

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of September, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **BSK ASSOCIATES**, a (California S Corporation, whose address is **399 LINDBERGH AVENUE, LIVERMORE, CALIFORNIA 94551** (“**Provider**” or “**Contractor**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Geotechnical Engineering and Construction Testing services. City staff issued an RFP on March 17, 2025 and after a submittal period of twenty-one days received nine timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on September 2, 2025.
- E. The City and Provider desire to enter into an agreement for on-call Geotechnical Engineering and Construction Testing services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence the 4th day of September 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

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

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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


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

10. INSURANCE:

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

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

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

 AB
Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers’ Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

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

(3) Automotive:

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

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

or

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

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

(4) Professional Liability:

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

\$2,000,000 each claim

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

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

16. RECORDS:

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

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

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

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

17. NOTICES:

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

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

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

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

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

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

BSK Associates
399 Lindbergh Avenue
Livermore, CA 94551
ATTENTION: Cristiano Melo, PE, GE, Branch Manager
Ph: (925) 315-3151 / Email: cmelo@bskassociates.com

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

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

18. SAFETY:

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

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

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

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within ten (10) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. PREVAILING WAGES:

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

27. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 27 through 29 of this Agreement, the terms “claim”, “contractor”, “public works project” and “subcontractor” shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that

f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

28. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

30. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

31. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

32. SIGNATORY:

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

33. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and

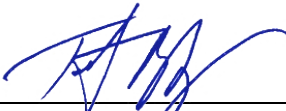
conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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


BSK ASSOCIATES
California corporation

CITY OF ALAMEDA
a municipal corporation



Tim Rodriguez
Vice President

Jennifer Ott
City Manager




Aaron Badavinac
CFO

RECOMMENDED FOR APPROVAL

Signed by:


Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


Len Aslanian
Assistant City Attorney

STATEMENT OF QUALIFICATIONS
FOR
REQUEST FOR PROPOSALS
GEOTECHNICAL ENGINEERING AND CONSTRUCTION
TESTING SERVICES



Submitted on April 7, 2025 by:



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DIR #100003557

Primary Point of Contact:
Mr. Cristiano Melo, PE, GE
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Table of Contents

1.	COVER LETTER.....	1
2.	DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS.....	2
2.1	BSK Personnel	3
2.2	BSK’s Subcontractors.....	7
3.	ORGANIZATION QUALIFICATIONS.....	9
3.1	Description of BSK Associates.....	9
3.2	Geotechnical Engineering Services	9
3.3	Materials Testing and Laboratory Services.....	10
3.4	Caltrans Certifications	11
3.5	Experience Working with Federally Funded Projects	11
3.6	Safety and Health.....	12
3.7	Similar Contract Experience.....	12
4.	REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK	15
5.	REFERENCES	20
6.	RATE SCHEDULE	21
7.	SAMPLE AGREEMENT AND INSURANCE	21

Appendix A – Resumes

Appendix B – Rate Schedule

Appendix C – Requested Agreement Revisions

Appendix D – Sample Certificate of Insurance





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1. COVER LETTER

April 7, 2025

BSK Proposal No. P25000385

Mr. Scott Wikstrom, PE – City Engineer
City Hall West, Public Works Department
950 West Mall Square, Room 110
Alameda, California 94501

SUBJECT: Statement of Qualifications for Geotechnical Engineering & Construction Testing
Services, City of Alameda, California

Dear Mr. Wikstrom:

BSK Associates (BSK) is pleased to provide our Statement of Qualifications (SOQ) in response to the City of Alameda's (City) Request for Proposals (RFP) for Geotechnical Engineering and Construction Testing Services issued on March 17, 2025. BSK is well qualified to provide the scope of services discussed in the RFP. This is demonstrated by the qualifications presented in this SOQ. Furthermore, we encourage the City staff to reach out to all our references provided in this SOQ to confirm BSK's performance on similar on-call contracts.

BSK brings over 58 years of experience in Northern California supporting public agencies. Our Bay Area team is particularly adept at providing geotechnical and material testing services to Cities and Counties through on-call agreements. About 75 percent of our Bay Area projects belong to public agencies. BSK currently holds on-call contracts with municipal and public agency clients throughout the San Francisco Bay Area including the Cities/Towns of Alameda, American Canyon, Belmont, Berkeley, Brentwood, Dublin, El Cerrito, Fremont, Livermore, Los Gatos, Oakley, Pacifica, Pleasanton, San Mateo, San Ramon, Tracy, Vallejo, and Walnut Creek, as well as Alameda County, Contra Costa County, the Central Contra Costa Sanitary District, and the Hayward Area Recreation and Park District.

BSK's services for this contract will be provided by our Bay Area office and laboratory located at 399 Lindbergh Avenue in Livermore, California in Alameda County. BSK's primary point of contact person and project manager for this contract will be Mr. Cristiano Melo, PE, GE, who currently serves as the Branch Manager of our Bay Area office and laboratory. He has been practicing geotechnical engineering in the Bay Area for over 24 years and manages many of our on-call contracts listed above for BSK with public agencies. Mr. Melo can be reached at 925-872-7899 or at cmelo@bskassociates.com and he is authorized to negotiate a contract with the City on BSK's behalf.

Our BSK team looks forward to continue to provide the City with our services in a professional, cost-effective, and timely manner. If there are any questions regarding our submittal, please contact Mr. Melo. Thank you for your consideration.

Respectfully submitted,
BSK Associates

A handwritten signature in blue ink, appearing to read 'Omar K. Khan'.

Omar K. Khan
Senior Project Geologist

A handwritten signature in blue ink, appearing to read 'Cristiano Melo'.

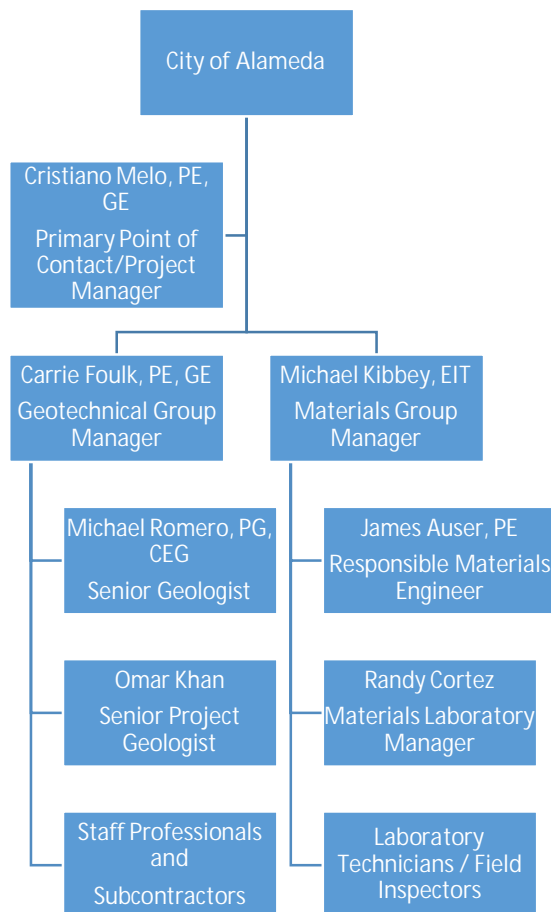
Cristiano Melo, PE, GE
Primary Point of Contact/Project Manager

2. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

BSK will serve the City with on-call engineering consulting services primarily from our Bay Area office and laboratory located at 399 Lindbergh Avenue in Livermore, California. We can support the City with on-call engineering services during investigation, design, and construction of its projects. Our proposed approach and management plan for providing these services will begin with our proposed project managers for this contract, Mr. Cristiano Melo, PE, GE (who will be in charge of the overall contract and geotechnical services) and Mr. Michael Kibbey, EIT (who will be in charge of special testing and inspection services). Both have worked closely with numerous Cities and agencies in the Bay Area and have an open communication style and common-sense approach to project management and on-call engineering problem solving. They will work closely with City staff to understand scope of services to provide a cost-effective yet thorough proposal.

Prior to providing a proposal and fee estimate, we do a significant amount of research for the project to make sure that we are providing a comprehensive, yet cost-effective scope of services. This research generally includes reviewing geologic maps, seismic hazard maps (liquefaction, landslides, and fault zones), groundwater data, and existing geotechnical and/or geological data. Whenever previous subsurface data is available for a site, we will incorporate such data to help reduce our scope and fee for subsurface investigation.

Below is our BSK team's organization chart.



2.1 BSK Personnel

BSK’s Bay Area personnel are highly experienced at providing on-call consulting services to municipalities and public agencies. Brief biographies of BSK’s key team members are provided below. The team presented below represents our key personnel; however, several additional staff members are available to support the City and this contract as needed. These key team members have and continue to work together on various public agency on-call contracts. Resume of our key personnel are presented in Appendix A of this SOQ.

Cristiano Melo, PE, GE – Primary Point of Contact/Project Manager/Lead Geotechnical Engineer



Years of Experience	24 Years
Years with BSK	11 Years
Education	MS, Civil Engineering University of Idaho, 2000 BS, Civil Engineering University of Idaho, 1997
Professional Registrations	Registered Geotechnical Engineer, California, No. 2756 Registered Civil Engineer, California, No. 64025 Registered Civil Engineer, Nevada, No. 27349
Key Qualifications	Experience with support and oversight of geotechnical engineering and materials testing services.

Mr. Cristiano Melo will serve as the primary point of contact and project manager for this contract as well as the lead geotechnical engineer. Mr. Melo is very familiar with on-call services with municipal clients, serving as BSK’s main point of contact for BSK’s current on-call contracts with the Cities/Towns of Alameda, Belmont, Berkeley, Brentwood, Dublin, Los Gatos, Oakley, Pacifica, San Pablo, Vallejo, and Walnut Creek, Contra Costa County, the Central Contra Costa Sanitary District, and the Hayward Area Recreation and Park District. He has over 24 years of geotechnical and materials testing experience in the Bay Area and Central Valley supporting projects ranging from design of shallow and deep foundations to retaining walls, geotechnical peer reviews, pavement evaluation and rehabilitation studies, emergency response to storm drain damage and geologic hazards, earthwork, hillside grading, site drainage, subgrade stabilization, slope stability analysis, and GHAD support. He is also experienced in managing construction observation and testing services.

