetings, conducted site inspections, responded to Contractor RFIs, reviewed submittals, performed construction QA/QC and was instrumental in value engineering.



Mason Chin offers close to 20 years of Civil Engineering experience, with a focus on planning, assessing, and detailing utility infrastructure. With a thorough understanding of NPDES requirements and other regulatory constraints, Mason is skilled at providing figures and support to secure project approval from municipal agencies. Mason consistently delivers outstanding analysis and design on Aliquot's private and public projects of all sizes. His experience and skills include utility design, stormwater management, drainage studies, PS&E documents, project planning, cost estimating, roadway design, and construction management.

#### **EDUCATION**

B.S. Civil Engineering UCLA Los Angeles, CA

Mason Chin, PE Civil Engineer

#### REGISTRATION

Licensed Civil Engineer California No. 81757

#### SELECTED SKILLS

Civil Engineering PS&E Utility Design Stormwater Management Drainage Studies Project Planning Cost Estimating Construction Administration Roadway Design CEQA QSD/QSP Pavement Design

#### **RELEVANT EXPERIENCE**

**Contra Costa County Blackhawk/Crow Canyon, Geologic Hazard Abatement District (GHAD), Danville:** Mason has been the Project Civil Engineer on numerous CCC, Blackhawk GHAD projects, performing drainage studies and preparing PS&E. Projects have involved creek restoration, storm drain improvements, drainage studies, creek restoration, slide repairs, and pond excavation.

**Knowland Park/Oakland Zoo, Oakland:** This Oakland Zoo expansion project included seven new animal exhibits and new utilities across a 15-acre area. As Design Civil Engineer, Mason provided utility infrastructure engineering support for the CEQA process; he also supplied figures and support to obtain project approval from multiple resource agencies. He prepared construction documents and specifications for the phased expansion of the proposed exhibits and a large-scale drainage study. The design elements included planning and design of 2,000-foot extension of water, sewer, gas, and electric utilities as well as analysis of existing utility capacities. Mason also designed a new roadway and pedestrian pathway through the exhibits that consisted of various porous designs to comply with stormwater control requirements.

**Ball Estates, Alamo, Contra Costa County:** Mason has been heavily involved in the entitlement process and development of PS & E for this project which is a single family detached, R-20 subdivision, consisting of 35 lots. The project includes both CEQA participation and zoning compliance, street design, open channel hydraulics/drainage calculations/studies, preservation of trees, utilities, grading, geology, historic preservation, and archeology. Mason has prepared PS&E for the subdivision and a 19-space parking lot for an East Bay Park Regional Park District (EBRPD) staging facility with a restroom and a trail head

leading to the existing Madrone trail which ultimately leads to Las Trampas Ridge. Mason's responsibilities included drainage calculations, hydraulics report, tentative map, submittal package to County, EIR exhibits, research, CDFW response, creek restoration plans, He performed permitting support, working with CEQA, JARPA (joint aquatic resource permit application. Includes RWQCB, USACE, CDFW, USFWS), Contra Costa County Creek Protection Permit, and Regional Water Quality Control Board (RWQCB) for SWPPP.

**Sanctuary for Sufism Reoriented, Walnut Creek:** Mason was the Design Engineer and Project Manager for this 44,000 sq. ft. facility and 72-space pervious pavement parking lot, LID creative C.3 bioplanter compliance; the project included road widening and right-of-way realignment for Boulevard Way in an unincorporated area of Walnut Creek. Mason provided a drainage study, construction documents, specifications, cost estimates, and figures/support for the project as a part of the CEQA process. Road widening design elements included the installation of a new sidewalk with ADA curb ramps, driveway returns with valley gutters, a bike lane, a bus stop, and a cross-walk.

Access Road Design, Pleasanton: This 1,900-foot hillside access road was a dual-purpose improvement that provided access to both the City water tank and a new 7-lot private subdivision. Mason designed the new roadway section, potable water main, sanitary sewer main, and storm drainage system. He provided construction documents, cost estimates, and ongoing construction support.

**Harmony Park, Walnut Creek:** Mason prepared improvement plans, SWPPP documents and cost estimates as Design Engineer for this subdivision with a new cul-de-sac. Design elements included pavement design, sidewalk and driveways, and the storm/drainage system, as well as sanitary sewer and water mains. The cul-de-sac tied into the existing street which required new curb return design, ADA curb ramps, and valley gutters. He prepared drainage calculations and studies.

**Habitat for Humanity – Pacifica Ave, Bay Point:** This Habitat for Humanity 23-unit development and new street included the following design elements: rough and fine grading, pavement design, ADA curb ramps, on-street parking, storm drainage facilities, and a cross-walk. Mason prepared improvement plans and cost estimates.

**City of Oakland, Pinehaven Road Improvements, Oakland:** Mason prepared improvement plans for paving of a gravel shoulder in City's right of way on Pinehaven Road including grading, drainage, and pavement plans

**Rainbow Estates, Pleasant Hill:** Mason designed pavement, utilities, and storm drainage for this subdivision and new street, as well as curb returns for tie-in to the existing Rainbow Lane. A sight distance study was required at the intersection. Mason developed improvement plans and cost estimates.

# Han-bin Liang, PhD, PE, QSD/QSP

## **Senior Civil Engineer**



Dr. Liang has more than 40 years of experience in civil engineering, water resources, environmental hydrology, and coastal engineering. He has been involved in infrastructure and water resources projects for Caltrans, the U.S. Army Corps of Engineers, and local cities and counties. Dr. Liang has been responsible for projects involving civil design, hydrologic and watershed studies, hydraulic analyses, utility studies, water and sewer system design, drainage system design, pump station design, floodplain studies, erosion control, stormwater management, wetland restoration, and coastal engineering throughout his career.

#### **RELEVANT EXPERIENCE**

#### EDUCATION

Ph.D., Civil Engineering, University of California, Berkeley, 1988

M.S., Civil Engineering, University of California, Berkeley, 1984

B.S., Agricultural Engineering (Hydraulics), National Taiwan University, 1981

#### REGISTRATION

Licensed Civil Engineer California No. 48404

#### SELECTED SKILLS

Hydrology and Hydraulics Civil Engineering PS&E Feasibility Evaluation Project Planning Stormwater Management QA/QC Experience in sewer projects Infrastructure/water resource Hydraulic studies for bridges/culverts

#### San Francisco Bay Trail–Pinole Shores to Bayfront Park, City of Pinole:

For East Bay Regional Parks District, Principal-in-Charge. The East Bay Regional Park District, in cooperation with the City of Pinole and the West Contra Costa Transportation Advisory Committee, proposes construction of a section of the San Francisco Bay Trail along the San Pablo Bay shoreline in the City of Pinole. The trail alignment would extend approximately 0.5 miles from Pinole Shores to Bayfront Park. Dr. Liang provided oversight of the project scope, which included the Water Quality Study and Location Hydraulic Study. The project is within the San Francisco Bay Regional Water Quality Control Board's jurisdiction and required consideration of the Contra Costa Clean Water Program's design guidelines. The project has two direct receiving water bodies: San Pablo Bay and Pinole Creek.

**Fairfax Town Hall Flood-Proofing Design Project, Town of Fairfax**: For Town of Fairfax, Civil Design Lead. Dr. Liang worked with Sally Swanson Architects to design flood-proofing measures for the town hall in the Town of Fairfax in Marin County. The administration building and the police station, built directly over Fairfax Creek, were flooded during the December 2005 storm.

San Mateo County Flood-Control Engineering and Hydrology/Hydraulics On-call Services Contracts, San Mateo County: For San Mateo County, Project Manager. Dr. Liang provides oversight and management of task orders executed under these on-call contracts. Task orders have included modeling and analysis of proposed flood walls for Colma Creek, a dredging modeling study for Colma Creek, and various green streets feasibility studies.

Interstate 880 Mission Boulevard Interchange and Warren Avenue Project, City of Fremont: For Alameda County Transportation Commission, Drainage Design Task Leader. Dr. Liang was the Drainage Design Task Leader for this proposed project. The proposed drainage systems included those for the Union Pacific Railroad, highways (Interstate 880 and State Route 262), and local streets (Warm Springs Boulevard, Kato Road, and Warren Avenue). The design also included the realignment of the Agua Fria Flood Control Channel.

#### BASMAA Engineering Design Services: Urban Runoff Treatment Retrofits,

**Cities of Richmond, Vallejo, San Carlos, and Oakland:** For Bay Area Stormwater Management Agencies Association (BASMAA), Principal-in-Charge. Dr. Liang provided oversight for the design of various treatment best management practices throughout the San Francisco Bay Area to be constructed per the Clean Watersheds for a Clean Bay (CW4CB) Implementation Plan. The objective of the CW4CB Plan was to select and implement representative urban stormwater treatment retrofit projects that could be used to evaluate potential polychlorinated biphenyls (PCBs) load reductions in urban stormwater runoff to the San Francisco Bay. The proposed designs included media filters, bioretention facilities, biofiltration swales, and tree well filters. He worked closely with San Mateo Countywide Water Pollution Prevention Program.

