

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_\_ day of July 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **4LEAF, Inc.**, a California C Corporation, whose address is **2126 Rheem Drive, Pleasanton, CA 94588** (“**Provider**”), 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: Construction Management and Inspection Services for Clement / Tilden Intersection Improvements. City staff reached out to the service provider on the City’s on-call list of Construction Management 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 July 15, 2025.
- E. The City and Provider desire to enter into an agreement for construction management, inspection, materials sampling/testing, and construction environmental review for construction of the Clement / Tilden Intersection Improvements project, upon the terms and conditions herein.

### **AGREEMENT**

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

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

The term of this Agreement shall commence on the 15<sup>th</sup> day of July 2025, and shall terminate on the 31<sup>st</sup> day of December 2026, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to two (2) additional years.

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

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

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

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit 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.

b. Total compensation for work is \$1,001,931.00, with a ten percent contingency in the amount of \$100,193.10 for a total not to exceed amount of \$1,102,124.10. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

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

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

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

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

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

PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

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

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

**8. NON-DISCRIMINATION:**

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

**9. HOLD HARMLESS:**

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

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


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

# **10. INSURANCE:**

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

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

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

  
 Provider Initials

## **b. COVERAGE REQUIREMENTS:**

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

### **(1) Workers' Compensation:**

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

### **(2) Liability:**

Commercial general liability coverage in the following minimum limits:

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be

considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

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

or

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

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, Room 110  
Alameda, CA 94501  
ATTENTION: Ali Hatefi, Senior Engineer  
Ph: (510) 747-7972

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

4LEAF, Inc.  
2126 Rheem Drive  
Pleasanton, CA 94588  
ATTENTION: Gene Barry  
Ph: (925) 462-5959

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, Room 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Executive Assistant  
Ph: (510) 747-7932 / jnavarro@alamedaca.gov

**18. SAFETY:**

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

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all

incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

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

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

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

**20. ATTORNEYS' FEES:**

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

**21. HEALTH AND SAFETY REQUIREMENTS.**

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

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

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

claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

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

**24. WAIVER:**

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

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, 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. 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.

**28. 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.

**29. 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.

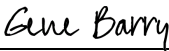
**30. CONTROLLING AGREEMENT:**

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**


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

4LEAF Inc  
a California C Corporation

DocuSigned by:  
  
F39C2ACA1C3D430...  
Gene Barry  
Vice President

CITY OF ALAMEDA  
a municipal corporation


Jennifer Ott  
City Manager

DocuSigned by:  
  
8137340554DD4B5...  
Kevin Duggan  
Secretary

RECOMMENDED FOR APPROVAL

Signed by:  
  
325158B39787491...  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
765A25B39B1B464...  
Len Aslanian  
Assistant City Attorney



**PROPOSAL TO PROVIDE**  
**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**  
**FOR THE CITY OF ALAMEDA'S**  
**CLEMENT AVE. / TILDEN WAY IMPROVEMENT PROJECT**



**SUBMITTED BY:**

**SUBMITTAL DATE: MAY 17, 2025**



**4LEAF, INC.**

CONSTRUCTION MANAGEMENT • PLAN CHECK  
INSPECTION • PLANNING • CODE ENFORCEMENT

*Proposal To Provide*

*Construction  
Management,  
Inspection, and  
Materials Testing /  
Special Inspection  
Services*

*for the*

*City of Alameda  
Clement Ave. / Tilden  
Way Improvements  
Project*

# TABLE OF CONTENTS

COVER LETTER

SECTION 1 PROJECT EXPERIENCE

SECTION 2 PROJECT TEAM

SECTION 3 PROJECT WORK PLAN AND APPROACH

APPENDIX A DETAILED COST ESTIMATE

APPENDIX B RESUMES OF KEY STAFF





## SECTION 1 – PROJECT EXPERIENCE

**4LEAF is a California “C” Corporation and was established in 1999 and incorporated in 2001** by experienced engineers and seasoned managers with a focus on providing *Construction Management (CM), Civil Infrastructure Inspections, Plan Review, Full Building Department Services, Code Enforcement, Planning, and Fire Recovery Services* to public agencies, government, and private clients with the goal of setting the industry standard for excellent customer service. As a medium-sized business, we have approaches to working with clients that are very different from those you might find when working with a large corporation. Rather than trying to be the biggest firm doing everything, our philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate consulting services.



### 4LEAF has provided CM and /or inspection services for the following types of projects:

- Water/Wastewater Treatment Facilities
- Pump Stations
- Creek & Channel diversions
- Levees
- Culverts
- **Roadways & Streetscapes**
- Green Infrastructure (e.g., bioretention, bioswales, permeable paving)
- **SS and Storm Water Conveyance Systems**
- **Transportation Projects**
- Bridges
- **Traffic Signals / Streetlighting**
- **Grading & Earthwork**
- Trash Capture Systems
- **Sidewalk, Curb and Gutter**
- Retaining Walls
- **Bicycle & Pedestrian Facilities, Including Dedicated Bike Paths**
- Park and Recreation Facilities
- Government/Municipal Facilities
- Environmental Remediation
- Biologically and Culturally Sensitive Areas

### The following are some of the CM and inspection services 4LEAF provides:

- Biddability / Constructability Reviews
- Coordinate and Chair Pre-Con and Weekly Meetings
- Review Baseline Schedules
- Perform Schedule Management
- Coordinate with Various Project Stakeholders
- Prepare Progress Status Reports
- Review Contract, Environmental and Permit Documents, & Laws and Regulations
- Perform On-Site Administration
- Project & Program Management, Contract Administration
- Review Submittals & RFIs
- Review Progress Payments and Pay Applications
- Track Bid Item Quantities
- Review & Process Change Order (CO) Requests – 4LEAF is familiar with the City’s CO process and the City’s internal Change Request Form (CRF).
- Perform Construction Inspections
- Maintain Detailed Written and Photographic Records of Site Activities
- Monitor & Document Contractor’s Compliance with Project Contract, Permits, Health & Safety Plan
- Ensure Compliance with Environmental Regulations (SWPPP, ECP, BMPs, etc.)
- Verify Contractor’s Compliance with the approved Traffic Control Plans
- Provide On-Site Coordination with Utilities
- Coordinate Special Inspections and Material Testing
- Review Contractor’s Certified Payroll
- Maintain Complete and Accurate Project Files in Accordance with State, Local and Federal funding, including Caltrans LAPM procedures, when required
- Provide ADA/Building-Code Compliance
- Maintain Construction Red-Lined Copies of Drawings
- Track Equipment & Manpower
- Coordinate and Perform Commissioning Services
- Prepare Final Punch List
- Compile Project Closeout Documentation
- Review, Evaluate and Recommend Change Order Course of Action



## 4LEAF PROJECT EXPERIENCE

### De Anza Blvd and McClellan Road Intersection Improvements Project – Phase 3

#### *City of Cupertino*



4LEAF and our subconsultant, CTS, provided CM, Inspection, and Materials Testing and Special Inspection services for the City of Cupertino's \$1.4M De Anza Blvd and McClellan Road / Pacifica Drive Intersection Improvements project.

This Federally- and City-funded project consisted of constructing civil and traffic signal improvements including site demolition and potholing for existing utilities, installation of a bike lane median and ADA compliant sidewalks and ramps, relocation of underground utilities (storm drain and electrical), horizontal directional drilling and pulling conduit for new electrical conduit, construction of a traffic signal

controller and cabinet, construction of new traffic and light poles, and performing AC paving and traffic striping. All work was performed within the existing City right of way. The project was constructed in high vehicle and pedestrian traffic areas and adjacent to numerous active businesses and required continuous public outreach during construction.

#### **Services performed by 4LEAF included:**

- Performing CM services and coordinating and chairing weekly construction meetings.
- Managing all RFIs, submittals, contract change order requests, and approved contract change orders.
- Performing coordination with PG&E for electrical service connections.
- Performing full-time inspection services and monitoring / documenting contractor's work for adherence to contract documents.
- Maintaining thorough daily inspection reports and continual review of plans/ specifications.
- Providing extensive daily interface with City staff, property owners, contractor and subcontractors, design engineers, and multiple utility providers.
- Assisting the City and contractor in resolving site issues including utility conflicts, driveway and sidewalk conforms, field changes to design drawings, etc.
- Coordinating all special inspections and materials testing being performed by our subconsultant CTS.
- Documenting information related to manpower, equipment, and extra work.
- Continually monitoring the contractor's traffic control to ensure compliance with the traffic control plan.
- Providing accurately measured quantities and reviewing draft pay estimates submitted by contractor and providing recommendations to City staff.
- Collecting and maintaining digital photographs of all daily construction activities.
- Reporting all discrepancies requiring corrective actions to City staff and maintaining red-lined set of project plans.
- Performing frequent communications with the contractor to review proposed work and schedule inspections.
- Developing "punch list" items and following up with corrective measures with the City's staff.





## Orange Ave. Sidewalk Improvements Project

*City of Cupertino*

4LEAF and our subconsultant, CTS, provided CM, Inspection, and Materials Testing and Special Inspection services for the City of Cupertino's \$2M Orange Ave. Sidewalk Improvements project. The project included performing site demolition and tree removals; relocating various utilities (communication lines and utility boxes, water service laterals and valve boxes, fire hydrants); installing sidewalks, curbs, gutters, driveway aprons, planting strips, storm drainage system modifications, landscape restoration (fencing, decorative pavers, irrigation piping, vegetation, etc.); restoring property owner fences; performing AC grinding, paving, and slurry seal; and installing traffic striping.



The project was constructed in a seven-block residential area of Orange Ave. between McClellan Road and Stevens Creek Boulevard and required extensive up-front planning and coordination between City staff and the property owners during the design and pre-construction phases as part of property owners granting easements to the City allowing the project to be constructed in front of their properties. During the construction phase, 4LEAF's CM / Inspector engaged in regular and frequent communications with all residents to assuage concerns and provide status updates as part of the City's proactive outreach efforts.

### **Services performed by 4LEAF included:**

- Performing CM services and coordinating and chairing weekly construction meetings.
- Managing all RFIs, submittals, contract change order requests, and approved contract change orders.
- Performing full-time inspection services monitoring/documenting contractor's work for adherence to contract documents.
- Maintaining thorough daily inspection reports and continual review of plans/ specifications.
- Providing extensive daily interface with City staff, property owners, contractor and subcontractors, design engineers, multiple utility providers, and contractors performing tenant improvement work on individual residential properties.
- Assisting the City and contractor in resolving site issues including utility conflicts, driveway and sidewalk conforms, field changes to design drawings, etc.
- Coordinating all special inspections and materials testing being performed by our subconsultant CTS.
- Documenting information related to manpower, equipment, and extra work.
- Continually monitoring the contractor's traffic control to ensure compliance with the traffic control plan.
- Providing accurately measured quantities and reviewing pay estimates submitted by contractor and providing recommendations to City staff.
- Collecting and maintaining digital photographs of all daily construction activities.
- Reporting all discrepancies requiring corrective actions to City staff and maintaining red-lined set of project plans.
- Maintaining frequent communications with the contractor to review proposed work and schedule inspections.
- Developing "punch list" items and following up with corrective measures with the City's staff.



