

MASTER SERVICE AGREEMENT FOR ON-CALL LAND SURVEYOR CONSULTANT SERVICES

This Master Service Agreement ("**Agreement**") is entered into this 20th day of July, 2021 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **BKF ENGINEERS**, a California corporation whose address is **300 FRANK OGAWA PLAZA, SUITE 380, OAKLAND, CALIFORNIA 94612** (the "**Provider**"), in reference to the following facts and circumstances:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call Land Surveyor professional services. On May 6, 2021 City staff issued a Request for Proposal and after a submittal period of 21 days received eight timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for on-call Land Surveyor professional services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall be three (3) years commencing on the 22nd day of July 2021, and shall terminate on the 30th day of June 2024 unless terminated earlier as set forth herein.

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

2. **COMPENSATION:**

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

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

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

3. **SERVICES TO BE PERFORMED:**

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

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

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

4. TIME:

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

5. STANDARD OF CARE:

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

6. AUTHORIZED REPRESENTATIVES:

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

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

7. INDEPENDENT PARTIES:

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

sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

9. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

10. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8. In no event shall the costs, fees, and expenses charged to the Provider exceed the Provider's proportionate percentage of fault.

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

11. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

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Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

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

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

or

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

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

(4) Professional Liability:

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

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional

insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

14. APPROVAL OF SUB-PROVIDERS:

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

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and

professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

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

15. PERMITS AND LICENSES:

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

16. INFORMATION AND OWNERSHIP OF WORK PRODUCTS:

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

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

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

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

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

f. Provider shall correct, at no cost to City, any and all errors, omissions, or ambiguities in the work product submitted to City, provided City gives notice to Provider.

If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

17. PROVIDER RECORDS:

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

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.

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

18. NOTICES:

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

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

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

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

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

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

Benjamin Santos, Project Manager
Survey Department
BKF Engineers
300 Frank Ogawa Plaza, Suite 380
Oakland, CA 94612
Ph: (650) 455-9489 / Email: bsantos@bkf.com

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

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

19. SAFETY:

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

b. Provider will immediately notify City within twenty-four (24) hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to City

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

20. TERMINATION:

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

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

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 20.c. shall survive the expiration or early termination of this Agreement.

21. ATTORNEYS' FEES:

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. CAPTIONS:

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

27. COUNTERPARTS:

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

28. SIGNATORY:

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

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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

BKF ENGINEERS
a California corporation



Davis Thresh
Principal-in-Charge

CITY OF ALAMEDA
a municipal corporation

Eric J. Levitt
City Manager



Daniel Schaefer
Principal Engineer

SECRETARY / VP

RECOMMENDED FOR APPROVAL

DocuSigned by:

Erin Smith

21DC39E8C019480...

Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

Brian Whitley

2EF62694D26D48C...

Brian Whitley of Best, Best & Krieger
Special Counsel

Exhibit A

SCOPE OF SERVICES

ON-CALL LAND SURVEYOR SERVICES

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

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

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

Projects in past fiscal years have consisted primarily of:

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



BILLING RATES

CITY OF ALAMEDA ON-CALL LAND SURVEYOR SERVICES

MAY 27, 2021



BKF ENGINEERS
PROFESSIONAL SERVICES RATE SCHEDULE
 JANUARY 1, 2021 - DECEMBER 31, 2021

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal/Vice President	\$251.00
Senior Associate/Vice President	\$225.00
Associate	\$219.00
Senior Project Manager Senior Technical Manager	\$218.00
Project Manager Technical Manager	\$213.00
Engineering Manager Surveying Manager Planning Manager	\$197.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$183.00
Project Engineer Project Surveyor Project Planner	\$160.00
Design Engineer Staff Surveyor Staff Planner	\$140.00
BIM Specialist I, II, III	\$140.00 - \$160.00 - \$183.00
Technician I, II, III, IV	\$133.00 - \$142.00 - \$155.00 - \$167.00
Drafter I, II, III, IV	\$104.00 - \$114.00 - \$123.00 - \$138.00
FIELD SURVEYING	
Survey Party Chief	\$182.00
Instrumentman	\$157.00
Survey Chainman	\$117.00
Utility Locator I, II, III, IV	\$95.00 - \$135.00 - \$161.00 - \$184.00
Apprentice I, II, III, IV	\$72.00 - \$97.00 - \$107.00 - \$113.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$239.00
Senior Construction Administrator	\$207.00
Resident Engineer	\$154.00
Field Engineer I, II, III	\$140.00 - \$160.00 - \$183.00
ASSISTANTS	
Project Assistant	\$88.00
Engineering Assistant Surveying Assistant Planning Assistant	\$86.00
Clerical Administrative Assistant	\$74.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.



360 Aerial Surveys Standard Rate Sheet July 2020

<u>Billing Category</u>	<u>Loaded Hourly Rate</u>
Project Manager	\$120.00
Photogrammetrist	\$75.00
Mapping (CAD/GIS) Technician	\$75.00





JULY 2021 - JUNE 2022 LABOR AND EQUIPMENT RATES

**EQUIPMENT RATES INCLUDE OPERATING COST IE (INSURANCE, FUEL, MAINTENANCE, OVERHEAD & PROFIT).

**EXCAVATOR AND BACKHOE PRICES INCLUDE ONE BUCKET.

**EQUIPMENT RATES ARE BARE AND DO NOT INCLUDE OPERATOR, TRANSPORTATION OR PERMITS.

**OUTSIDE RENTAL EQUIPMENT WILL BE INVOICED AT RENTAL COST + TAX, + FUEL/LUBE/MECHANIC x 15% MARKUP

EQUIPMENT

EXCAVATORS	WEIGHT (In Lbs.)	HOURLY
KOBELCO L 50SR EXCAVATOR	10,273	\$ 93
JOHN DEERE 50D EXCAVATOR	10,428	\$ 84
CAT L-304 EXCAVATOR	10,582	\$ 105
TAKEUCHI TB153FR EXCAVATOR - ZERO SWING TIER 4I	12,500	\$ 110
KOBELCO 80 MINI EXCAVATOR	17,600	\$ 114
JOHN DEERE 75C EXCAVATOR	17,714	\$ 109
TAKEUCHI TB180FR EXCAVATOR-ZERO SWING TIER 4I	18,300	\$ 123
TAKEUCHI TB290 EXCAVATOR TIER 4 FINAL	18,800	\$ 124
JOHN DEERE 135C EXCAVATOR	30,440	\$ 134
TAKEUCHI TB1140-2 EXCAVATOR TIER 4I	34,100	\$ 178
JOHN DEERE 160LC EXCAVATOR	35,620	\$ 157
KOBELCO 200 EXCAVATOR	45,900	\$ 187
KOBELCO 210 EXCAVATOR	47,000	\$ 187
KOBELCO 200SR EXCAVATOR	48,500	\$ 187
JOHN DEERE 200LC EXCAVATOR	49,940	\$ 187
JOHN DEERE 225DRTS EXCAVATOR	53,936	\$ 189
KOBELCO 230SR EXCAVATOR TIER 4I	55,100	\$ 226
KOBELCO 220 EXCAVATOR	55,800	\$ 203
JOHN DEERE 350LC EXCAVATOR	77,270	\$ 270
KOBELCO 330 EXCAVATOR	77,800	\$ 252
KOBELCO 350LC-9 EXCAVATOR TIER 4I	81,800	\$ 281
KOBELCO 400 EXCAVATOR	100,900	\$ 293
JOHN DEERE 450LC EXCAVATOR	106,180	\$ 319
KOBELCO 480 EXCAVATOR	108,045	\$ 305
KOBELCO 500LC EXCAVATOR TIER 4I	111,400	\$ 345
JOHN DEERE 750 EXCAVATOR	165,000	\$ 435
JOHN DEERE 870 EXCAVATOR	194,000	\$ 525

EXCAVATOR ATTACHMENTS	WEIGHT (In Lbs.)	HOURLY
24" COMPACTION WHEEL		\$ 28
48" COMPACTION WHEEL		\$ 28
HOE RAM - EXCAVATOR		\$ 152
RIPPER TOOTH (JD 750)	77,270	\$ 270

TRENCHERS	WEIGHT (In Lbs.)	HOURLY
VERMEER RTX 250		\$ 25
VERMEER RTX 450		\$ 32
755 VERMEER ROCK TRENCHER 24" & 36" BUCKET LINE		\$ 346

RUBBER-TIRED BACKHOES	WEIGHT (In Lbs.)	HOURLY
JD 410 BACKHOE	18,500	\$ 103
CAT 426 EXTENDAHOE /4 WH DRIVE (20,900 LB)	22,500	\$ 118
CAT 420 BACKHOE	23,568	\$ 114
JD 410E BACKHOE	26,000	\$ 104
JD 710G BACKHOE		\$ 146



Exhibit C



PROPOSAL FOR CITY OF ALAMEDA ON-CALL LAND SURVEYOR SERVICES

MAY 27, 2021





May 27, 2021

Robert Vance, Senior Engineer
City Hall West, Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501

SUBJECT: CITY OF ALAMEDA ON-CALL LAND SURVEYOR SERVICES

It is with great interest that we are responding to your Request for Proposal for City Surveyor Services for the City of Alameda. BKF is a local firm that has been providing quality service in the Bay Area for over 106 years. BKF employs over 450 professionals in 16 offices on the west coast, including San Jose, Pleasanton, Oakland, San Francisco, Walnut Creek, Redwood City, San Rafael, Santa Rosa, Sacramento, Salinas, Richmond, Modesto, San Luis Obispo, San Diego, Newport Beach, and Portland. BKF's resources and experience will allow us to deliver your work on a timely basis, done right the first time.