Las Trampas Bridge Replacement at South Main Street, City of Walnut Creek: For City of Walnut Creek, Principal Hydraulic Engineer. The purpose of the Las Trampas Bridge Replacement at South Main Street project

is to replace the existing five-lane, structurally-deficient, and functionally-obsolete bridge with a new five-lane bridge structure. Dr. Liang is overseeing the preparation of the Preliminary Hydraulic Report including: the hydrologic and hydraulic analysis, a bridge scour analysis to determine the scour potential and development of countermeasures, and modeling the evaluation of recurrence events. He is also responsible for the preparation of a Stormwater Control Plan to summarize the project impacts to water quality including documenting proposed treatment best management practices and mitigation measures.

**Marsh Creek Detention Facility Bridge Replacement Project, Contra Costa County:** For Contra Costa County, Principal Hydraulic Engineer. The purpose of this project is to improve public safety by providing safe and cost-effective solutions for traffic to cross Marsh Creek. As the Principal Hydraulic Engineer for this project, Dr. Liang oversaw the hydraulic and scour analyses to determine the flow characteristics for the bridge design as well as the preparation of the Location Hydraulic Study Report and Bridge Hydraulic Study Report.

**Ford Elementary School Renovation Project, City of Richmond:** For West Contra Costa Unified School District, Civil Design Lead. Dr. Liang was responsible for preparing the site demolition, site improvement, site grading, and utility drawings for the project. The design included biofiltration swales and rain gardens. The project design was in compliance with West Contra Costa Unified School District, Contra Costa County, Contra Costa County Clean Water Program C.3 requirements, and City of Richmond standards.

**State Route 4 Widening Project, Loveridge Road to Somersville Road, Contra Costa County:** For Contra Costa Transportation Authority and Caltrans District 4, Hydraulic Design Lead. Dr. Liang oversaw the design for the Stormwater Data Report and water quality detention basin for the project. He and his team provided construction support for this project and transitioned the project into compliance with the National Pollutant Discharge Elimination System Construction General Permit.

**Webster/Posey Tubes and Waldo Tunnel Washwater Treatment, Alameda and Marin Counties:** For Caltrans District 4, Project Manager. Dr. Liang performed studies and prepared a Project Study Report level Stormwater Data Report for the planning of the tunnels' washwater treatment systems.

**State Route 29 Channelization Project, Napa County:** For Caltrans District 4, Contract Manager. Dr. Liang oversaw the preparation of the drainage plans, specifications, and estimate (PS&E), waterline relocation PS&E, agency coordination, and construction support for the project. The stormwater treatment was achieved through the implementation of over 20 infiltration trenches along the state route. Pre-treating runoff was not feasible because of the limited right-of-way, so he and his team proposed an infiltration trench design that includes a replaceable top layer that will filter fines. Since there was limited space between the edge of shoulder and the right-of-way, the trenches are located immediately adjacent to the roadway. In the absence of a dike to prevent cars from leaving the roadway, the trenches incorporate engineered soil that can withstand being driven on in emergency situations.

**Presidio Parkway Project, City of San Francisco:** For Caltrans District 4, San Francisco County Transportation Authority (SFCTA), and Golden Link Concessionaire, LLC., Hydraulic Design Lead. Han oversaw the drainage elements. The project replaces the existing Doyle Drive s

outh access road to the Golden Gate Bridge. Because the project is in close proximity to the San Francisco Bay, the tailwater elevations adopted for the study considered tidal water surface elevations, tsunami wave run-up water surface elevations, and potential sea level rise. HDR was on the team to provide as-needed maintenance.

The design of the bridges over restored Tennessee Hollow Creek took into account the future climate change and sea-level rise. The extension of the IJKL outfall further in the San Francisco Bay significantly reduced the need for maintenance and local dredging of the outfall, whereas the Presidio Trust maintenance crew used to do frequent emergency work after most of the significant storm events.

# Adam Xu, PE

# **Civil Engineer**



Adam Xu is a licensed Civil Engineer with twelve years of experience in civil engineering and land development. He has abundant experience preparing plans, specifications, and estimates (PS&E) for roadway, storm drain and utility improvements. Adam has been involved in Aliquot's various stormwater management projects, including drainage calculations, report compilation and field inspections. He has prepared SWPPP documents and provided QSP inspections, supported construction management as well as worked on numerous grading plans requiring knowledge of ADA code compliance requirements.

## **EDUCATION**

B.S. Civil and Environmental Engineering, University of California, Berkeley, CA

#### REGISTRATION

Licensed Civil Engineer California No. 85294

#### SELECTED SKILLS

Hydrology & Hydraulic Studies Stormwater Management SWPPP C.3 Storm Water Plans **Drainage Studies** Storm Sewer Design Sanitary Sewer Design Transportation Engineering Roadway Design **Erosion Control Plans** Construction Management Slide Repair and Slope Stabilization **ADA** Improvements Site Inspections Parking Lot Design **Cost Estimates** Specifications QA/QC

#### **RELEVANT EXPERIENCE**

**City of Oakland Chelsea Drive Landslide:** As Civil Engineer, Adam prepared PS&E for this damaged roadway and is working on improvement plans including the following: roadway/slide area layout, existing utilities, grading and drainage plans, slope stabilization/wall/structural layout, sections, construction details, slope protection & erosion control (during construction), technical specifications, Engineer's estimate, and drainage calculations.

**SM101 0.0/21.8 CAPM (Caltrans Contract 04A6221), San Mateo County:** As Civil Engineer, Adam coordinated and developed drainage studies for Task Orders 7 and 14, working under the Prime consultant HDR. He researched and compiled supporting materials, including calculations and watershed maps, and assisted with the development of the Storm Water Drainage Report. Adam and the team calculated, compiled, analyzed, and reported on watershed characteristics such as drainage area, topography and soil characteristics, and existing drainage patterns. The drainage report also included hydrology design criteria, on-site drainage criteria, and off-site hydrologic and hydraulic characteristics.

**City of Oakland Safe Routes to School, Task Order 01:** As Civil Engineer, Adam reviewed all available data including topographic survey, right-of-way maps, as-built plans, drainage/sewer sheets, civil improvement plans, utility plans, aerial photos, current city standards, and existing traffic signal plan and timing. He prepared PS&E for improvements at intersections near five Oakland schools, including new bulbouts, ADA compliant directional ramps, relocated utilities and drainage calculations.

**On-Call Engineering, Alameda County**: As Civil Engineer, Adam prepared PS&E for a storm drain crossing and headwall for storm drain repair project on Kilkare Rd. in Sunol.

**3100 San Pablo Ave., San Pablo:** As Civil Engineer, Adam designed ADA curb ramps, drainage design and crosswalk layouts for public intersections within Caltrans right of way. He also provided inspection for the improvements.

**Bayer Healthcare Campus, Berkeley:** As Civil Engineer, Adam has worked on numerous projects preparing PS&E for the ongoing renovation and expansion of this 20-acre commercial site and its original 35-acre facility. He has performed design development, PS&E, storm drain engineering, drainage studies, construction management/inspection, performed utility coordination and reviewed the location and type of utility lines on site. Projects have involved building demolition, new buildings, private roadway and public street frontage improvements, pavement rehabilitation, ADA pathways and ramps, storm drain, utilities, and bioplanters. Adam has provided periodic observations and inspections, including preparing SWPPP documents and providing QSP inspections.

**Watergate Condominiums, Emeryville**: As Civil Engineer, Adam's engineering tasks included storm sewer design and plan production, hydraulic analysis, ADA-compliant walkway and ramp designs, sanitary sewer quantity takeoff, and sewer pump sump detailing.





Luis is a licensed Civil Engineer with 24 years of experience in engineering design and management. He has spent the majority of his career working in design and CAD applications including preparations of Vesting Tentative Maps, Improvement Plans, and Track Maps, as well as preparation of improvement plans for grading, drainage, water, sewer, and storm drainage infrastructure improvements.

#### **RELEVANT EXPERIENCE**

#### EDUCATION

B.S. Agricultural Engineering California Polytechnic State University, San Luis Obispo

#### REGISTRATION

Licensed Civil Engineer, CA No. 87120

#### **SKILLS & EXPERTISE**

Stormwater Management SWPPP Drainage Studies Storm Sewer Design Sanitary Sewer Design Transportation Engineering Roadway Design Slide Repair and Slope ADA Improvements Parking Lot Design Cost Estimates Specifications QA/QC **Stanford & Sutter Medical, Oakland, CA:** Luis was Project Engineer/Engineer Manager. Scope included CAD layout and construction and detail drawings, and preparation of demo and grading plan for the site. The work included grading, drainage and utility design to support the development of a new six-story building with vehicular access, parking, and driveway curb cuts. Luis prepared plans for new ADA ramps at the nearest street intersection, as well as offsite improvements to replace sewage and storm drain for new flows, and new sidewalk curb and ramps. Luis oversaw the preparation or the erosion control measures and description of the practices to be used, also pollution control and BMPs to use for each pollutant. Luis prepared the preliminary SWPPP under supervision.

**Fresno Train Station Seismic & Accessibility Renovations, Fresno, CA:** As Civil Engineer, Luis has performed detail design for this upgrade to the Historic Fresno Train Station, including Stormwater Control / C.3 Plans and Hydrology/Hydraulics/Drainage Calculations. Project involved demolition of pathways, pavement rehabilitation, ADA pathways ramps, utilities, and bioplanters.

**Caltrans District 4, On-Call Hydraulics Engineering Contract 04A6221, T.O. No 2-EA HWY 680, Contra Costa, CA:** As Civil Engineer, Luis performed detailing for trash capture devices for a Caltrans Highway 680 storm drain project. Individual performance on project.