## Miller Avenue Streetscape and Underground Utilities Improvement Project

### City of Mill Valley

4LEAF provided CM and Inspection services to the City of Mill Valley for this multiple **award winning** \$13.5M capital improvement project that has dramatically improved multi-modal movements for pedestrians, bicyclists, and motor vehicles. It installed new underground utilities; rehabilitated asphalt pavement; and replaced sidewalks, utility boxes, streetlights, and landscaping to beautify more than two miles of Miller Avenue. Some project components included:

- 6-inch and 12-inch *welded steel waterlines* and 4-inch laterals
- **Full-Depth Reclamation (FDR) Asphalt Paving Method; Cold-in-Place (CIR) Asphalt Paving Method**
- **Pipe bursting** Sanitary Sewer Installation; **Cured-in-Place** Pipe Sanitary Sewer Installation

Awarded "**Local Street Project of the Year**"  
California Transportation Foundation (CTF)

**Overall Winner Outstanding Local Streets and Roads Awards Program**  
California State Association of Counties and  
County Engineers Association of California (CEAC)

**Public Works Project Award**  
**Projects \$5M - \$25M**  
American Public Works Association – N. CA  
Chapter

This project was segregated into two separate projects because of funding sources. 4LEAF provided separate documentation to accommodate the *Federally-Funded* project, which was at north end of Miller Avenue and included concrete sidewalk, curb, gutters and curb ramps.

As the largest Public Works project ever undertaken by the City of Mill Valley in the heart of its downtown district, the project garnered a large amount of attention from stakeholders. The City is well known as being home to residents who are heavily involved in city issues. 4LEAF was formally recognized and commended by elected officials, city staff, multiple residents, and businesses for creating a very positive construction environment through 4LEAF's full-time on-site presence and availability in coordinating issues specific to traffic, parking, safety, pedestrians, and businesses.



### Services performed by 4LEAF included:

- Performing close collaboration between the City staff, design firm, construction contractor, and 4LEAF's subconsultants for materials testing/special inspection and schedule management.
- Performing extensive daily public outreach and communications with downtown business owners concerning issues such as access to their properties; collecting daily photographs of construction activities.
- Managing project documentation according to **LAPM** requirements as required for federal funds.

## Balboa Way Repair Project

### City of Pacifica

4LEAF and our subconsultant, Construction Testing Services, provided Construction Management, Inspection, and Materials Testing and Special Inspection services for the City of Pacifica's \$2.2M Balboa Way Street Repairs project. The project included restoration of the entire extent of the residential area of Balboa Way between Anza Drive and Arguello Boulevard as well as private driveways.





The project replaced and/or repaired approximately 27,300 square feet (SF) of roadway asphalt, replaced approximately 5,170 SF of sidewalk including curb and gutter, replaced 10 private driveways, constructed four ADA curb ramps, replaced approximately 630 lineal feet (LF) of 8-inch-diameter high density polyethylene (HDPE) sanitary sewer pipe (SDR 17) by open trench, replaced approximately 155 LF of 24-inch HDPE sanitary sewer pipe (SDR 17) by open trench, abandoned and relocated approximately 720 LF of a 6-inch-diameter ductile iron water main line, replaced approximately 90 LF of 18-inch reinforced concrete pipe (RCP) storm drain line with 18-inch HDPE (SDR 17) pipe by open trench, constructed three new sanitary sewer manholes, performed leak repair on seven existing sanitary sewer manholes, and re-established sanitary sewer lateral tie ins. All work was performed while meeting the health and safety requirements outlined in the San Mateo County Health Officer Order for COVID-19.



#### Services performed by 4LEAF included:

- Performing part-time CM services and coordinating and chairing weekly construction meetings.
- Managing all RFIs, submittals, potential change order requests, and contract change orders.
- Reviewing contractor pay applications and providing recommendations to City staff.
- Full-time inspection services monitoring/documenting contractor's work for adherence to contract documents.
- Maintaining thorough daily inspection reports and continual review of plans/ specifications.
- Providing daily interface with residents, utility providers, and multiple jurisdiction staff.
- Coordinating all special inspections and materials testing being performed by our subconsultant CTS.
- Documenting information related to manpower, equipment, & extra work.
- Continually monitoring the contractor's traffic control to ensure compliance with the traffic control plan.
- Providing accurately measured quantities and reviewing pay estimates submitted by contractor.
- Collecting and maintaining digital photographs of all daily construction activities.
- Reporting all discrepancies requiring corrective actions to City staff and maintaining red-lined set of project plans.
- Meeting with the contractor to review proposed work and schedule inspections.
- Developing "punch list" items and following up with corrective measures with the City's staff.
- Utilizing 4LEAF's corporate account with Procore as the cloud-based document control system.



## SECTION 2 – PROJECT TEAM

The ultimate success of any project depends on providing highly qualified staff that can work effectively in a team environment or individually. The following provides a description of the roles and responsibilities of our proposed staff for this Project. Complete resumes for our proposed staff are provided in [Appendix A](#).

**Gene Barry, P.E., Principal-in-Charge (PIC) / Project Manager (PM)** – responsibilities will include meeting with the City’s designated Project / Contract Manager once the notice to proceed (NTP) is issued to discuss the nature and proposed scope of services required and the project schedule. While work is under way, Gene will communicate regularly with the City and 4LEAF staff to monitor progress; monitor the project to ensure our team is following both the City’s and our procedures and that we are meeting your expectations; and communicate with the Client on a regular basis to provide status updates to the overall contract.

**Chris Bryden 4LEAF Construction Manager** – Chris will work under the supervision of 4LEAF’s PIC / PM, Gene Barry, P.E. and his responsibilities will include receiving and processing progress payments, submittals, RFIs, and potential contract change orders (PCCOs); coordinating 4LEAF’s and CTS’s inspection staff; reviewing and monitoring construction schedules; coordinating and running weekly meetings; communicating with the City, the project team, and other project stakeholders; performing as-needed Public Outreach; and coordinating special inspections.

**Clayton Jones, 4LEAF Construction Inspector** – Clayton’s responsibilities will include monitoring and documenting daily site activities and ensuring the progress of the work is performed in accordance with the plans and specifications; verifying materials and quantities; performing as-needed Public Outreach; and assisting 4LEAF’s CM for scheduling of special inspections.

## SUBCONSULTANTS

### Construction Testing Services

4LEAF’s team firm, CTS, will provide **Materials Testing and Special Inspection services** in support of the Project. Founded in 1994, CTS has provided full-service geotechnical engineering and material testing for nearly \$30 billion in construction, ranging from transportation and site work to water resource projects, K-12 schools and universities to laboratories and hospital facilities, civic centers and libraries to corporate office campuses, and hotels and parking structures to police and fire stations. CTS’ 250+ member staff includes licensed engineers, inspectors and technicians who are experienced in all types of construction. CTS and 4LEAF have teamed up on more than 200 projects during our combined 23-year history.

### **CTS’s inspectors and technicians are certified by:**

- International Code Council (ICC)
- American Welding Society (AWS)
- American Society for Nondestructive Testing (ASNT)
- Office of Statewide Health Planning and Development (OSHDP)
- American Concrete Institute (ACI)
- Division of State Architect (DSA)
- Caltrans
- U.S. Army Corps of Engineers (USACE)

### **CTS’s laboratories are regularly reviewed and accredited by:**

- Special Inspection Committee of the International Code Council (ICC)
- Cement and Concrete Reference Laboratory (CCRL)
- Division of State Architect (DSA)
- American Association of State Highways and Transportation Officials (AASHTO)
- U.S. Army Corps of Engineers (USACE)



- Caltrans
- International Accreditation Service (IAS)

**Engineering specialists:**

- Registered and experienced civil engineers and registered and experienced geotechnical engineers
- Quality Control Program.

**CTS's Reporting Software:**

CTS has created a cloud-based software and companion mobile application called **ELAS** that optimizes the reporting process. **ELAS** as a tool facilitates transparency with CTS activities, enabling Clients to view inspector activity, reports, and preliminary estimates. In addition to test-result reporting capabilities, **ELAS** has tools for project managers to immediately generate budgets based on initial estimates and work performed. Full-color reports with pictures and plan markups are available in real-time for review by our engineers and, ultimately, distribution to project shareholders. Our team uploads inspection and laboratory reports daily and **ELAS** allows these reports to be immediately emailed to the project team at the click of a button.

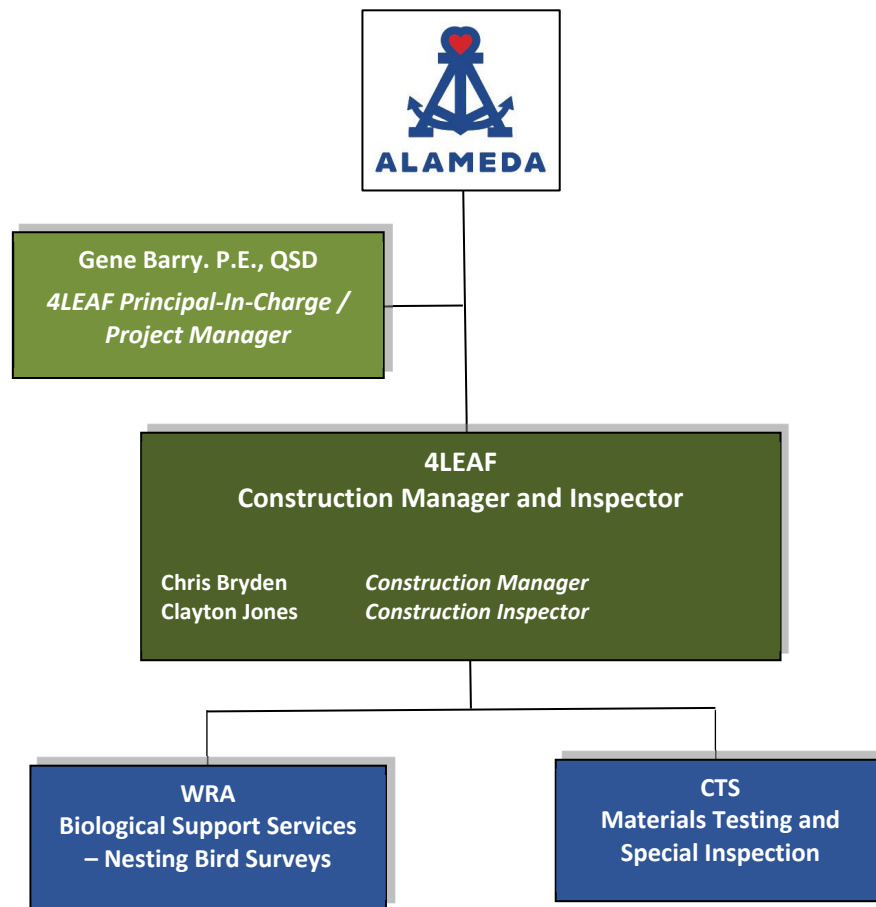
In addition, **ELAS** tracks exceptions and non-compliance incidents from initiation to closure. **ELAS** brings efficiencies to every sector of CTS, improves the Client relationship, and keeps joint projects on track. ***Let our investment work for you! Scan this QR code to learn more.***

**WRA Environmental Consultants**

4LEAF's Team firm WRA will provide as-needed biological monitoring support services during clearing, grubbing, vegetation and tree removal activities of the project. WRA is an employee-owned, certified small business (SB-PW ref. #13333) with 100 team members working from four offices in California including a local Alameda County office in Emeryville. WRA has worked on more than 300 projects across Alameda County, including for the City of Alameda. WRA has developed a streamlined Nesting Bird Survey Program where their trained wildlife biologists work with their clients to ensure projects move forward while navigating unique regulatory conditions and permit requirements.