SIMILAR EXPERIENCE

Our extensive experience with on-call surveying services has helped us develop a thorough approach and responsiveness that gets projects moving quickly. Some of our recent on-call experience includes:

- Alameda County Water District On-Call Surveying
- City of Palo Alto On-Call Surveying
- City of Oakland, On-Call Surveying & Map Checking Support Services
- City of Cupertino, On-Call Surveying & Map Checking Support Services
- City of San Jose, On-Call Surveying
- San Francisco Public Works On-Call Surveying Services
- City of Mountain View On-Call Surveying
- City of Pleasanton On-Call Surveying
- City of Berkeley On-Call Surveying
- City of Redwood City On-Call Surveying
- City of Santa Clara On-Call Surveying
- City of South San Francisco On-Call Surveying

BKF has earned high regard for our services over the years when dealing with on-call projects with various public agencies because of our open and forward-thinking recommendations of project approach, cost saving techniques, scheduling, budgets, and the understanding that on-call projects often require rapid high quality service with minimal notice. We currently have over 36 active survey on-call contracts with various agencies throughout California. We win these projects because we have delivered high quality survey products on a timely basis, over and over again.

ORGANIZATION & PERSONNEL

BKF is comfortable with the fast-paced nature that will surely be a part of this contract. Company-wide we employ 20 Licensed Land Surveyors, 18 LSIT's, 35 field crews, and over 450 total experienced staff members throughout our 16 offices, including our local Oakland office. BKF incorporates a staff organization that is structured to provide efficiency and consistency while being flexible enough to allow us to deliver any size project according to the needed schedule. Our approach is to have one point of contact for the City, Mr. Ben Santos, PLS, who will manage the core team of surveyors, project progression, schedule, and budget. Mr. Santos can be reached directly at 408.467.9171 (from 7am-5pm) or via email at bsantos@bkf.com.

BKF's Project Manager and Principal-in-Charge are personally committed to meeting the City's time schedules. The Project Manager and the Principal-in-Charge have access to BKF's entire resource pool, and they will actively participate in the scheduling of the work, and will ensure availability of the assigned project team to complete the project on schedule and within budget. Each team member will be able to immediately respond to the project schedule and requirements. BKF will promptly mobilize additional resources as necessary to meet the peak demands associated with each project assigned. Not only is BKF committed to providing our clients the required resources in number, but also in experience. By assigning proven surveyors as project managers and project surveyors, BKF will ensure a thorough work product, a cross pollination of expertise, and an effective management of multiple projects during peak workload periods. The proposed BKF project team has demonstrated a clear understanding of processing on similar past projects sponsored by public and private clients.

TEAM CONTINUITY

Our proposed survey team has many years of working together on a myriad of projects. In 2020, BKF Engineers logged over 106,420 field hours, making us one of the largest surveying firms in California. We have provided various surveying services for a variety of projects, including: map checking support services, monument preservation (setting monuments/benchmarks, preparing Record of Surveys and Corner Records), topographic surveys, boundary surveys, plat and legal descriptions, subdivision mapping (Parcel Maps/Final Maps), Lot Line Adjustments (LLA), certificate of compliance, ALTA surveys, high definition laser scanning surveys, right-of-way mapping, as-built surveys, aerial survey control, GPS/GNSS and conventional control surveys, monitoring surveys, GIS mapping, BIM modeling, utility surveys including manhole surveys, construction staking, unmanned aerial surveys(drone surveying), and preparing miscellaneous survey tasks and map exhibits.

UNDERSTANDING OF PROJECT REQUIREMENTS

The BKF team is organized for a quick response to address the City's needs, and prides itself on meeting demanding schedules by providing early identification and resolution to project issues. We will assist in developing creative solutions to challenges, as we have done for our current and past clients.

We understand that the City of Alameda (City) maintains a number of capital and operational programs to meet its mission to provide quality public services, and that the City project is planned and executed in accordance with applicable laws and regulations, including the Land Surveyors Act, Subdivision Map Act, and various State and Federal codes and regulations. BKF will be able to support the Public Works Department of the City to provide the surveying and mapping services for these projects. It will be privilege to partner with the efforts of the City staff and provide additional specialized surveying services and consultation as needed.

BKF has both the management experience and company resources to meet any of the project's timeline, objectives, and funding commitments. We would appreciate the opportunity to provide our services to assist the City of Alameda. We are pleased to present our proposal and look forward to hearing from you. This letter is signed by an officer, Davis Thresh, Principal/Vice President, who is authorized to negotiate with the City and bind BKF contractually. Please do not hesitate to call me at 408.467.9100 or email at dthresh@bkf.com if you have any questions regarding our proposal.

Respectfully,

BKF ENGINEERS



Davis Thresh, PLS
Principal-in-Charge



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BKF Engineers

Delivering Inspired Infrastructure
for over 105 years

Since 1915, BKF Engineers earned a reputation for its ability to successfully plan, design, survey, and implement complex projects. Through our network of 16 west coast offices, BKF provides civil engineering, land surveying, and land planning services for government agencies, institutions, developers, design professionals, contractors, school districts, and corporations. The size of our firm gives BKF the benefit of providing the personal service that is typically associated with smaller firms, while having access to an wide variety of resources that a larger firm provides.

Our licensed land surveyors, who manage more than 35 crews, know how to use an array of tools and methods to achieve desired results, whether locating boundaries in rural, rugged terrain or digitally scanning a new skyscraper building structure. We perform our typical services using the latest technology—including 3D Laser Scanning and drones. BKF has specialists in each area of service from geodetic and photo control to perform right-of-way, topographic, utility, and construction surveys.

By leveraging our diverse project portfolio in combination with innovative design solutions, BKF's team of more than 450 experienced staff is dedicated to successfully delivering sustainable and dynamic projects for our communities and clients.

OFFICE LOCATIONS

Redwood City	Santa Rosa	San Rafael	Newport Beach
San Jose	Sacramento	Modesto	San Diego
Walnut Creek	Oakland	Richmond	San Luis Obispo
Pleasanton	San Francisco	Salinas	Portland

450+
Employees

Founded in
1915

16
Regional
Offices

35
Survey Field
Crews

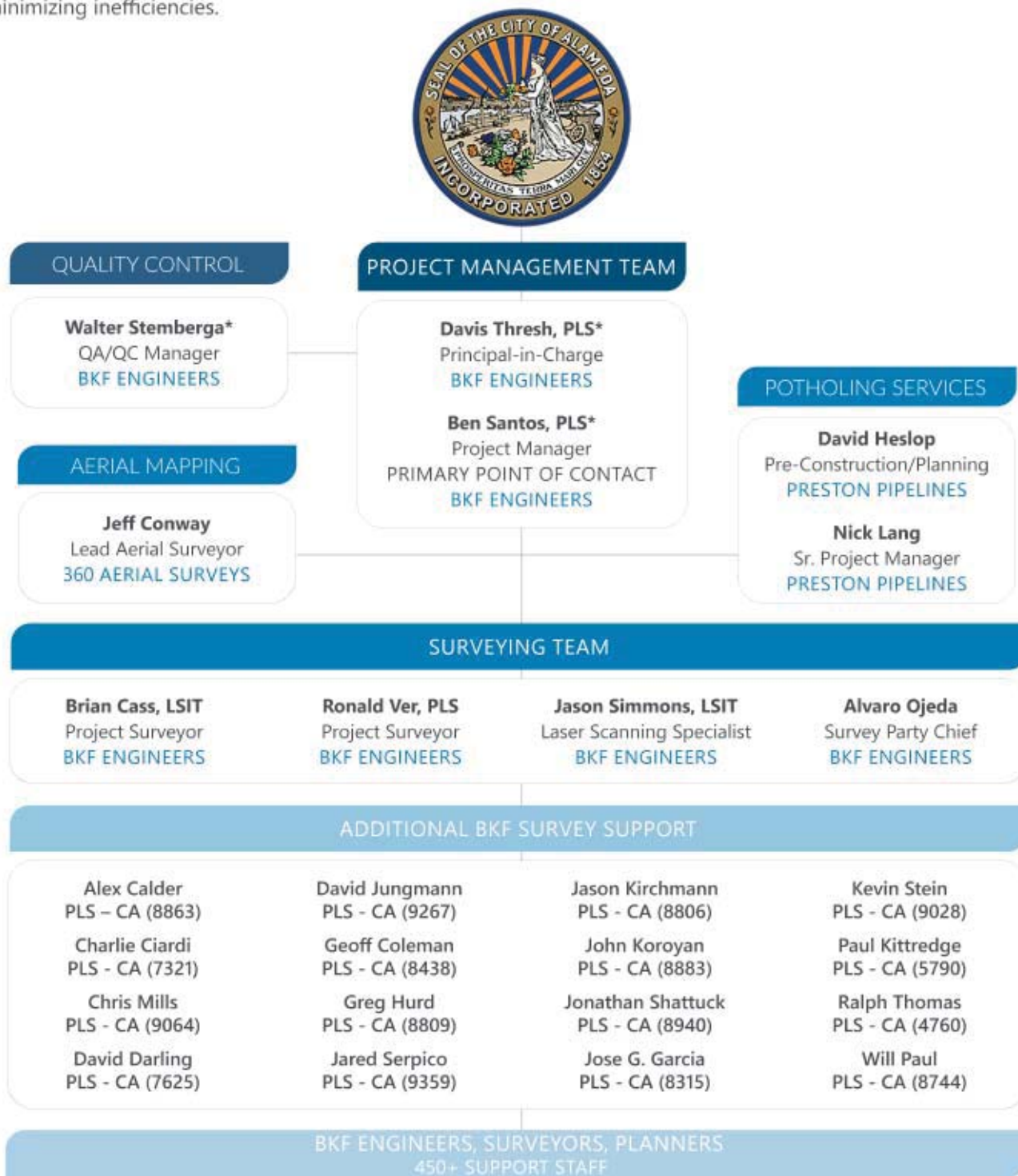
SURVEY SERVICES

- 3D Laser Scanning / High Definition Surveying (HDS)
- BIM, VDC, and Digital Models
- Topographic and Boundary Surveying
- GPS Surveys
- GIS Base Mapping
- Right-of-Way / Appraisal Mapping
- Subdivision, Parcel, and Final Maps
- ALTA/NSPS Land Title Surveys
- Construction Staking and Monitoring Surveys
- As-Built Surveys
- Contract Surveying to Public Agencies



TEAM ORGANIZATION

BKF incorporates a staff organization that is structured to provide efficiency and consistency, while being flexible enough to allow us to deliver any size project according to the needed schedule. **Ben Santos** in our Oakland office will be the City's primary point of contact, manage the core team of surveyors, and he will be supported by a host of staff members with which he works daily. As task orders are received, Ben will assign a core team for the task order based on the type of project. This team will stay involved for the project duration, ensuring continuity and minimizing inefficiencies.