**City of Oakland I-880 / I-980 Under-crossings Lighting, Wayfinding, and Placemaking Project, Oakland, CA:** As Civil Engineer Luis collaborated with Aliquot's survey department on research topographic mapping, existing utilities for this City of Oakland project.

**City of South San Francisco Project ST2401 Complete Street Improvements, South San Francisco, CA:** As Civil Engineer, Luis' scope includes grading plans for new ADA curb ramps, bring existing ADA

ramps to code, layout of new bulbouts at street corners, crosswalk, stormwater control/C.3 plan, Hydrology/Hydraulics drainage calculations for multiple locations in South San Francisco.

**Lone Tree School, Brentwood, CA:** Luis was Project Engineer/Engineer Manager for this project involving offsite improvements, street widening, and design/build of new sidewalk and access routes to school. He prepared schematic and construction drawings for grading and drainage plan, utility plan, erosion control plan and C.3 drainage calculations. He designed the new traffic line location and striping plan, designated and design sidewalk cross walk location. ADA compliant sidewalk and cross walk following city's recommendation.

**Jefferson Unified School District Housing, Daily City CA:** Luis was Project Engineer/Engineer Manager. The work included lot line division of parcel, grading, drainage and utility design to support the development of a new housing building to be built on an existing parking lot. Luis prepared the storm drainage system for new addition of pipe system to discharge into the city system without overloading the exiting storm drain pipes. Luis prepared the hydrology and hydraulic calculations for the site and the erosion control measures, also the pollution control and BMPs.

**Pacifica Unified School District Housing, Pacifica CA:** Luis was Project Engineer/Engineer Manager. Scope included CAD layout and detail drawings, and preparation of demo and grading plan for the site. The work included grading, drainage and utility design to support the development of a new housing building with vehicular access, parking, and driveway curb cuts. Luis prepared plans for new sewage and new storm drain flows, and new sidewalk curb, ramps and parking areas. Luis oversaw the preparation or the erosion control measures and description of the practices to be used, also pollution control and BMPs.

**Longfellow Middle School, Berkeley CA:** Luis prepared improvement plans and cost estimates as design engineer for the upgrade of Longfellow middle school. He prepared construction documents for the remodel of the school to comply with ADA standards and C.3 regulation. Luis design the bioretention areas and regrade the affected areas to drain into the proposed bioretention areas, also he designed all utility changes that affected the remodel at middle school.

# Stephen Au, PE Traffic Engineer/Civil Engineer



Steve Au has in-depth experience in preparation of PS&E for transportation infrastructure and facilities including roadways, parking lots, transit centers, ADA ramps, and bicycle/pedestrian facilities. His expertise includes signing and striping, street lighting, traffic calming, construction zone traffic control, and traffic signals systems. Steve's experience includes serving as Resident Engineer on traffic signal and roadway construction projects. He has extensive project experience with federally funded projects such as HSIP and CMAQ projects. Steve is also knowledgeable in Caltrans Local Assistance Procedures documents.

## EDUCATION

B.S in Civil Engineering, University of California, Berkeley

#### REGISTRATION

Civil Engineer No. 41532

#### SELECTED SKILLS

- Traffic Studies
- PSE&E
- Traffic Control Planning
- Traffic Impact Analysis
- Design Review
- Pavement Rehabilitation
- Feasibility Studies
- Traffic Calming
- Signal Design & Timing
- Community Presentations
- Origin-Destination Surveys
- Signing and Striping
- ADA Requirements
- Speed Surveys
- Safety Improvements
- Caltrans Coordination

#### **RELEVANT EXPERIENCE**

**Hyatt Hotel El Camino Real, Mountain View:** Steve prepared the traffic control plan for the public street improvements for this project, and assisted with the Caltrans encroachment permit, and additional Caltrans procedures. El Camino Real is a state highway which involves Caltrans review and approval.

**City of Santa Clara / Caltrans Coordination:** Steve worked with the Caltrans district local assistance engineer to prepare Caltrans Local Assistance Procedures documents for review and approval by Caltrans. These included Request for Authorization for Preliminary Engineering forms and finance letters, Field Review form for field review with the Caltrans Local Assistance engineer, Environmental Clearance, Right-of-Way Certification, Construction Authorization Request forms, finance letter for construction funding, and DBE construction forms. He also conducted studies for Air Quality, Biological Resources, Cultural/Historical Resources, and Traffic Study for Preliminary Environmental Screening.

**Hampton Inn, 2300 West El Camino Real, Mountain View:** Steve prepared parking lot signage and striping plans and traffic control plans for lane and shoulder closure for the construction phases. The 3 construction phases required one lane, two lane, and shoulder closures on El Camino Real during construction. Caltrans approved the traffic control plans.

**Pedestrian Signal Design for 19th and Harrison St., Oakland:** Steve prepared the preliminary engineering design indicating the locations of the pedestrian signal heads and push buttons, and subsequently prepared final PS&E incorporating City comments. Steve also developed a traffic control plan for construction.

**City of Santa Clara:** Steve served as Project Engineer in Santa Clara County's Traffic Operations Group. He was the project engineer for HSIP grant projects

for shoulder improvements on four rural roads: Uvas Road HSIPL-5937(190), Stevens Canyon Road HSIPL-5937(188), Watsonville Road HSIPL-5937(199), and Clayton Road HSIPL-5937(189). He served as project engineer for sidewalk improvements near schools, East San Jose Pedestrian Improvements CML-5937(191). These projects included pavement replacement, striping, traffic signal improvements, sidewalk and curb improvements, and traffic control. Steve ensured compliance with Caltrans procedures and standards, and completed Caltrans documents.

**City of South San Francisco, Construction Management Projects: ST1601 - Linden Avenue Phase 1; ST1602 - Linden Avenue Phase 2 & Spruce Avenue Traffic Calming Improvements; ST2203 - 2021 Concrete and Green Infrastructure Project:** As Traffic Engineer Steve reviewed the traffic control plans on project ST1601, ST1602, and ST2203. He also inspected the traffic loop installation and striping for project ST1602.

**Bayer Healthcare, Berkeley:** Steve prepared traffic control plans for construction phase of Parking Lot E renovations on Bayer Healthcare's Berkeley campus, and assisted with grading design on a new production building B68.

**County of San Joaquin:** Steve reviewed developer plans and served as resident engineer for roadway construction, roadway overlay, and pavement rehabilitation projects. Steve was also responsible for checking the contractors traffic control during the construction work.

**VTA of LRT for Guadalupe LRT on First Street:** Steve was Project Manager for the design of park-and-ride lot improvements for a bus transit center and LRT including Alma Park-and-Ride, Eastridge Bus Transit Center improvements, and Weller/Main Bus Transit Center improvements for facilities design. This involved management and monitoring of Capital improvement projects.

**City of San Jose, Community Outreach and Traffic Calming:** Steve made presentations at the City of San Jose's neighborhood meetings regarding traffic calming improvements. He performed traffic operations analysis and studies for the City traffic calming program, and administered the City traffic calming policy for stop signs, radar speed enforcement, speed bumps, bulb-outs, chicanes, and neighborhood cut-through traffic.

**Construction Zone Traffic Control:** Steve prepared traffic control drawings for projects in San Ramon, Vallejo, Tracy, and Monterey County. The traffic control plans were in accordance with Caltrans standards and conformed to the California MUTCD. He also performed inspections of the contractor's traffic control during the construction.

**Corral Hollow Road Widening, Tracy:** Steve prepared the traffic signage and striping plans for the street improvements. Steve coordinated with the City and provided interagency coordination including public bidding and construction phase services. He made inspections of the contractors traffic control during construction.

**Traffic Signal, Signing, and Striping Design:** Steve worked on projects at major intersections in San Bruno, Morgan Hill, Sunnyvale, Los Altos, East Palo Alto, Pittsburg, Livermore, Stockton, Ceres, West Sacramento, Folsom, and Humboldt County. He designed new traffic signals and signal modifications, and prepared signing and striping drawings. Designs were in accordance with the Caltrans Plans and Specifications. Steve coordinated with the City staff, attended project meetings, and provided construction engineering support during construction of these traffic improvement projects.

**Safety Improvements:** Steve has project design experience on School Safe Routes to School projects, Citywide Trail Crossing Enhancement projects, and In-Road Warning Lights for crosswalks.

**Traffic Studies, On-Call Engineering:** Steve completed traffic study projects in the cities of San Bruno, Union City, Livermore, Tracy, Sacramento, and Ukiah. He completed trip generation calculations and Traffix and Synchro signal timing analysis, and level-of-service analysis in accordance with the Highway Capacity Manual for traffic studies. Prepared traffic studies for City planning review and attended meetings with the City staff.

**Arterial/Interchange Design:** Steve has served as project design manager for traffic operations and traffic signal improvement projects for various arterial corridors. He has performed traffic signal and ramp metering design for Caltrans projects on I-880 in Santa Clara County and I-580 in Alameda County. His responsibilities included preparation of plans, specifications, and estimates in accordance with Caltrans plans and specifications. Steve and his staff prepared the designs for these projects located in Hayward, Tracy, Lake County, and Fairfield.

