

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 **KIER & WRIGHT CIVIL ENGINEERS AND LAND SURVEYORS, INC.**, a California corporation, whose address is **2850 COLLIER CANYON ROAD, LIVERMORE, CALIFORNIA 94551** (the "**Provider**"), in reference to the following facts and circumstances:

RECITALS

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

AGREEMENT

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

1. TERM:

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

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

2. **COMPENSATION:**

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

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

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

3. **SERVICES TO BE PERFORMED:**

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

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

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. AUTHORIZED REPRESENTATIVES:

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

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

7. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue

of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

9. NON-DISCRIMINATION:

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

10. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), 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.

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:

Kier & Wright Civil Engineers and Land Surveyors, Inc.
2850 Collier Canyon Road
Livermore, CA 94551
ATTENTION: Joe Thompson, PLS, Vice President
(925) 245-8788 / jthompson@kierwright.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:

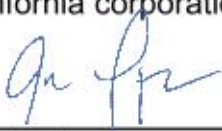
By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

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.

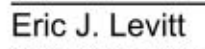
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

KIER & WRIGHT CIVIL ENGINEERS
AND LAND SURVEYORS, INC.
a California corporation



Joseph Thompson
Vice President, LS8121

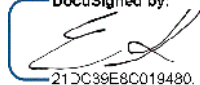
CITY OF ALAMEDA
a municipal corporation



Eric J. Levitt
City Manager

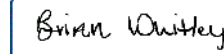
Steve Calcagno
Secretary

RECOMMENDED FOR APPROVAL

DocuSigned by:


21DC39E8C019480...
Eric Schmidt
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


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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



HOURLY RATE SCHEDULE

Effective March 1, 2021 through June 30, 2022

Principal.....	\$ 269.00 / Hour
Principal Engineer.....	\$ 244.00 / Hour
Senior Engineer Manager.....	\$ 225.00 / Hour
Technical Manager.....	\$ 225.00 / Hour
Senior Engineer.....	\$ 212.00 / Hour
Engineer III.....	\$ 198.00 / Hour
Engineer II.....	\$ 165.00 / Hour
Engineer I.....	\$ 137.00 / Hour
Senior Survey Construction Manager.....	\$ 219.00 / Hour
Senior Land Surveyor.....	\$ 219.00 / Hour
Project Surveyor III.....	\$ 196.00 / Hour
Project Surveyor II.....	\$ 158.00 / Hour
Project Surveyor I.....	\$ 135.00 / Hour
Survey Coordinator.....	\$ 187.00 / Hour
Engineering Tech III.....	\$ 178.00 / Hour
Engineering Tech II.....	\$ 161.00 / Hour
Engineering Tech I.....	\$ 150.00 / Hour
Draftsman / Survey Tech III.....	\$ 137.00 / Hour
Draftsman / Survey Tech II.....	\$ 113.00 / Hour
Draftsman / Survey Tech I.....	\$ 105.00 / Hour
3-Man Survey Crew.....	\$ 392.00 / Hour
2-Man Survey Crew.....	\$ 310.00 / Hour
1-Man Survey Crew.....	\$ 191.00 / Hour
Testimony (Trial or Deposition).....	\$ 524.00 / Hour
Project Coordinator III.....	\$ 129.00 / Hour
Project Coordinator II.....	\$ 112.00 / Hour
Project Coordinator I.....	\$ 98.00 / Hour
Engineering / Survey Intern.....	\$ 57.00 / Hour
3D Laser Scanning Crew.....	\$ 382.00 / Hour

All blueprinting and reproduction will be billed at cost plus 10%.

Time spent for preparation for testimony will be billed in accordance with the above hourly rates.



SUBDYNAMIC LOCATING RATES AND SERVICES 2021

STANDARD UTILITY LOCATE *TWO HOUR MINIMUM*

Standard Utility Rate - Normal Business Hours 7AM – 5PM	\$195.00 Hourly
Overtime Utility Locate Rates – After Business Hours	\$292.50 Hourly
Utility Locate Prevailing Wage Rated	\$247.50 Hourly
Overtime Prevailing Wage Rated-After Business Hours	\$371.25 Hourly

GPR – GROUND PENETRATING RADAR *FOUR HOUR MINIMUM*

Standard GPR Rate - Normal Business Hours 7AM – 5PM	\$195.00 Hourly
Overtime GPR Rates – After Business Hours	\$292.50 Hourly
GPR Prevailing Wage Rated	\$247.50 Hourly
Overtime Prevailing Wage Rated-After Business Hours	\$371.25 Hourly