*Key Team Member



PROJECT TEAM

KEY TEAM MEMBERS

Davis Thresh, PLS Principal-in-Charge

Davis will serve as Principal-in-Charge of the project.

Davis is a professional California licensed surveyor and has provided field surveying services, overseen map checking reviews, topographic and control surveys, construction staking, and right of way mapping for various projects throughout California. His 37 years of experience in surveying will prove invaluable to the project's success. Davis is a principal and vice president at BKF, and he is authorized to negotiate with the City and bind BKF contractually.



Ben Santos, PLS Project Manager

Ben will serve as the Project Manager, and will be the **primary point of contact** for the project. Ben has extensive land surveying knowledge of the local terrain that he shares with clients. In his role as the Project Manager, he will be responsible for managing the project, including budgeting, scheduling, field crew dispatching, and coordinating office and field surveyors. He will be coordinating with the City of Alameda team regarding the submittal of the complete deliverables and corresponding monthly invoices.



Walter Stemberga QA/QC Manager

Walter will serve as QA/QC Manager. He will provide Quality Control and Quality Assurance for the City's upcoming projects. He is BKF's survey group leader and is recognized as one of the top experts in the areas of public works surveys. In his 21 year career, he has managed thousands of surveys contracts for clients ranging from major state and regional agencies, to small towns.



SURVEY SUPPORT TEAM

Jason Simmons, LSIT Laser Scanning Specialist

Jason will serve as Laser Scanning Specialist. Jason has over 19 years of experience. He will be responsible for completing the field activities in conformance with City of Alameda standards. He will also process High Definition scanner data and develop right-of-way AutoCAD files.



Ronald Ver, PLS Project Surveyor

Ronald will serve as Project Surveyor. He will assist our field crews on preparation of field survey packages and processing the files from the data collector and bringing points into CAD format.



Nick Lang Sr. Project Manager Preston Pipelines

Nick's role is to prepare and manage hydrovac potholing activities including traffic control plans, safety, QC, coordination with BKF and City of Alameda inspectors, and time and material pricing.



Brian Cass, LSIT Project Surveyor

Brian will serve as Project Surveyor. He has over 13 years of experience as a surveyor. For the past four years, he has been involved in drafting street topographic surveys for pipeline replacement projects throughout the San Francisco Bay Area. He will be responsible for ensuring the survey mapping deliverables are in conformance with City of Alameda standards.



Alvaro Ojeda Survey Party Chief

Alvaro will serve as Survey Party Chief. He will support the team in the field by performing boundary reconnaissance and investigation, topographic mapping and construction staking using the latest technology available.



Jeff Conway Lead Aerial Surveyor 360 Aerial Surveys

Jeff will serve as the Lead Aerial Surveyor. Jeff brings 30 years of mapping experience, with expertise in CAD-related aspects of planimetric mapping, terrain modeling and orthoimagery. He has provided support on a variety of design level engineering projects with BKF.



David Heslop Pre-Construction/Planning Preston Pipelines

David's role is to budget and plan potholing work for the BKF/City of Alameda team.





DAVIS THRESH, PLS

PRINCIPAL-IN-CHARGE

Davis is a survey principal, overseeing BKF's survey group. His survey experience spans 38 years. Throughout his tenure with BKF, he has played a key role in many projects in both the public and private sectors. His responsibility involves project management of all survey projects including scheduling, budget tracking, dispatching, supervision of crews, and coordination of the office and field surveyors. Davis has directly overseen the topographic surveys, construction staking survey and right-of-way acquisition and mapping for many of the firm's roadway and highway projects.

SELECT PROJECT EXPERIENCE

EDUCATION

Surveying, Diablo Valley College, CA

REGISTRATION

Professional Land Surveyor, CA No. 6868

TOTAL YEARS EXPERIENCE

38 years, 31 with BKF

OFFICE BRANCH

Oakland

Alameda County Public Works On-Call Survey Services, Alameda

- On-call surveying services to ACPWA to provide field and office support relative to Zone 6 Flood Control District survey needs
- Line E survey included establishing geodetic reference monuments tied to the California HPGN using BKF Rapid Static GPS surveying. BKF also established second order vertical control using electronic digital levels over 10 miles of flood control channel.
- Control traverses and supplemental level runs were completed utilizing conventional survey techniques. Alignments of channel center lines were created in Autodesk LDD3 and centerlines were staked on the ground to assist in cross section surveys.
- Cross sections were mapped to ACPWA standards using their layering system and appropriate CAD and engineering standards. Lines L & M survey required additional resources from within the company to deliver on time and budget
- Future work required includes completing cross section surveys of the remaining channels in Zone 6 and construction layout as improvement plans are developed

City of Berkeley On-Call Surveys, Berkeley

BKF provides on-call survey services to the City of Berkeley to offset the City staff's demanding work schedule and keep design projects on schedule, including:

- Topographic surveys for the design of various capital improvement projects including storm drain sewers, sanitary sewers, streets, parks and miscellaneous building projects
- Property line information, bench marks, reference City monuments and locate property corners
- Locations of existing utilities and other surface features/structures
- GPS control surveys and monitor surveys
- Construction staking

Santa Clara County Parks On-Call, Santa Clara County

- Topographic surveying services under a two-year master agreement
- Typical surveying services include: aerial mapping for master planning, detailed topographic surveying for design base maps, and detailed cross section of drainage channels for hydrology studies

**BEN SANTOS, PLS**

PROJECT MANAGER

Ben has over 20 years of professional experiences as a project surveyor. His responsibilities include preparation of topographic surveys, ALTA/NSPS surveys, boundary surveys, subdivision maps, elevation certificates, corner records, record of survey maps, plat & legal descriptions. In coordination with the team, he performs a variety of tasks including research and survey calculations, and gives expert advice to the success of survey projects. Mr. Santos works directly with computer-aided drafting and design (CADD) using Autodesk Civil 3D, and has extensive experience working with aerial mapping, digital photogrammetry, Global Positioning Systems (GPS) and Geographic Information Systems (GIS). Mr. Santos has experience in map checking services in support of the City Surveyor, and provides comments and map review for Parcel Maps and Final Maps.

SELECT PROJECT EXPERIENCE

Alameda County Water District On-Call Surveying, Fremont

- Provide surveying services for ground survey monitoring of five District Facilities in Fremont and Union City
- On-call surveying for topographic surveys for pipeline replacement projects
- Preparing plat and legal description for easements
- Boundary surveys for verifying property lines and supporting site selection of booster station project
- Laser scanning project for landslide/erosion studies
- GPS surveys for establishing control points
- Precise leveling to published benchmarks with Trimble DiNi digital level and bar-coded rods

City of Oakland On-Call Surveying, Oakland

- Perform map reviews of Parcel Maps & Final Maps
- Check maps submitted to the City to ensure maps are in conformance with Subdivision Map Act and Professional Land Surveyors' Act
- Assist the City Surveyor with cost estimates and miscellaneous support for surveying tasks

Mountain View On-Call Surveying Services, Mountain View

- Surveying services under a three-year master agreement
- Boundary surveys, topographic surveys, corner records, legal description and plat, lot-line adjustments, monument surveys, records of survey, right-of-way survey, construction staking

Stanford University, Palo Alto

- Topographic Survey and aerial mapping for new Stanford Medical Hospital
- Preparation of plat and legal descriptions for easements
- Supplemental topographic surveys for miscellaneous campus projects including Frost Amphitheater, Siebel Golf Course, Bing Concert Hall, etc.