# Gordon Lum, TE

# **Traffic Engineer**

Gordon Lum has 39 years of experience in traffic engineering. Gordon possesses a strong understanding of public agency issues, procedures, and policies and is accustomed to working with a wide variety of governmental agencies. His public-sector experience includes working for the Cities of Oakland, San Leandro, and Stockton, as well as serving as on-call staff for the Cities of Berkeley, Compton, Dublin, Elk Grove, Modesto, San Leandro, San Pablo, and Mountain View, Counties of Fresno, Madera and San Joaquin, and the Town of Los Gatos. He has been directly involved in many aspects of municipal traffic engineering, including the following: evaluating the need for new signals and signal modifications, preparing signing-striping plans, obtaining grant funding, reducing collisions, conducting speed surveys, relieving congestion, making presentations, developing signal timing parameters, implementing work orders, preparing staff reports, approving traffic control plans, coordinating with Caltrans, establishing conditions of approvals, reviewing PS&E for signals, and developing traffic calming programs.

#### EDUCATION

M.S. in Civil Engineering: Infrastructure Planning and Management, Stanford University

B.S. in Civil Engineering, Stanford University

#### REGISTRATION

Licensed Traffic Engineer, California No. 1542

#### SELECTED SKILLS

Signal Timing Grant Writing Traffic Impact Analysis Traffic Calming Program Signal Design Staff Augmentation Bikeway Planning Development Review Traffic Control Approval

#### **RELEVANT EXPERIENCE**

Staff Augmentation, Cities of Berkeley, Elk Grove, Modesto, Mountain View, Rancho Cordova and San Leandro; County of San Joaquin: Provided municipal traffic engineering services at agency's office up to three days a week. Involved in everyday operation including review and approval of signing and striping and traffic control plans. Evaluated and recommended implementation of traffic control devices and was involved with traffic calming measures. Obtained HSIP and CMAQ grants.

**Traffic Engineer, County of Madera.** Since December 2020, providing staff augmentation services. Tasks include reviewing Traffic Impact Studies, evaluating corner sight distance, and setting speed limits.

**Bayer Healthcare: Dwight Way Entrance Relocation, Berkeley:** Performed a traffic study for the proposed relocation of a Bayer entrance on Dwight Way. Documented existing conditions, estimated the anticipated traffic and queuing impact, and prepared a report with detailed exhibits.

**City of San Leandro, Bike Path Project for the East Side and "Safe Routes to School," Florence Blvd and Monterey Blvd, San Leandro.** Prepared Striping plans. Traffic control plans. and was responsible for the traffic related portion of the project for 18-mile, Class 2 and 3 Bike Lane as well as the "Safe Routes to School" intersection reconfiguration.

**East 14th Street Road Diet, City of San Leandro:** Reviewed signing and striping plans for replacement of two through lanes with left turn pockets.

**Parking Impact Analysis of a Proposed Cannabis Facility at 403 Dondee, City of Pacifica.** Determined the following occupancy rates: a) Nearby streets (63% of parking spaces occupied); b) Public Lot 1 (71%); c) Public Lot 2 (84%) and concluded parking shortage.

Active Transportation Program Cycle 1 Grants, City of Stockton: Obtained grants for McKinley Elementary Safe Routes to School, Calaveras River bicycle and pedestrian path rehabilitation, Bike Master Plan update, Fremont Square sidewalk reconstruction, San Joaquin Trail, and Miner Ave complete street.

**Traffic Signal Timing, Cities of Oakland, Mountain View, Stockton and San Leandro and County of San Joaquin:** Recommended signal timing changes (splits, offsets, volume density, time of day, etc.) on controller sheets to improve operations, signal coordination and safety for vehicles, transit, pedestrians, and bicyclists. Teaching signal operations for UC Berkeley Tech Transfer since 2001.

**On-Call Traffic Engineering, City of San Pablo.** Prepared a quiet zone study at three railroad crossings using the FRA on-line quiet zone calculator. Met with stakeholders in the field, and selected appropriate supplementary safety measures. Assisted with the City's RAISE Grant application in 2022.

**Military West and West 7th Street HSIP Traffic Signal Modifications, City of Benicia.** Project Manager responsible for providing oversight of transportation and traffic design services required to prepare PS&E. The project objective was to reduce collisions though the improvements of the traffic signal equipment.

Automated Red-Light Enforcement System Study, City of San Leandro. Evaluated the automated redlight enforcement system at two Caltrans intersections to renew the encroachment permits. Reviewed the original signal warrant and existing signal timing, field review, evaluated countermeasures and citations.

**Hamilton High School Pedestrian Study, County of Glenn.** Prepared a ped study after documenting crossing patterns, meeting with stakeholders, and analyzing the collected data regarding mid-block ped crossings. Analyzed additional traffic controls that could be implemented to improve pedestrian access.

American Avenue Stop Warrant Analyses, Parsons/County of Fresno. Prepared four-way stop warrant analyses for the intersections of American Av/South Maple Av and American Av/South Cedar Av.

**Regency Park Elementary School Expansion Traffic Study, Twin Rivers Unified School District.** Provided professional traffic engineering services to evaluate parking and traffic impacts associated with the expansion of Regency Park Elementary School (in Sac) to accommodate three additional grades.

**Engineering and Traffic Survey, Various Agencies:** Cities of Hercules (25 segments), Benicia (38), Elk Grove (2), Hughson (13), Pinole (18), Rancho Cordova (37), Red Bluff (33), Tehama (13), Town of Hillsborough (36) and Counties of Amador (18) and Madera (13). Prepared surveys to recertify numerous segments. Reviewed radar survey study, 24-hour counts, accident data, and determined 85th % speeds.

**Santa Barbara Mixed-Use Development Traffic Impact Analysis, City of Chino Hills**. Traffic Engineer (signed report cover)/Project Manager responsible for the preparation of a 632-page TIS that included LOS calculations for eight study intersections and six scenarios.

#### **Publications and Presentations**

**"Collision Reduction After Construction of HSIP Projects",** presented at Western District Institute of Transportation Engineers (Western ITE) Annual Conference, Portland, Oregon, August 2023.

"Vision Ten", International Chinese Transportation Professionals Assoc. Annual Conference, May 2019.

**"Do Adaptive Signals Improve Safety?",** presented at Intelligent Transportation Society of California Annual Conference (ITS-CA), Anaheim, September 2018.

**"Is A Roundabout Safer than A Signal?",** presented at Western District Institute of Transportation Engineers (Western ITE) Annual Conference, Keystone, Colorado, June 2018.

"How Effective is Automated Red-Light Enforcement?", Western ITE Annual Conference, June 2017.

"7 Warrants for Adaptive Signals", International ITE Annual Conference, Anaheim, June 2016.

"Adapting to Adaptive", presented at Arizona Institute of Transportation Engineers (ITE)-International Municipal Signal Association (IMSWA) Spring Conference, Phoenix, February 2015.

"Review Material for the California Traffic Engineering Licensing Exam" (Coauthor), Course Manual for TE-29, UC Berkeley Tech Transfer Program, 2010 and 2014 (with new quiz).

"Fundamentals of Signal Timing", Course Manual for TE-04, UC Berkeley Tech Transfer, 2001.

"Signal Timing for Dummies", Western ITE Annual Conference, San Diego, June 2000.

"Growing Pains or Growing Calmer?", International ITE Annual Conference, Dana Point, March 1996.

#### Dennis Jang, PE Mechanical Engineer



Dennis Jang is highly experienced mechanical engineer, having served as an air quality engineer for over 30 years with the Bay Area Air Quality Management District. He reviewed permit applications for coating operations, semiconductor manufacturing, natural gas-fired co-generation power plants, manufacturing facilities, as well as data center co-location facilities, to determine compliance with applicable Air District and State and Federal regulations. He possesses strong analytical skills for assessing new technologies, has familiarity with environmental data software, and is able to communicate with public and regulatory agencies.

#### EDUCATION

B.S., Mechanical Engineering University of California, Berkeley

#### REGISTRATION

Licensed Mechanical Engineer California No. M29832

#### SELECTED SKILLS

Project Management Mechanical Engineering Site Inspections Permit Review Engineering Review Regulatory Compliance Data Center Permitting Title V Permitting

#### **RELEVANT EXPERIENCE**

#### **Bay Area Air Quality Management District**

#### Air Quality Engineer

• Reviewed permit applications for coating operations, semiconductor manufacturing, nat gas fired cogeneration power plants, beverage can manufacturing facilities to determine compliance with applicable Air District, state, and federal regulations

• Conducted site visits at facilities

• Represented the District and testified at California Energy Commission hearings on power plant permit proceedings

#### Senior Air Quality Engineer

• Managed the federal Title V permit program administered by the District - included approximately 100 major facilities in Bay Area

- Developed policies and procedures for Title V permit program
- Processed and reviewed data center permit applications, developed policies and procedures for data center permitting

• Represented the District and testified at California Energy Commission hearings on data center permit proceedings

#### Supervising Air Quality Engineer

- Held supervisory leadership position, overseeing the work of other engineers and technical staff
- Reviewed permit applications processed by engineers, including applications for data centers, power plants, crematoria, large coating operations
- Ensured compliance with state and federal standards, including enforcement of existing regulations and development/implementation of new rules for air emissions
- Collaborated with other regulatory bodies (CARB, EPA)

#### South Coast Air Quality Management District

- Operated a network of air quality monitoring stations to measure pollutants like ozone, particulate matter (PM), nitrogen oxides (NOx) and volatile organic compounds (VOCs)
- Regulation and enforcement
- Permitting
- Public education and outreach

#### Kaylynn Rothleder, PE Electrical Engineer



Kaylynn Rothleder is highly experienced electrical engineer, having led numerous power, lighting and electrical system projects throughout Northern California. She has experience navigating electrical design codes (NFPA 70 National Electric Code, California Electric Code and Title 24), as well as having performed SKM power system studies, including load flow, short circuit, arc flash and breaker coordination. She is adept at quickly learning and creatively applying technologies to solve real-world problems. She is experienced using AutoCAD, Bluebeam, AmpCalc, Autodesk Revit and Navisworks.