Carrie L. Rodriguez, PE, GE – Geotechnical Group Manager/Senior Geotechnical Reviewer



Years of Experience	24 Years
Years with Firm	11 Years
Education	MS, Geotechnical Engineering, University of California, Berkeley, 2002 BS, Civil Engineering, University of Washington, 1996
Professional Registrations	Registered Geotechnical Engineer, California, No. 3016 Registered Civil Engineer, California, No. 62240
Key Qualifications	Experience with support and oversight of geotechnical engineering for on-call contracts.

Ms. Carrie Rodriguez is a licensed Civil and Geotechnical Engineer in the State of California and has over 24 years of geotechnical experience providing geotechnical engineering consulting for public and private sector clients, including an extensive number of school districts. Her expertise covers many levels of project responsibility including scoping, conducting field and laboratory investigations, performing



engineering analyses, preparing reports, and coordinating and providing construction services. Ms. Rodriguez will serve as senior geotechnical reviewer for this contract. She currently serves as the Geotechnical Group Manager for the Bay Area and the primary point of contact for BSK’s on-call contracts with the Cities of Livermore and Pleasanton and Alameda County Public Works Agency.

Michael Romero, PG, CEG – Senior Registered Geologist



Years of Experience	8 Years
Years with BSK	8 Years
Education	BS, Geology California State University, San Jose, California, 2016
Professional Registrations	Registered Geologist, California, No. 9869 Registered Certified Engineering Geologist, California, No. 2788
Key Qualifications	Experienced in performing geotechnical investigations and geologic hazards evaluations.

Mr. Michael Romero will assist with the geological aspects for this contract. Mr. Romero has been with BSK for over 8 years, and he is a registered Professional Geologist and a Certified Engineering Geologist (CEG) in the State of California with over 8 years of experience. His professional expertise ranges from conducting geotechnical investigations, geologic and seismic hazards evaluations, assessment and mitigation of slope instability and erosion problems associated with hillside grading and creek and shoreline erosion, emergency response to storm drain damage and landslides, fault studies, and geotechnical peer reviews. He is very familiar with the geological formations and related geohazards throughout the Bay Area.

Omar Khan – Senior Project Geologist



Years of Experience	19 Years
Years with Firm	6 Years
Education	BS, Geology, University of the Pacific, Stockton, 2004
Registrations	Alternative Radiation Safety Officer – Livermore Nuclear Moisture/Density Gauge 40-hour HAZWOPER
Key Qualifications	Experienced in performing geotechnical investigations, geologic hazards assessments, and managing projects.

Mr. Khan will assist BSK’s geotechnical engineers and certified engineering geologists with geotechnical and geology-related services for this contract. He will also assist with project management during geotechnical investigations and during construction. Mr. Khan has over 19 years of experience working in northern California. His professional expertise ranges from conducting geotechnical investigations, geologic and seismic hazards evaluations, assessment and mitigation of slope instability and erosion problems associated with hillside grading and creek and shoreline erosion, emergency response to storm drain damage and landslides, fault studies, and geotechnical peer reviews. He is very familiar with the geological formations and related geohazards throughout the Bay Area.

Statement of Qualifications
 Geotechnical Engineering & Construction Testing Services
 Alameda, California

BSK Proposal No. P25000385
 April 7, 2025
 Page 5

Michael Kibbey, EIT – Materials Group Manager/Materials Task Manager



Years of Experience	16+ Years
Years with BSK	4 years
Education	BS, Civil Engineering California Polytechnical State University, San Luis Obispo, 2008
Professional Registrations	Engineer-in-Training (E.I.T.), California, No. 128476 Nuclear Moisture/Density Gauge
Key Qualifications	Experienced with management and support of special inspection and construction materials testing projects. Livermore and San Jose CSD Group Manager.

Mr. Kibbey is BSK’s Bay Area Construction Group Manager and has over 16 years of experience providing and managing material testing and special inspection services on a multitude of projects. He will serve as Materials Task Manager for this contract and will assist this team with coordination of field staff, delivery and quality control of field reports, and provide technical guidance to field staff as needed. He is extremely responsive and an excellent communicator that can be counted on to perform his duties in a thorough and professional manner while integrating our team as an extension of the City.

James Auser, PE – Senior Materials Engineer



Years of Experience	30+ Years
Years with Firm	16 Years
Education	BS, Civil Engineering, California State University, Chico, 1994
Professional Registrations	Civil Engineer, California, No. 59941, ACI Field Testing Technician Grade I, ICC - Reinforced Concrete, Structural Masonry, Prestressed Concrete, Nuclear Moisture/Density Gauge
Key Qualifications	Materials Engineer specializing in concrete construction and their constituents.

Mr. Jim Auser will serve as the Senior Materials Engineer for this contract and is the licensed engineer for BSK’s Livermore laboratory. He is a licensed Civil Engineer in the State of California and has developed a significant amount of hands-on experience during his over 30-year career in the construction industry. As a registered civil engineer, he provides significant levels of support to our clients in his role as project manager and responsible engineer. His project specific duties cover a wide range of services, including mix design preparation, job specification review and review of project construction submittals. He provides engineering oversight for BSK’s field inspectors/technicians. Mr. Auser specializes in concrete construction and their constituents, as well as in the development of specialty load test applications. He is flexible, creative and cost conscious in his engineering approach, and consistently works cooperatively with project teams at all levels.



Statement of Qualifications
 Geotechnical Engineering & Construction Testing Services
 Alameda, California

BSK Proposal No. P25000385
 April 7, 2025
 Page 6

Randy Cortez – Materials Laboratory Quality Manager



Years of Experience	20 Years
Years with Firm	8 Years
Education	Antelope Valley College, Lancaster, California California State University, Northridge, California
Professional Registrations	Various NICET Certifications ACI -Concrete Field Testing, ACI -Strength Testing, OSHA 10-hour Construction, Various Caltrans Test Methods, and Superpave AAHSTO and ASTM test methods
Key Qualifications	Experienced in laboratory testing of soils, asphalt, concrete and steel materials. Very experienced with Caltrans test methods and Superpave methodology.

Mr. Randy Cortez will be responsible for oversight, execution, and the timely delivery of all laboratory testing for this contract. Mr. Cortez has 20 years of experience in laboratory testing, encompassing a wide range of work including soils, asphalt, concrete, masonry and steel. He has managed three different laboratories in southern California as well as various mobile laboratories for projects ranging from Caltrans District labs to on-site airport laboratories. Mr. Cortez oversees all BSK laboratories to make sure the laboratories are meeting current industry standards.

Engineering Technicians & Special Inspectors

The table below lists the inspectors that have supported BSK’s construction services on various projects throughout the Bay Area, including at the City. Each team member brings extensive qualifications and experience with materials testing of soils, hot mix asphalt and concrete, and special inspections. They maintain various certifications in these areas as appropriate. The table below summarizes the qualifications of our key inspection staff.

INSPECTOR	EAR	HMA	ACI	RC	MAS	PC	CWI	SSW	SSB	FP
Randy Cortez	X	X	X							
Matt Lagerstrom	X	X								
David Eckhardt	X	X								
Dennis Ness	X		X	X	X		X	X	X	X
Keven Evans	X		X	X				X	X	
Ken Clark	X	X	X							
Magnum Miller	X	X	X							X
Scott Orr	X	X	X							
Don Steckbar	X		X	X						X
Nader Henin	X		X	X	X	X		X	X	X
Jinhui Lin	X		X	X	X			X	X	X
Kyle Clark			X		X					
Muhammad Ahmad	X		X		X					X
Erik White	X									
Kou Yang	X	X	X							
Legend:	EAR = Earthwork/Soil HMA = Hot Mix Asphalt/AC Pavement ACI = Concrete Sampling/Testing MAS = Masonry				CWI = AWS Certified Welding Inspector SSW = Structural Steel Welding SSB = Structural Steel Bolting FP = Fireproofing RC = Reinforced Concrete PC = Pre-stressed Concrete					

2.2 BSK's Subcontractors

All engineering and technical consulting services associated with geotechnical engineering and construction services for this contract will be provided by BSK's in-house staff. BSK does not intend to hire any subconsultants at this time. Vendor-type outside services that we expect to include as part of our services would be provided by drilling, cone penetration testing (CPT), soil disposal, traffic control, utility locating, and specialized laboratory testing subcontractors, which is the norm in our industry. There is a distinct difference between a subconsultant, who provides engineering and technical support (i.e., intellectual services) on a project and a subcontractor, who provides contractor-related services, such as utility locating, concrete coring, excavation, or drilling to a consultant (i.e., physical services).

The table below lists most of the subcontractors we intend to use on City projects. BSK has a good working relationship and many years of experience successfully working with our subcontractors.



Statement of Qualifications
 Geotechnical Engineering & Construction Testing Services
 Alameda, California

Exhibit A
 BSK Proposal No. P25000385
 April 7, 2025
 Page 8

Supporting Subcontractors and Respective Roles	California Entity Number	DIR Number
Taber Drilling Drilling, CPT, and Coring Services	C3049687	1000010556
Exploration GeoServices Drilling and Coring Services	C1278437	1000030055
ConeTec, Inc. Drilling, CPT, and Geophysical Services	4169548	1000063595
AWP Safety (formerly known as Statewide Traffic) Traffic Control Services	C3490603	1000001109
CMC Traffic Control Specialists Traffic Control Services	C2413494	1000006503
1 st Call Utility Locating Utility Locating Services	201522910104	1000063966
Cooper Testing Laboratory Laboratory Testing and Analyses	C1679629	N/A
CERCO Analytical Laboratory Corrosivity Testing	C1769681	N/A
Advanced Geological Services Geophysical Services	2742321	1000021403



3. ORGANIZATION QUALIFICATIONS

3.1 Description of BSK Associates

Founded in 1966, BSK Associates has been in business for over 58 years and is a 100 percent employee-owned California S-corporation that provides construction observation/materials testing/special inspection, geotechnical and environmental consulting services, and analytical laboratory services. Over the past 5 years, BSK has had a steady staff of approximately 200 employees distributed amongst offices and laboratories throughout the States of California and Washington. BSK’s Livermore (Bay Area), Fresno, and Bakersfield offices also house soils and materials laboratories accredited by the AASHTO Accreditation Program. The table below summarizes BSK’s office locations. BSK is a registered public works contractor with the Department of Industrial Relations (DIR) – registration number 1000003557.