Palo Alto Utility Surveys, Palo Alto

- BKF performed the survey fieldwork for collecting GIS information for the utilities in Palo Alto

EDUCATION

B.S. Geodetic Engineering, University of the Philippines Diliman

REGISTRATION

Professional Land Surveyor, CA No. 9251

TOTAL YEARS EXPERIENCE

20 years, 4 with firm

OFFICE BRANCH

Oakland



WALTER STEMBERGA

QA/QC MANAGER

Throughout his tenure with BKF as a survey manager, Walter has played a key role in many projects, in both the public and private sectors. His responsibility involves project management of all survey projects including scheduling, budget tracking, dispatching, supervision of crews, and coordination of the office and field surveyors. Mr. Stemberga has directly overseen the topographic surveys and construction staking survey for many projects.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S., International
Business, San Francisco
State University

ITT Technical Institute,
Design and Drafting
Technology

TOTAL YEARS EXPERIENCE

21 years, 20 with firm

OFFICE BRANCH

Oakland

City of Berkeley On-Call Surveys, Berkeley

- Several street topographic surveys where we located all improvements from back of walk to back of walk, including utilities, crowns, grade breaks and trees. These surveys were used by the engineering staff to design street improvement plans to improve drainage.
- GPS survey to check coordinate values of monuments. This was used by the staff to compare to existing values to determine effect of local landslides.
- Utility surveys of small areas of storm drain systems and sanitary sewer systems. Surveys located surface features and subsurface pipes.
- Included were condition reports of each structure to be used in design and also to be used as data in the GIS
- Construction layout of design improvements for construction of new sidewalks and curb and gutter for Arlington Avenue

City of Pleasanton On-Call Surveys, Pleasanton

BKF's on-call surveying contract provided supplemental services to City Staff, as well as assisted with designing and managing Capital Improvement Projects. With this broad brush approach, BKF has provided professional, technical, design, and management support for multiple projects including:

- Construction Staking Services
- Verification and As-Built Services
- Surveying Support Services
- Sewer Replacement

Livermore Engineering and Surveying Services On-Call, Livermore

BKF was awarded an on-call contract to provide consulting and survey services for surveying, planning, design, and constructing Livermore's Capital Improvement Projects, including:

- Downtown Livermore Pedestrian Pathway
- I Street Surface Parking Lot
- Lizzie Fountain Park Reconstruction
- Water Facilities Security Fencing
- Downtown Sewer Improvements Phase I and II As-Built Surveys
- Benchmark Update

City of Oakland On-Call Surveying Services, Oakland

- Three-year on-call contract to provide surveying services
- Subdivision Map Reviews for five parcel maps

SCOPE OF SERVICES

BKF is able to tackle projects of any size, from small topographic survey projects to large staking projects. For this contract, in lieu of using Unmanned Aerial Vehicles (UAVs) for mapping, which can be prohibited near airports, BKF has partnered with 360 Aerial Surveys, an experienced aerial surveying firm using real airplanes, and digital photogrammetric techniques. This approach yields more professional results than products coming from drones. We have also teamed with Preston Pipelines who owns the largest fleet of late model hydrovac excavating trucks for potholing services. All other requested services can be provided between BKF's pool of in-house survey specialists and 35 survey crews.

SURVEYING SERVICES	PROVIDING FIRM
Aerial Mapping and Photogrammetry	360 Aerial Surveys
ALTA Survey	BKF Engineers
As-Built Surveys	BKF Engineers
Boundary Surveys	BKF Engineers
Construction Staking	BKF Engineers
Final Map Review	BKF Engineers
Final Mapping	BKF Engineers
Flood Certifications	BKF Engineers
Global Positioning System (GPS) Surveys	BKF Engineers
LAFCO Mapping/Descriptions	BKF Engineers
Leveling Surveys	BKF Engineers
Lot Line Adjustments/Lot Mergers	BKF Engineers
Pothole of Existing Utilities – Preston Pipelines	Preston Pipelines
Preparation of Legal Descriptions	BKF Engineers
Processing with County Recorder's Office	BKF Engineers
Provision of Title Reports	BKF Engineers
Record of Survey Mapping/Corner Records	BKF Engineers
Research of Existing Utilities Information or Base Maps	BKF Engineers
Right-of-Way/Appraisal Mapping	BKF Engineers
Topographic Design Surveys	BKF Engineers



SURVEYING

Our dedicated team of licensed professional, surveying experts, and experienced field crews specialize in a diverse portfolio of services, including geodetic and photo control, right-of-way and ALTA surveys, topographic and utility surveying, boundary resolution and mapping construction surveys, and BIM integration. To deliver economical and quality surveys and boundaries to our clients, we actively use and perform surveying services with the latest industry technology— 3D Laser Scanning, Automated Instrumentation and Unmanned Aerial Sensors—and are leaders in providing training and developing protocols for our industry peers. A list of our general survey services is below.

CONSTRUCTION STAKING

- Review plans
- Calculate offset points
- Prepare cut sheets
- Collect as-built stake location
- Perform field staking

RESEARCH

- Review title reports provided
- Review data provided by the city
- Research maps of record
- Research county road files / available field notes
- Research CALTRANS records
- Calculate record information to identify title conflicts

GPS CONTROL

- Identify horizontal and vertical control datum
- Reconnaissance of existing control
- Pre-planning of static survey
- Field observations
- Post process data
- Prepare GPS Control Report

BOUNDARY SURVEY

- Calculate search ties for existing corners
- Field surveys to tie out found points to control net
- Adjustment of data
- Resolve discrepancies between record data & found evidence
- Prepare hardcopy of title information, found evidence and resolved boundary

RIGHT-OF-WAY MAPPING

- Review city right-of-way requirements
- Prepare appraisal maps and individual plats
- Prepare property descriptions and plats
- Monument right-of-way
- Prepare Record of Survey

TOPOGRAPHIC MAPPING

- Determine best method for topographic mapping based on client's needs
- If aerial mapping, provide photo control utilizing
- RTK or fast static GPS
- Perform on the ground topographic mapping

ALTA

- Research maps and deeds of record
- Calculate record documents
- Locate field evidence of property corners & movements
- Best-fit field to record boundary information
- Plot title exceptions

CONVENTIONAL SURVEYS

- Provide accurate, fast and efficient results for topographic surveys and construction staking
- Adaptable to project needs
- Provides highly repeatable results

3D LASER SCANNING

- Topographic, as-built and monitoring surveys
- High speed data capture for future manipulation and extraction
- Geo-reference using onsite project control
- 3D models
- Utilizes Leica P40

UTILITY LOCATING

- Field locate and mark underground utilities
- Furnish topographical surveys of found underground utilities using either GPS (Global Positioning System), total station, or aerial drones
- Provide sketches and site plans of found underground utilities
- Produce CAD files of underground utilities overlaid on site maps

AUTOMATED MONITORING

- Building Protection: Proactively monitor sensitive structural components with an active monitoring program
- Infrastructure Protection: Reduce risk of damage and negative impacts on adjacent infrastructure with real-time condition monitoring
- Structural Health Monitoring: Sensor data fusion and analysis for long-term structural performance monitoring and post-event damage assessment



RESOURCES

When partnering with BKF as on-call surveyors, City staff will not need to worry on renting or purchasing the latest equipment for efficiency and accuracy, we have embraced advance technologies and we will use the right tool for the specific of survey task.



BKF SURVEY EQUIPMENT

ROBOTIC TOTAL STATIONS (43 UNITS)

- (6) Leica 1200
- (3) Leica TS-12
- (6) Leica TS-16
- (10) Leica MS60
- (1) Leica PCR1203 Plus
- (10) Trimble S5
- (5) Trimble S6
- (6) Trimble S7
- (1) Trimble S8
- (1) Trimble S9

All of BKF party chiefs are using robotic total stations, most of them are 1-second guns, and they go through periodic maintenance and calibration.

DIGITAL LEVELS (13 UNITS)

Used for precise differential leveling and equipped with invar rods and bar-coded rods

- (2) Leica DNA10
- (2) Leica LS15
- (9) Trimble DiNi

BKF has more than 10 additional automatic levels – CarlZeiss Ni2, Nikon AS-2, Wild NA2 which are used for checking benchmarks and doing basic level loops.

HIGH DEFINITION LASER

- (2) Leica P40
- (1) Leica C10
- (1) Leica RTC 360

DATA COLLECTORS (42 UNITS)

- (25) Trimble TSC3
- (2) Trimble TSC7
- (1) Trimble R10
- (14) Leica CS 20

GPS/GNSS EQUIPMENT (12 UNITS)

- (2) Trimble R8
- (7) Trimble R10
- (1) Trimble R12
- (2) Leica GS-18T

BKF has 12 GPS Equipment with capability of real-time kinematic (RTK) surveys via real-time network (RTN) service from CSDS. BKF is also capable of post-processing static and fast static GPS data using Trimble Business Center.

MOBILE SMARTPHONES

Each party chief is equipped with a smartphone that can view PDF mark-ups and control plots, and capability to transfer data from their data collectors for sending/receiving survey data files while on the site.

VEHICLES

All of the party chiefs drive a Ford F150 truck or a GMC Sierra. BKF also have some spare trucks that they can use in case a truck would break down. A designated fleet manager handles the truck maintenance and makes sure that each truck is equipped with the right safety gears, survey tools and supplies.

EQUIPMENT MAINTENANCE & UPGRADE

BKF uses both Leica and Trimble instruments, and their respective sales representatives in the bay area often visit our offices to demonstrate latest technology in surveying. We have partnered with Ben Scholes of California Surveying and Drafting Supply, and Jason Paris of Leica Geosystems to help us with our routine calibration and maintenance. Calibration certificates and service reports are available upon request. We also constantly trade-in our older equipment to get discounts and upgrade to the latest one that is out in the market today.



CAPABILITIES & EXPERTISE

FIELD SURVEYING CAPACITY AND RESOURCES

BKF routinely runs 35 field crews comprised of approximately 50 field surveyors dispatched through our project managers. Our field surveyors are equipped with the latest survey equipment including total stations, robotics, GPS and laser scanning equipment. With our ability to pool from 35 survey crews firm-wide, BKF has the ability to tackle any size project. These crews are experienced in topographic surveys, aerial control, boundary surveys, GPS and conventional control surveys, monitoring surveys, utility surveys, monumentation, and construction staking. The field crews are supported by in-house land surveyors and technicians capable of converting the field data to usable working base drawings, layout cut sheets, and record information. State-of-the-art survey equipment is used to accomplish the control and field measurements including Leica reflectorless total station instruments with robotic capability, Trimble GNSS systems and software for fast static and network linked RTK surveys, Carson and TDS survey digital data collection and Leica HD laser scanner for 3D data collection of topographic and as-built data.