#### **RELEVANT EXPERIENCE**

#### EDUCATION

B.S., Electrical Engineering California Polytechnic State University, San Luis Obispo

#### **SKILLS & EXPERTISE**

• Design and development of substation power routing for lab facilities

• Design and development of generators, UPS tie-ins to campus substations

• Datacenter colocation fit-outs and retrofits

• Healthcare domain experience

• Lighting and low voltage power systems

- AutoCAD
- Autodesk Revit
- SKM
- AmpCalc
- Agi32
- Bluebeam
- Navisworks

#### **Electrical Engineering**

- Designed electrical systems for mission critical facilities including data centers, labs, and industrial facilities.

- Prepared detailed electrical design documents, including power/lighting layouts, grounding plans, single line diagrams, and panel schedules.
- Ensured electrical designs are code compliant (NFPA70 NEC, CEC, Title 24)

- Performed SKM power systems studies including load flow, short circuit, arc flash and breaker coordination.

- Performed electrical field investigations for new projects and projects under construction.
- Provided construction administration services, including submittal/RFI review, contractor coordination, and final punch walk and report.
- Attended client facing meetings/workshops/design reviews to present work and respond to client feedback.

- Wrote electrical proposals for new projects and provided project hour estimates and work plans.

- Mentored, trained, and delegated work to junior members on the San Francisco electrical team.

#### Applied Materials EPIC Center, Sunnyvale, CA

- Package lead for demo and new work site packages from SD through DD for 597,600 sqft 37.5MW semiconductor R&D lab facility.

- Designed site duct bank routing for normal and emergency duct banks routing power from new campus substation and generator yards to new lab facility.

- Provided design for medium (12.47kV, 4.16kV) and low (480V,208V) voltage underground feeder/conduit sizing and routing for main 12.47kV switchgear, unit substations, and mechanical equipment feeds.
- Performed underground cable ampacity calculations using AmpCalc.
- Provided electrical design for new site lighting and parking lot lighting.
- Provided electrical design for new fire pump house.

#### Lockheed Martin High Bay Cleanroom, Sunnyvale, CA

 Led the electrical design through project completion for a 30,000 sqft existing high bay facility remodel. Upgrades included meeting ICD 705 SCIF facility compliance, modifying high bay space to a class 100K cleanroom, addition of a five story test stand.

- Developed full single line diagrams including, main feeder tie into existing campus unit substation (480V), sizing new generator, and sizing UPS system for IT loads. Designed electrical room layouts.
- Designed electrical requirements for new mechanical penthouse systems (air handling units, supply fans, fan coil units) including coordinating VFD requirements.

#### Meta Data Center Colocation Facility Fit-outs

- Managed a team of 3 designers, overseeing the production of full design documents and Revit models from SD through IFP for fit-outs and retrofits of various domestic datacenter colocation facilities.
- Conducted electrical load calculations based on customer rack loads to properly size and select electrical distribution equipment (PDUs, RPPs, transformers, distribution boards, busway).
- Designed electrical equipment layouts, busway sizing and layout, grounding, and lighting plans for data hall spaces.
- Reviewed and modified owner-provided electrical specifications to meet project-specific requirements.

#### Lockheed Martin Emergency Generator Replacement

- Provided design and CA services for replacement of three generators for three separate buildings on the Lockheed Martin Sunnyvale campus.
- Designed replacement of existing generators, replacement of existing automatic transfer switches, and sizing of new emergency and normal feeders.
- Coordinated generator's tie in to existing building management and alarm system.

#### Electrical Designer (2015-2019)

- Designed power and lighting systems for healthcare facilities (OSHPD compliant).
- Collaborated with other disciplines (mechanical, plumbing, architectural, sub contractors, facilities engineers) to ensure coordinated and proper design.
- Produced project design documents using Revit & AutoCad.
- Managed projects, responsibilities included writing proposals, managing billings, and coordinating directly with clients.

#### Sutter Health Medical Office Building Tenant Improvement Project

- Designed low voltage power systems and lighting systems for tenant fit out for a ninestory 250,000 square foot building.
- Attended design meetings and coordinated directly with architects and users for fit out of patient rooms and admin spaces.

#### Marin General Hospital

- Led electrical portion of construction administration phase and acted as primary on site electrical resource.
- Completed progress construction walkthroughs and reports.
- Provided construction administrative support for projects, including reviewing project submittals and specifications, responding to RFIs, and issuing ACD's and ASI's.
- Provided electrical design for existing hospital retrofit

#### Kaiser Santa Clara Radiology Center

- Provided electrical design for CT room upgrades.
- Coordinated directly with CT equipment vendor for electrical requirements for new CT unit.
- Attended in person design reviews with client and architect.

#### Mike Cheng, EIT Field Engineer/Inspector



Mike Cheng has experience with both office and site work on public and private projects. He is currently performing construction management functions as Assistant Resident Engineer and Inspector in Berkeley, CA at Bayer Corporation. His experience has included pavement, ramps, curb & gutter, grading, storm drains, utilities, landscaping, and irrigation. Following a successful career as a financial analyst, Mike Cheng returned to his roots in engineering utilizing his B.S. in Engineering, performing civil design work, construction management, and site inspections. He is a strong communicator, which is an asset in working with diverse, cross-functional teams. He also offers exceptional analytical skills and problem-solving abilities.

#### EDUCATION

MBA in General Management Harvard Business School

B.S. Engineering U.C. Berkeley

#### REGISTRATION

Engineer in Training

#### **SKILLS & EXPERTISE**

**Construction Management** Site Inspections **Constructability Review** PS&E Quality Control Submittal Review Quantities Tracking Grading Paving Sanitary Sewer Storm Drain ADA Improvements Structural and Non-Structural Concrete WPCP/SWPPP Demolition

#### **RELEVANT EXPERIENCE**

**City of South San Francisco TR2202 Curb Ramp Improvements:** As Assistant Resident Engineer and Inspector, Mike observed construction and performed inspections to ensure that work was in conformance with construction documents and specifications. He coordinated concrete and compaction testing with the general contractor and testing companies, and facilitated communication with the City and entire project team to resolve issues as they arose in the field. Mike also assisted the RE with the review of contractor submittals, required paperwork, and public relations communications with the neighbors.

Bollinger Canyon Road-Iron Horse Trail Bicycle/Pedestrian Overcrossing, San Ramon: As Staff Engineer, Mike assisted with reviewing improvement plans for construction staking.

Alameda County Public Works Project 2373 - Crow Canyon Road, Castro Valley: As Field Engineer/Inspector, Mike performed site visits and inspected roadway reinforcement, slide repair, and embankment work. He took progress photographs and participated in site meetings with client and contractors.

**Bayer Healthcare: Bay Park – Middle Section, Berkeley:** As Field Engineer/Inspector, Mike performed on-site observation/inspection to ensure that construction was in compliance with project plans and specifications. He conducted inspections on elements including the storm drain , sub-drain, sub-base, dowel holes/installation, rebar, and catch basin. Mike coordinated soil, concrete, and compaction testing, and also coordinated with PG&E for meter removal. Mike measured installed quantities, approved contractor invoices, and recorded construction activities to document construction progress.

**Watergate Condominium Renovation Project, Emeryville:** As staff engineer, updated prior engineering estimate of construction costs with current information for a project that included storm drain repair, sewer and landscape replacement, and concrete/pavement repair.

Mid-peninsula Regional Open Space District - Bear Creek Stables,

Los Gatos: As staff engineer, Mike performed plan review and grading plan preparation for internal roadways

**Dublin Concrete Grade Control Structure, Dublin:** As Staff Engineer, Mike assisted with preparation of calculations.

**Bayer Healthcare: Buildings B68 and B69 Service Road, Berkeley:** As Field Inspector, Mike performed onsite observation and inspections for internal road improvements. Elements included aggregate base, geotextile fabric, asphalt, concrete, and storm drain. Mike documented construction status, and ensured that construction was in compliance with project plans and specifications, and updated client on the progress.

**Bayer Healthcare: Depressed Area, Berkeley:** As Field Inspector, Mike performed on-site examinations of storm drain, asphalt, aggregate base, and puddling issues.

# **Scope of Services**



#### SCOPE OF SERVICES

As a civil engineering firm for 45+ years, Aliquot has experience with all manner of civil engineering, traffic engineering and construction management tasks. There are no tasks from the list below that Aliquot has not performed. See note below for sub-contractors.

Scope	of Services Tasks	Aliquot Capability
1.	Provide staff and services on on-call, as needed basis	<ul> <li>✓</li> </ul>
2.	Provide civil design and/or construction management services for repair and replacement of City infrastructure	
3.	Provide in-house personnel or sub-consultants for civil, mechanical, electrical, and landscaping architecture.	✓
4.	Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.	✓
5.	Review and develop standard plans and specifications.	✓
6.	Respond to plan check comments for building permits.	✓
7.	During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFIs; draft change orders; and review pay estimates	~

Aliquot has abundant experience in providing civil engineering services such as those that Alameda has requested in recent years, and indeed has experience in all of these types of projects.