## PROJECT ORGANIZATION CHART





## SECTION 3 – PROJECT WORK PLAN AND APPROACH

The following provides a summary of the scope of services that will be performed for this Project and outlines our project approach for performing our services under the three distinct phases of the Project: *Pre-Construction*, *Construction*, and *Post-Construction*. The following represents the typical services performed during CIP projects.

### PRE-CONSTRUCTION SERVICES

During Pre-Construction, the 4LEAF team will establish immediate and routine contact and communication with the Project's team including the City, the contractor, utility companies, and other project stakeholders. We will take steps to ensure successful collaborations with each of these entities. The pre-construction phase of a project typically includes the following key tasks.

#### Kick-off Meeting

Once we have reviewed the contract documents, we will meet with the City for a kick-off meeting to discuss the schedule and scope of the project. We will discuss appropriate staging area locations that the contractor may use during construction.

#### Perform Pre-Construction Project Site Condition Inspection

Using digital and / or video cameras, the 4LEAF team will record the existing conditions of the project site and area(s) of new construction before the contractor starts work, during construction, and then again at the completion of construction activities. This documentation will be a useful tool in identifying and / or assigning ownership of any damage to existing City or privately-owned facilities once work begins. If it isn't already a contract requirement, we recommend that the contractor performs the same documentation to adequately protect the City and themselves from outside influences on the areas that they will be performing their work.



#### Document Review

The first order of work for the 4LEAF team will be to understand the project scope and site and review the confirmed set of contract documents, including the construction drawings and specifications, addenda, cost estimates and quantities, design reports and studies, resource agency permits, utility relocations plans, etc. If there are other projects under construction within proximity to the proposed project, 4LEAF will gather available critical information on these projects, in particular scope, schedule, and project team contact information, to allow collaboration between the project teams and allow each project to meet its schedule while maintaining public safety within each project's limits.

#### Project Files

4LEAF proposes using the Procore as the cloud-based application for recording, logging, storing, and retrieving information pertaining to all technical, financial, and administrative aspects of the Project. 4LEAF has extensive experience using Procore on small-, medium-, and large-CIP projects.

#### Pre-Construction Meeting

The 4LEAF team will conduct a pre-construction conference with the project team including City staff, the contractor and subcontractors, and other interested parties. Some of the topics to be discussed at the pre-construction conference will include:

- Performing introductions and identifying roles/responsibilities.
- Discussing lines of communication and authority for City, contractor, and consultant personnel.
- Identifying the status of notifications made to underground utilities and protocols for submitting notices to Underground Service Alert (USA).
- Coordination with other projects under construction within the area.





- Establish a collaborative role for every worker onsite to maintain the public's safety.
- Identifying construction phasing, scheduling and staging information including where contractor may stage equipment and materials during the project.
- Discussing material inspection requirements and coordination.
- Discussing cooperation with the public, minimizing public traffic delays, allowable work hours and procedures for public work notices and any signage that will need to be installed along the project route.
- Discussing construction staking and traffic handling.
- Discussing the contractor's Baseline Schedule.
- Discussing required contractor submittals.
- Discussing procedures for submitting and approving contractor pay requests and anticipated dates pay requests.
- Discussing process for submitting requests for information (RFIs), change orders, submittals, etc.
- Discussing mobilization and any additional issues that need to be resolved before work commences.

## CONSTRUCTION PHASE

The 4LEAF team will perform on-site inspections to check the quality and quantity of the work performed by all trades and guard the City against defects and deficiencies in the work by the contractor. As necessary, the 4LEAF team will inspect construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the intent of the construction documents and recommend necessary remedial action to the contractor as required.

## Progress Meetings

4LEAF's team will schedule, prepare agendas for, chair, and provide minutes for all meetings including the weekly progress meetings, periodic meetings with the City, as well as any additional stakeholder meetings that may be necessary to successfully complete the project.

The *weekly progress meeting* will be used to review the contractor's 3-week look ahead schedule (highlighting critical project activities, operations, and necessary coordination), open issues, status of submittals and open RFIs, deficient work, SWPPP concerns, and safety concerns.

## Review Contractor Submittals

The contractor will be required to prepare detailed submittal items [such as emergency contacts, phased traffic control plans, baseline schedule, a SWPPP, etc.] prior to the start of construction. 4LEAF will utilize the City’s CIP PM application for inputting, assigning, and tracking of submittals that are submitted by the contractor prior to either approving the submittal for use on the Project or prior to forwarding them to the designer of record for their review and approval. If a submittal needs to be reviewed and approved by the designer of record, our review prior to forwarding it to the designer of record will provide a “sanity check” of the submittal before the designer spends time reviewing the submittal. This will streamline the submittal process for all parties, preventing the designer of record from wasting their time reviewing a submittal that may not meet contract requirements. The status of submittals will be updated at each weekly progress meeting with “Ball in Court” status indicating whose action is required to move the submittal process along as efficiently as possible. These procedures will be followed for the request for information (RFI) process as well.

The screenshot shows a Google Drive interface. At the top, there's a search bar with the text "San Mateo Highways Canyon Road Bridge" and a search button. Below the search bar, there's a list of files and folders. The file "60 P202 Flow, Plans and Specs" is highlighted. To the right of the file list, there's a "Details" tab and a "Share" button. The "Details" tab is active, showing the file's name, size, and creation date. The "Share" button is also visible.

## Construction Management, Field Inspection, and Quality Assurance

4LEAF's on-site staff will observe and monitor the progress of the work in accordance with the plans, specifications, and contract documents and are in alignment with the construction schedule; including removing



the railroad tracks and ties, removing the railroad platform which contains asbestos-containing materials and lead-containing paint; excavating contaminated soils, and work that affects the SWPPP or ECP. Photos will be taken, and daily inspection reports will be prepared using the report format required or requested by the City. The information on the daily reports will include but will not be limited to general weather conditions; shift hours; documenting traffic controls are in place (both vehicular and pedestrian); documenting the contractor's compliance with all the requirements for removal of contaminated materials at the site; documenting SWPPP erosion control measure conditions; and documenting work activities, labor, and equipment hours, work complete, quantities, and other related information and discussions. The City's consultant, Terraphase Engineering, will be responsible for reviewing the contractor's submittals related to remedial activities, providing environmental and engineering support and monitoring during the remedial action activities.

4LEAF's subconsultant, WRA Consulting ("WRA") will perform as-needed nesting bird surveys prior to tree and vegetation removal activities performed between the nesting bird season (February 1, to September 30). The surveys will be conducted by WRA's qualified biologist no more than 72 hours prior to the start of tree or removal activity. WRA will also provide as-needed biological support services to establish non-disturbance buffer zones for nesting birds if work is to occur within 300 feet of active raptor nests or 50 feet of active passerine nests to minimize disturbance based on the nest location, topography, cover, the species' sensitivity to disturbance, and the intensity/type of potential disturbance.

4LEAF's Construction Manager will complete Weekly Statement of Working Days (WSWD) reports each week providing a snapshot of the project progress including contract time elapsed, weather conditions, working and non-working days counted for the week, time extensions, computation of current Estimated Completion Date, and controlling operations progress made for the week. As controlling operations are performed, 4LEAF's Inspector will collect certificates of compliance, AC weight tags, concrete batch tags, and bills of lading for materials delivered to the site. Our Construction Inspector will then compare these documents to the approved submittals before allowing the materials to be used on the project. Although the 4LEAF team would not be contracted to be the project safety officers; we would make the contractor aware of unsafe conditions we notice on the job site throughout the life of the project.

4LEAF will do a thorough review of the contractor's monthly progress payment requests to ensure the City is only making payments for work completed each month. The monthly measurements and calculations will come from the quantities measured and reported on the inspector daily reports. Before the start of construction, 4LEAF and the contractor will develop a procedure that is acceptable to the City for submitting and reviewing monthly progress payments and the final payment. We will review the contractor's schedule of values for bid items and segregate them into a form that is acceptable to the City for reimbursement. The 4LEAF team will review the contractor's payment requests and will compare them to the quantities calculated and measured on the Quantity Data Sheets. If payment for materials on hand is allowed in this contract, we will verify the materials on the job site, or coordinate with the contractor for source verification at the time of the payment request.

After 4LEAF and the contractor agree on the monthly progress payment amount, 4LEAF's Construction Manager will prepare the final progress payment request using the form and procedure previously approved by the City (showing work completed each month, work completed to date, percentage complete for each item, and any applicable deductions to the net payment) for approval and execution by the City. Additionally, 4LEAF will provide a project progress summary in the monthly status report. This summary will include the percentage of the budget spent and percent of working days used.

## Public Outreach

Although public works improvement projects will encounter standard construction issues, our experience and knowledge of how to address these types of issues place those in the manageable category and are inherent to the job. Completing the construction process alone is not enough to deliver a successful project. During construction, the project must minimize the impact to the community to gain their trust in meeting the City's commitment to them. Public streets typically experience vehicular and pedestrian traffic. With our experience managing the construction of these types of projects, we understand the need to communicate effectively with the public, keep them informed of planned activities and when schedules change, and address their concerns in a timely manner. Public forums and other advanced notices are a great start for the community at large; however, once construction begins it becomes more of an individual effort as the residents will be more concerned with the direct impact to them as opposed to the community in general.

4LEAF's field staff can assist the City with public outreach activities by making an initial site visit to each business and residence and provide them with contact information. Follow-up visits are in order once the contractor's 3-week look-ahead schedule is provided, and we know the exact dates of when work will directly impact their location. Individual businesses and residences need to know when they will be directly impacted and that we will listen to their concerns including that access to their residence will be maintained, traffic controls will be monitored and maintained throughout the project, construction noise will be minimized to the extent possible and only allowed during approved hours, access to parking will be maintained per the project's requirements, etc. They need to know we care about their concerns and will do whatever possible to minimize the impact.