EXPERIENCE WITH ON-CALL CONTRACTS

BKF Engineers logged 106,420 field hours in 2020, making us the largest and most responsive surveying firm in Northern California for the third year in a row. Our survey group has supported public agencies on hundreds of projects initiated under on-call agreements over the years. BKF has earned high regard for its on-call services because of our open and forward thinking recommendations of project approach, cost saving techniques, scheduling, budgets and the understanding that on-call projects often require rapid high quality service with minimal notice.

Our goal is to become a seamless extension of City staff. BKF also understands that it is not always possible to predict emergencies or schedule changes. BKF prides itself in offering rapid response with quality service by not overcommitting our resources. Because on-call work orders typically involve numerous smaller projects, we understand the need to be responsive and proactive is especially important. We will always commit an adequate number of qualified staff to each work order in a timely manner.



PROJECT APPROACH

DEFINE THE SCOPE, SCHEDULE AND BUDGET

Once a task order is issued for a specific project, BKF will promptly discuss the requirements of the work with City staff to verify assumptions and the level of effort requested. We will determine the timeliest and most cost effective approach to complete an accurate survey.

DETERMINE METHODOLOGY

Based on each project, and its site requirements, we will select the most suitable and cost efficient methodology for completing the survey.

An example of one of our methods is the use of our Leica C10 3D Laser Scanners for remote data collection. The recent advancements in laser scanning technology and our experience with this technology has allowed us to provide traditional topographic survey maps utilizing scanner data at almost the same cost. Each project site has its own constraints, however we have found that utilizing the laser scanner provides a superior product. Once the data is captured, the field condition at the date of the survey is memorialized with a point cloud density one-tenth of a foot spacing or less. This allows us to access the data at any time in the future and extract more detailed topographic information in critical areas such as proposed conforms and detailed pavement rehabilitation areas.

Safety is one driver of the selection of survey methods – and a defining boundary condition between the selections of survey methods. As we determine which survey method to use, for example, we look at safety and whether a road has blind curves or appropriate site distances. We estimate roadway widths and bridge widths for locating our crews' equipment and vehicles. We hold our field crews' safety to the highest standard.

ASSIGN THE APPROPRIATE STAFF

Ben Santos, as the Survey Project Manager, will assign staff based on the specific survey task requirements. While all of our staff members are highly experienced and qualified surveyors, some have specialized expertise or specific experience that would aide in reducing the overall hours needed to perform a specific task. BKF has the resources to assign highly experienced surveyors to each City project.

PROJECT TRACKING

Once a project has been identified and an initial meeting has taken place, we will commence the work and monitor the progress daily to track the budget and schedule. Since some information can have unknown issues which may impact the project goals, we will investigate these early to identify and track these issues, minimizing their impact. Throughout the project, we will keep the City apprised of our progress.

QUALITY CONTROL

BKF will complete an internal review of all project deliverables. A senior team member will check the documents for errors, technical accuracy, completeness, and presentation before submitting to the City.

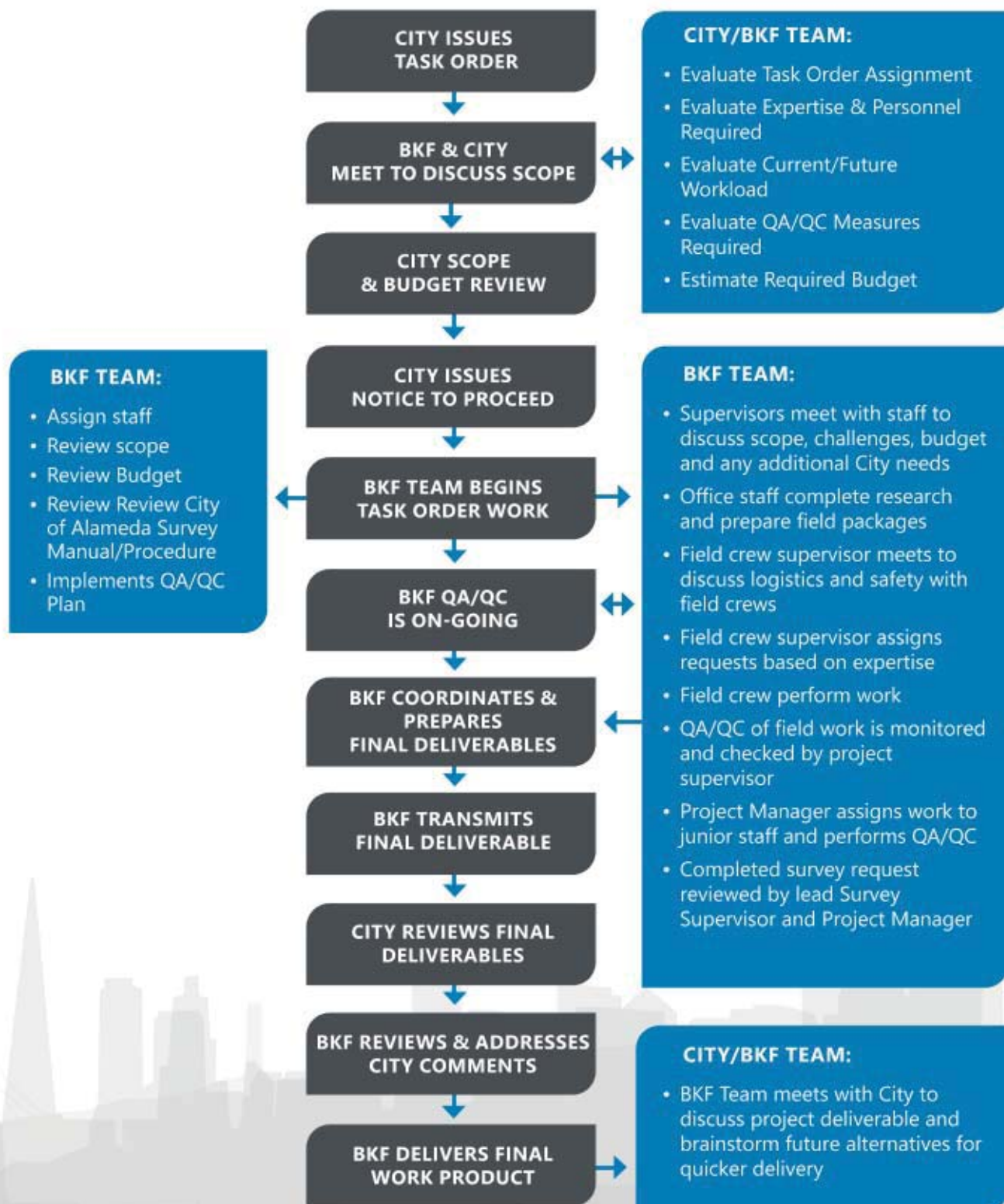
RESPONSE TIME

All efforts described above can and will be provided in the timeliest manner. We will respond and provide an approach within 24 hours of each request. Formal written task order proposals and crew mobilizations will be provided in the appropriate time frame according to each task's specific needs. In most cases we can have a crew on site within a 48 hour mobilization window, if needed. Our experience has led us to understand that many projects stemming from on-call contracts require us to be especially responsive and proactive.



APPROACH TO ON-CALL TASK ORDERS

The following flowchart shows the steps which will be taken on City survey task orders.



QUALITY CONTROL

BKF's Quality Assurance program is rooted on the premise that to obtain quality deliverables and a quality project, it must resonate throughout the design and documentation process. A well-defined work plan will integrate the design parameters and goals; great communication will ensure that the plan is implemented; internal checklists assist in verifying the results; and proactive construction support will facilitate a successful project completion.

BKF has a proven track record performing consulting services that develop projects of the highest quality. Our goal is to deliver innovative design solutions that are completed on schedule and within budget. The following aspects are integral to our management philosophy:

- A work plan that defines the project tasks
- A schedule that meets the consulting teams needs
- Effective communication
- Internal quality control at each stage of a project
- Proactive construction support

QUALITY STARTS WITH A PROJECT WORK PLAN

At the start of each phase of the project, BKF will prepare a Project Work Plan based on the project scope of work contained in the contract, on the specific project needs, and on the requirements of our internal

QA/QC checklist. The plan outlines those tasks we believe are necessary to successfully complete the project. The Work Plan is based on a formal definition of the project elements. We will use this Work Plan to coordinate the team.