Services from Previous Fiscal Years	Aliquot Capability				
<ol> <li>Street resurfacing and reconstruction, including pavement design.</li> </ol>	✓				
2. PCC curb, gutter and ramps.	✓				

3. Sewer and storm drain in-ground and above-ground pump stations.	~
4. Sewer and storm drain pipe replacement.	~
5. Shoreline upgrades and repairs, including rip rap, PCC seawalls, bridge abutments, and docks.	~
6. Lagoon pumps and weir systems.	~
<ol> <li>Park improvements, including play fields and courts, pathways, buildings, and field lighting.</li> </ol>	~
8. Site grading, retaining walls and utility replacement	~
9. Traffic signal and street lighting equipment replacement, including pole and cabinet foundations and conductors.	$\checkmark$

#### \*\* Note:

- 1. For Geotechnical and Materials Testing services, Aliquot will be partnering with
  - a. Fugro
  - b. Ninyo and Moore
- 2. For Landscape Architectural services, Aliquot will be partnering with
  - a. John Northmore Roberts and Associates

# **Organization Qualifications**



#### **ALIQUOT QUALIFICATIONS**

Aliquot's staff of 20 includes civil engineers, traffic engineers, and construction inspectors as well as professional land surveyors and survey technicians. Aliquot has provided civil engineering design for a wide range of public projects such as complete streets, roadway and intersection improvements, bicycle and pedestrian pathways, building construction and re-construction, ADA improvements, sewer and storm drain facilities, creek and shoreline material testing services, slide and embankment repairs, green infrastructure, park and multi-use trail construction and rehabilitation.

As such, we have extensive experience working with:

- 1. Street resurfacing and reconstruction, including pavement design and rehabilitation.
- 2. PCC curb, gutter and ramps.
- 3. Sewer and storm drain in-ground and above-ground pump stations.
- 4. Sewer and storm drain pipe replacement.

5. Shoreline upgrades and repairs, including rip rap, PCC seawalls, bridge abutments, and docks.

- 6. Lagoon pumps and weir systems.
- 7. Park improvements, including play fields and courts, pathways, buildings, and field lighting.
- 8. Site grading, retaining walls and utility replacement.

9. Traffic signal and street lighting equipment replacement, including pole and cabinet foundations and conductors.

We have a long record of collaborating effectively with numerous Bay Area cities, Counties and transportation Agencies including Oakland, Emeryville, Berkeley, South San Francisco, El Cerrito, San Leandro, Walnut Creek, Contra Costa County, Alameda County, Caltrans District 4, VTA, CCTC and ACTC.

A firm of our size offers several advantages, in that we do not have multiple layers of management. Our principals manage projects directly with strong technical knowledge, enabling us to be more agile, make decisions quickly, and shift resources to new tasks and changing priorities. Our team works closely with clients to assess needs, clarify objectives, and define the project scope. Engaging with clients helps us to identify potential solutions to engineering and survey related issues.

Our principal and staff have resident engineering experience which is carried into design/engineering, enabling plan development that minimizes constructability issues. On larger projects, constructability review period is built into the schedule. However, especially on smaller projects and at times on larger projects, pressure in bidding out the job and constructability review revisions are addressed hastily. With our staff, we are looking at constructability regularly. Factoring in engineering fundamentals is crucial, which can easily be overlooked with modern CADD driving the effort. Aliquot's team is constantly reviewing for adherence to engineering fundamentals and pride ourselves on putting out a better set of plans.

Aliquot's civil experience also extends into the private sector, ranging from residential projects to country clubs to large commercial projects with public street frontage and private roadways. This breadth of experience supports our credibility and increases our flexibility to conduct peer review of private land development projects.

Aliquot has abundant experience in civil engineering, landscape architecture, traffic and electrical engineering and construction management services in projects very similar to those of Alameda, listed in Exhibit A. Below are a summary of selected project examples (more detail can be found in the next section Relevant Experience):

• City of Oakland: Chelsea Drive Landslide Repair, Gravatt Dr. Storm Drain Repair, Safe Routes to School, ADA ramps/walkway/drainage improvements.

- Watergate Community, Emeryville: Sanitary Sewer and storm drain rehabilitation improvements. Lagoon rehabilitation improvements. Sanitary Sewer pump rehabilitation improvements. Road and sidewalk settlement Improvements.
- Bayer Campus, Berkeley: Sanitary Sewer and Storm drain rehabilitation improvements.
- City of Emeryville: storm drain rehabilitations, ADA improvement, greenway liner park, sidewalk rehabilitation, and pavement resurfacing
- City of South San Francisco: Traffic Calming, Green Infrastructure, and ADA Ramp improvement projects
- City of San Leandro: Safe Routes to School
- El Cerrito Shopping Center Rehabilitation Project: Rehabilitation of tens of thousands of retail and office square footage, including rehabilitation and re-alignment of utilities and parking lot.
- City of Sunnyvale: Bicycle and Pedestrian Improvements
- City of El Cerrito: Storm Drain Rehabilitation
- Caltrans District 4: On-call Hydraulics Engineering, On-Call Hydrology and Stormwater Management Services
- Contra Costa County Blackhawk/Crow Canyon, Geologic Hazard Abatement District (GHAD), Danville: On-call Surveying for slide repairs, creek restoration, storm drain improvements, drainage studies, and slope staking
- Mid-peninsula Regional Open Space District: Bear Creek Stables
- East Bay Regional Park District: Projects ranged from paved roadways to rugged terrain for trails, parks, and road access areas.
- Milpitas Town Center Shopping Center: Rehabilitation of tens of thousands of retail and office square footage, including rehabilitation and re-alignment of utilities and parking lot.
- South San Francisco: Construction management of ADA sidewalk ramps, storm drain improvements and related road construction. Peer review of engineering design, constructability review.
- Port of Oakland: Assessing, analyzing and reporting shoreline/berths on seawalls, sheetwalls, storm drain outfalls, rip rap and utility infrastructures.

We are excited about the opportunity to assist the City of Alameda by providing civil design services for upcoming infrastructure projects.

# References, Related Experiences, Examples



### Client References

#### ALIQUOT ASSOCIATES, INC.

#### Client: City of Oakland

Project Name/Description: City of Oakland Safe Routes to School 2021-2023, Task Order 01 Reference: Brian Sukkar, PE, TE, Traffic Engineer | 510-615-5566 | bsukkar@oaklandca.gov

#### **KEY ALIQUOT PERSONNEL ON THIS CONTRACT:**

- Robert Wong, PE, QSD/QSP, Principal-in-charge/Project Manager
- Adam Xu, PE, Civil Engineer
- Luis Montano, PE, Civil Engineer
- Vince D'Alo, PLS, Project Land Surveyor
- Mike Mussari, Survey

#### **TYPE OF WORK - IMPLEMENTATION DETAILS**

Aliquot engineered and prepared Bid PS&E for Task Order 1 on the City of Oakland's 2021 - 2023 Citywide Safe Routes to School project. Paths of travel through intersections were realigned at five school locations to provide safer and easier crossings for students and people with mobility challenges. The scope of work included complete design plans of new bulb-outs to shorten the pedestrian crossing distances with the addition of ADA compliant directional ramps and drainage improvements, and adjustments to streets to accommodate buses. High visibility crosswalks will also be installed along with new markings for the existing bike lanes. All designs comply with Caltrans standards, the City of Oakland's current design standards, and current California MUTCD.

- Reviewed all available data topographic survey, right-of-way maps, drainage/sewer, as-built plans, civil improvement plans, utility plans, aerial photos, current city standards, and existing traffic signal plan to engineer most cost effective and compliant design.
- Visited project sites to establish the design and for field review, as compared to topographic surveys, to verify locations of affected elements such as sidewalk, curb, gutters, drain inlets, manholes, building lines, light and power poles, pull boxes, signs, pavement markings, traffic signal poles and equipment, utilities and bus locations.
- Performed supplementary topographic surveying and right-of-way engineering
- Designed, engineered, and prepared PS&E.

#### Client: City of South San Francisco

### Project Name/Description: Supplemental Civil Engineering, Land Survey and Construction Management Services

ST1601 – Linden Ave Phase 1 Traffic Calming, 7/2020-8/2021

- ST1602 Linden Ave Phase 2 and Spruce Ave Traffic Calming, 2/2021 -9/2021
- ST2203 Concrete and Green Infrastructure Improvements, 11/2021-7/2022
- TR2202 2023 Curb Ramp Replacement, 1/2024-current
- ST2401 2024 Complete Street Improvements/SRTS, 9/2021 current

**Reference:** Angel Torres, PE | Senior Civil Engineer | City of South San Francisco | 650-829-6660 | angel.torres@ssf.net

Reference: Audriana Hossfeld, Senior Civil Engineer | 510-416-9874 | audriana.hossfeld@ssf.net

#### **KEY ALIQUOT PERSONNEL ON THIS CONTRACT:**

- Robert Wong, PE, QSD/QSP, Principal Engineer/Project Manager
- Adam Xu, PE, Civil Engineer
- Kevin Cheung, PE, Staff Civil Engineer
- Vince D'Alo, PLS, Project Land Surveyor
- Mike Mussari, Survey

#### **TYPE OF WORK - IMPLEMENTATION DETAILS**

Aliquot has provided supplemental Civil Engineering and Land Surveying services to support the construction management services for several City of South San Francisco roadway and infrastructure improvement projects (listed above). Project ST1601 involved re-engineering completed plans to comply with field conditions which included grading changes, asphalt concrete pavement rehabilitation, drainage, stormwater BMP implementation, corner bulb-outs, ADA compliant sidewalk and curb ramps, curbs, gutters, high-visibility crosswalks, bio-retention planters, temporary traffic control, traffic striping, pavement marking, sharrows, and rectangular rapid flashing beacons (RRFBs). Project ST1602 involved similar elements, as well as relocation of traffic signal loops and provided new roadway design, engineering and plans for bus shelter.