BSK OFFICES
BSK Bakersfield (San Joaquin Valley): 700 22nd Street, Bakersfield, CA 93301
BSK Fresno (Corporate and Central Valley): 691 N. Laverne Avenue, Suite 101, Fresno, CA 93727
BSK Fresno Analytical Laboratory (National Reach): 687 N. Laverne Avenue, Fresno, CA 93727
BSK Livermore (Bay Area): 399 Lindbergh Avenue, Livermore, CA 94551
BSK San Jose (South Bay Area): 2510 Seaboard Avenue, San Jose, CA 95131
BSK Belmont Storage Facility: 1337 Old County Road, Belmont, CA 94002
BSK Tracy (San Joaquin County): 252 West Larch Road, Suite 252-H, Tracy, CA 95304
BSK Sacramento: 9332 Tech Center Drive, Suite 100, Sacramento, CA 95304
BSK San Bernardino: 350 E. Commercial Road, Suite #110, San Bernardino, CA 92408
BSK Vancouver Analytical Laboratory: 2517 East Evergreen Boulevard, Vancouver, WA 98661
BSK Visalia Engineering and Analytical Center: 1200 N. Plaza Drive, Visalia, CA 93291

This contract will be serviced from our Bay Area office and laboratory located in Livermore, California, which employes a total of approximately 28 employees, including 2 registered Geotechnical Engineers, 1 registered Civil Engineer, 1 Certified Engineering Geologist, 2 engineers-in-training, 2 geologists-in-training, and 16 certified special inspectors and materials testers.

BSK has a successful history of providing geotechnical engineering and material testing on-call services to municipal clients throughout Northern California since 1966 with a presence in the Bay Area since 1984. About 75 percent of our Bay Area projects belong to public agencies. This experience allows our BSK staff to often operate almost as an extension of our public sector clients’ staff. Furthermore, we are extremely familiar with working within the parameters of tight schedules and budgets, which is often the case on publicly funded projects.

3.2 Geotechnical Engineering Services

Our Bay Area team is very familiar with the geology and geologic hazards affecting the City and surrounding areas. The City is located within the Oakland West and Oakland East topographic quadrangles, which the California Geological Survey (CGS) has mapped for Earthquake Zones of Required Investigation. Because the entire City is located along the San Francisco Bay shoreline, a major concern of the City is climate change and associated sea level rise. The entire City is within a Seismic Hazard Zone associated with liquefaction. The CGS has also placed the entire City within a tsunami inundation zone. A majority of the City is mapped as being underlain by artificial fill over Bay Mud and Holocene to



Pleistocene dune sand (aka Merritt Sand). Undocumented artificial fill and Bay Mud are susceptible to significant settlement when exposed to additional loads caused by placement of new fill or construction of new improvements. Holocene deposits are generally susceptible to liquefaction-induced settlement and potential lateral spreading. The City is not located within an Alquist-Priolo Earthquake Fault Zone and no active faults are mapped across the City. However, because the City is located in a highly seismic active area of California, the City is expected to experience major seismic shaking during a significant seismic event within the next 50 years.

Our team of geotechnical engineers and support staff has the technical capability to provide creative, practical, and technologically sound recommendations within a reasonable budget. Through our pool of on-call contracts with numerous Bay Area public agencies, we are well-equipped and experienced to provide cost effective investigations and recommendations for many types of public works/engineering improvement projects, ranging from street improvements and resurfacing projects to major infrastructure projects such as new vehicular or pedestrian bridges, retrofit or replacement of existing buildings, renovation of existing or construction of new parks, rehabilitation or replacement of existing utility pipelines, pump stations, geotechnical peer reviews (i.e., independent review of soils reports), or geotechnical recommendations for emergency-type storm damage repairs.

Our geotechnical design and recommendations experience encompasses, but is not exclusive to the following:

- Emergency Response to geologic hazards
- AC and concrete pavement design
- Shallow and deep foundations
- Slope stability analysis
- Erosion repair, including creekbanks and shorelines
- Retaining walls
- Concrete slabs-on-grade
- Geologic and seismic hazard evaluations
- Geotechnical peer reviews (Independent review of soil reports)
- General and specialized earthwork
- Hillside grading
- Site drainage
- Subgrade stabilization
- Liquefaction mitigation
- Groundwater level monitoring using piezometers or wells
- Percolation testing
- Construction observation and testing

3.3 Materials Testing and Laboratory Services

BSK's construction services group provides quality assurance/quality control observation, monitoring and testing of construction materials. We are knowledgeable of construction materials including aggregates, asphalt, reinforced concrete, structural steel, concrete, masonry, fireproofing, and are familiar with the associated construction processes and methods. Members of our construction services teamwork under the direction of Professional Engineers, and our laboratories and technical staff are accredited or certified by several agencies listed below. Accreditation is limited to the laboratory and standards for which the laboratory is accredited.

- American Concrete Institute (ACI)
- CA Department of Transportation
- CA Division of the State Architect (DSA)
- U.S. Army Corps of Engineers
- U.S. Bureau of Reclamation
- American Welding Society (AWS)
- Office of Statewide Health Planning & Development
- International Code Council (ICC)
- American Society for Non-Destructive Testing (ASNT)
- Accredited by the AASHTO Materials Ref. Program



BSK maintains certified and accredited materials testing laboratories in Livermore, Fresno, and Bakersfield. These laboratories can perform various tests in accordance with ASTM and California Test Methods.

The list below summarizes some of the standard set of tests our facilities perform, but are not limited to, in accordance with ASTM and Caltrans Test Methods.

- **Soil, Aggregate, Asphalt**
 - Maximum dry density
 - Expansion Index
 - R-Value
 - Plasticity index
 - Sand equivalent
 - Sieve analysis
 - Hveem stability
 - Superpave Testing
 - Hamburg Wheel Track
 - Gyrotory Compaction
 - Asphalt content
 - Hardness and abrasion
- **Coatings**
 - Paint thickness testing
 - Holiday testing
- **Reinforcing Steel**
 - Tensile strength
 - Bend test
 - Sample and tag specimens
- **Masonry**
 - Grouted prism
 - Mortar compression
 - Grout compression
 - Anchor pull-out
 - Block compression
 - Block measurement
 - Block moisture/absorption
 - Shrinkage
 - Efflorescence
- **Structural Steel**
 - Bolt and washer hardness
 - Fireproofing density
 - Bolt bend/tensile
 - Weld procedures
 - Charpy impact
- **Concrete**
 - Cylinder/core compression strength
 - Anchor pull-out
 - Slump and air content testing
 - Concrete cylinder/core sampling

3.4 Caltrans Certifications

If required, BSK staff has a significant amount of experience providing geotechnical engineering services on projects designed to Caltrans standards. Our materials testing staff also has a significant amount of Caltrans testing and construction inspection experience on various projects.

3.5 Experience Working with Federally Funded Projects

BSK is very familiar with Caltrans Standard Plans and Specifications. Because BSK provides engineering and testing services for projects receiving federal funding on a regular basis, our systems fully comply with CFR requirements; specifically, 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. BSK can conform to a Caltrans pre-award audit. BSK also has experience working with Disadvantage Business Enterprises (DBE) subcontractors, such as private utility locators, traffic control subcontractors, drillers, soil disposal contractors, special testing and inspection subconsultants, and soils/materials laboratory testing subcontractors. Therefore, we should be able to meet DBE goals, if any, specific to the City's projects should the need arise.



3.6 Safety and Health

BSK places extremely high value on the safety and health of our clients, our employees, and our colleagues/subcontractors. We identify our safety program as a core component of our culture where safety comes first, and we strive to provide a safe and injury-free workplace for all. BSK employees participate in ongoing safety training and awareness programs, ranging from simple tailgate pre-task meetings to practical classroom training, monthly branch safety meetings and on-line refresher courses. Our commitment to safety is supported by our corporate Safety Director, Mr. Mark Pomaville, who is responsible for the development, implementation and oversight of BSK's health and safety program.

3.7 Similar Contract Experience

BSK has built a reputation for partnering with Public Agencies from design through construction, allowing us to identify issues and address solutions before they impact a project, saving our clients time and money. Through our large amount of recent, local experience with other municipal and County clients providing similar on-call services, we have demonstrated our ability to provide exceptional geotechnical engineering and materials testing services throughout a large service area. Further, these projects have been serviced by the same BSK key team members that we are proposing to utilize for this contract. We have provided brief descriptions of several recent projects and contracts below:

- BSK has held an on-call contract with Alameda County Public Works Agency (Alameda County) since 2016 (over multiple contracting periods) and has performed numerous peer reviews as part of our on-call contract with the County. Peer reviews have included review of geotechnical investigations for private residences, one with a potential landslide, a fault investigation, storm drain repair along Crow Canyon Road affecting by landsliding, and landslides affecting a large wind farm. Geotechnical aspects that BSK assessed included foundation recommendations, settlement estimates, fill placement and grading recommendations, landslide mitigation, geologic hazards (including fault hazards), and construction recommendations. BSK has also provided numerous peer review services to the Cities of Brentwood, Oakley, Pleasanton, Tracy, and San Ramon over the past 5+ years, including commercial buildings, residential subdivisions, high-density residential projects, and public buildings.
- Through our current on-call contract with Alameda County, BSK has provided geotechnical engineering services to Alameda County Flood Control and Water Conservation District on two projects – Old Alameda Creek South Levee Floodwall Improvements in Union City and currently, Zone 12, Line M Improvements along Baldwin Street in Oakland – as part of their on-going efforts to improve Alameda County's flood control infrastructure. The project in Union City consisted of building a floodwall along the south side of Old Alameda Creek to meet FEMA requirements. The current project in Oakland will include widening the existing unlined channel with concrete sidewalls and replacing the existing wooden box culvert adjacent to the railroad tracks with a prefabricated bridge.
- Since 2013, BSK has provided the City of Brentwood with on-call geotechnical engineering services over multiple contracting periods, which have included the geotechnical investigation for their Municipal Services Building, geotechnical peer review of several large residential



subdivisions associated with mitigation of soil expansion distress, and materials testing services for various task orders. BSK's construction services have included observation of foundation excavations, observation and compaction testing of subgrade materials, aggregate base, and hot mix asphalt paving, as well as all associated laboratory testing (sieve analysis, sand equivalents, moisture-density curves, test maximum density, bitumen content). All work was performed in accordance with the City's Quality Assurance Plan (QAP) requirements and project special provisions. BSK was also retained by the City of Brentwood to assist in updating their QAP in accordance with the current Caltrans Local Assistance Procedures Manual.