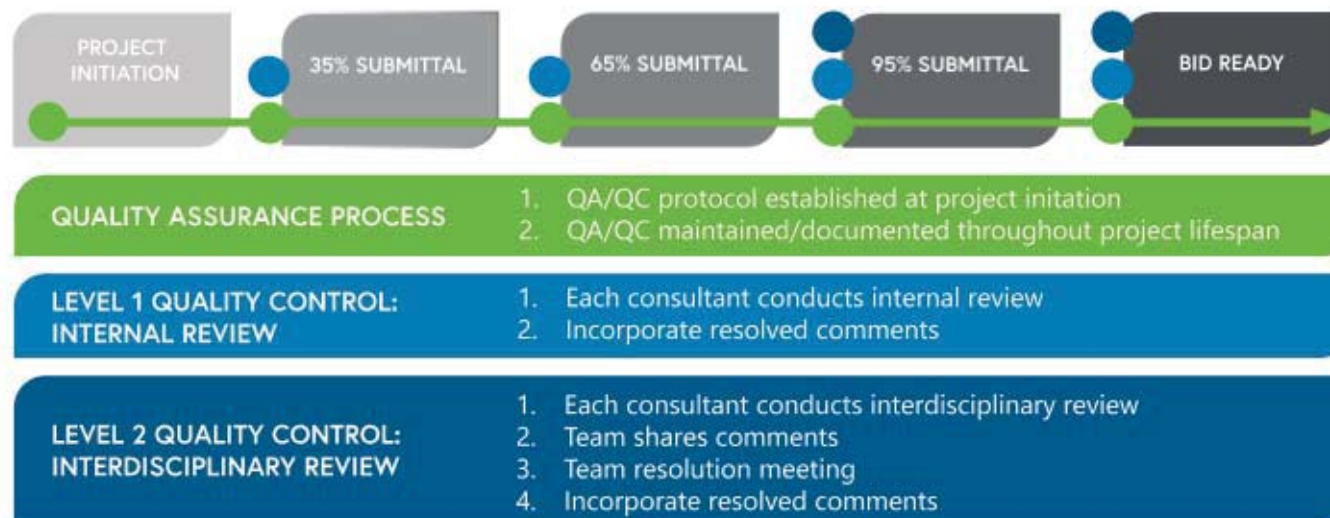
QUALITY IS MAINTAINED THROUGH COMMUNICATION

The communication conduit both internally and externally will be focused on Ben Santos, PLS. Ben will be the main point of contact with the City of Alameda and will be responsible for the overall team and ensuring tasks are completed on schedule. We have found that regular meetings are the best method to exchange ideas and information. As required, regular meetings with the team will be held to discuss key design elements and share concepts and ideas.

QUALITY IS ENHANCED BY INTERNAL QA/QC

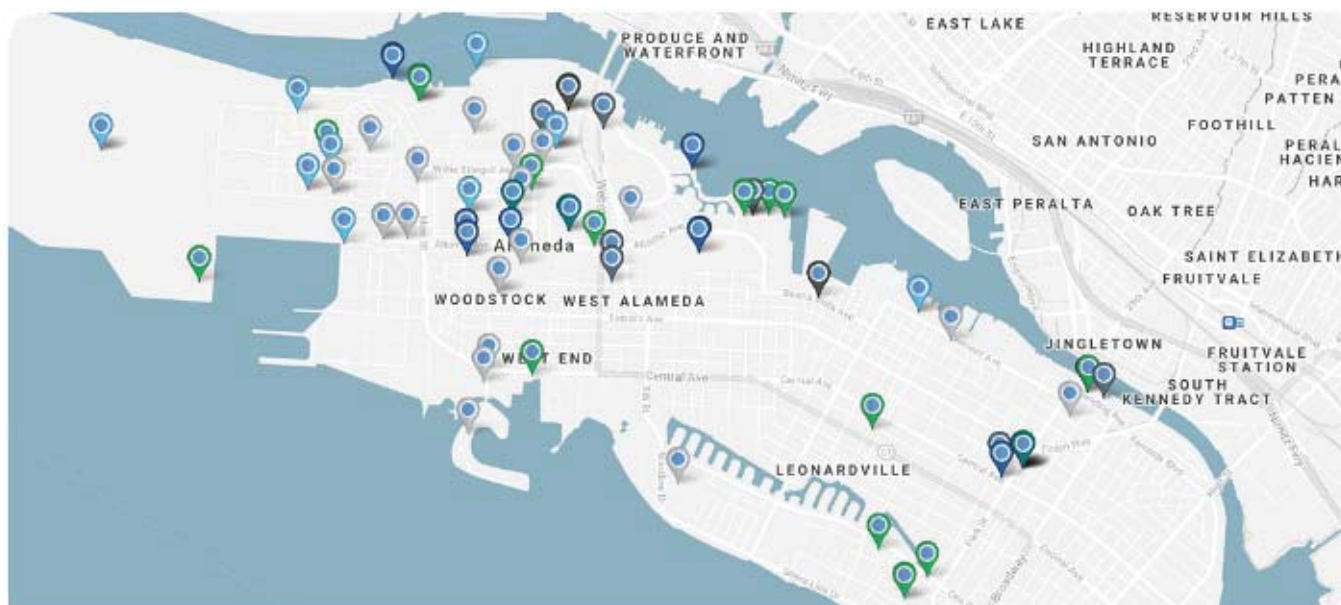
Two weeks prior to any scheduled submittal, BKF will complete an internal review of our documents. Walter Stemberg, QA/QC Manager, will check the documents for errors, perform a constructability review, and suggest alternatives for cost savings. In the final week prior to submittal, the documents will be corrected. Walter will utilize BKF's Quality Control Checklist as the basis for documenting his review.

QA/QC MANAGEMENT PROCESS



LOCAL KNOWLEDGE

Having offices in 16 different cities on the west coast has allowed us to become experts on the necessary processes that each city and county requires. This diversity of project locations, spanning from urban to rural, has given us an understanding of the need to consider the unique aspects of each area such as soil conditions, local and regional regulatory requirements, and requirements specific to utility companies and districts. BKF has experience in the City of Alameda, having performed more than 100 projects over the years, and we have a thorough understanding of the City's standards, organization, and resources. Some of our noteworthy projects are listed below.



CIVIC

- Alameda Boys & Girls Club
- Alameda Historic Theater
- Channing & Aughinbaugh Pump Stations
- US Food & Drug Lab/Admin. Building
- WETA Alameda Central Bay Ops Maintenance
- Marina Village Marina Condominiums
- CC Walden Green - Phase II
- Cross Alameda Trail
- Jean Sweeney Open Space Park

COMMERCIAL OFFICE

- Alameda Beltline Park Master Plan
- Svendsen Marine
- Bay Ship Alameda
- 2421 Blanding Avenue
- Exelixis Waterfront Campus
- 1900-2000 Alameda ALTA Update
- WindRiver Systems Phase II
- Serramonte Corp. Ctre.

TRANSPORTATION

- Harbor Bay Parkway ALTA Survey
- 1411 Harbor Bay Parkway
- 1321-1351 Harbor Bay Parkway
- 1201 Harbor Bay Parkway
- Wind River
- Penumbra Campus Alameda
- Sand Hill Road Water Line Replacement
- 1701 Monarch Street
- Torres Property
- Container Care Site
- FISC Commercial
- Bayport Apartments
- Atlantic Aven. Improvements
- Victoria by the Bay Sewer Pump Station
- Alameda Cinema 7
- Cal Pet Galaxy
- Alameda Landing
- Target Alameda
- EFI Vintage Park/Foster
- Burger King
- South Shore Center

MIXED-USE

- Alameda Civic Center Parking Structure
- 5th St. Parking Lot Feasibility Study
- Rosefield Village Parking Lot
- 721A Eagle Avenue Parking Lots
- 2517 Blanding Avenue
- Harvey West
- On-Call Truck Turn Analyses
- Alameda Public Roadway Network
- Mariner Square Drive
- Alameda Naval Air Station
- Warmington Homes - Bayport
- Alameda Landing Residential
- Alameda Landing Maritime
- Alameda Marina Due Diligence
- Alameda Point Site A
- Alameda Point Bldg. 9 Repurposing
- Alameda West Midway Project
- Alameda Point BEQ

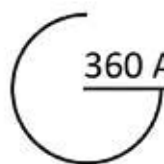
ON-CALL CONTRACTS

In our 106 years of delivering inspired infrastructure, BKF has worked with nearly all local city and county agencies throughout California, including the City of Alameda. Below is a partial list of local government agencies in Northern California for whom we have or are currently providing on-call services, and we are confident that we can continue to provide the same quality service to you.

- City of Alameda On-Call Engineering Services
- Alameda County Water District On-Call Survey Services
- Alameda County Public Works On-Call Surveys
- **City of Berkeley Plan Review**
- **City of Oakland Sanitary Sewer On-Call**
- **City of Dublin Civil and Survey On-Call Contract**
- **City of El Cerrito On-Call Engineering & PM**
- **City of Fremont On-Call Surveying Services**
- **City of Richmond On-Call Design Services**
- **City of Richmond Land Development Plan Check and Inspection**
- City of Concord On-Call Survey Services
- Caltrans District 4 On-Call Land Survey Services
- **Castro Valley Sanitary District On-Call Services**
- City of Brentwood On-Call Surveying Services
- City of Burlingame On-Call Engineering
- City of Calistoga CIP Surveying Services
- City of Daly City On-Call Engineering Services
- City of Half Moon Bay On-Call Map Review
- City of Hercules On-Call Engineering
- City of Livermore Engineering & Survey On-Call
- **City of Merced On-Call Engineer/Survey Services**
- City of Millbrae On-Call Plan Check Services
- City of Monterey On-Call Survey
- **City of Mountain View On-Call Survey Services**
- City of Napa On-Call Civil Engineering Services
- **City of Novato On-Call Services**
- City of Oakley Survey/Mapping Services
- City of Palo Alto On-Call Surveying
- City of Pinole On-Call Services
- City of Pleasanton On-Call Survey Services
- City of Pittsburg On-Call Survey/Engineering Services
- **City of Redwood City On-Call Survey/Mapping**
- City of Roseville On-Call Design Services
- City of Sacramento On-Call Survey Master Agreement
- City of San Francisco On-Call Surveying
- **City of San Jose On-Call Survey/Mapping Services**
- **City of San Rafael On-Call Land Surveying Services**
- **City of San Rafael Master Services Agreement**
- **City of San Ramon On-Call Survey/Civil Services**
- **City of Santa Clara On-Call Surveying/GIS & Utility Locating**
- City of Santa Rosa On-Call Survey & Engineering
- City of Sebastopol On-Call Survey & Engineering
- City of Soledad On-Call Master Agreement
- **City of South San Francisco On-Call Survey, Mapping, ROW Services**
- City of Vacaville On-Call Surveying Services
- City of Vallejo On-Call Survey
- City of Walnut Creek On-Call Engineering
- **City of West Sacramento On-Call Services**
- **City of Windsor On-Call Roadway/Transportation**
- **Contra Costa Co. Transportation Engineering On-Call**
- Contra Costa Water District On-Call Survey
- County of Fresno Public Works On-Call Survey
- **DGS Civil Engineering On-Call, Northern CA**
- East Contra Costa Fire Protection District On-Call
- **Marin County Parks On-Call Surveys**
- Marin County Open Space On-Call Land Surveying
- Midpeninsula Regional Open Space District On-Call Rural Services Survey
- San Francisco Department of Public Works Land Surveying
- San Francisco Public Utilities Commission Survey & ROW Engineering Services
- **San Mateo County On-Call Engineering Survey**
- **Sonoma County Agricultural Preservation and Open Space District Land Surveyor Services**
- Sonoma County As-Needed Survey On-Call
- Stanislaus County On-Call Civil/Survey
- Town of Hillsborough On-Call Survey
- **Valley Transportation Authority On-Call Survey & Mapping**