## Traffic Control

Traffic control is a key issue in maintaining safe conditions on any public works improvement project and keeping positive relations with the public. 4LEAF's on-site staff will coordinate with the business and property owners along the project route as well as the contractor so that businesses and residents are notified in advance when any work along their driveway entrances are scheduled. Our staff will not only provide sufficient notification to businesses and property owners of upcoming work and the work hours but will also ensure the contractor performs the work when scheduled.

4LEAF's on-site staff will continuously monitor the contractor's traffic control measures and ensure they are in place before the start of each workday, maintained throughout the workday, and in place at the end of each workday. This will include ensuring the contractor provides all the required notification signage and the appropriate number of flagmen. If necessary, 4LEAF will request police patrol to enforce safe traffic speeds during construction throughout the project limits.



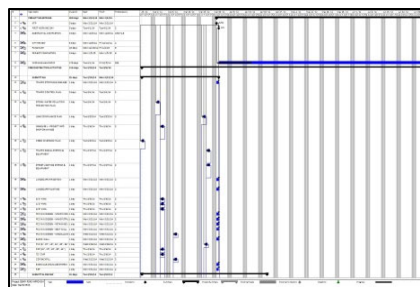
## Schedule Management

The 4LEAF team will perform a detailed review of the contractor's baseline schedule to ensure all the controlling operation's durations, critical path, and order of work follow a logical sequence to the project completion. We will then monitor the contractor's progress throughout the project and compare it to their baseline schedule, so we can identify any deviations of the contract completion date as soon as possible; therefore, giving the contractor ample time to develop and present their plan on getting the project back on schedule.

To accomplish tasks in the time frame allotted and to further ensure the success of the project, we will do the following to provide good schedule management throughout the project:



- We will consistently review and monitor the project schedule to ensure the contractor is updating the schedule frequently and providing 3-week look-ahead schedules. We will request updates as appropriate, and track delays or accelerations based on actual contractor operations.
- We will continually assess critical project items to assist in determining the best use of schedule float in the contractors' critical path method (CPM) schedules to avoid down time.
- We will coordinate regularly with the City regarding all construction activities and impacts to the baseline and 3-week look-ahead schedules.
- We will recommend introducing various phasing options to deal with potential worst-case scenarios in scheduling for the project such as concurrent project delays, inclement weather delays, etc.
- We will include "what if" meetings as the project progresses; for example, what if we accelerate a portion of construction- how would that affect the overall CPM.



If schedule slippage occurs, we will immediately meet with the contractor to discuss ways in which to accelerate other portions of work. Another way to accommodate slippage in the schedule is to re-sequence work to make up for lost time.

### Cost Management

Progress payments from the contractor will be reviewed, verified, and processed with recommendations for action. Payment requests, which must be returned to the Contractor, will be returned with a written explanation of any deficiencies in the payment request. *Other financial controls 4LEAF will provide include the following:*

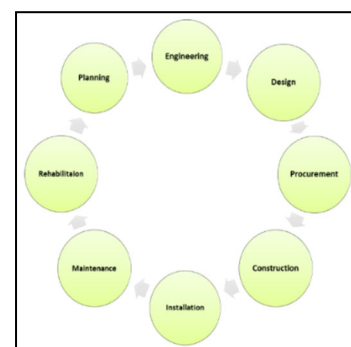
- We will review the project budget continually, performing "what if" scenarios to better manage costs and cash flow as the project moves forward.
- We will establish, implement, and maintain cost monitoring and control procedures.
- We will carefully document all information related to manpower, equipment, and time for extra or force account work.

### Quality Assurance

We understand that an effective **Quality Assurance (QA) / Quality Control (QC) Plan** is necessary to deliver a quality project and that the plan has a place in each stage of the project's life. The accompanying graphic illustrates how Quality Assurance and Quality Control are at the heart of a project.

We believe that quality must be maintained as the ultimate priority of every person involved in a project. Without quality, the other elements of the project simply don't matter.

We agree with the definition of an effective Quality Management System as "not just one where good products and services are delivered" rather, an effective Quality Management System is one that continuously seeks to improve the products and services being delivered and the delivery processes used by the organization.



### Quality Assurance Materials Testing

4LEAF will coordinate and schedule special inspections and materials testing with our team firm, CTS, for as-needed materials testing and special inspections. These inspections will be conducted per the project or relevant City / Caltrans Standard Specifications and additional project specific quality assurance requirements. 4LEAF will receive documentation for all tests, including retests, and observe and document the testing. We will notify the

contractor immediately of any non-compliant test results and maintain test reports and logs of any verification tests performed.

### Biological Support Services

4LEAF will coordinate and schedule our subconsultant, WRA, to perform nesting bird surveys to maintain compliance with the biological protections afforded by the Migratory Bird Treaty Act (MBTA), the California Fish and Game Code (CFG), and the following Project-specific Conditions of Approval:

- **Pre-construction Surveys for Nesting Birds:** If tree and vegetation removal or clearing and grubbing must occur during nesting bird season (February 1 to September 30), pre-construction surveys for nesting birds will be conducted by a qualified biologist no more than 72 hours prior to the start of construction.
- **Non-Disturbance Buffer for Nesting Birds:** If work is to occur within 300 feet of active raptor nests or 50 feet of active passerine nests, WRA's biologist will recommend a non-disturbance buffer will be established at a distance sufficient to minimize disturbance based on the nest location, topography, cover, the species' sensitivity to disturbance, and the intensity/type of disturbance.

The contractor's schedule and sequencing of work was not available at the time of preparation of this proposal; therefore, the number of nesting bird surveys that will be required for the Project is currently unknown. 4LEAF requested that WRA provide a "cost per trip" charge and we assumed five bird surveys may be required during the construction phase.

### Contract Modifications, Extra Work, Change Orders and Claims

4LEAF will meet with the City to discuss utilizing any existing City change order tracking systems that are currently in place as well as suggest protocols for use on the project. Using the project's contract document or Caltrans standards, 4LEAF will provide the City with assurance that the contractor is not presenting requests for change orders that are already included in the original scope of the contract. Our Construction Manager and / or Inspector will meet face-to-face with the contractor's representative to gather more information on the nature of the potential change order. Quite often, a contractor only has a general knowledge of the plans and specifications and an item they feel is a change order may indeed be part of the plans and specifications of which they were not aware. We will ensure all potential changes and extra work requests to the contract have been reviewed and evaluated for cost and times impacts, and properly justify a response to the contractor. 4LEAF's Construction Manager will review requests for change orders and extra work requests from the contractor for contractual and technical merit and prepare independent cost estimates and schedule analysis for the proposed work. If directed by the City, 4LEAF can negotiate change orders on behalf of the City and prepare all required documents for execution by the City and the contractor. 4LEAF's Construction Manager will keep the City informed of the cumulative cost and time impacts to the contract through a CCO log that will be updated upon execution of each change order. 4LEAF will take no action without the review and approval of the City.

We pride ourselves on maintaining positive working relationships with the contractors that we work with, resulting in addressing most issues early enough to avoid potential claims. There will be times, however, that mutual agreements on issue resolution cannot be achieved. At that point, the contractor may issue a Notice of Potential Claim. If we become aware of a potential claim, 4LEAF will require the contractor to submit documentation supporting the claimed delay (including a time-impact analysis).

CHANGE ORDER	
Date:	Change Order No.:
[Contractor/Remodeler Name] is directed to make the following changes:	
Reason for Change:	
Cost for Change:	
Original Contract Amount:	\$ _____
Total Prior Changes:	\$ _____
Total Amount of This Change:	\$ _____
Total Contract Amount With All Changes:	\$ _____
Time for Change:	
Original Estimated Completion	_____
New Estimated Completion Date With All Change Orders	_____
[Contractor/Remodeler Name]	
By:	_____
Its:	_____
[Owner]	
_____	





The 4LEAF team will compare the contractor's initial baseline schedule, revised schedules, actual time of work activity, the contractor's operational efficiencies, and the inspector's daily reports to determine the source and contractual responsibility for all delay claims. If the analysis results in a resolution that favors the contractor's stance on the issue, a CCO will be recommended. If this action does not adequately resolve the potential claim, 4LEAF's Construction Manager will generate and compile all backup data, copies of reports and correspondence that pertain to the Notice of Potential Claim on the issue. We will include this backup data in a claim settlement report package in case the contractor goes through a claim on the unresolved issue. All such packages will be forwarded to the City with a cover letter with the facts as 4LEAF sees them and recommends actions, if any. A log of Notices of Potential Claims will be prepared and updated for discussion at regular City meetings and/or weekly progress meetings. We will work with the contractor on every unresolved issue throughout the life of the project with the goal of coming to a mutually agreeable resolution with the contractor prior to it escalating to higher levels of management.

### **POST-CONSTRUCTION PHASE**

The post-construction and contract closeout phases consist of three distinct closeout elements: physical closeout, document closeout, and fiscal closeout.

**Physical closeout** consists of a series of inspections performed to document that the work is complete to one of two levels: (1) Substantial Completion – when work, or a designated portion of the work, is sufficiently complete that the client or the public may utilize it; or (2) Final Completion – acceptance by the client that the project is completed in full.

Applicable certificates will be issued at each stage of completion, and punch lists will be updated during each inspection.

**Document closeout** is the process of assembling and transferring the required contract files from 4LEAF to the City when the contract is complete. Documents typically include project correspondence, change orders, change notices, RFIs, submittals, warranties, and claims. 4LEAF will prepare a completion report that includes all the necessary documents and provide a hard copy and electronic copy of the report to the City. 4LEAF's Inspector will compare the contractor's "as-builts" to his as-builts and will submit drawings to the designer.

**Fiscal closeout** includes the review of contract administration (submittal log, RFI log, punch lists, etc.), accounting, and financial functions to confirm they are coordinated with physical closeout functions to ensure that no outstanding financial liability is present after the final payments / retentions are made to the contractor.