As Resident Engineer (RE) Robert Wong led Aliquot's team in providing the engineering surveying services as well as the construction management and inspection services to avoid construction deficiencies and defects and ensure compliance with the project contract, plans, and specifications. Aliquot provided civil engineering staff to create new design/plans and Field Engineer/Inspector daily to perform on-site observation and inspections, measure bid items, document completed quantities, take site progress photographs, and prepare engineer's Daily Reports. The RE and Field Engineer participated in problem-solving by recommending sound engineering and construction solutions. The Field Engineer also verified compliance with Caltrans specifications, ADA requirements, and SWPPP protocols.

Robert and Aliquot's civil engineering staff re-engineered many of the intersections/ADA ramps. Due to the complicated field conditions, very detail grading and engineering details where provided. This included working with the contractor to have the project built to City, Caltrans and PROWAG standards.

The construction management team reviewed, responded to, and tracked contractor RFIs and submittals, occasionally communicating with the design engineer, as needed, regarding design-related RFIs. The Field Engineers reviewed contractor invoices, reviewed quantity calculations and analyzed any variances, and processed payment applications. They also reviewed contractor-proposed change orders, calculated engineer's estimates, and processed contract change orders. Aliquot staff prepared weekly meeting agendas, led the meetings, prepared minutes, and monitored action items. Team members also reviewed Certified Payroll, prepared Weekly Statement of Working Days, and uploaded files to the City's e-Builder portal.

The RE and Field Engineers collaborated with the Contractor and the City on a regular basis interpreting the plans and specifications and addressing technical issues. Aliquot prepared and maintained a project budget projection to keep the City informed on budget status. The Field Engineer also coordinated and monitored required materials testing and inspection services. The project close-out process for these projects included substantial completion notification, punch list preparation and verification, and preparation of the engineer's semi-final and final estimate

#### Client: Contra Costa County Blackhawk/Crow Canyon, Geologic Hazard

Abatement District (GHAD) Danville, CA

**Project Name/Description:** Various projects including topographic surveys, creek restoration, hydrology and storm drain improvements and assessments, creating a channel alignment, mapping cross sections, engineering construction details and providing slope staking for slide repairs

Reference: Mike Sands | General Manager | 925-964-0823 | michael.sands@blackhawkghad.com

#### KEY ALIQUOT PERSONNEL ON THIS CONTRACT:

- Robert Wong, PE, QSD/QSP, Principal Engineer/Project Manager
- Mason Chin, Civil Engineer
- Vince D'Alo, Project Manager, Land Surveyor

#### **TYPE OF WORK - IMPLEMENTATION DETAILS**

Aliquot has been the on-call civil engineering and land surveying firm for the County's Geologic Hazard Abatement District for the last 15 years, completing various civil engineering and surveying projects for the Contra Costa County Blackhawk and its adjoining area. Projects included slide repairs, creek restoration, storm drain improvements, drainage studies, and topographic surveys. Construction administration support services were provided on many of the projects.

#### Client: HDR, for Caltrans District 4

**Project Name/Description:** Contract 04A6470, Task Orders #07 and #14 SM101 0.0/21.8 CAPM **Reference:** Chris Sewell, Assistant Vice President | HDR | 925-395-9522 | <u>Chris.Sewell@hdrinc.com</u>

#### **KEY ALIQUOT PERSONNEL ON THIS CONTRACT:**

- Robert Wong, PE, QSD/QSP, Principal Engineer/Project Manager
- Adam Xu, PE, Civil Engineer
- Luis Montano, PE, Civil Engineer

#### **TYPE OF WORK - IMPLEMENTATION DETAILS**

Aliquot is a subcontractor on this Caltrans storm drain improvement project along 21 miles of U.S. Highway 101 in San Mateo County from Post Mile (M) 010 to 21.8 (From Santa Clara County Line to 0.3 mile south of the Grand Avenue interchange). Aliquot is supporting HDR in preparation of PS&E and drainage studies for rehabilitation or replacement of roughly 40% of the approximately 600 culvert segments within the project limits. Proposed improvements are studied and designed to maintain and improve existing drainage patterns, as well as to minimize impacts to cross drain facilities such as canals, creeks, open channel, and natural slough within the project limit.

- Researched and compiled supporting materials, including calculations and watershed maps, and developed the Draft Drainage Report.
- Prepared preliminary drainage plan sheets and continuing to develop the Draft Drainage Report
- Prepared Final Drainage Report and PS&E incorporating team comments
- Drainage Report includes watershed characteristics including drainage area, topography and soil characteristics, and existing drainage patterns

- Drainage Report addresses hydrology design criteria, on-site drainage criteria, off-site hydrologic and hydraulic characteristics, and existing creeks and canals
- Drainage Report assesses other conditions including waterway flood plains, sea level rise, and water quality.

#### Client: City of Emeryville

Project Name/Description: Christie Ave Lane Reduction Civil

Engineering and Right-of-Way Engineering, CIP No. 14254004. And Various land surveying projects throughout the city over a span of 15 years.

**Reference:** Maurice Kaufman PE, LS | Retired City of Emeryville Public Works Director & City Engineer | 510-570-9350 | <u>mkaufman2726@gmail.com</u>

#### **KEY PERSONNEL ON THIS CONTRACT:**

- Robert Wong, Principal-in-Charge/Project Manager/Civil Engineer
- Kevin Cheung, P.E., Civil Engineer
- Vince D'Alo, Principal Land Surveyor

#### **TYPE OF WORK - IMPLEMENTATION DETAILS**

Aliquot was retained by the City of Emeryville to convert vehicular travel lane through a heavily used street into a Class I Bikeway and C.3 facility. This project required the study and design of a multimodal route through Christie Avenue between Powell Street and Shellmound Street, as well as redesigning three existing impacted intersections. Aliquot provided right of way engineering, engineering design, hydrology and hydraulics calculations, land surveying services and signal modification. The services in the Conceptual Design Phase included topographic survey, final conceptual design, and preliminary cost estimate. The Detailed Design Phase included PS&E documents. The project required eliminating one of the travel lanes and merging it with the existing sidewalk to create a separate Class I Bike Path and a separate pedestrian walkway. In addition, a C.3 bio-retention basin landscape strip was incorporated into the project. Aliquot managed a team of consultants and met the City's schedule and construction cost expectations.

# **Billing Rates**





### Hourly Rates and Special Fixed Fee Agreement Provision Through June 30, 2026

Principal\$	258.00
Project Manager\$	254.00
Project Engineer/Supervisor\$	238.00
Senior Engineer/Senior Surveyor\$	219.00
Associate Engineer/Associate Surveyor\$	200.00
Staff Engineer/Staff Surveyor \$	186.00
Computer Designer/Surveyor/Assistant Engineer\$	169.00
Designer/Data Management\$	148.00
Computer Aided Design/Drafting\$	128.00
CAD Technician 2\$	114.00
CAD Technician 1\$	95.00
One-Person Field Party\$	260.00
Two-Person Field Party\$	343.00
Two-Person Dual Chief Field Party\$	364.00
Three-Person Field Party\$	483.00
Project Assistant\$	115.00
Administrative Assistant\$	96.00
Delivery (Minimum)\$	60.00

#### **Expert Witness Services**

Expert Witness – All Case Matters * \$	316.00
Expert Witness – Deposition *\$	430.00
Per Court Appearance (Minimum)\$	5,000.00

Late Fees are charged at 1.5% per month or 18% per annum on all past due balances. This applies to any unpaid balance commencing 30 days after the date of the original billing.

The following extra fees will be billed in addition to, and independent of, the hourly rates listed above (Fixed Fee Agreement will be adjusted to reflect the increases for the following services):

- 1) Prints, Reproducible, Delivery Service and Express Mail Services will be billed at cost plus 15%.
- 2) Mileage reimbursement will be billed at 0.67¢ per mile.
- 3) Travel time on items indicated by asterisks. \*

Field Survey Crew Mobilizations: The staking fee for lump sum contracts anticipates one mobilization per 8 hours of field work. If Client requests a field crew to complete a staking item in the contract to mobilize more than once per 8 hours of work, the Client will incur an additional cost of \$700.00 per mobilization.

Field Survey Crew rates are subject to increase once a year, which is based on the Master Agreement between Operating Engineer Local Union No. 3 and California & Nevada Civil Engineers and Land Surveyors Associations, Inc. Office rates are subject to increase on July 1<sup>st</sup> each year. Fixed fee agreements will be adjusted on July 1<sup>st</sup> to reflect the above increase for any services performed after July 1<sup>st</sup>.