Bolded = Current Contracts

SUBCONSULTANTS



360 Aerial Surveys

360 AERIAL SURVEYS

360 Aerial Surveys is dedicated to unparalleled service, quality data and reasonable pricing. They provide comprehensive geospatial solutions to government agencies, engineering consultants and utilities. With 25 years experience in photogrammetry, CAD and GIS, 360 Aerial Surveys is familiar with a wide range of projects, and shares many contacts within the mapping, surveying and engineering services. This ensures a smooth project work flow with reliable deadlines and a high quality deliverable our customers expect.

360 Aerial Surveys' solutions address a wide range of demands including land and asset management, design engineering and construction, implementation of government mapping programs, urban planning, environmental management, infrastructure, and regulatory compliance. This range of services is achieved through a wide variety of individual geospatial project experience spanning more than twenty-five years.

360 Aerial Surveys operates primarily in California and applies state of the art aerial mapping equipment such as LiDAR sensors, digital imaging sensors as well traditional frame cameras and oblique aerial mapping cameras to provide large and small scale base mapping products. Base mapping products are the key elements utilized in the support of geospatial solutions.

JEFF CONWAY

Lead Aerial Surveyor

Jeff provides senior level planning, design and implementation for all projects. He brings 30 years of mapping experience, with expertise in CAD-related aspects of planimetric mapping, terrain modeling and orthoimagery. He has provided support on a variety of design level engineering projects and also plays a critical role in the integration of conventional photogrammetric DTM and planimetric mapping with other data sources such as LiDAR, cross section survey data, and bathymetric data. Such integration of data from varying sources requires careful attention to data formats and interoperability of software. He is responsible for the independent quality inspection and vector editing of mapping data. Additionally, his depth of understanding related to Autocad and Microstation data formats is essential when working with specifications related to Caltrans, USACE and other agencies with specific requirements.

SELECT PROJECT EXPERIENCE

2388 Mariner Square, Alameda, CA (BKF)

- Coordination of ground control layout
- Aerial imagery acquisition
- Analytical aerotriangulation, DTM compilation and orthoimagery

Otis Drive Mapping, Alameda, CA (CSW/ST2)

- Coordination of ground control layout
- Aerial imagery acquisition
- Analytical aerotriangulation, 20 scale map compilation and orthoimagery
- Leland Road Pittsburg, Contra Costa County, CA (Bellecci & Associates)
- Coordination of ground control layout
- Aerial imagery acquisition of ~4 mile corridor
- Analytical aerotriangulation, 20 scale map compilation and orthoimagery

Uvas and Chesbro Reservoirs, Santa Clara County, CA (SCVWD)

- Coordination of ground control layout
- Aerial LiDAR and imagery acquisition
- Analytical aerotriangulation, 40 scale map compilation and orthoimagery
- Assembly of Digital Terrain Model (DTM) including bathymetric and topographic data



PRESTON PIPELINES

- Preston Pipelines provides BIM Services, LEED participation, QSP services for SWPPP, HAZ certified, CARB compliance, and QA/QC programs. We manage complicated Design/Build projects, provide General Contractor services, and team with select subcontractors to provide a complete site package of utilities, grading and paving, electrical lighting and signals, and concrete. No other Civil Engineering construction firm provides select clients with our level of expertise in pre-construction services, for free - Site Reconnaissance, Budgets, Schedules, Constructability, Plan Review, Planning and Sequencing, CAD Design, and Traffic Control Plans.
- We have the largest fleet of late model construction equipment. We own the hydrovac excavating trucks proposed for this project.
- We have over 45 production crews, and 5 finish crews so we always start your projects with quality staff, when you want to start, and complete the project, when you want it completed.
- Our safety EMR for the 2021 year is .80 and we are PG&E Gold Shovel certified.
- We would support the City of Alameda RFP out of our Milpitas office.

DAVE HESLOP

Pre-Construction/Planning

Managed varied projects in a 36-year career at Preston Pipelines, including the original Lucille Packard Children's Hospital construction, the Hyatt at Stanford, Stanford Shopping Center expansion, and the Sand Hill Road widening to name a few, and managed pre-construction activities for Stanford SESI, Apple 2 Campus, RT Jones Widening, and Google's Bay View, East Charleston, and Landings campuses.

Currently supervises all the company's Pre-Construction, Potholing, and Design/Build and Design/Assist projects.

NICK LANG

Sr. Project Manager

Project manages all aspects of projects from submittals, work plan, meetings, logistics, scheduling, technical problem solving, change order management, materials, value engineering, and subcontractors through close out of the project. Proficient in AutoCAD and have LEED experience on multiple projects.

SELECT PROJECT EXPERIENCE

Welch Road DB Potholing, Stanford

- Locate existing utilities to prepare design for new main line utilities serving future Stanford Hospital

Gibraltar Green Link Potholing, Sunnyvale

- Locate existing utilities for roadway reconfiguration

Borregas CUP, Sunnyvale

- Locate existing utilities to prepare design for new installation of HHW/CHW district wide distribution piping

Chilco Street (Facebook) Potholing, Menlo Park

- Pothole to determine future signal pole and street light pole and pedestrian beacon pole available locations

Gateway Crossings, Santa Clara

- Locate existing utilities to determine design for utility main upsizing, future project laterals, and signal pole locations

Prologis OGLC II / Ph. III and MH1, Oakland

- Installation of all underground utility work which includes storm drain, fire service, domestic and reclaimed water, sewer, gas service, bio-swale and boxes.
- Installation of fire lines at a minimum depth of 3'

D / REFERENCES, RELATED EXPERIENCE & WORK EXAMPLES

Exhibit C



U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1552-0006
Expiration Date: November 30, 2018

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-6.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name		Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.		Company NAIC Number:
City	State	ZIP Code
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.)		
A5. Latitude/Longitude: Lat _____ Long _____ Horizontal Datum: <input type="checkbox"/> NAD 1983 <input type="checkbox"/> NAD 1983		
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number _____		
A8. For a building with a crawlspace or enclosure(s):		
a) Square footage of crawlspace or enclosure(s): _____ sq ft		
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____		
c) Total net area of flood openings in A8.b _____ sq ft		
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		
A9. For a building with an attached garage:		
a) Square footage of attached garage _____ sq ft		
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____		
c) Total net area of flood openings in A9.b _____ sq ft		
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		

ELEVATION CERTIFICATE AT POINSETTIA AVE San Mateo, CA

No job is too small, or too large when it comes to our commitment in helping our communities. From a small topographic survey request that is half-day worth of work, or a client requesting FEMA elevation certificate, BKF can provide the surveying services.

BKF performed field survey to determine highest adjacent grade and lowest adjacent grade for the residential structure. FEMA research for the base flood elevations and flood zone designation were provided. Photo documentation of the flood vents, crawl space, and equipment serving the building were included on the elevation certificate.

REFERENCE

Dennis J. Murphy
Realtor
McGuire Real Estate
415.310.7956
dennis@dennisjmurphy.com

COMPLETION DATE

2019

PROJECT COST

\$1100

PROJECT SIZE

5,454 sf

CLIENT

Dennis Murphy

TEAM

Ben Santos, PLS
Project Manager
Brian Cass, LSIT
Project Surveyor

D / REFERENCES, RELATED EXPERIENCE & WORK EXAMPLES



CUBBERLEY COMMUNITY CENTER ALTA SURVEY

Palo Alto, CA

As part of the on-call surveying contract with the City of Palo Alto, BKF was requested to perform an ALTA Survey for the Cubberley Community Center. The boundary survey was resolved and all the easements were plotted in CAD. BKF ordered the preliminary title report and reimbursed by the City. BKF coordinated with their sub-contractor, 360 Aerial Surveys, who provided the aerial photogrammetry and mapping. BKF performed the control surveys using Trimble R10 GNSS/GPS equipment with real-time kinematic (RTK) methods. The aerial targets were tied to NAD83 State Plane Coordinates, and the vertical control was tied to NAVD88 datum from a published benchmark from Santa Clara Valley Water District. Precise leveling surveys were done using Trimble DiNi digital level which included level loops to the primary control points. Additional ground survey and supplemental topographic surveys were done to map out all utilities and other major topographic features especially under the tree canopies or near building overhangs. The base map prepared contains 1-foot contours and a digital terrain model that can be used to build surfaces on Civil 3D software.