## **APPENDIX A**

### **DETAILED COST ESTIMATE**

Cost Estimate to Perform Construction Management, Inspection, Bird Survey, and Materials Testing/Special Inspection Services May 16, 2025  
for the City of Alameda Clement Ave. / Tilden Way Improvement Project

Exhibit A

Task	Sub Task	Task Description	PIC / PM (4LEAF)	Construction Manager (4LEAF)	Construction Inspector (4LEAF) (Regular time)	Construction Inspector (4LEAF) (Day Shift OT)	Public Works Inspector Apprentice	Total Hours Per Task	Cost Per Task	Notes
		Hourly Rate	220.00	180.00	157.04	212.00	97.85			See Notes (a), (b), & (c).
1		Preconstruction Phase	Hours	Hours	Hours	Hours	Hours	Hours		
	1a	Attend Teleconference Kickoff Meeting w/ Client.	1	1	1	0		3	\$557	
	1b	Coordinate and Perform Visual Pre-Construction Project Site Condition Documentation.	0	4	32	0		36	\$5,745	
	1c	Review Conformed Set of Project Plans and Specifications.	1	32	12	0		45	\$7,864	See Note (d)
	1d	Prepare for and Chair Pre-Construction Conference Meeting.	1	16	4	0		21	\$3,728	
	1e	Receive and Process Early Contractor Submittals.	0	32	0	0		32	\$5,760	See Note (e).
	1f	Miscellaneous Pre-Construction Tasks.	0	40	8	0		48	\$8,456	
	1g	Project Management.	4	0	0	0		4	\$880	
		Task 1 Subtotal:	7	125	57	0		189	\$32,991	
2		Construction Phase	Hours	Hours	Hours	Hours	Hours	Hours		See Notes (e) & (f)
	2a	Perform Construction Management.	0	2,240	0	0		2,240	\$403,200	
	2b	Perform Construction Inspections.	0	0	2,240	0		2,240	\$351,770	
	2c	Project Management.	40	0	0	0		40	\$8,800	
	2d	Quality Assurance Materials Testing and Special Inspection (CTS)							\$83,277	See Note (g).
	2e	Nesting Bird Survey Support Services (WRA).							\$16,500	See Note (h).
	2f	Document Control Software (Procore).							\$31,230	See Note (i).
	2g	10% Administrative Processing Fee on Subconsultants							\$13,101	
		Task 2 Subtotal:	40	2,240	2,240	0		4,520	\$907,878	
3		Post Construction Phase	Hours	Hours	Hours	Hours	Hours	Hours		
	3a	Final Inspections and Provide Red-Lined Set of Plans to Client.	0	8	32	0		40	\$6,465	
	3b	Construction Management - Project Closeout.	0	50	0	0		50	\$9,000	
	3c	Project Management.	8	0	0	0		8	\$1,760	
		Task 3 Subtotal:	8	58	32	0		98	\$17,225	
		TOTAL [4LEAF + CTS + WRA]:	55	2,423	2,329	0		4,807	\$958,094	
4		Public Works Inspection Apprenticeship (if Required)	Hours	Hours	Hours	Hours	Hours	Hours		
	4a	Provide Public Works Inspection Apprentice	0	0	0	0	448	448	\$43,837	See Notes (a) and (b).
		Task 4 Subtotal (Apprentice Only)	0	0	0	0	448	448	\$43,837	
		TOTAL [4LEAF + CTS + WRA + Apprentice (if required)]	55	2,423	2,329	0	448	5,255	\$1,001,931	

Notes:

- (a) Assumes project will require compliance with California Prevailing Wage rate requirements under SB 854, and the Client will be required to file a PWC-100 Form to the California Department of Industrial Relations for the project.
- (b) Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the City to the CA DIR, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. Hours are included as a placeholder in the event that an apprenticeship for a public works inspector is required and dispatched by the apprenticeship committee. We have assumed the public works apprentice assigned to the project will be classified as a Period 1 Apprentice as defined by the DIR's Wage Determination dated 8/22. In the event that a higher classification apprentice is assigned to the project, we will contact the City to request a change order for this line item.
- (c) 4LEAF staff will be supplied with typical tools of the trade to perform their daily tasks (e.g. cell phone, laptop computer, and PPE).
- (d) Not intended as a Constructibility Review but for 4LEAF staff to come up to speed on the project.
- (e) Assumes the City will provide budget for the Project Design Team to remain engaged and available during the pre-construction and construction phase to provide responses to design clarifications, RFIs, Submittals, etc.
- (f) Per information provided by the City, assumes a Project award date of July 15, 2025 and construction starting in mid September 2025. the Project must be completed before December 31, 2026 due to grant deadlines. The City assumed allowing 280 Working Days for the Construction Phase. No construction schedule from the contractor was available at the time of preparation of this cost estimate. For estimating purposes, we have assumed one, full-time Construction Manager at 8 hours per day for 280 Working Days during the Construction Phase and one full-time Construction Inspector at 8 hours per day at regular-time rate for 280 Working Days. Does not include any allowance for over time, nighttime, weekend, or holiday work. If overtime, nighttime, weekend, or holiday work is required, the requirements for these hours will be billed in accordance with California Prevailing Wage Law requirements. If construction duration extends past 270 working days or the contractor works more than 8 hours per day during the project, 4LEAF will submit a budget amendment request.
- (g) Budgetary Estimate Only. Assumes Materials Testing and Special Inspection costs are approximately 1% of the estimated construction costs. 4LEAF will request CTS prepare a detailed cost estimate when the Conformed Set of Plans and Specs are available.
- (h) Budgetary Placeholder. See attached cost estimate from WRA dated May 16, 2025 for "cost per trip charge" based on a unit-cost basis. As discussed with the City on 5/8/25, no contractor schedule was available to identify when they will be doing tree or vegetation removal in the various areas of the site and if the activity would be performed during or outside of the nesting bird season (February 1 to September 30). Therefore, it is unknown how many site visits would be necessary for this activity. 4LEAF requested that WRA prepare a "cost per trip" estimate and we assumed 5 site visits for purposes of this cost estimate. Per the Technical Specifications, consultations with a qualified biologist will be necessary to develop non-disturbance buffer zones for nesting birds if work is to occur within 300 feet of active raptor nests or 50 feet of active passerine nests. If more than 5 site visits are needed by WRA, 4LEAF will submit a written change order request to the City.
- (i) Preliminary, conservative budgetary estimate. For estimating purposes, Procore's license fees are assumed to be \$2,500 for every \$1 M of construction costs per calendar year.





inspecting  
testing  
engineering

**2025 FEE SCHEDULE - City of Alameda Clement Ave. / Tilden Way Improvements 04/30/2025**  
**PERSONNEL FEES AND BASIS OF CHARGES**  
 INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	Standard Rate/Hour	Discounted Rate/Hour
<b>* FIELD INSPECTION AND LABORATORY SERVICE</b>		
Steel Visual	\$250.00	
Nondestructive - VT, UT, MT, PT	\$255.00	
Steel Visual/UT Combination	\$255.00	
Steel Shop Inspections – Outside Northern California	\$250.00	
Concrete ACI	<del>\$260.00</del>	\$165.00
Concrete ICC	<del>\$260.00</del>	\$165.00
Masonry	\$250.00	
Fireproofing	\$250.00	
Firestopping (ICC/IFC)	\$250.00	
Shear Wall Nailing/Framing/Hold Downs	\$250.00	
Soils/Earthwork Technician w/Nuclear Gauge and/or Sand Cone ( <i>portal-to-portal</i> )	<del>\$260.00</del>	\$165.00
Hot Mix Asphalt Technician ( <i>portal-to-portal</i> )	<del>\$260.00</del>	\$165.00
Shoring/Soldier Piers	\$250.00	
Roofing & Waterproofing	\$250.00	
NACE Coating Inspection - Level II	\$300.00	
NACE Coating Inspection - Level III	\$360.00	
Med-Gas 6020	\$250.00	
Multi-Disciplined Inspector	\$250.00	
Inspector Requiring G1 Pay Grade	\$300.00	
Specialty Inspector or Where Formal Certification is Required	\$250.00	
Field Inspector with Special Enhancement	\$250.00	
DSA Masonry Inspector	\$255.00	
Safety Manager/Safety Inspector/JobSite Safety Accountability Supervisor (JSAS)	\$520.00	
Laboratory Technician	\$250.00	
Additional Sample Preparation Time	\$250.00	
Technician Typist	\$250.00	
<b>**PROFESSIONAL ENGINEERING SERVICES</b>		
Principal Engineer (Civil/Structural)	\$385.00	
Geotechnical Engineer	\$340.00	
Professional Geologist	\$325.00	
Consulting Engineer (Civil/Structural)	\$320.00	
Associate Engineer, Licensed	\$280.00	
Project Manager/Project Executive	<del>\$260.00</del>	\$200.00
Staff Engineer	<del>\$260.00</del>	\$200.00
Field Supervision	<del>\$260.00</del>	\$200.00
ASNT Level III	\$300.00	
Drafting	\$185.00	
Quality Control Manager	\$275.00	
<b>SPECIAL SERVICES</b>		
Portable and Mobile Laboratories, NDT and Soils, Concrete, Asphalt	QOR	
* Epoxy Bolt/Expansion Anchor - Installation Observation	<del>\$260.00</del>	\$165.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing ( <i>portal-to-portal</i> )	<del>\$260.00</del>	\$165.00
* Coring, 1 Person (including equipment) ( <i>portal-to-portal</i> )	\$325.00	
* Coring, 2 Persons (including equipment) ( <i>portal-to-portal</i> )	\$480.00	
* Asphalt Coring ( <i>portal-to-portal</i> )	\$350.00	
Steel - Dye Penetrant Testing	\$255.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis Using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Estimating Concrete Strength by the Maturity Method - Equipment Fee \$125/kit	ASTM C1074	
CSL/Crosshole Sonic Logging	QOR	
Vector Mapping	QOR	
Roof Uplift Testing	QOR	
Inclinometer Testing	QOR	
Vibration Monitoring/Accelerometer	QOR	
Tilt Monitoring	QOR	
External Windows And Doors Dynamic Water Penetration Testing	AAMA 501.1	
Curtain Wall Testing	AAMA 501.2	
Ground Penetrating Radar	QOR	
DCP - Dynamic Cone Penetrometer	QOR	
Gamma-Gamma Logging of CIDH Piles (Daily Rate)	CT233	\$3,610.00
FGIA/AAMA Window and Skylight Testing (Daily Rate)	ASTM E1105, AAMA 501.2, 502 503	\$3,610.00
Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee \$115/Day ( <i>portal-to-portal</i> )		\$360.00
Ultrasonic Pulse Velocity Testing - Equipment Fee \$250/Day ( <i>portal-to-portal</i> )	ASTM C597	\$710.00
Impact Echo Testing - Equipment Fee \$250/Day ( <i>portal-to-portal</i> )	ASTM C1383	\$360.00
Floor Flatness Testing FF/FL - Equipment Fee \$115/Day ( <i>portal-to-portal</i> )	ASTM E1155	\$360.00
Surface Frictional Properties Using Pendulum Tester - Equipment Fee \$115/Day ( <i>portal-to-portal</i> )	ASTM E303	\$360.00
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$55/Kit ( <i>portal-to-portal</i> )	ASTM F1869	\$360.00
Relative Humidity Testing - \$75/Kit ( <i>portal-to-portal</i> )	ASTM F2170	\$360.00
Ferrosan - Equipment Fee \$115/day ( <i>portal-to-portal</i> )		\$360.00
GPR - Equipment Fee \$115/day ( <i>portal-to-portal</i> )		\$410.00
Dynamic Cone Penetrometer - Equipment Fee \$155/day		\$410.00
Administration, Secretarial, Special Projects, Notary, Certified Payroll		\$210.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)		\$385.00
Welding Procedure Review (less than 48 hours notice - \$500)		\$385.00
Procedure Qualification Record (PQR) - Standard Procedure (document fee)		\$560.00
Welding Procedure Specification (WPS) - Standard Procedure (document fee)		\$560.00
Welder Qualification Test Record (WQTR) - Standard Procedure (document fee)		\$560.00
DSA Interim Reports		\$235.00
Geotechnical Pad Letter (less than 48 hours notice - \$550)		\$410.00
Final Letter (less than 48 hours notice - \$550)		\$410.00
		\$300.00
<b>EXPERT WITNESS TESTIMONY</b>		
Court appearance, per day	\$3,010.00	
Court appearance, per half day	\$2,010.00	

\* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.