- Serving as an extension of the City of Walnut Creek Public Works Department, BSK has provided on-call Geotechnical Engineering and Materials Testing Services to the City since 2016 over multiple contracting periods. Within the past 4 years, BSK's services have included construction observation and materials testing for the Woodland Trail Rehabilitation Project (including biological services), Slurry Seal Projects for 2017, 2018, and 2019, and geotechnical investigations for the improvement of the City's three Corporate Yard sites and evaluation of the groundwater depth at Larkey Park prior to reconstruction of the park's pool. BSK also provided the City with biological and cultural resources consulting services prior to construction of improvements at the City's Heather Farm Corporation Yard site.
- Since 2015/2016, BSK has supported the Contra Costa County Public Works Department (Contra Costa County) with separate on-call contracts over multiple contracting periods for geotechnical and materials testing services on projects ranging from emergency roadway embankment repairs associated with slides and erosional failures, forensic evaluations of existing facilities, geotechnical investigations for new facilities (including a large jail facility), and materials testing of pavement overlay projects, new subdivision infrastructure, park improvements, replacement bridges, and multiple projects at a County airport, Buchanan Field.
- In 2019 and in 2023, BSK was awarded an on-call geotechnical and materials testing contracts with the City of Vallejo. Since then, we have assisted the City with street overlay projects, including coring of existing pavement sections in preparation for construction bit documents as well as materials testing during construction. We have also been awarded a separate, project-specific contract to perform the geotechnical investigation for the City's new Police Headquarters which is considered an Essential Services Facility. More recently, we assisted the City with an emergency landslide repair that endangered accessibility to nearby residences. BSK's services for the landslide repair included a geotechnical investigation, preparation of emergency repair plans, and construction observation and testing during construction of the repair that was completed at the end of 2025.
- Since 2015, BSK has held an on-call contract with the City of Livermore over multiple contracting periods. As part of this on-call contract, BSK has provided soils and asphalt observation and testing services for the annual sewer replacement project, 2015 and 2016 annual street resurfacing, annual slurry seal, Fire Station No. 9, and streets and utilities for numerous new residential developments. In addition, we provided a geotechnical investigation and infiltration testing for a proposed Hydromodification Basin and geotechnical and materials testing services for the relocation of the historic Railroad Depot.



- Since 2017, BSK has supported the City of El Cerrito with on-call services on multiple projects, including materials testing services for patch paving work as well as investigative and materials testing services for existing pavement/roadway investigations. Projects to date have included the Ohlone Greenway Improvements Project, 2018 Slurry Seal Program, Centennial Park Phase 1, Arlington/Brewster Safety Improvements, 2017 Patch Paving Project, and pavement investigations for Richmond Street / Elm Street, Central / Carlson, Eureka / Lexington Streets, and El Dorado Street.
- BSK continues to work with the City of Pleasanton through our on-call consulting services agreements with the City (2000 to 2010, and 2013 to present) over multiple contracting periods. As part of the on-call contract, we have assisted the City with materials testing services during the construction of a large park (Bernal Community Park), with geotechnical and materials testing services for the emergency repair of a storm drain outfall project that was investigated, designed, and constructed within a 6-month window, and performed several peer reviews of geotechnical investigations including hillside grading and fault studies. Other projects have included support for the replacement of water and sewer pipelines, roadway improvements, dog parks, and tennis and basketball courts. In 2018, BSK performed a peer review of the geotechnical investigation report for the City of Pleasanton for a 52-acre property that is being developed into a residential subdivision that will include 181 single-family homes.
- BSK has provided the City of Dublin with on-call geotechnical engineering and construction observation/materials testing services since 2004 over numerous contracting periods. For example, BSK has consistently provided support to the City's Annual Citywide Street Overlay program, as well as provided construction observation/materials testing services for significant roadway improvements, such as Dougherty Valley Road, storm drain system improvements, parks and recreational facilities, such as the Emerald Glen Aquatic Center (The Wave), Dougherty Hills Dog Park, Kolb Park Tennis Court renovation, Passatempo Park, Dublin Sports Grounds, Clover Park, Sean Diamond Park, All-Abilities Playground at Dublin Sports Grounds, and installation of wayfinding signs at the Emerald Glen, Fallon Sports, and Heritage Parks, and the geotechnical investigation for Phase 3 of improvements at the Fallon Sport Park. One project involved improvements to the Alamo Regional Trail and construction support services of a 500-foot long retaining wall under the I-580 overpass. The Alamo Regional Trail project received federal funding and required Caltrans test procedures.
- BSK has been providing services to the City of Tracy since 2018 over multiple contracting periods that have included geotechnical investigations, materials testing and special inspections, and geotechnical peer reviews. In 2018, BSK performed a peer review of the geotechnical investigation report and supplemental letter for the City of Tracy for a 6-acre property that is being developed into a single-family residential subdivision. In 2019, BSK performed a peer review of the geotechnical investigation report for the City for Tracy for the planned street rehabilitation of Holly Drive and Arbor Avenue using full depth reclamation.



4. REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK

BSK has built a reputation for partnering with Public Agencies from design through construction, allowing us to identify issues and address solutions before they impact a project, saving our clients time and money. Through our large amount of recent, local experience with other municipal and County clients providing similar services, we have demonstrated our ability to provide exceptional geotechnical engineering and materials testing and special inspections services throughout a large service area. Further, these projects have been serviced by the same BSK key team members that we are proposing to utilize on our projects with the City of Alameda.

CITY OF OAKLEY, GEOTECHNICAL AND GEOLOGICAL PEER REVIEW SERVICES

Client: City of Oakley
 BSK Key Team Members: Cristiano Melo and Carrie Foulk
 Project Type: Peer review services (i.e., review of 3rd party's geotechnical reports)
 Project Dates: 2020 – Present
 BSK Budget: Approximately \$1,500 to \$15,000 (per project)



Reference: Billilee Saengchalern, PE, TE, Engineering Manager, City of Oakley, 925-625-7154, saengchalern@ci.oakley.ca.gov.

Brief Project Description:

BSK has held an on-call contract with the City since 2020 for geotechnical and materials testing/special inspection services. Representative peer review services performed under the contract have included:

- Numerous small, medium, and large residential subdivisions,
- Commercial developments,
- Public buildings, and
- Levees.

Mr. Cristiano Melo has been the lead geotechnical engineer for our peer reviews. Some projects of note include the Grand Cypress Preserve Subdivision, which will be surrounded by levees, the Diablo Water District Office, and the high-density residential Elm Lane Workforce Housing project.

STORM DAMAGE EMERGENCY RESPONSE, MULTIPLE SITES, BELMONT, CA

Discipline: Geotechnical Services
 Client: City of Belmont
 BSK Key Team Members: Cristiano Melo, Michael Romero, Omar Khan and Carrie Rodriguez
 Project Type: Emergency response geological/geotechnical services
 Project Dates: January 2023 to present
 BSK Budget: Approximately \$3,000 to \$10,000 per site



Reference: City of Belmont (Client), Ms. Bozhena Palatnik, Senior Civil Engineer, Public Works, 1 Twin Pines Lane, Belmont, CA 94002, 650-595-7463, bpalatnik@belmont.gov

Brief Project Description:

BSK staff visited multiple sites throughout the City of Belmont affected by storm damage during the January 2023 storms. The visits were performed immediately after the damage occurred and included visited performed on weekends and holidays. The sites visited included residential areas and a trail impacted by slope debris and earth flows. Temporary repair recommendations addressed protection



Statement of Qualifications
 Geotechnical Engineering & Construction Testing Services
 Alameda, California

BSK Proposal No. P25000385
 April 7, 2025
 Page 16

against further damage, such as use of k-rails, plastic tarps, and sandbags and long-term repair recommendations, such as improving site drainage, installing retaining walls, and slope protection.

MULTI-GENERATIONAL RECREATION CENTER/EL PESCARDERO PARK IMPROVEMENTS

Discipline: Geotechnical Engineering
 Client: City of Tracy
 BSK Key Team Members: Cristiano Melo, Omar Khan, and Carrie Foulk
 Project Type: Parks/Recreational Facilities/Public Buildings
 Project Dates: September 2022 to present
 BSK Budget: Approximately \$57,000 (design services)
 Approximately \$149,000 (construction observation and testing services)



Reference: Richard Joaquin, RLA, ASLA, Acting Assistant Director, City of Tracy, Parks, Recreation and Community Services Department, 333 Civic Center Place, Tracy, CA 95376, 209-831-6235, richard.joaquin@cityoftracy.org

Project Description: BSK is providing geotechnical engineering services for this project that includes the complete renovation of the approximately 15-acre El Pescadero Park and the construction of a multi-generational recreation center. Mr. Melo is the lead geotechnical engineer for this project. The recreation center will have a footprint of approximately 47,000 square feet that will include a gymnasium with three full-size basketball courts, surrounded by an elevated running track, that could also serve as a 600-seat banquet hall. Improvements to the park will include a new dog park, a skate park, new parking, new basketball court, new pedestrian/bike pathways, meandering stormwater swale gardens, new landscaping, and other associated improvements. Ground improvement will be performed under the entire footprint of the new building to mitigate ground surface disruption associated with the site's liquefaction potential. BSK is currently providing geotechnical observations and testing services during construction of this project.

ALAMEDA COUNTY PUBLIC WORKS AGENCY, GEOTECHNICAL AND GEOLOGICAL PEER REVIEW SERVICES

Discipline: Geotechnical Engineering
 Client: Alameda County Public Works Agency
 BSK Key Team Members: Carrie Rodriguez, Cristiano Melo, Michael Romero, and Omar Khan
 Project Type: Peer review services (i.e., review of 3rd party's geotechnical reports)
 Project Dates: 2016 – Present
 BSK Budget: Approximately \$3,000 to \$8,000 (per project)



Reference: Andy Cho, PE, Assistant Engineer, Alameda County Public Works Agency, 510-670-5480, andyhjc@acpwa.org.