Survey tasks included on this project:

- Aerial Mapping and Photogrammetry
- ALTA Survey
- Boundary Surveys
- Global Positioning System (GPS) Surveys
- Leveling Surveys
- Provision of Title Reports
- Research of Existing Utilities Information or Base Maps
- Topographic Design Surveys

REFERENCE

Holly Boyd, PE
Assistant Director Public Works
City of Palo Alto
650.329.2612
holly.boyd@cityofpaloalto.org

COMPLETION DATE

2020

PROJECT COST

\$56,970

PROJECT SIZE

43 Acres+/-

CLIENT

City of Palo Alto

TEAM

Davis Thresh, PLS
Principal-in-Charge
Ben Santos, PLS
Project Manager
Brian Cass, LSIT
Project Surveyor
Ronald Ver, PLS
Project Surveyor
Walter Stemberg
QA/QC Manager

D / REFERENCES, RELATED EXPERIENCE & WORK EXAMPLES



MOFFETT PARK BASE MAPPING PROJECT

Sunnyvale, CA

BKF prepared a base map for a district-wide project in Sunnyvale. The survey mapping tasks include an aerial survey, geodetic control survey, precise leveling surveys, boundary surveys, utility locating services, tree survey, creek survey, plotting of easements, street cross-section surveys, and supplemental topographic surveys.

Survey Tasks included on this project:

- Aerial Mapping and Photogrammetry
- ALTA Survey
- Boundary Surveys
- Global Positioning System (GPS) Surveys
- Leveling Surveys
- Topographic Design Surveys
- Final Mapping/Lot Line Adjustments/Lot Mergers (to be done in next phase)
- Underground Utility Locating Services (using BKF in-house locators)
- Record of Survey (to be filed on next phase)

REFERENCE

Clara Tang, PE
Google Venture Lendlease
415.828.0364
claratang@google.com

COMPLETION DATE

2021

PROJECT COST

\$385,909

PROJECT SIZE

450 Acres+/-

CLIENT

Google Venture Lendlease

TEAM

Davis Thresh, PLS
Principal-in-Charge
Ben Santos, PLS
Project Manager
Brian Cass, LSIT
Project Surveyor
Ronald Ver, PLS
Project Surveyor
Walter Stemberga
QA/QC Manager

D / REFERENCES, RELATED EXPERIENCE & WORK EXAMPLES



SELECT SURVEY ON-CALL CONTRACTS

Various Locations, CA

Below are some of the survey task orders we received, and performed as part of our agreement with our client for the professional surveying services. These survey tasks below may be similar to what City of Alameda may require BKF on an as-needed basis. As your consultant and "partner" in surveying, we will suggest the most efficient and cost effective way to deliver the mapping product and surveying services requested.

ALAMEDA COUNTY WATER DISTRICT (ACWD)

2017-Ongoing

- Monitoring Surveys for reservoirs
- Laser Scanning Surveys to monitor erosion studies
- Street Topographic Surveys for water pipeline replacements
- Utility Locating Services for site selection and design engineering
- Precise Leveling Surveys for establishing vertical control
- GPS Surveys for primary horizontal control

REFERENCE

Benjamin Egger
Project Engineering
Supervisor
Alameda County Water
District
510.668.4482
benjamin.egger@acwd.com

CITY OF SAN JOSE ON-CALL SURVEYING CONTRACT

2017-Ongoing

- Design Topographic Survey for parking and street improvements
- GPS Survey(RTK) for GIS database of utility infrastructure
- Manhole Surveys – dip the manholes for pipe inverts, photo documentation, sketch

REFERENCE

Sam Aguirre
Associate Engineer
City of San Jose
408.406.4844
Sam.Aguirre@sanjoseca.gov

CITY OF PALO ALTO ON-CALL SURVEYING CONTRACT

2017-Ongoing

- Design Topographic Survey – for street paving and sidewalk design
- Prepare Plat & Legal Descriptions for Easements – for street light installations
- Street Lighting Survey – for installing bistro lights at California Ave
- ALTA Survey for Cubberley Community Center
- Surveying Services for Parks Improvement
- Surveying Services for Sidewalk Improvement
- GPS surveys for utility infrastructure and GIS database updates
- Map Checking Services for Final Maps/Parcel Maps/Lot Line Adjustments

REFERENCE

Holly Boyd
Senior Engineer
City of Palo Alto
650.329.2612
Holly.Boyd@CityofPaloAlto.org

D / REFERENCES, RELATED EXPERIENCE & WORK EXAMPLES**INTUIT BUILDING 22 PROJECT - MOUNTAIN VIEW, CA**

2019-2021

Prepare Lot Merger/ Parcel Map Merger

- Prepare Plats and Legal Descriptions for PG&E easements
- Pothole of Existing Utilities
- Construction Staking Surveys
- GPS Surveys
- Control Surveys
- Boundary Survey
- Underground Utility Locating – locate and mark all site utilities
- Flood Certifications (Elevation Certificates)
- Research of Existing Utilities Information or Base Maps
- As-Built Surveys
- Tree Surveys

REFERENCE

Sheryl Mordo
Senior Program Manager
Intuit
925.759.5227
sheryl_mordo@intuit.com

CITY OF MOUNTAIN VIEW

2019-2021

- Laser Scanning Survey for Castro Street ADA design
- Record of Survey for Emily and Leong Drive
- Monument Preservation – reinstall street monuments
- Leveling Surveys to tie vertical control for MV Recology
- Topographic Design Surveys for Rengstorff Aquatic Park

REFERENCE

Quan Tran
Public Works Department
City of Mountain View
510.303.5622
quan.tran@mountainview.gov

TEAM

Davis Thresh, PLS
Principal-in-Charge

Ben Santos, PLS
Project Manager

Brian Cass, LSIT
Project Surveyor

Ronald Ver, PLS
Project Surveyor

Walter Stemberga
QA/QC Manager





CONTRACT EXCEPTIONS

BKF has reviewed the City's Standard Contract and would suggest a few minor modifications. These revisions are open to negotiation and we welcome the opportunity to discuss with staff and/or the City Attorney. We remain optimistic that these suggested modifications can be successfully negotiated between BKF and the City in a reasonable and timely manner.

SECTION 4

TIME ~~IS OF THE ESSENCE~~:

Provider and City agree ~~that time is of the essence regarding the performance of this Agreement~~ and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by City.

Provider shall submit all requests for extensions of time to City in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

SECTION 10B

Indemnification for Claims for Professional Liability Only: As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8. ~~In no event shall the costs, fees, and expenses charged to the Provider exceed the Provider's proportionate percentage of fault.~~





City of Alameda, California

May 18, 2021

TO: PROSPECTIVE BIDDERS

ON-CALL LAND SURVEYOR SERVICES ADDENDUM NO. 1

Addendum No. 1 is hereby issued to make the following revision to the plans and specifications:

1. Specifications
 - a. Section III: Proposal Format, Page 22, Item F, Billing Rates - Change this paragraph to read:

~~If provided, please insert the billing rate in a separate sealed envelope, within the main sealed envelope. Cost, while not determinative, may be considered in the selection process.~~ **If provided, please include billing rates in a separate file. You can make the file password-protected and provide the password if you are selected.**

APPROVED:  May 18, 2021
Robert Vance
Supervising Civil Engineer Date

Receipt is hereby acknowledged of Addendum No. 1, ON-CALL LAND SURVEYOR SERVICES.

BKF Engineers Date: 5/18/2021
Company Name / Contractor

By: 
Davis Thresh, Vice President-in-Charge

NOTE: THIS COMPLETE ADDENDUM, SIGNED AND DATED MUST BE RETURNED WITH YOUR BID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2021

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-272-1400 FAX (A/C, No): E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com
INSURED BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City CA 94065-1428	License#: 6003745 BKFENGI-02

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B: Travelers Property Casualty Company of America	25674
INSURER C: The Travelers Indemnity Company of Connecticut	25682
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 2060960022**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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6808J585363	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8108J591007	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP8J595006	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB7N703435	9/1/2020	9/1/2021	<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
A	Professional Liability Includes Pollution Liability			DPR9965649	9/1/2020	9/1/2021	Per Claim \$5,000,000 Annual Aggregate \$7,000,000

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

Umbrella policy is follow-form to underlying General Liability/Auto Liability/Employer's Liability.
 RE: All Operations of the Named Insured. The City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are named as Additional Insured for General and Auto Liability as per policy forms, as required by written contract or agreement. General and Auto Liability Insurance is primary and non-contributory and a severability of interest clause applies per policy form. A Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation. 30 Days Notice of Cancellation.

DS

6/24/2021

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

City of Alameda
 Public Works Department
 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

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POLICY NUMBER 6808J585363

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 6/17/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**ADDITIONAL
INSURED
CONTRACTORS****— OWNER, LESSOR
— SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name of Insured**

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

Location

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

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

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

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

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

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

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

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

POLICY NUMBER: 6808J585363

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 6/17/2021**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.****ADDITIONAL
INSURED
CONTRACTORS****— OWNER, LESSOR
— COMPLETE OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name of Insured**

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

Name of Project

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

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

CG 2374 — **WISCONSIN** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

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

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

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

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

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

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

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

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

Sale Of Pharmaceuticals

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

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

"Incidental medical services" means:

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

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

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

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

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

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

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

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7N703435

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

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

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

Schedule

Person or Organization

Job Description

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by

DATE OF ISSUE: 6/17/2021

Page 1 of 1