\*\*Professional engineering services will be billed in two hour increments.



inspecting  
testing  
engineering

BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard -	

(Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.
--	---

MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$50.00/each	
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$17.00/minimum	
Wireless Router/Data Card for Jobsite Internet	\$145.00/day	
iPad Monthly Rental Fee	\$110.00/month	
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost	
Parking Fees	At Cost	
Air Travel	Cost Plus 30%	
Outside Services	Cost Plus 40%	
Subsistence (per Union contract)	\$140.00/day	
Subsistence Premium: Meal Allowance (over 100 miles one way) (per Union contract)	\$34.00/day	
Subsistence Premium: Meal Allowance (over 150 miles one way) (per Union contract)	\$95.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	\$40.00	
Sample Pickup Trip Charge	\$250/hr	
Weekend Sample Pickup	\$160.00/each	
Project Administration	30% of Monthly Invoice	16% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$140 + Test	
Samples Made by Others: All Other Tests	\$85.00 + Test	
Laboratory Sample Witness Fee	\$140.00	
Laboratory Sample Storage Fee (per sample)	\$130.00	
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR	
Returned Check Fee	\$160.00	
Additional Sample Retention	QOR	
ELAS User	\$25.00/month	
Certified Payroll	\$210/month	

TESTS

Testing fees shown include normal time for preparing, storing and performing test and will be charged regardless if samples are requested to be discarded and not tested. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests may be tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50%

INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.



inspecting  
testing  
engineering

CONCRETE AND MASONRY TESTS

CONCRETE		Standard Rate/Each	Discounted Rate/Each
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39 and CT521	\$496.00	\$75.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39 and CT521	\$496.00	\$75.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39 and CT521	\$180.00	
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	\$100.00	
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$120.00	
Compressive Strength of Cylindrical Concrete Core and Sawed Beam Specimens	ASTM C42	\$155.00	
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$565.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$365.00	
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	CT523 and CT524	\$365.00	
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$190.00	
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$515.00	
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$140.00	
Shotcrete Production Cores	ASTM C1140	\$140.00	
Coefficient of Thermal Expansion	AASHTO T336	\$590.00	
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$465.00	
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$3,005.00	
Cement Quality Sampling	CBC 2010	\$715.00	
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$80.00	
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$285.00	
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$265.00	
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$175.00	
Density of Hydraulic Cement	ASTM C188	\$235.00	
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$190.00	
GFRC Pull Test	PCI	\$455.00	
GFRC Flexural Test	PCI	\$455.00	
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$615.00	
MASONRY			
Compressive Testing of Grout (Masonry)	ASTM C1019	\$150.00	
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$150.00	
Compressive Strength of Masonry Prisms	ASTM C1314	\$225.00	
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$225.00	
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$150.00	
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$225.00	
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$330.00	
Masonry Core Shear Testing	CBC 2105A.4	\$330.00	
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$405.00	
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*	ASTM C67	\$1,065.00	
Mortar Molds. 2" x 4". Single Use		\$150.00	
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$150.00	
Veneer Bond Testing, does not include sample fabrication (Set of 5)	ASTM C482	\$540.00	
AGGREGATES (CONCRETE AND SOILS)			
Sieve Analysis of Coarse Aggregates (Coarse Only 2" - No.4)(sample size over 2" QOR)	ASTM C136, CT202, and AASHTO T-27	\$260.00	
Sieve Analysis of Fine Aggregates (Fine Only, Wash Included No.4 - No.200)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	\$330.00	T.
Sieve Analysis of Combined Fine and Coarse Aggregates (Wash Included 2" - No.200) (sample size over 2" QOR)	ASTM C136/C117, CT202, and AASHTO T-27/AASHTO T-11	\$415.00	T.
Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing (200 Wash)	ASTM C117, CT202, and AASHTO T-11	\$260.00	
Evaluating Cleanness of Coarse Aggregate	CT227	\$415.00	
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88, CT214, and AASHTO T-104	\$905.00	
Bulk Density/Unit Weight of Aggregate	ASTM C29, CT212, and AASHTO T-19	\$240.00	
Clay Lumps and Friable Particles in Aggregates	ASTM C142 and AASHTO T-19	\$265.00	
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791 and CT235	\$430.00	
Organic Impurities in Fine Aggregates for Concrete	ASTM C40 and CT213	\$430.00	
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127, CT206, and AASHTO T-85	\$430.00	
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128, CT207, and AASHTO T-84	\$430.00	
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131, C211, and AASHTO T-96	\$580.00	
Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C535	\$580.00	
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821, CT205, and AASHTO T-335	\$465.00	
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252, CT234, and AASHTO T304A	\$465.00	
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419, CT217, and AASHTO T-176	\$330.00	
Durability Index (Fine)	ASTM D3744, CT229, AASHTO T-210	\$465.00	
Durability Index (Coarse)	ASTM D3744, CT229, AASHTO T-210	\$465.00	
Durability Index (Fine and Coarse)	ASTM D3744, CT229, AASHTO T-210	\$605.00	
Lightweight Particles in Aggregate	ASTM C123 and AASHTO T113	QOR	
Resistance of Rock to Wetting and Drying	CRD-C169	\$640.00	
Aggregate Moisture Content	ASTM C566	\$640.00	

\*Unusual sample preparation for brick specimen will be charged at the established hourly/lab technician rate. Cost for test is for samples will not be discounted for samples discarded.



inspecting  
testing  
engineering

### SOILS AND AGGREGATE SERVICES AND TESTS

SOILS		Standard Rate/Each
Moisture Content of Soil by Oven	ASTM D2216, CT226, and AASHTO T-265	\$185.00
Moisture Content of Soil by Microwave Oven	ASTM D4643	\$240.00
Density and Unit Weight of Soil Specimens (Moisture Density)	ASTM D7263	\$265.00
Density of Soil in Place by the Drive-Cylinder Method including Moisture Content of Soil by Oven	ASTM D2937	\$270.00
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084	\$615.00
Permeability Additional Cell Time		\$50.00
Remold of Soil Samples	Varies	\$165.00
Direct Shear Test of Soils Under Consolidated Drained Conditions (per point)	ASTM D3080	\$615.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (2-4") (three points)	ASTM D4767	\$1,575.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)	ASTM D4767	\$625.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)	ASTM D4767	\$625.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (includes 3 points)(includes Pore Pressures)	ASTM D4767	\$1,965.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)(includes Pore Pressures)	ASTM D4767	\$665.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)(includes Pore Pressures)	ASTM D4767	\$665.00
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)	ASTM D2850	\$270.00
Unconsolidated Undrained Triaxial Compression Test for Cohesive Soils with added backpressure saturation (per point)	ASTM D2850	\$330.00
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	\$590.00
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166 and CT221	\$505.00
Compressive Strength of Molded Soil-Cement Cylinders	ASTM D1633	\$505.00
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$675.00
Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$615.00
Particle-Size Distribution of Fine Grained Soils using Sedimentation Analysis	ASTM D7928 and ASTM D422	\$615.00
Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis (2" - No.200) (sample size over 2" QOR)	ASTM D6913	\$400.00
Material Finer than No.200 by Washing (200 Wash)	ASTM D1140	\$250.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318 and CT204	\$615.00
Determination of Organic Soils Classification using Liquid Limit of Soils	ASTM D4318/D2487	\$790.00
Organic Content of Soils and Peat	ASTM D2974	\$345.00
Unified Soil Classification System (USCS) Test	ASTM D2487	\$365.00
Moisture-Density Relations of Soil Using Modified Effort (Modified Proctor)	ASTM D1557	\$540.00
Moisture-Density Relations of Soil Using Standard Effort (Standard Proctor)	ASTM D698	\$540.00
Moisture-Density Relations of Soil Using Modified DWR Method	DWR Modified	\$540.00
Moisture-Density Relations of Soil Using Rapid Compaction Method	ASTM D5080	\$540.00
Moisture-Density Relations of Soil-Cement Mixtures	ASTM D558	\$540.00
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D698	\$415.00
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D698	\$465.00
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D698	\$540.00
Moisture-Density Relations of Soil, 1 Point Check Point	ASTM D1557	\$415.00
Moisture-Density Relations of Soil, 2 Point Check Point	ASTM D1557	\$465.00
Moisture-Density Relations of Soil, 3 Point Check Point	ASTM D1557	\$540.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	\$565.00
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	\$345.00
Maximum Dry Unit Weight of Granular Soils Using a Vibrating Hammer	ASTM D7382	\$515.00
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$615.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844 and CT301	\$755.00
Expansion Index of Soils	ASTM D4829	\$515.00
Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	\$415.00
pH of Soils	ASTM D4972	\$565.00
Density of Hydraulic Cement	ASTM C188	\$390.00
Volatile Organic Content	EPA 8260B	QOR
Semi Volatile Organics by GC/Ms (Basic Target List)	EPA 8270C	QOR
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR
ICP Metals Concentration	EPA 6020	QOR
pH	EPA 9045D	\$615.00
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR
Chromium Soluble	EPA 7196A	QOR
Caltrans Corrosivity Package		\$655.00
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR
Soils and Waters for Sulfate Content	CT417	QOR
Soils and Waters for Chloride Content	CT422	QOR
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$715.00
California Bearing Ratio Test (does not include moisture density relations)	ASTM D1883	\$755.00
Bentonite Slurry Testing		QOR
Unconfined Compressive Strength of Lime Treated Soils and Aggregates	CT 373 (4 pts)	\$1,510.00
Unconfined Compressive Strength of Lime Treated Soils and Aggregates	CT 373 (3 pts)	\$1,135.00

\* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician. Cost for test is for samples will not be discounted for samples discarded.