Brief Project Description:

BSK has held an on-call contract with the Alameda County since 2016 for geotechnical and materials testing/special inspection services. Representative peer review services performed under the contract have included:

- *Rogers Ranch Demonstration Facility, Livermore, CA* – BSK conducted a geologic peer review of the project reports for a new facility to be located within the Alquist-Priolo fault zone for the Greenville Fault. The objective of the review was to provide an independent assessment of whether the report met the requirements of the Alquist-Priolo Earthquake Fault Zoning Act of 1972, California Geological Survey (CGS) Special Publication 42, and CGS Note 49.



- *Golden Hills North Wind Project, Alameda County, CA* – BSK provided geotechnical and geologic peer review services for a planned wind turbine development in the Altamont Pass. The Agency was concerned that the proposed turbines would be in areas with historical and seismically induced landslides and that grading for the proposed turbines could cause slope failures that could impact Alameda County roads and waterways. BSK’s review services included reviewing geologic mapping, grading plans, and the geotechnical report. After extensive discussions and coordination with the project geotechnical consultant (who was based in Minnesota), all parties agreed that the consultant would provide a geologist to observe the pertinent slope excavations during construction to look for evidence of previous landslides and watch for excavation-induced slope instability.
- *Fault Rupture Hazard Evaluation, San Leandro, CA* – BSK conducted a geologic peer review of the project report for a proposed residential development to be located within the Alquist-Priolo fault zone for the Hayward fault. The objective of the peer review was to provide an independent assessment of whether the report met the requirements of the Alquist-Priolo Earthquake Fault Zoning Act of 1972, California Geological Survey (CGS) Special Publication 42, and CGS Note 49. The consultant for the project proposed not to excavate new fault trenches, but to instead rely on previous fault trenches that shadowed the site. BSK’s review concurred that existing fault trenches were sufficient to conclude the absence of hazardous faults that could affect the proposed development.
- *Single-Family Residence at Fields Property, Alameda County, CA* – BSK performed a geotechnical peer review for a proposed single-family residence situated on a mapped landslide in an Unincorporated Area of Alameda County. The review included the geotechnical report, geologic assessment, and project plans. Initially, the geotechnical recommendations and plans did not adequately address the landslide concerns. The homeowner eventually hired a different geologist to assess the site. New test pits were excavated within the mapped landslide area and a geologist from BSK observed the test pit excavations with the owner’s geologist and concluded that the mapped landslide did not extend underneath the proposed residence location.

SAN PABLO DAM ROAD REHABILITATION

Discipline(s): Geotechnical Services, Pavement Evaluation Analysis, and Traffic Control and Safety
 Client/Owner: Contra Costa County Public Works Department
 BSK Project Manager: Cristiano Melo
 BSK Key Team Members: Cristiano Melo, Omar Khan, Carrie Foulk, and Randy Cortez
 Project Type: Roadway embankment stability and pavement rehabilitation
 Project Dates: April 2022 to January 2023



Reference: Jenna Caldwell, PE, Senior Civil Engineer, Contra Cost County Public Works Department, Design/Construction Division, 255 Glacier Drive, Martinez, CA 94553, 925-313-2020, jenna.caldwell@pw.cccounty.us

Project Description: As part of our on-call contract with Contra Costa County, BSK provided geotechnical engineering services for this project that includes the rehabilitation of an approximately 4.5-mile segment of San Pablo Dam Road in Contra Costa County and the construction or upgrade of several retaining walls where the roadway embankment is showing signs of instability. Mr. Melo was the lead geotechnical engineer for this project. At several locations along this alignment, the roadway embankment exhibits local slope failures and local pavement distress along its eastern embankment. The field investigation included visual observation of the existing pavement conditions to evaluate types and severity of pavement distress, geologic reconnaissance, geotechnical borings, and deflection testing per California Test 356. The recommended pavement rehabilitation measures provided by BSK included localized pavement



Statement of Qualifications
 Geotechnical Engineering & Construction Testing Services
 Alameda, California

BSK Proposal No. P25000385
 April 7, 2025
 Page 18

digouts, milling and overlay, and cold in-placed recycling, and use of geogrid-reinforced backfill of unstable subgrade areas.

STORM DAMAGE EMERGENCY RESPONSE, MULTIPLE SITES, CONTRA COSTA COUNTY, CA

Client: Contra Costa County Public Works
 BSK Key Team Members: Cristiano Melo, Carrie Rodriguez, and Omar Khan
 Project Type: Emergency response and geological/geotechnical investigation services
 Project Dates: January 2023 to present
 BSK Budget: Approximately \$7,000 to \$118,600



Contra Costa County
Public Works
 Department

Reference: Adelina Huerta, PE, Division Manager, Design/Construction Division, Contra Costa County Public Works Department, 925-313-2305, adelina.huerta@pw.cccounty.us

Brief Project Description:

As part of our geotechnical on-call contract with the County, BSK staff visited multiple sites throughout Contra Costa County affected by storm damage during the January 2023 storms. The visits were carried out immediately after (i.e., the same day) the requests came from County personnel. The damage included landslides along Wildcat Canyon Road near Orinda, a landslide along San Pablo Dam Road near La Honda Road in El Sobrante, settlement of San Pablo Dam Road near Orinda along two existing 72-inch diameter corrugated metal pipe (CMP) culverts damaged by the storm, and a roadway embankment failure near the intersection of Highland Road and Collier Canyon Road next to an existing creek channel crossing and a 96-inch diameter CMP culvert. BSK Temporary repair recommendations were provided for Wildcat Canyon Road and San Pablo Dam Road during our initial site visits. Geotechnical investigations were then performed along San Pablo Dam Road and Highland Road to provide repair recommendations to the County for retaining walls, landslide repair, bioengineering solutions along creek banks, and to mitigate the roadway settlement. Mr. Cristiano Melo is the lead geotechnical engineer for these projects.

CITY OF DUBLIN ON-CALL SERVICES GEOTECHNICAL/MATERIALS TESTING, DUBLIN, CA

Discipline: Geotechnical Engineering & Special Testing and Inspection
 Client: City of Dublin
 BSK Key Team Members: Cristiano Melo, Carrie Rodriguez, Omar Khan, Michael Kibbey, James Auser, and Randy Cortez
 Project Type: Roadways and parks
 Project Dates: 2004 to present
 BSK Budget: Approximately \$10,000 to \$150,000



Reference: City of Dublin (Client), Ms. Rosemary Alex, Parks and Facilities Development Coordinator, 100 Civic Plaza, Dublin, CA 94568, 925-833-6646, rosemary.alex@dublin.ca.gov

Brief Project Description: BSK has held an on-call contract with the City of Dublin since 2007, Representative projects and services performed under the contract have included the Annual City Street Overlay Programs in 2015, 2018, 2020, and 2022 where BSK provided subgrade, aggregate base compaction testing and observation, laboratory testing of import fills and asphalt, and hot-mix asphalt acceptance testing per Caltrans standard processes, construction observation/materials testing services for significant roadway improvements, such as Dougherty Valley Road in 2015, other storm drain system improvements, additional parks and slope repair types of projects, such as the Emerald Glen Aquatic Center (now known as The Wave) in 2015-2017, the Sean Diamond Park Improvements in 2018, the



Statement of Qualifications
 Geotechnical Engineering & Construction Testing Services
 Alameda, California

BSK Proposal No. P25000385
 April 7, 2025
 Page 19

Clover Park in 2019-2020; and foundation construction, anchor installation and welding inspection for multiple art sculptures.

ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND ENVIRONMENTAL CONSULTING SERVICES, LIVERMORE, CA

Discipline: Geotechnical Engineering & Special Testing and Inspection
 Client: City of Livermore
 BSK Key Team Members: Carrie Rodriguez, Michael Romero, and Cristiano Melo
 Project Type: Roadways, public buildings, etc.
 Project Dates: 2015 – current
 BSK Budget: Approximately \$600,000

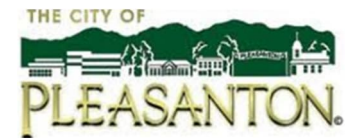


Reference: Dennis Aberion, Senior Engineering Technician, 1052 S. Livermore Ave, Livermore, CA 94550, dsaberion@LivermoreCa.gov, 925-580-8317

Project Description: BSK has held the on-call services contract with the City of Livermore for Geotechnical Engineering, Materials Testing, Construction Inspection, and Environmental Consulting Services since 2015. Projects have included materials testing for annual pavement rehabilitation projects, sanitary sewer replacements, and infrastructure for multiple residential developments. BSK services for these projects include materials testing of reinforced concrete, subgrade materials, aggregate base, hot-mix asphalt pavement and slurry seal.

CITY OF PLEASANTON ON-CALL SERVICES GEOTECHNICAL/MATERIALS TESTING, PLEASANTON, CA

Discipline: Geotechnical Engineering & Special Testing and Inspection
 Client: City of Pleasanton
 BSK Key Team Members: Carrie Rodriguez, Cristiano Melo, Omar Khan, and Michael Romero
 Project Type: Roadways/parks/buildings/etc.
 Project Dates: 2000 to present
 BSK Budget: Approximately \$10,000 to \$150,000



Reference: Adam Nelkie, PE, Senior Civil Engineer, PO Box 520, Pleasanton, CA 94566, 925-931-5676, anelkie@cityofpleasantonca.gov

Brief Project Description: BSK has held an on-call contract with the City of Pleasanton since 2000, providing geotechnical, materials testing/special inspection, and environmental services for various projects. Representative projects and services performed under the contract have included the following:

- Geotechnical peer review for residential and commercial developments
- Bernal Community Park (52-acre park with sports fields and various other amenities)
- Stoneridge Emergency Watermain
- Alamo Canal Slope Repair
- Various pavement rehabilitation and overlay projects
- Yolanda Court Storm Drain Outfall Repairs (emergency response)
- Ken Mercer Skate Park and All Abilities Playground
- West Las Positas Boulevard Pavement Investigation
- Alviso Adobe Community Park
- Vineyard Avenue Water Line
- Livermore-Pleasanton Fire Dept. Fire Station No. 3



Statement of Qualifications
 Geotechnical Engineering & Construction Testing Services
 Alameda, California