GPR – UTILITY LOCATE COMPREHENSIVE REPORTS -MAPS-PRINTS

Standard Comprehensive Bluebeam Report Rates	\$220.00 Hourly
Overtime Comprehensive Bluebeam Report Rates -After Hours	\$330.00 Hourly



WATER & GAS LEAK INVESTIGATION *TWO HOUR MINIMUM*

<i>Residential</i> Leak Investigation - Business Hours 7AM – 5PM	\$225.00 Hourly
Overtime Leak Rates – After Business Hours	\$337.50 Hourly
<i>Commercial</i> Leak Investigation-Business Hours 7AM - 5PM	\$195.00 Hourly
Overtime Commercial Leak Locate Rates	\$292.50 Hourly
Overtime Prevailing Wage Rated-After Business Hours	\$247.50 Hourly
Overtime Prevailing Wage Rated- Weekend Rates	\$371.25 Hourly
Gas used for Leak Investigation – Current Market Prices	\$145.00 Tank



CCTV MAINLINE CRAWLER *TWO HOUR MINIMUM*

CCTV Mainline Crawler Investigation & Locate	\$257.50 Hourly
Overtime CCTV Crawler Investigation -After Hours	\$386.25 Hourly
CCTV Mainline Crawler Prevailing Wage Rate	\$296.25 Hourly
Overtime CCTV Mainline Crawler Prevailing Wage After Hours	\$444.38 Hourly

CCTV LATERAL LAUNCH CRAWLER *FOUR HOUR MINIMUM*

CCTV Mainline Lateral Launch Investigation & Locate	\$257.50 Hourly
Overtime CCTV Lateral Launch Investigation -After Hours	\$386.25 Hourly
CCTV Mainline Lateral Launch Prevailing Wage Rate	\$346.50 Hourly
Overtime CCTV Lateral Launch Prevailing Wage After Hours	\$519.75 Hourly

CCTV PUSH CAMERA INSPECTIONS *TWO HOUR MINIMUM*

CCTV Push Camera Investigation	\$197.50 Hourly
Overtime / Weekends CCTV Push Camera Investigation	\$296.25 Hourly
CCTV Push Camera Investigation Prevailing Wage Rated	\$247.50 Hourly
CCTV Push Camera Investigation Prevailing Wage Rated After Hours -Weekends	\$444.38 Hourly
Flash Drive – DVD Report	\$10.00 Per Unit

- *Permission and excavating permits from landowners, municipalities, D.O.T. , and/or other facility owners. Subdynamic Locating DOES NOT apply for the encroachment permits. We are a secondary and Sub for all projects.*
- *Traffic Control that requires a site-specific plan must be provided by the client or the city for lane closure.*
- *Subdynamic Locating supplies basic traffic control only. (cones, flags, signage etc.)*

Badger Hydrovac Service Rates

United States

Prepared By: Mike Lanning
Dated: 1/1/21



**Exhibit B**

765 Teal Drive, Benicia CA 94510

T 707-205-0060

"An equal opportunity employer"

2019 Badger Service Rates**Prepared by: Mike Lanning****Area Manager**

707 -205-0060

MLanning@Badgerinc.com

Scope of Work

Badger Daylighting Corp. proposes to provide Hydrovac excavation services. Hydrovac excavation is a non-destructive method of excavation that incorporates pressurized water and vacuum power to quickly and safely dig around existing utilities.

Work will be performed on an hourly basis, and payment will be based on a time and materials. Shifts starting before 5am and after 10am and weekend work will be billed at the overtime rate. Work will be billed based from the closest Badger Daylighting Office. If a 2 man crew is needed, additional man is \$100/per hour.

DESCRIPTION	UNIT COST
Hourly Rate for Badger (One Man Crew)	\$295 ST
Overtime Rate for Badger (One Man Crew)	\$345 OT
Double time Rate for Badger (One Man Crew)	\$395 DBT
Additional Man per hour	\$125 ST, \$150 OT & \$175 DBT
Roll Off Truck per Hour	\$125
Water Per Load	\$125
Material Off Loading Fees per Load	\$1000 (unless provided by customer)
Coil Heater Charge for Heated Water per Day	\$150
Travel Charges – MOB or DEMOB	(billed port to port at above rates)
Remote Hose per Foot	\$3.00
Per Diem	\$175 (Per Operator if needed)
Daily Rate for Chase Truck (If Required)	\$175
Bridge Toll	\$50
Fluctuating Fuel Recovery Fee	6.00%

General Notes & Conditions:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost + __%.
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. This proposal is an estimate only and final invoicing will be determined by actual hours worked and materials utilized.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
7. 0% retainage is withheld.
8. Taxes – tax will be added to quote pricing as required by State/Local governments.
9. Currently a fluctuating fuel recovery fee will be applied to all invoices at a monthly calculated rate that is adjusted based upon the average cost of diesel as published by www.eia.gov.