Aliquot Associates, Inc. | Website: www.aliquot.com | Telephone: (510) 601-5101 | Fax: (510) 601-5171

OAKLAND 255 3rd Street, Suite 103 | Oakland, CA 94607

WALNUT CREEK 1390 S. Main Street, Suite 310 | Walnut Creek, CA 94596

# End



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ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE							мм/dd/үүүү) 29/2025		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder i If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	to th	e te	rms and conditions of th	e polic	y, certain po	olicies may r			
PRODUCER				CONTA NAME:					
AssuredPartners Design Professionals	Insu	Irano	ce Services, LLC				FAX (A/C, No):		
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CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	,000
X Contractual Liab							MED EXP (Any one person)	\$ 10,00	0
Included							PERSONAL & ADV INJURY	\$2,000	,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000	,000
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AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)		
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C WORKERS COMPENSATION		Y	57WEGAG5TLZ		7/1/2024	7/1/2025	X PER OTH- STATUTE ER		
	N/A						E.L. EACH ACCIDENT	\$ 1,000	,000
OFFICER/MEMBER EXCLUDED?	м, А						E.L. DISEASE - EA EMPLOYEE	\$ 1,000	,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	,000
B Professional Liability			USS2434806		6/18/2024	6/18/2025	Per Claim Aggregate Limit		0,000 0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Employers Liability. Project #225017.00 – On-Call Civil Engineering Services City of Alameda. City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as an additional insured as respects general liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEVERABILITY OF INTERESTS Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: See Attached									
CERTIFICATE HOLDER				CANO	ELLATION	30 Day Notice	e of Cancellation		
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
		L	nitial C 5/12/2025	4	liveri	S.			
I		_		L	© 19	88-2015 AC	ORD CORPORATION.	All righ	nts reserved.

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**ACORE** 

AGENCY CUSTOMER ID: ALIQASS-01

LOC #:

### **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY AssuredPartners Design Professionals Insurance Services, LLC	NAMED INSURED Aliquot Associates, Inc. 1390 South Main, Ste. 310 Walnut Creek CA 94596		
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	
ADDITIONAL REMARKS			

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE 25 FORM NUMBER:

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



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.

 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

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  $\mathbf{F}$ . – 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.

#### BUSINESS LIABILITY COVERAGE FORM

- 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 "productscompleted 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 "productscompleted 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 "productscompleted 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:

- (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.

#### 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.

#### 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:

- 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:

#### BUSINESS LIABILITY COVERAGE FORM

- (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.

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.

#### 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  $\mathbf{k}$ . of Section  $\mathbf{A}$ . – 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 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.

#### BUSINESS LIABILITY COVERAGE FORM

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 selfinsured 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.

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

 Policy Number: 57WEGAG5TLZ
 Endorsement Number:

 Effective Date: 07/01/2024
 Effective hour is the same as stated on the Information Page of the policy.

 Named Insured and Address:
 Aliquot Associates, Inc.

 1390 South Main, Ste. 310
 Walnut Creek, CA 94596

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

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

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

SCHEDULE

#### **Person or Organization**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Elist.

Countersigned by

Authorized Representative

#### Job Description

**Policy No.** 520 9888-A12-05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### CMP-4786.1 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: BUSINESSOWNERS AUTO FORM

#### SCHEDULE

Policy Number: 520 9888-A12-05 Named Insured: ALIQUOT ASSOCIATES, INC 255 3RD ST STE 103 OAKLAND, CA 94607

#### Name And Address Of Additional Insured Person Or Organization:

City of Alameda Public Works Department The City, its City Council, boards, commissions, officials, employees, agents, and volunteers <u>Project:</u> 225017.00 - On-Call Civil Engineering Services City of Alameda 950 West Mall Square #110 Alameda, CA 94501

With respect to coverage provided by this endorsement, the provision of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are insureds under the who is an insured provision of the coverage for. This endorsement does not alter coverage provided in the coverage form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Each person or organization shown in the schedule is an insured for liability coverage, but only to the extend that person or organization qualifies as an insured the who is an insured provision contained in section II of the coverage form.

AND all other Owner Parties and all of their divisions, subsidiaries, partners, partnerships, shareholders, affiliated companies, successors and assigns, officers, directors, managers, members, agents, servants and employees, as additional insureds, but only with respect to legal liabilities or claims caused by, arising out of or resulting from the acts or omissions of the named insured or of others performed on behalf of the named insured.

**Policy No.** 520 9888-A12-05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### 6197E WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

#### SCHEDULE

Policy Number: 520 9888-A12-05 Named Insured: ALIQUOT ASSOCIATES, INC 255 3RD ST STE 103 OAKLAND, CA 94607

#### Name And Address Of Additional Insured Person Or Organization:

City of Alameda Public Works Department The City, its City Council, boards, commissions, officials, employees, agents, and volunteer Project: 225017.00 - On-Call Civil Engineering Services City of Alameda 950 West Mall Square #110 Alameda, CA 94501

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

It is agreed that we have no right of subrogation against the person or organization whose name is shown immediately following the title of this endorsement on the Declarations Page to the extent that you have waived your legal right to recover from that person or organization pursuant to a written contract you had duly executed with that person or organization prior to the accident or loss.

ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE							мм/dd/үүүү) /12/2025			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER	<b>3</b>			CONTACT NAME:						
<i>StateFarm</i>				PHONE (A/C, No,	Ext): 510-72	4-6866	FAX (A/C. No)	. 510-72	24-2813	
JEFF MARI	KS STATE FARM	1 AGE	NCY	E-MAIL ADDRESS		RKS.TWXJ@	STATEFARM.COM	•		
1920 SAN I	PABLO AVENUE			INSURER(S) AFFORDING COVERAGE NAIC #					NAIC #	
PINOLE			CA 94564	INSURER A : State Farm Mutual Automobile Insurance Company 25178					25178	
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				INSURER	C :					
ALIQUOT ASSC	*			INSURER	D :					
255 3RD ST STE	= 103		CA 04007	INSURER	E:					
OAKLAND		<u></u>	CA 94607	INSURER	F:					
COVERAGES THIS IS TO CERTIFY THAT T			E NUMBER: RANCE LISTED BELOW HA				REVISION NUMBER:			
INDICATED. NOTWITHSTAND CERTIFICATE MAY BE ISSUE	DING ANY REQUI	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY DED BY T	CONTRACT	OR OTHER	DOCUMENT WITH RESP	ЕСТ ТО	WHICH THIS	
EXCLUSIONS AND CONDITION	ADD	SUB			POLICY EFF	POLICY EXP				
LTR TYPE OF INSURANC		WVD	POLICY NUMBER	(	MM/DD/YYYY)	(MM/DD/YYYY)	LIM			
							EACH OCCURRENCE DAMAGE TO RENTED	\$		
	OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$		
GEN'L AGGREGATE LIMIT APPL	IES PER:						GENERAL AGGREGATE	\$		
POLICY PRO- JECT							PRODUCTS - COMP/OP AGG	-		
								\$		
AUTOMOBILE LIABILITY			520 9888-A12-05	(	02/12/2025	02/12/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,00	0,000	
X ANY AUTO							BODILY INJURY (Per person)			
A AUTOS ONLY AU	HEDULED X						BODILY INJURY (Per accident	\$ 2,00	0,000	
	N-OWNED TOS ONLY						PROPERTY DAMAGE (Per accident)	\$ 2,00	0,000	
								\$		
	OCCUR						EACH OCCURRENCE	\$		
EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$		
DED RETENTION \$							PER OTH-	\$		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXI							STATUTE ER	\$		
OFFICER/MEMBER EXCLUDED?		۱					E.L. EACH ACCIDENT	\$		
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS	halaw						E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT			
DESCRIPTION OF OPERATIONS	below							φ		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: 225017.00 – On-Call Civil Engineering Services City of Alameda Additional Insured City of Alameda Public Works Department The City, its City Council, boards, commissions, officials, employees, agents, and volunteer										
CERTIFICATE HOLDER CANCELLATION										
City of Alameda Public Works Department					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
950 West Mall S	•						. C.			
Alameda CA 94501					Mercedes Cuevas					

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Alameda

CA 94501

**Policy No.** 520 9888-A12-05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### CMP-4786.1 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: BUSINESSOWNERS AUTO FORM

#### SCHEDULE

Policy Number: 520 9888-A12-05 Named Insured: ALIQUOT ASSOCIATES, INC 255 3RD ST STE 103 OAKLAND, CA 94607

#### Name And Address Of Additional Insured Person Or Organization:

City of Alameda Public Works Department The City, its City Council, boards, commissions, officials, employees, agents, and volunteers <u>Project:</u> 225017.00 - On-Call Civil Engineering Services City of Alameda 950 West Mall Square #110 Alameda, CA 94501

With respect to coverage provided by this endorsement, the provision of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are insureds under the who is an insured provision of the coverage for. This endorsement does not alter coverage provided in the coverage form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Each person or organization shown in the schedule is an insured for liability coverage, but only to the extend that person or organization qualifies as an insured the who is an insured provision contained in section II of the coverage form.

AND all other Owner Parties and all of their divisions, subsidiaries, partners, partnerships, shareholders, affiliated companies, successors and assigns, officers, directors, managers, members, agents, servants and employees, as additional insureds, but only with respect to legal liabilities or claims caused by, arising out of or resulting from the acts or omissions of the named insured or of others performed on behalf of the named insured.