BSK Proposal No. P25000385
 April 7, 2025
 Page 20

- Veteran’s Memorial Building

CITY OF SAN RAMON ON-CALL MATERIALS TESTING & CONSTRUCTION INSPECTION CONSULTING SERVICES

Discipline: Special Testing and Inspection
 Client: City of San Ramon
 Owner: City of San Ramon
 BSK Key Team Members: Michael Kibbey, Cristiano Melo, Jim Auser, Randy Cortez, and Matt Lagerstrom
 Project Type: Material testing services
 Project Dates: 2020 – Present
 BSK Budget: Approximately \$25,000 to \$50,000 (per project)



Reference: City of San Ramon, Theresa Peterson, PE, Associate Engineer, 7000 Bollinger Canyon Road, San Ramon, CA 94583, 925-973-2685, tpeterson@sanramon.ca.gov

Brief Project Description:

BSK has held an on-call contract with the City of San Ramon since 2020, Representative projects and services performed under the contract have included:

- City of San Ramon Alcosta Boulevard Pavement Rehabilitation – This pavement rehabilitation project along Alcosta Boulevard included full-depth reclamation (FDR) to stabilize existing subgrade with cement, overlay and mill and fill treatments with hot-mix-asphalt (HMA), HMA base failure repairs, utility adjustments, adjusting of survey monuments and covers, replacing signal detector loops, and pavement striping and markers. BSK provided materials testing services that included observation of base failure repairs, Quality Assurance (QA) oversight and testing during FDR cement treatment, HMA sampling/testing, and laboratory testing of FDR and HMA materials.
- City of San Ramon Pavement Management 2021 and 2022 Projects – BSK provided materials testing services on the City of San Ramon’s Pavement Management 2021 and 2022 Projects that included slurry seal treatment (90,408 SY), microsurfacing (180,710 SY), and rubber chip seal (121,545 SY) at various locations throughout the city as part of their annual maintenance program. BSK provided quality assurance observation and materials testing services that included sampling and testing of aggregates and emulsions through the duration of the project. BSK’s inspectors observed the contractor was performing operations per project specifications and measured the rate of placement of slurry seal/microsurfacing and chip seal. Laboratory testing included sieve analysis, sand equivalent, durability index, LA rattler, percent crushed particles, viscosity, particle charge, residue by evaporation, cone penetration, resilience, and softening point.

5. REFERENCES

Below is a select list of references for a few of the on-call contracts BSK currently has with public agencies. Additional are included in our project examples presented above.

1. Janice Chin, Assistant Engineer, Town of Los Gatos, Parks and Public Works Department, 41 Miles Avenue, Los Gatos, CA 95030, 408-395-3460, jchin@losgatosca.gov
2. Randolph Sanders, PE, Senior Civil Engineer, Contra Cost County Public Works Department, Design/Construction Division, 255 Glacier Drive, Martinez, CA 94553, 925-313-2111, randolf.sanders@pw.cccounty.us



3. Alex Wong, PE, Senior Civil Engineer, 1666 North Main Street, Walnut Creek, CA 94596, 925-943-5899, ext. 2239, wong@walnut-creek.org
4. Billilee Saengchalern, PE, TE, Engineering Manager, 3231 Main Street, Oakley, CA 94561, 925-625-7154, saengchalern@ci.oakley.ca.gov
5. Richard Joaquin, RLA, ASLA, Acting Assistant Director, City of Tracy, Parks, Recreation and Community Services Department, 333 Civic Center Place, Tracy, CA 95376, 209-831-6235, richard.joaquin@cityoftracy.org

6. RATE SCHEDULE

Appendix B of this SOQ presents our proposed rate schedule for this contract. The rates include labor hourly rates for various titles as well as test, equipment, and other fees, and will be maintained through July 1, 2025 through June 30, 2026, after which they will be escalated annually 3% or the consumer price index for the San Francisco Bay Area, whichever is higher.

7. SAMPLE AGREEMENT AND INSURANCE

BSK has reviewed the sample agreement included in the RFP. We respectfully request that the City make the revisions shown in Appendix C of this SOQ to the sample agreement.

Regarding BSK's insurance coverage limits, BSK can meet most of the insurance limits described in the sample agreement provided in the RFP except for the Commercial General Liability and the Automotive policies. However, BSK's Umbrella Liability policy covers \$5,000,000, which can be used to cover the gap in BSK's Commercial General Liability and Automotive policies. A sample Certificate of Insurance is provided in Appendix D of this SOQ. We respectfully request that the City accept BSK's policy limits.



Statement of Qualifications
Geotechnical Engineering & Construction Testing Services
Alameda, California

Exhibit A
BSK Proposal No. P25000385
April 7, 2025

APPENDIX B

RATE SCHEDULE



BSK Rate Schedule (valid from 7/1/2025 through 6/30/2026)

Exhibit A

PERSONNEL RATES

PROFESSIONAL STAFF

Principal	\$	314.00
Senior Professional	\$	276.00
Project Professional II	\$	259.00
Project Professional I	\$	221.00
Staff Professional II	\$	193.00
Staff Professional I	\$	171.00
Project Administrator	\$	122.00
Administrative Assistant / Clerical	\$	110.00
Seismic GIS	\$	243.00
GIS Specialist	\$	210.00
Information Specialist II	\$	198.00
Information Specialist I	\$	176.00
CAD	\$	132.00
Litigation support		1.5x standard

TECHNICAL STAFF

Group 1 - Special Inspector	\$	198.00
Group 2 - Special Inspector	\$	188.00
Group 3 - Engineering Technician	\$	167.00
Group 3 - Geotechnical Professional	\$	204.00
Group 3 - Environmental Professional	\$	204.00
Group 4 - Technician	\$	146.00
Ground Penetrating Radar Scanning Technician	\$	348.00
Core Drilling Technician	\$	270.00
Floor Flatness Testing Technician	\$	232.00
Sample Pickup / Transportation / Delivery	\$	132.00
Laboratory Technician	\$	144.00

OTHER RATES

BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES

Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 6 hours	Bill 6 hours
Field Work from 6 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half base rate (1.5x)
Sundays, holidays and over 12 hours	Bill two times base rate (2x)
Night Shift (Shift commencing after 2pm / before 4am)	Base Rate x 12.5%
Show-up time (no work performed), minimum charge	Bill 2 hours
Sample or cylinder pickup, minimum charge	Bill 2 hours

REIMBURSABLES

Mileage - 2x2 vehicle (Portal to Portal)	\$1.00/mile or the IRS rate + 15%, whichever is higher
Mileage - 4x4 vehicle (Portal to Portal)	\$2.00/mile or the IRS rate + 15%, whichever is higher
Per Diem (as required)	Quote / \$300.00 min.
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant/Subcontractor Services, Vendors, and Expenses	Cost + 15%



BSK Rate Schedule (valid from 7/1/2025 through 6/30/2026)

Exhibit A

OTHER RATES (CONTINUED)

BSK SERVICES / DIR / PREVAILING WAGE ADMINISTRATION FEES

Certified Payroll / DIR Upload (Monthly) - per project	\$	315.00
Non-Performance Certified Payroll / DIR Upload (Monthly) - per project	\$	105.00
Subcontractor Management / Compliance Forms (Monthly) - per project	\$	105.00
Additional LCP Tracker or Other Compliance Software (Monthly) - per project	\$	210.00
Additional Special Forms, as required (Monthly) - per project	\$	158.00

EQUIPMENT USAGE FEES

Nuclear Gauge (Day)	\$	78.00
Skidmore Wilhelm Calibrator (Day)	\$	78.00
NDT Weld Testing Equipment - UT/MT/PT (Day)	\$	78.00
Proof Load Testing Equipment (Day)	\$	78.00
Torque Wrench (Day)	\$	78.00
GPR Scanning Equipment (Day)	\$	358.00
Rebar Locator/Pachometer (Day)	\$	141.00
Hand Auger (Day)	\$	166.00
Water Meter (Day)	\$	71.00
Hand-held GPS (Day)	\$	107.00
Drilling Kit - Paint, stakes and lath - (Project)	\$	38.00
Drilling Supplies - Tubes / Caps (Project)	\$	386.00
Manometer (Day)	\$	272.00
Double Ring Infiltrometer (Day)	\$	704.00

ANALYSIS SOFTWARE USAGE FEES

gINT (Project)	\$	71.00
LPIle (Project)	\$	71.00
APile (Project)	\$	71.00
SHAFT (Project)	\$	71.00
GROUP (Project)	\$	140.00
Cliq (Project)	\$	71.00
LiquefyPro (Project)	\$	71.00
LiqIT (Project)	\$	71.00
Slide (Project)	\$	140.00
Settle3D (Project)	\$	140.00
Cpet-IT (Project)	\$	71.00
LiqSVs (Project)	\$	71.00
ArcGIS (Project)	\$	71.00
Surfer (Project)	\$	71.00
Seep/W (Project)	\$	140.00

BSK Rate Schedule (valid from 7/1/2025 through 6/30/2026)