Client Signature:

Printed Name: _____

Signature: _____

Date: _____

Client responsibility Includes:

1. Access to the Hydrovac site. Permits and easements from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wage.
14. Requirements, additional insurance requirements over what Badger already has in place. Badger will make its best effort to coordinate a full day of work.

Badger

Representative: _____

Signature: _____

Date: _____

BADGER DAYLIGHTING CORP.
STANDARD TERMS AND CONDITIONS
(USA)

1. **Definitions.** "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "USA" shall mean the United States of America.

2. **Terms of Service Agreement Acceptance and Complete Agreement.**

a. **Acceptance.** Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

b. **No Acceptance.** Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. **Buyer's Obligations.**

(a) **Services.** Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

4. **Buyer's Acts or Omissions.** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. **Taxes and Fees.** Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. **Representations and Warranties; Limitation of Remedy.**

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider

with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) Unless Buyer expressly advises otherwise, Buyer represents and warrants that the soil and groundwater in the area of the Hydrovac excavation operations is not contaminated with any non-naturally occurring substance, and Buyer hereby indemnifies and holds Badger Daylighting Corp. and its directors, officers, employees, agents, and contractors harmless from all losses, costs, expenses and penalties which it or they directly or indirectly suffer or incur in the event the soil and or groundwater is contaminated with any substance other than naturally occurring substances.

7. **Limitation of Liability.**

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND REPERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. **Rejection or Claims.** A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. **Performance Dates.** Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. **Title and Risk of Loss or Damage.** Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

11. **Payment Terms.** All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Amounts unpaid after such date shall bear interest from the date of the invoice at a rate of one



and one-half percent (1.5%) per month, or eighteen percent (18%) per annum.

12. **Default.** If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

13. **Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. **Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

15. **Intellectual Property.** All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.

16. **Confidential Information.** (a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

17. **Integration.** The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.

Exhibit B

18. **Assignment.** Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.

19. **Severability.** Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

20. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. **Governing Law; Venue.** All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.



COOPER AERIAL SURVEYS CO.
2021 BILLING RATES

DIRECT LABOR

CLASSIFICATION	HOURLY RATE	144.21% OVERHEAD	10% PROFIT	BILLABLE RATE
Principal	\$ 50.63	\$ 73.01	\$ 12.36	\$ 136.00
Project Manager	\$ 39.46	\$ 56.90	\$ 9.64	\$ 106.00
Photogrammetric Manager	\$ 29.41	\$ 42.41	\$ 7.18	\$ 79.00
Photogrammetric Specialist	\$ 23.82	\$ 34.36	\$ 5.82	\$ 64.00
Cartographic Manager	\$ 21.96	\$ 31.67	\$ 5.36	\$ 59.00
Cartographic Specialist	\$ 16.75	\$ 24.16	\$ 4.09	\$ 45.00
Information System Manager-GIS/HIS/MIS	\$ 39.46	\$ 56.90	\$ 9.64	\$ 106.00
Technical Image Manager	\$ 39.46	\$ 56.90	\$ 9.64	\$ 106.00
Technical Image Specialist	\$ 24.20	\$ 34.89	\$ 5.91	\$ 65.00
Technical Image Analyst	\$ 21.22	\$ 30.60	\$ 5.18	\$ 57.00
Computer Technician	\$ 15.26	\$ 22.01	\$ 3.73	\$ 41.00
Bookkeeper/Clerical	\$ 18.24	\$ 26.30	\$ 4.45	\$ 49.00
		\$ -		
CAD Drafting	\$ 29.78	\$ 42.95	\$ 7.27	\$ 80.00
FAA Drone Pilot	\$ 50.25	\$ 72.47	\$ 12.27	\$ 135.00