\*\* Does not include sample preparation or sieve analysis



inspecting  
testing  
engineering

ASPHALTIC CONCRETE SERVICES AND TESTS

HOT MIX ASPHALT		Standard Rate/Each
Thickness/Height of Compacted Bituminous Paving Mixture Specimens Field Cores	ASTM D3549 and CT308	\$215.00
Bulk Specific Gravity of Compacted Bituminous Mixture (Individual field cores or lab compacted)	ASTM D1188, ASTM D2726, CT308, AASHTO	\$330.00
Lab Compaction Only of Bituminous Mixture by Marshall Apparatus (Marshall) (Per Specimen)	ASTM D6926	\$330.00
Lab Compaction Only of Bituminous Mixture by CA Kneading Compactor (HVEEM) (Per Specimen)	ASTM D1561, CT304, and AASHTO T-247	\$330.00
Lab Compaction Only of Bituminous Mixture by Superpave Gyrotory (Superpave) (Per Specimen)	ASTM D6925, and AASHTO T-312	\$330.00
Laboratory Test Max Density (LTMD) (5 Specimen, includes compaction of specimen and bulk specific Superpave Bulk specific gravity (includes gyrotory compaction of 3 specimen and bulk specific gravity)	ASTM D1561/(D1188 and D2726) and	\$1,165.00
Marshall Lab Compacted Max Density (3 Specimen, includes compaction of specimen and bulk specific Theoretical Maximum Specific Gravity and Density (Rice)	AASHTO T-312/T-275/T-166	\$1,165.00
Marshall Stability and Flow of Bituminous Mixtures (average Set of 3, includes sample compaction)	ASTM D6926/(D1188 and D2726)	\$515.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	ASTM D2041, CT309, and AASHTO T-209	\$1,165.00
Swell of Bituminous Mixtures	ASTM D6926/ASTM D6927	\$455.00
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	CT341	\$1,015.00
Stabilometer Value of field compacted cores (Per Specimen)	CT305	\$460.00
Stabilometer Value of Lab compacted samples (Average of 3 Specimen, Includes Sample Compaction)	ASTM D1461 and CT307	\$1,165.00
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D1560, CT366, and AASHTO T-246	\$465.00
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D1561/D1560, CT304/CT366, and	\$1,505.00
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate (Afterburn Gradation)	ASTM D6307, CT382, and AASHTO T-308	\$815.00
Moisture Content of Bituminous Mixture	ASTM D6307, CT382, and AASHTO T-308	\$465.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D2172 and CT310	\$465.00
Compressive Strength of Bituminous Mixtures	ASTM D5444, CT202, and AASHTO T-30	\$490.00
Hamburg Wheel Track (includes compaction by gyrotory)(includes 2 runs)	CT370 and AASHTO T-329	\$3,715.00
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 6 Specimen)	ASTM D1075	\$365.00
Tensile Strength Ratio (TSR) Moisture Susceptibility (includes compaction of 12 Specimen)	ASTM D1074	\$4,015.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures	AASHTO T324/ CT389	\$4,015.00
Air Voids Calculation of Compacted Bituminous Mixture	ASTM D4867 and AASHTO T-283	\$6,015.00
PG Verification (Determining Low Temperature Performance Grade (PG) of Asphalt Binders)	CT371	\$3,765.00
Voids in Mineral Aggregate	ASTM D6931	\$230.00
Dust Proportion	ASTM D3203, CT367, and AASHTO T-269	QOR
	ASTM 6816	QOR
	MS-2 Asphalt Mixture Volumetrics	QOR
	MS-2 Asphalt Mixture Volumetrics	QOR

MECHANICAL TESTS AND FIREPROOFING

MATERIALS MECHANICAL TESTS		
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$565.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$265.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy	ASTM E8, B557 and AWS B4.0	\$565.00
Mechanical Testing of Steel Products (Couplers); #3-#11	ASTM A370/ CT670	\$755.00
Mechanical Testing of Steel Products (Couplers); #14+	ASTM A370/ CT670	\$1,505.00
Caltrans Welded Hoop Tensile Test	Caltrans Spec Section 52, CT 670	\$455.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$390.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$455.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$515.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	\$1,505.00
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete	ASTM A370, A82 and A185	\$515.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$365.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only	ASTM F307, F1554 and F606	\$615.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$200.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$390.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$390.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct	ASTM F606	\$440.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$440.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$390.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$390.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$340.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$1,065.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete (Set of 2)	ASTM A416 and A1061	\$1,615.00
FIREPROOFING		
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$310.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$100.00

CONTACT INFORMATION

**Headquarters:** 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183  
**Peninsula:** 1793 Union Street • San Francisco, CA 94123 • P 415.334.4747 • F 415.438.2357  
**Oakland:** 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825  
**San Jose:** 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201  
**Stockton:** 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554  
**Rocklin:** 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774  
**Las Vegas:** 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718



## CLEMENT AVE. / TILDEN WAY IMPROVEMENT PROJECT NESTING BIRD SURVEY AND COMPLIANCE REPORT

### Scope of Work and Estimated Cost

#### Prepared for:

Gene A. Barry  
4LEAF, Inc.  
2126 Rheem Drive  
Pleasanton, CA 94588  
[gbarry@4leafinc.com](mailto:gbarry@4leafinc.com)

May 16, 2025

WRA PROJECT NO. 350037-11

---

### PURPOSE

The purpose of this Scope of Work is to provide biological support for construction activities at the Clement Ave. / Tilden Way Improvement Project located in the City of Alameda, Alameda County, California (Project Area). Construction activities including clearing, grubbing, vegetation and tree removal, concrete and asphalt improvements and landscaping are anticipated at this address during the 2025 nesting bird season (defined as February 1 to September 30). Trees, structures and/or vegetation throughout the Project Area may serve as potential bird nesting habitat; therefore, a pre-construction nesting bird survey has been requested by 4LEAF, Inc. (Client) to maintain compliance with the biological protections afforded by the Migratory Bird Treaty Act (MBTA), the California Fish and Game Code (CFGF), and the following Project-specific Conditions of Approval:

Pre-construction Surveys for Nesting Birds: If tree and vegetation removal or clearing and grubbing must occur during nesting bird season (February 1 to September 30), pre-construction surveys for nesting birds will be conducted by a qualified biologist no more than 72 hours prior to the start of construction.

Non-Disturbance Buffer for Nesting Birds: If work is to occur within 300 feet of active raptor nests or 50 feet of active passerine nests, a non-disturbance buffer will be established at a distance sufficient to minimize disturbance based on the nest location, topography, cover, the species' sensitivity to disturbance, and the intensity/type of disturbance.





## WORK PRODUCTS

- Nesting bird survey summary report detailing species identified, nests discovered within the Project Area, and recommendations for future compliance measures.

## SCOPE OF WORK

The following tasks

### ***TASK 1: Pre-Construction Nesting Bird Survey and Report***

Within 72 hours prior to the start of Project construction activities during the 2025 avian nesting season (February 1 to September 30), WRA will conduct a nesting bird survey of the Project Area, focusing on potential nesting substrates and avian behaviors. Birds within the survey area will be monitored for potential nesting behaviors to determine if active nesting is occurring. If active nests are found, WRA will recommend no-work exclusion buffers based on the species observed, tolerance to disturbance, and location of the nest.

WRA will produce a nesting bird survey report describing the results of pre-construction survey(s), establishment of nest buffers (if applicable), and an estimate for when the nest(s) will become inactive via fledging of the young. The survey report will document compliance and will be suitable for submittal to the City of Alameda's Planning Division and appropriate regulatory bodies, if necessary. No follow-up surveys are included in this task.

### ***TASK 2 (optional): Follow-up Bird Nest Status Survey***

If one or more active bird nests are discovered within the surveyed area, a follow-up site visit will likely be necessary to determine the status of the nest(s) and determine the point at which the nest(s) will become inactive, and non-disturbance buffer(s) can be removed. This site visit will be targeted to assess existing bird nest(s) only. Status of nest(s) and their respective buffers will be communicated to the Client directly after the site visit via phone or email. This task also includes an update to the survey report produced in Task 1 to indicate the final status of any active bird nest(s).

## SCHEDULE

Work can begin upon execution of this Scope of Work. For Task 1, WRA will coordinate with the Client or contractor to ensure scheduling within the appropriate survey window based on specific Project needs. The pre-construction survey report will be provided to the Client as soon as possible after the survey date.

## STAFFING

Rob Schell will be the Principal in Charge of the Project, and wildlife biologist Rachel Perpignani will be the Project Manager. The survey will be conducted by a qualified WRA biologist familiar with birds of the region and their nesting behaviors.

## ASSUMPTIONS

The following assumptions have been made in the preparation of this Scope of Work:

- Services covered in this Scope of Work will be billed on a unit-cost basis.
- The Client will ensure access to the property and notify any security management of WRA's site inspections.
- The Client will provide any relevant regulatory documents in their possession to inform WRA of any specific survey requirements.



- Any relevant previous environmental reports supplied to the Client should be copied and provided to WRA prior to the field investigation.
- The pre-construction survey results (Task 1) are considered valid for 72 hours from the date of the survey. If Project activities are delayed more than 72 following the survey, an additional survey may be required to ensure that the results of the initial survey are still accurate and compliant; additional Task 1 surveys may be initiated as many times as needed at the Client's request via email and will be billed on a unit-cost basis.
- If active bird nests are discovered during the initial survey, follow-up survey(s) may be necessary to determine nest status and to estimate removal date(s) of nest buffer(s). Optional Task 2 includes budget for these follow-ups and will be initiated via email confirmation from the Client. Additional Task 2 surveys may be initiated as many times as needed at the Client's request via email and will be billed on a unit-cost basis.
- This Scope of Work includes provisions for the potential discovery of the nests of non-special-status, native bird species within the Project Area. Any special-status species or raptors discovered nesting within the Project Area may require specific considerations or measures; management of these species would require additional scope and budget which would be covered by a change order proposal.
- One written work product (nesting bird survey report) is included for each Task 1 unit awarded under this Scope of Work. Any further work products desired by the Client will require additional scope and budget which would be covered by a change order proposal. Updates based on discovered nests will be emailed to the Client.

### ESTIMATED COST

The cost for the services described in this Scope of Work is provided below. Services will be billed on a unit-cost basis. This cost is based on the assumptions above and is subject to change based on the specific conditions encountered during the execution of this work. Task 2 will only be initiated based on email confirmation from the Client.

TASK	# OF UNITS	UNIT COST	TOTAL COST
1. Pre-construction Nesting Bird Survey and Report	1	\$ 2,250	\$ 2,250
2. (Optional) Follow-up Bird Nest Status Survey	--	\$ 1,050	\$ 1,050
TOTAL (Task 1 only):			\$2,250
TOTAL (all Tasks):			\$3,300

### TERMS AND CONDITIONS

This Scope of Work is subject to WRA's Standard Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A.

(Approval / Signature Page Follows)





**APPROVAL TO PROCEED**

To authorize WRA's services and signify their mutual intent to be legally bound by this Scope of Work and Exhibit A, authorized representatives of the parties hereby execute this agreement, effective upon the date when both parties have signed below.