Exhibit A

MATERIALS LABORATORY TEST RATES**SOILS**

Modified or Standard Proctor - 4" or 6" Mold (ASTM / AASHTO)	\$	353.00
Proctor with Oversize Material (ASTM / AASHTO)	\$	441.00
Proctor Check Point (All Methods)	\$	189.00
Caltrans Maximum Wet Density (CT 216)	\$	298.00
Minus 200 Wash Soil (ASTM D1140)	\$	116.00
Moisture Content of Soils (ASTM D2216)	\$	49.00
Plasticity Index (ASTM D4318)	\$	305.00
Expansion Index of Soils (UBC No. 29)	\$	327.00
Collapse Potential of Soils (ASTM D2435)	\$	284.00
Organic Impurities (ASTM C40 / CT 213)	\$	116.00
Tube Density & Moisture Content of Soil	\$	60.00
Visual Classification (ASTM D2488)	\$	60.00
Hydrometer (ASTM D422 / CT 203)	\$	331.00
Double Hydrometer (ASTM D4221)	\$	435.00
Uncompacted Void Content (CT 234 / AASHTO T304)	\$	154.00
Sand Density Calibration (ASTM D1566)	\$	243.00
Minimum Resistivity of Soils (CT 643)	\$	195.00
Consolidation (ASTM D2435) 2/2 Time Rates	\$	581.00
Consolidation (ASTM D2435) w/ No Tim Rates	\$	386.00
Unconfined Compression Strength, Soil (ASTM D2166)	\$	154.00
Remolded Consolidation (ASTM D2435)	\$	491.00
Minimum Index Density Soils (ASTM D4254)	\$	96.00
Direct Shear Remolded (ASTM D3080)	\$	364.00
Direct Shear (ASTM D3080)	\$	305.00
Remolded Direct Shear (ASTM D3080)	\$	364.00
Remolded Flexwall Perm (ASTM D5084)	\$	776.00
% Crushed Particles / Fractured Particles (CT 205/AASHTO T335)	\$	229.00
'% Flat & Elongated (ASTM D4791)	\$	175.00
Minus 200 Wash/Aggregate (ASTM C117)	\$	116.00
Sieve Analysis w/ Wash (ASTM C136 / CT 202 / AASHTO T27)	\$	237.00
Sieve Analysis - Coarse Only (ASTM C136 / CT 202 / AASHTO T27)	\$	116.00
Coarse Specific Gravity / Absorption (ASTM C127/CT 206/AASHTO T85)	\$	221.00
Fine Specific Gravity / Absorption (ASTM C128/CT 207/AASHTO T84)	\$	221.00
Sand Equivalent (ASTM D2419 / CT 217 / AASHTO T176)	\$	175.00
Durability Index (CT 229)	\$	348.00
Abrasion by LA Rattler, Large Size (ASTM C131/CT 211/AASHTO T96)	\$	397.00
Abrasion by LA Rattler, Small Size (ASTM C131/CT 211/AASHTO T96)	\$	327.00
Cleaness Value of Aggregate (CT 227)	\$	250.00
Aggregate Wt pcf Compacted (ASTM C 29)	\$	123.00
Gradation-Rip Rap - Per Sieve (D5519-Method A)	\$	313.00
Sodium Sulfate Soundness-Min. Charge (ASTM C88/CT 214/AASHTO T104)	\$	485.00
Sodium Sulfate Soundness-Per Sieve (ASTM C88/CT 214/AASHTO T104)	\$	154.00
R-Value of Soils (CT 301)	\$	497.00
Soil Cement Compression - Set (ASTM D1633)	\$	331.00
CIR / FDR Compressive Strength Testing - Set	\$	331.00
CIR / FDR Sample Preparation / Compaction	\$	303.00
CBR (ASTM D1883/AASHTO T-180)	\$	1,379.00
Preparation of Soil-Cement Samples	\$	1,044.00

BSK Rate Schedule (valid from 7/1/2025 through 6/30/2026)

Exhibit A

MATERIALS LABORATORY TEST RATES (CONTINUED)

SOILS (CONTINUED)

Soluble Sulfate Chloride & Sulfide	\$	181.00
pH Sulphate & Chloride	\$	91.00
% Lumps/Friable Particles (ASTM C142)	\$	112.00
% Organics in Soil (ASTM D2974)	\$	190.00

HOT MIX ASPHALT

JMF Mix Design, Superpave / Caltrans	\$	12,430.00
JMF Verification - HMA - Superpave / Caltrans	\$	7,203.00
JMF Production Startup - Superpave / Caltrans	\$	6,701.00
RAP Material Testing - Additional Fee	\$	872.00
Rubberized RHMA Material - Additional Fee	\$	2,011.00
JMF Mix Design, HVEEM	\$	4,300.00
JMF Mix Design, Marshall	\$	5,101.00
Open Graded Asphalt Optimum Bitumen Content (CT 368)	\$	3,070.00
Gyratory Compaction - Set of 3 (AASHTO T312)	\$	464.00
Hamburg Wheel Track (AASHTO T324)	\$	2,756.00
Tensile Strength Ratio (CT 371 / AASHTO T283)	\$	1,521.00
Marshall Maximum Density (ASTM D6926)	\$	405.00
Marshall Stability & Flow (ASTM D6927)	\$	348.00
Bitumen Content - Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$	311.00
Oil Content Correction Factor (ASTM D6307 / CT 382 / AASHTO T308)	\$	723.00
Gradation from Extraction (ASTM D5444 / AASHTO T30)	\$	189.00
Bulk Specific Gravity (CT308 / AASHTO T275 / ASTM D2726)	\$	88.00
HMA Theo. Max Density Rice Method (ASTM D2041 / CT 309 / AASHTO T209)	\$	348.00
Volumetric Calculations (VMA, VFA, DP, AV, Eff. Calcs)	\$	74.00
Moisture Content of Asphalt (CT 370 / AASHTO T329)	\$	91.00
Film Stripping	\$	123.00
Compaction/Preparation of HMA Briquette (CT 304)	\$	305.00
Stabilometer Value - Set of 3 (CT366)	\$	386.00
Lab Mixed TSR - Moisture Induced Damage (AASHTO T283 / CT 371)	\$	2,040.00
Calculated AC Maximum Density (CT 367)	\$	138.00
Thickness Determination of AC Cores	\$	29.00

CONCRETE & MASONRY

Compression Test Concrete - Per Cylinder (ASTM C39)	\$	39.00
Compression Test Concrete - Set of 4/5 (ASTM C39)	\$	189.00
Compression Test of Core (ASTM C42)	\$	84.00
Compressive Strength of Shotcrete Panel	\$	441.00
Compression Test Composite CMU Prism (1)	\$	229.00
Compression Test Grout (Set of 4)	\$	167.00
Compression Test Mortar (Set of 3)	\$	152.00
Flexural Test per Beam (ASTM C78 / CT 523)	\$	124.00
Linear Shrinkage - Set of 3 (ASTM C157)	\$	551.00
Unit Weight Lt Wt Concrete (ASTM C567)	\$	78.00
Splitting Tensile Strength of Concrete (ASTM C496)	\$	166.00
Compressive Strength CMU Block (ASTM C140)	\$	265.00
Comp. Strength, SG, & Abs. of CMU - Per Block (ASTM C140)	\$	305.00

BSK Rate Schedule (valid from 7/1/2025 through 6/30/2026)

Exhibit A

MATERIALS LABORATORY TEST RATES (CONTINUED)

CONCRETE & MASONRY (CONTINUED)

Masonry Linear Shrinkage (ASTM C426)	\$	559.00
Masonry Core Shear Test (Title 24)	\$	260.00

METALS & FIREPROOFING

Tensile & Bend of Rebar #3-11	\$	205.00
Slip and Tensile Rebar Couplers (CT 670)	\$	298.00
Bolt Proof & Ultimate Load	\$	355.00
Bolt Hardness - Set of 3	\$	236.00
Nut Proof Load - Set of 3	\$	355.00
Nut Hardness - Set of 3	\$	236.00
Washer Hardness - Set of 3	\$	236.00
Dry Density Fireproofing (ASTM E605)	\$	131.00
Brinell Hardness of Steel (ASTM E10)	\$	138.00
Rockwell Hardness of Steel (ASTM E18)	\$	138.00
Face Bend of Steel Coupon	\$	84.00
Root Bend of Weld Coupon	\$	84.00
Side Bend of Weld Coupon	\$	84.00
Tensile Test of Steel Coupon	\$	116.00
Bend Test of Steel Coupon	\$	100.00
Adhesion / Cohesion Fireproofing Materials	\$	175.00

ESCALATION: The rates presented herein are subject to an annual escalation rate of 3% or the Consumer Price Index for the San Francisco Bay Area, whichever is higher, effective on July 1st of each year subsequent to June 30, 2026.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

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

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

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

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

B. Employees As Insureds

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

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

C. Blanket Additional Insured

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

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

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

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or

"loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

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

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

2. Changes In General Conditions:

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

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

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

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

F. Fellow Employee Coverage

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

G. Auto Loan Lease Gap Coverage

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

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

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

2. Any:

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

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

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)



Insurance Company
RLI Insurance Company
Policy # PSW0006016



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

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

CONTRACTORS BONDING AND INSURANCE COMPANY

**P.O. Box 3961
9025 N. Lindbergh Drive
Peoria, IL 61615**

Phone: (800) 444-0406

Fax: (866) 692-6796

Email: New.Claim@rlicorp.com

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

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

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

CUT ALONG DOTTED LINE

Insured: BSK Associates

Policy No: CKB0200237

**CONTRACTORS BONDING AND
INSURANCE COMPANY**

**P.O. Box 3961
9025 N. Lindbergh Drive
Peoria, IL 61615**

Phone: (800) 444-0406

Fax: (866) 692-6796

Email: New.Claim@rlicorp.com

Keep this card with you or in a safe place

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

CALIFORNIA FRAUD STATEMENT

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



COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

9025 N. Lindbergh Drive
Peoria, IL 61615
(800) 331-4929

CONTRACTORS BONDING AND INSURANCE COMPANY

DECLARATION EFFECTIVE 05/01/2025

Renewal

Policy Number: CKB0200237

Agent # 68072

Named Insured and Mailing Address

BSK Associates

691 N Laverne

Ste 101

Fresno, CA 93727

IOA Insurance Services (68072)

1855 W State Rd 434

Longwood, FL 32750

Policy Period: From: 05/01/2025 To: 05/01/2026 at 12:01 A.M., Standard Time at your mailing address shown above.