DIRECT AND OUTSIDE EXPENSES

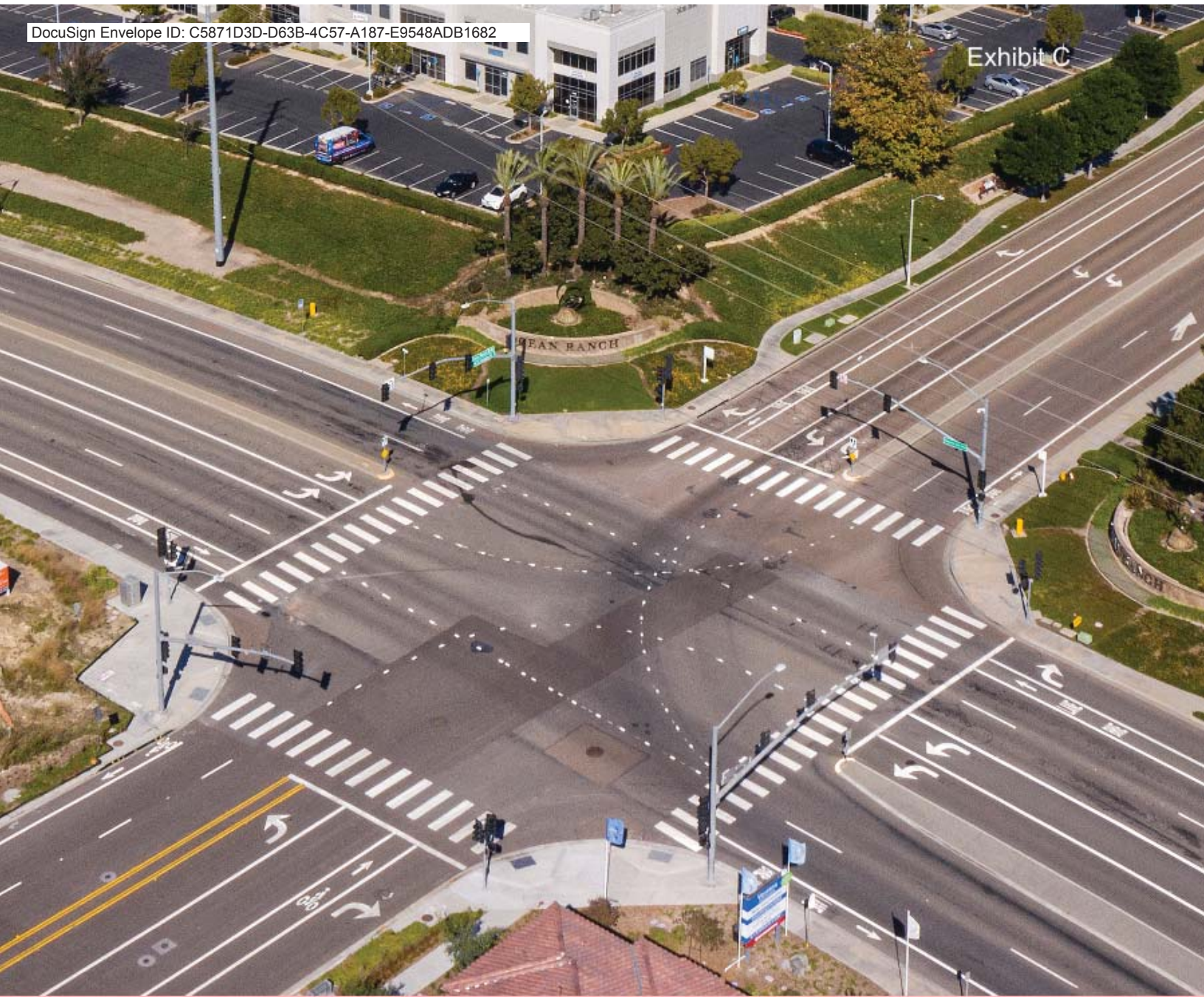
DESCRIPTION	Rate	
Contact Prints	\$ 8.00	EACH
Diapositives	\$ 15.00	EACH
Scanning	\$ 40.00	EACH
Mylar Plots	\$ 38.00	EACH
Paper Plots (Blueines)	\$ 7.00	EACH
Aircraft-Camera	\$ 690.00	HOURLY
ATV	\$ 125.00	PER DAY
UAV (Drone)	\$ 100.00	PER DAY
Personal Vehicle Mileage	\$ 0.58	MILE
Lodging	Varies	DAILY
Meals	Varies	DAILY

GSA Rate 2019
AZ 2021 Rates vary per location
AZ 2021 Rates vary per location

signature

title

date



Statement of Qualifications for
Surveying Services

ON-CALL SURVEYING 2021

City of Alameda
05.27.2021



KIER+WRIGHT



KIER+WRIGHT

May 27, 2021

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

RE: On-Call Land Surveyor Services RFQ

Dear Robert,

Thank you for the opportunity to allow Kier + Wright to submit our qualifications for the City of Alameda's on-call surveying contract.

For the last five years, K+W has proudly served as the On-Call Land Surveyor for the City of Alameda. We value our partnership with the City and have enjoyed operating as an extension of your City staff. As a firm with employees who live within Alameda, we take great pride in our ability to provide successful survey tasks to what we consider to be a **home city**.