***For Client***

---

Signature      Date

---

Printed Name and Title

---

Email Address

***Billing Information:***

---

Name and Email (if different from above)

***For WRA***

---

Signature      Date

---

Printed Name and Title



**EXHIBIT A**  
**WRA, INC. – STANDARD TERMS AND CONDITIONS**

- 1. STANDARD OF CARE:** The standard of care for all professional services performed or furnished by WRA under this Agreement will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. No other warranty, express or implied, is made or intended as related to the services provided. All estimates, recommendations, and opinions of WRA will be based upon the information available to WRA at the time. Any such estimates, recommendations, and opinions are not a guarantee or warranty as to a specific outcome or result. Further, Client agrees that WRA is not offering investment advice or services.
- 2. SCOPE OF WORK; CHANGES:** The services to be performed under this Agreement are outlined in the attached Scope of Work. Client understands that laws and regulations are constantly changing, and that the reactions of government agencies and the public cannot be predicted. WRA shall not be liable for any delay that results from any cause beyond its reasonable control. In the event of a change to WRA's scope of services, the compensation and timing for services under this Agreement shall be adjusted by mutual agreement of the parties in the form of a written Change Order that is executed by both parties. If Client requests that WRA procure certain materials, the parties shall execute a Change Order.
- 3. ESTIMATED COST; PAYMENT:** The cost of WRA's services is outlined in the attached Scope of Work, based on the assumptions and limitations outlined therein. Labor rates are subject to an annual increase each January, but stated costs will not be exceeded without written authorization from Client. Reimbursable expenses, including subcontractors and equipment, are charged at cost plus ten percent (10%). WRA will invoice Client for its services monthly, based on time (in minimum increments of .25 hours) and expenses for actual work completed, or based on the percentage of work completed if a fixed fee is arranged. Payment is due within 30 days after Client's receipt of the invoice. A service charge of one and one half percent (1.5%) per month may be added to account balances over 30 days past due. If Client disagrees with any portion of an invoice, it shall promptly notify WRA and pay the portion not in dispute. If WRA requires Client to pay a portion of the estimated cost in advance, this amount will be applied to invoices until it is exhausted. If WRA requires Client to pay a "retainer," the retainer amount will be held and applied only to the final invoice under the Scope of Work.
- 4. CONFIDENTIALITY:** All data, documents, discussions and other information received from and developed for Client in performance of this Agreement are assumed to be confidential and will not be disclosed to any person, except as authorized in writing by Client, or as required by law. Information shall not be deemed confidential if it is or has become generally known without any breach by WRA of this Agreement, or was rightfully acquired by WRA from a third party who was entitled to disclose the information without confidentiality or proprietary restrictions.
- 5. WORK PRODUCTS:** Reports, data and other products of WRA's services under this Agreement are for the sole use of Client. Client understands and agrees that all work products resulting from WRA's efforts are intended solely for purposes of this Agreement, and that any reuse or modifications for purposes outside this Agreement shall be at Client's sole risk.
- 6. CLIENT DUTIES:** Client agrees to (a) provide all known requirements for, and all known information pertinent to, the Scope of Work; (b) provide or arrange for legal access and entry to project sites; (c) provide any notices required to enable WRA's services, or provide WRA with authorization to provide such notices; (d) give prompt written notice to WRA whenever Client becomes aware of any development that affects the scope or timing of WRA's services; (e) make reasonable efforts to ensure safe working conditions for WRA staff, including prompt notice of any known hazardous conditions at project sites. If the presence of an unanticipated hazardous condition is discovered during the performance of services under this Agreement, WRA shall notify Client and cease work. Under such circumstances, WRA will be entitled to an equitable adjustment to the compensation and timing for services under this Agreement. A minimum of 4 hours per staff member will be charged to Client for staff who are mobilized for work that is canceled by the Client with less than 12 hours' notice, or if unanticipated hazardous conditions discovered while at the site cause WRA staff to cease work. Client shall be fully responsible for any costs, delays, or penalties that result from Client's non-compliance with applicable laws, or due to any error, inaccuracy, ambiguity, or omission in the information provided by Client to WRA.
- 7. LEGAL COUNSEL:** WRA may provide guidance related to government regulations; however, WRA will not and does not provide legal advice, and Client is advised to consult with independent legal counsel in order to interpret current laws related to regulatory compliance. Client should also consult legal counsel prior to taking any actions on project sites, either before or after permit issuance. Client assumes full responsibility for all of its own actions conducted on project sites that may lead to enforcement actions by the federal or state government, or other quasi-regulatory or administrative agency, including any and all liabilities arising out of such enforcement actions.
- 8. NONDISCRIMINATION:** WRA and Client shall abide by the requirements of 41 CFR Parts 60 et seq. (which implement Executive Order No. 11246, Equal Employment Opportunity) and any other applicable federal statutes, orders, regulations, and policies. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion,

**Exhibit A**

sex, or national origin. Moreover, these regulations require that covered consultants take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**9. LIMITATION OF LIABILITY:** In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall WRA or Client be liable for any special, consequential, incidental, or punitive damages. WRA's maximum liability to Client for any and all loss or damage arising out of this Agreement shall be limited to the repair, replacement or re-performance of the delivered services, or if repair, replacement or re-performance is impossible or impractical, then to the insurance proceeds made available to WRA for such liability.

**10. INDEMNIFICATION:** Client and WRA each agree to indemnify and hold harmless the other party and its officers, directors, partners, and employees, from all liabilities arising from claims by third parties, including reasonable attorneys' fees and expenses, solely to the extent they are actually caused by the negligence or willful misconduct of the indemnifying party arising out of the performance of this Agreement, and subject to any limitations of liability contained in this Agreement. If WRA's services include construction management, WRA has no duty to direct or supervise any separate consultants or contractors of Client, or to provide their means, methods, or sequences, or to stop or otherwise suspend their activities. WRA shall not be responsible for the failure of Client's separate consultants or contractors to fulfill their responsibilities, and Client agrees to indemnify and hold harmless WRA against any liabilities arising out of such failures.

**11. TERMINATION:** Either party may terminate the Agreement (a) in the event of a material breach by the other party that is not cured within seven (7) days after receipt of written notice of such breach, or (b) for any reason upon ten (10) days' advance written notice to the other party. All work properly completed up to the effective notice of termination will be due and payable by Client, and all deliverables prepared by WRA up to such time shall be provided to Client.

**12. FORCE MAJEURE:** Neither party shall be responsible for delay in the performance of its obligations under this Agreement caused by an occurrence or circumstance beyond its control, including but not limited to, severe weather or other natural catastrophes; terrorism, war, riots, strikes, lockouts or other disturbances; or acts of the government or any governmental agencies. To the extent that WRA's services are delayed by such events, WRA will be entitled to an equitable adjustment to the timing for services under this Agreement.

**13. DISPUTE RESOLUTION; ATTORNEY'S FEES:** Client and WRA agree that any disputes related to this Agreement shall first be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Each party is responsible for payment of its own share of costs for mediation. In the event any legal action is commenced to enforce this Agreement, the prevailing party in such action is entitled to reimbursement of reasonable attorney's fees, costs, and expenses incurred.

**14. GOVERNING LAW:** This Agreement and any action for claims arising out of it shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any objections as to laying of venue) of (a) the United States District Court for the Northern District of California (San Francisco) or, if such court lacks subject matter jurisdiction, (b) the Superior Courts of the State of California, County of Marin.

**15. NOTICES:** Any notice provided for under this Agreement will be given in writing to the parties at the physical and/or email addresses set forth in the Scope of Work, or to such other addresses as either party may later specify. Notice shall be effective on the date of service if served personally, upon delivery by a nationally recognized express courier, upon receipt if mailed by certified first class U.S. mail, or upon delivery by email.

**16. OTHER PROVISIONS:** This Agreement, including the attached Scope of Work, constitutes the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior and contemporaneous representations, agreements, or understandings between the parties, except to the extent the parties have executed a separate confidentiality or non-disclosure agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the other provisions shall remain in full force and effect. No amendment or supplement of this Agreement shall be binding unless in writing signed by both parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision. Except for permitted successors, assigns, and WRA subsidiaries and affiliates, this Agreement shall not operate for the benefit of any third parties. Neither party may assign this Agreement without the prior written consent of the other. The section headings herein are provided for convenience, and shall not be taken into consideration in the interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the use of electronic signatures for the execution of this Agreement shall be legally binding and shall have the same full force and effect as if signatures were by hand.



4LEAINC-01

MINED1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2025

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

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

<b>PRODUCER</b> License # 0C41366 <b>Granite Professional Insurance Brokerage, Inc.</b> 360 Lindbergh Avenue Livermore, CA 94551	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (925) 462-8400		FAX (A/C, No): (925) 462-8888
	<b>E-MAIL ADDRESS:</b> commercial@graniteins.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Travelers Property Casualty Company of America		<b>25674</b>
	<b>INSURER B :</b> Travelers Indemnity Company of Connecticut		<b>25682</b>
<b>INSURED</b>  <b>4LEAF, Inc.</b> 2126 Rheem Dr Pleasanton, CA 94588	<b>INSURER C :</b> Berkshire Hathaway Homestate		<b>20044</b>
	<b>INSURER D :</b> HDI Global Specialty SE		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6806X631656	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA6X632782	3/15/2025	3/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP6X635599	3/15/2025	3/15/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	FOWC623693	3/15/2025	3/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional Liab</b>			FRS-H-P-PL-00012109-01	3/15/2025	3/15/2026	<b>Each Claim</b> 2,000,000
D				FRS-H-P-PL-00012109-01	3/15/2025	3/15/2026	<b>Aggregate</b> 4,000,000

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

The attached forms apply as required per written contract or written agreements between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached form may not be applicable.

City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers is Additional Insured as respects to General Liability and Automobile Liability per Forms CG D3 81 09 15 and CA T3 53 02 15. Primary and Non-Contributory applies to General Liability and Automobile Liability policies per attached endorsements CG D3 81 09 15 and CA T4 74 02 16. Waivers of subrogation apply to General Liability, Automobile Liability and Workers Compensation policies per attached endorsements CG D3 81 09 15, CA T3 53 02 15 and WC 99 04 10 C. Umbrella Liability Policy Follows Form over underlying General Liability Policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda 950 West Mall Square, Room 110 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

Policy Number 6806X631656

COMMERCIAL GENERAL LIABILITY

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

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. 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 Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li><b>A. BROAD FORM NAMED INSURED</b></li><li><b>B. BLANKET ADDITIONAL INSURED</b></li><li><b>C. EMPLOYEE HIRED AUTO</b></li><li><b>D. EMPLOYEES AS INSURED</b></li><li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li><li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li><li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li></ul> | <ul style="list-style-type: none"><li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li><li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li><li><b>J. PERSONAL PROPERTY</b></li><li><b>K. AIRBAGS</b></li><li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li><li><b>M. BLANKET WAIVER OF SUBROGATION</b></li><li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li></ul> |
|---|---|

### **PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## COMMERCIAL AUTO

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

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

### D. EMPLOYEES AS INSURED

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

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **Personal Property**

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

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

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

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

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

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

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

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

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

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

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

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

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

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

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

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

## COMMERCIAL AUTO

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

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

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

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

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

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS

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.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

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

Schedule

Blanket Waiver

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	
Job Description	Waiver Premium (prior to adjustments)	
All CA Operations	4209.00	

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

Endorsement Effective: 03/15/2025Policy No.: FOWC623693Endorsement No.:

Insured:Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

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