Business Description: Engineer

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
Commercial Property Coverage Part	\$	
Commercial General Liability Coverage Part	\$	
Commercial Auto Coverage Part	\$	
Crime and Fidelity Coverages	\$	
Commercial Inland Marine Coverage Part	\$	
Commercial Liability Umbrella	\$	
Commercial Excess Liability	\$	31,066
	Taxes, Fees, Surcharges	\$
	TOTAL	\$ 31,066.00

Premium shown is payable at inception

FORMS(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:*
Refer To Forms Schedules

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

04/21/2025	IOA Insurance Services (68072)
Countersignature Date	Authorized Representative

EXCESS LIABILITY DECLARATIONS

Contractors Bonding and Insurance Company

POLICY NO: CKB0200237

PRODUCER: IOA Insurance Services (68072)

ITEM 1. NAMED INSURED AND MAILING ADDRESS

BSK Associates
691 N Laverne Ste 101
Fresno, CA, 93727

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

FROM 05-01-2025 **TO** 05-01-2026 **12:01 A.M. Standard Time at your mailing address shown above.**

ITEM 3. LIMITS OF LIABILITY

\$ 5,000,000	Each Occurrence
\$ 5,000,000	General Aggregate
\$ 5,000,000	Products-Completed Operations Aggregate

ITEM 4. SCHEDULE OF UNDERLYING INSURANCE

See CBX 311

ITEM 5. PREMIUM

Non-Auditable

Flat Rate: \$31,066

Auditable

Advance Premium: \$	Rate: \$	Premium Basis:
Estimated Exposure:	Audit Period (annual unless noted):	
Policy Minimum: \$		
Terrorism Charge: \$		
Total Premium Due: \$		

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

See endorsement RML 2150

Countersigned by

Authorized Representative

CBX 100 05 18

Page 1 of 1

POLICY NUMBER: CKB0200237

COMMERCIAL POLICY

APPLICABLE FORMS AND ENDORSEMENTS

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

FORMS THAT APPLY TO MULTIPLE COVERAGE PARTS

Form Number	Title
RML2107 08 17	NOTICE OF CANCELLATION OR NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM - DESIGNATED PERSON OR ORGANIZATION
RML300 06 15	NAMED INSURED ENDORSEMENT

FORMS THAT APPLY TO COMMERCIAL EXCESS LIABILITY

Form Number	Title
CX2133 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CBX101 05 18	COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CBX312 05 18	ASBESTOS EXCLUSION
CBX313 05 18	SILICA EXCLUSION
CBX314 05 18	PROFESSIONAL SERVICES EXCLUSION FOR DESIGN PROFESSIONALS
CBX315 05 18	LEAD EXCLUSION
CBX316 05 18	EXCESS LIABILITY ENHANCEMENT FOR DESIGN PROFESSIONALS
CBX317 05 18	DISCRIMINATION EXCLUSION
CBX318 05 18	EMPLOYMENT PRACTICES LIABILITY EXCLUSION
CBX319 05 18	DAMAGE TO PREMISES RENTED TO YOU EXCLUSION
CBX320 05 18	SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS EXCLUSION
CBX340 06 18	PUNITIVE DAMAGE EXCLUSION

Policy Number: CKB0200237

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
INCLUDING NONPAYMENT OF PREMIUM –
DESIGNATED PERSON OR ORGANIZATION**

Schedule

Designated Person or Organization:

Black & Veatch Corporation

Email Address:

US Mail Address:

200 Commerce, Suite 220
Re:Project G24001115, Phase001
Irvine, CA 92602

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: CKB0200237

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

Named Insured includes the following entities in addition to the person or organization shown on the Common Policy Declarations:

BSK Analytical Laboratories

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

Policy Number:CKB0200237

Contractors Bonding and Insurance Company

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

(Occurrence Form)

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

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

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

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

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

SECTION I – INSURING AGREEMENT

A. Coverage

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

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

B. Defense And Expense Of Claims And Suits

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

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

2. We shall not pay any expenses except as follows:

a. If the insured is legally liable for interest which accrues on a judgment after the entry of the judgment and before we have paid, offered to pay, or deposited in court the amount of the judgment to which this policy applies, then we will pay the interest on the amount of the judgment to which this policy applies.

b. If an expense is incurred directly by us and solely at our discretion, then we will pay such expense.

c. If a payment for damages is made under this policy, then we will pay related prejudgment interest for which the insured is legally liable, provided:

(1) The **underlying insurance** pays pre-judgment interest; and

(2) Our share of prejudgment interest shall not exceed the proportion that payment for damages under this policy bears to the total damages determined by final judgment or settlement.

3. Subject to all of the foregoing:

a. If the defense expense payments are included within the limit of liability of the **underlying insurance** by the terms of that policy, then any such expense payment we make shall reduce the limit of liability of this policy.

b. If the **underlying insurance** does not include defense expense payments within its limit of liability by the terms of that policy, then any such expense payment we make shall not reduce the limit of liability of this policy.

C. Limits Of Liability

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

2. Subject to the limit of liability for each occurrence:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all **ultimate net loss**, except **ultimate net loss** because of injury and damage included in the products-completed operations hazard or for covered claims involving automobile liability; and
- b. The limit of liability stated in the Declarations as products-completed operations aggregate is the most we will pay during each policy period for all **ultimate net loss** because of injury and damage included in the products-completed operations hazard.

3. This insurance shall apply only as excess of the **underlying insurance** limits of liability shown in the Declarations. However, if the limit of liability of the **underlying insurance** shown in the Declarations has been reduced or exhausted because of payments for an occurrence which took place during our policy period, then this policy shall apply as excess of such reduced limit of liability of the **underlying insurance**.

SECTION II – DEFINITIONS

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

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

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

SECTION III – EXCLUSIONS

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

A. Pollution

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

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

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

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

- a. The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an automobile;

- b. The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage; and
- c. The bodily injury or property damage is not otherwise excluded under Paragraph 1.a. of this exclusion.

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

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

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

As used in this exclusion:

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

B. Nuclear Energy Liability Exclusion (Broad Form)

This policy does not apply:

- 1. Under any Liability Coverage, to **ultimate net loss**:

- a. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- 2. Under any Medical Payment Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **ultimate net loss** resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- 3. Under any Liability Coverage, to **ultimate net loss** resulting from the hazardous properties of nuclear material, if:

- a. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- c. The loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion 3. applies only to **ultimate net loss** to such nuclear facility and any property thereat.

As used in this policy:

Hazardous properties include radioactive, toxic or explosive properties;

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

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

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

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

Nuclear facility means:

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

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

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

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

C. Workers' Compensation And Similar Laws

This policy does not apply:

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

SECTION IV – CONDITIONS

- A. **Appeal** – In the event you or any underlying insurer elect not to appeal a judgment in excess of the amount of any **underlying insurance**, we may elect to appeal. Our limit of liability shall not be increased because of such appeal. Any appeal we elect to make will be at our cost and expense.
- B. **Assignment** – Your interest in this policy may not be transferred to another; except by an endorsement issued by us which gives our consent. If you die, this policy shall apply: (1) to your legal representative, but only while acting within the scope of their duties as such; and (2) with respect to your property, to the person having proper temporary custody as an insured, but only until the appointment and qualification of the legal representative.
- C. **Changes** – This policy may be changed only by an endorsement issued to form a part of the policy. Notice to you or to our agent or knowledge possessed by us, by our agent or by any other person shall not affect a waiver or a change in any part of this policy. Nor will such notice or knowledge prevent us from asserting any right under the terms of this policy.
- D. **Cancellation**
 - 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us or any of our authorized agents advance written notice of cancellation.
 - 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
 - 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
 - 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be computed at ninety percent (90%) of pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

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

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

You and any other insured involved must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy Number: CKB0200237

Contractors Bonding and Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Item 4. of the declarations is amended to include

Type of Coverage	Carrier	Eff. Date	Exp. Date	Limits
Business Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company PSB0011135	05-01-25	05-01-26	Occurrence \$ 1,000,000 Aggregate \$ 2,000,000
Employee Benefits Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company PSB0011135	05-01-25	05-01-26	Each Employee \$ 1,000,000 Aggregate \$ 1,000,000
Employers' Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company PSW0006016	05-01-25	05-01-26	Each Accident: Statutory Limits or \$ 1,000,000, whichever is greater Disease Each Employee: Statutory Limits or \$ 1,000,000, whichever is greater Disease Policy Limit: Statutory Limits or \$ 1,000,000, whichever is greater
Business Auto Liability Only the Type of Coverage identified in this Schedule of Underlying Insurance by Carrier, policy number and applicable Limits are to be included.	RLI Insurance Company PSA0003650	05-01-25	05-01-26	Each Accident \$ 1,000,000

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: CKB0200237

Contractors Bonding and Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number:CKB0200237

Contractors Bonding and Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

This insurance does not apply to:

1. Bodily injury or medical payments arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, **silica** or **silica-related dust**.
2. Property damage arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, **silica** or **silica-related dust**.
3. Personal and advertising injury arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, **silica** or **silica-related dust**.
4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, **silica** or **silica-related dust**, by any insured or by any other person or entity.

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION FOR DESIGN PROFESSIONALS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

This insurance does not apply to bodily injury, property damage, personal and advertising injury, or medical payments arising out of the rendering or failure to render any **professional services**.

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

- a. Preparing, approving, or failing to prepare or approve any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, permit application, payment request, manual or instruction;
- b. Supervision, inspection, quality control, architectural, engineering or surveying activity or service, job site safety, warning or failure to warn, construction contracting, construction administration, construction management, computer consulting or design, software development or programming service, or selection of a contractor, subcontractor or subconsultant;
- c. Monitoring, testing, or sampling service necessary to perform any of the services included in **a.** or **b.** above.
- d. Legal, accounting or advertising services;
- e. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- h. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- i. Body piercing services; and
- j. Services in the practice of pharmacy.

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: CKB0200237

Contractors Bonding and Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS LIABILITY ENHANCEMENT FOR DESIGN PROFESSIONALS

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- A. General Aggregate Limit – Per Project Or Per Location**
Paragraph **2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all **ultimate net loss**, except **ultimate net loss** because of:
 - (1) Injury and damage included in the products-completed operations hazard or;
 - (2) Any coverage included in **underlying insurance** to which no underlying aggregate applies.

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

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) Premises involving the same or connecting lots;
- (2) Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
- (3) Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

- B. Additional Insured – Primary/Non-contributory**
Paragraph **K. Other Insurance of SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

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

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

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

L. Subrogation

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

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio

of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number:CKB0200237

Contractors Bonding and Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: CKB0200237

Contractors Bonding and Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT PRACTICES LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

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

This exclusion applies:

1. Whether the injury-causing event described in paragraphs **1.** through **3.** above occurs before, during or after employment of any person:
2. Whether the insured may be held liable as an employer or in any other capacity; or

To any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: CKB0200237

Contractors Bonding and Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO PREMISES RENTED TO YOU EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: CKB0200237

Contractors Bonding and Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: CKB0200237

Contractors Bonding and Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

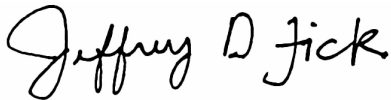
This policy does not apply:

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

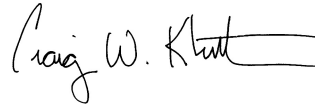
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

SIGNATURE PAGE

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



Secretary



President