K+W recognizes the significant development opportunities Alameda has due to its vicinity, shoreline access, and history in the Bay Area. **Land surveying is a critical component of any public development and is instrumental in reducing costs, avoiding conflicts, and supporting construction.** K+W's survey staff is intimately aware of this and is knowledgeable of Alameda's infrastructure, City standards, and expectations for both excellent and accurate survey data.

In light of this, we have selected **our most experienced and qualified team** for this effort. With decades of experience, they are trusted by municipalities and developers throughout the state to provide quicker and better results. I am confident this team will continue providing rapid, quality surveying, mapping, and staking services for any City task order.

We are excited to continue our partnership with the City of Alameda and our integral role in supporting its development as one of the Bay Area's prominent cities. Please feel free to reach out to me directly should you need anything else.

Joe Thompson, PLS
Vice President

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SECTION A

Description of Organization



A. DESCRIPTION OF ORGANIZATION

FIRM PROFILE

Kier + Wright has been committed to providing public and private sector clients with **quality, cost-effective** civil engineering and **land surveying services since 1972**. K+W is a California corporation with offices in *Livermore, Santa Clara, Sacramento, Irvine, Camarillo, Manteca, and Gilroy*, with 195 employees, including 22 registered civil engineers and 15 licensed land surveyors. Additional staff includes approximately 75 civil engineering and land surveying technical personnel and, depending on staking demands throughout the year, 30-42 field survey personnel.

Services offered include roadway infrastructure design, utility engineering, and civil engineering plans for land development projects. Our team has extensive experience providing:

- Topographic, ADA and boundary surveys.
- ALTA property surveys.
- "Due Diligence" site investigations and Feasibility Studies.
- Street and highway design.
- Civil engineering for virtually all types of land development projects, including corporate campuses, industrial parks, renewable power plants, retail centers, apartment complexes, airports, schools, medical facilities, parks and car dealerships.
- Construction staking.

K+W's growth and success is largely due to referrals, **repeat business**, and the firm's underlying philosophy that demands the **highest quality professional service**, responsibility to client needs and timeliness.

Our survey crews have the training, experience and the gear needed to **accurately, efficiently and safely** perform all types of field surveying. Each crew is equipped with a fully stocked truck, digital levels, rods, layout staffs and a Trimble S-series Robotic Total Station with a Trimble TSC3 Data Collector running current Trimble Access software. Each uses Trimble R-10 and R-12 GNSS receivers and Trimble Business Center Software to adjust traverses by conventional and GPS methods. Crews use Trimble TX Series 3D scanning equipment to collect point cloud data. Technicians are available to efficiently process the data to build accurate 3D representations of as-built site features.

Kier + Wright

Excellence in Engineering
Since 1972

SAN FRANCISCO BAY AREA

Livermore
Santa Clara
Gilroy

SOUTHERN CALIFORNIA

Irvine
Camarillo

CENTRAL VALLEY

Sacramento
Manteca

**50 years of
delivering
quicker + better
results.**



Kier + Wright

Excellence in Engineering
Since 1972

STAFF

195

PRIMARY OFFICE LOCATION

2850 Collier Canyon Rd.
Livermore, CA 94551

TEAM INTRODUCTION

To support this contract, K+W has assembled a team of professionals with deep expertise and a proven track record of ingenuity, collaborating effectively and rapidly responding to client needs. They all have prior experience managing on-call task orders.

CONTRACT MANAGEMENT, QA/QC

Joe Thompson, the principal responsible for overseeing all land surveying and mapping services provided from K+W's Livermore office location, will be our contract manager. He will support task orders on a supervisory level, will provide internal QA/QC review during topographic survey and mapping task orders, and will be responsible for ensuring that our survey managers have the resources needed to continue providing the City of Alameda with consistent, efficient, cost-effective service.

GENERAL SURVEYING + MAPPING

Topographic survey, boundary surveying, drone photogrammetry and mapping task orders will be managed by either *Rod Stewart II* or *Dean Jurado*. These two highly experienced Senior Land Surveyors will work in tandem as project managers and direct points of contact for the City.

CONSTRUCTION STAKING

Gerry Hammond, our Construction Staking Manager responsible for managing our Livermore-based field survey and construction staking operation, will be responsible for managing any construction survey task orders issues under this contract.

SUBCONSULTANTS

COOPER AERIAL - PHOTOGRAMMETRY

For any task orders where our in-house drone aerial photogrammetry are prohibited from mobilizing, K+W will utilize Cooper Aerial Surveys. Our Project Managers will directly coordinate with Cooper to schedule flights as needed.

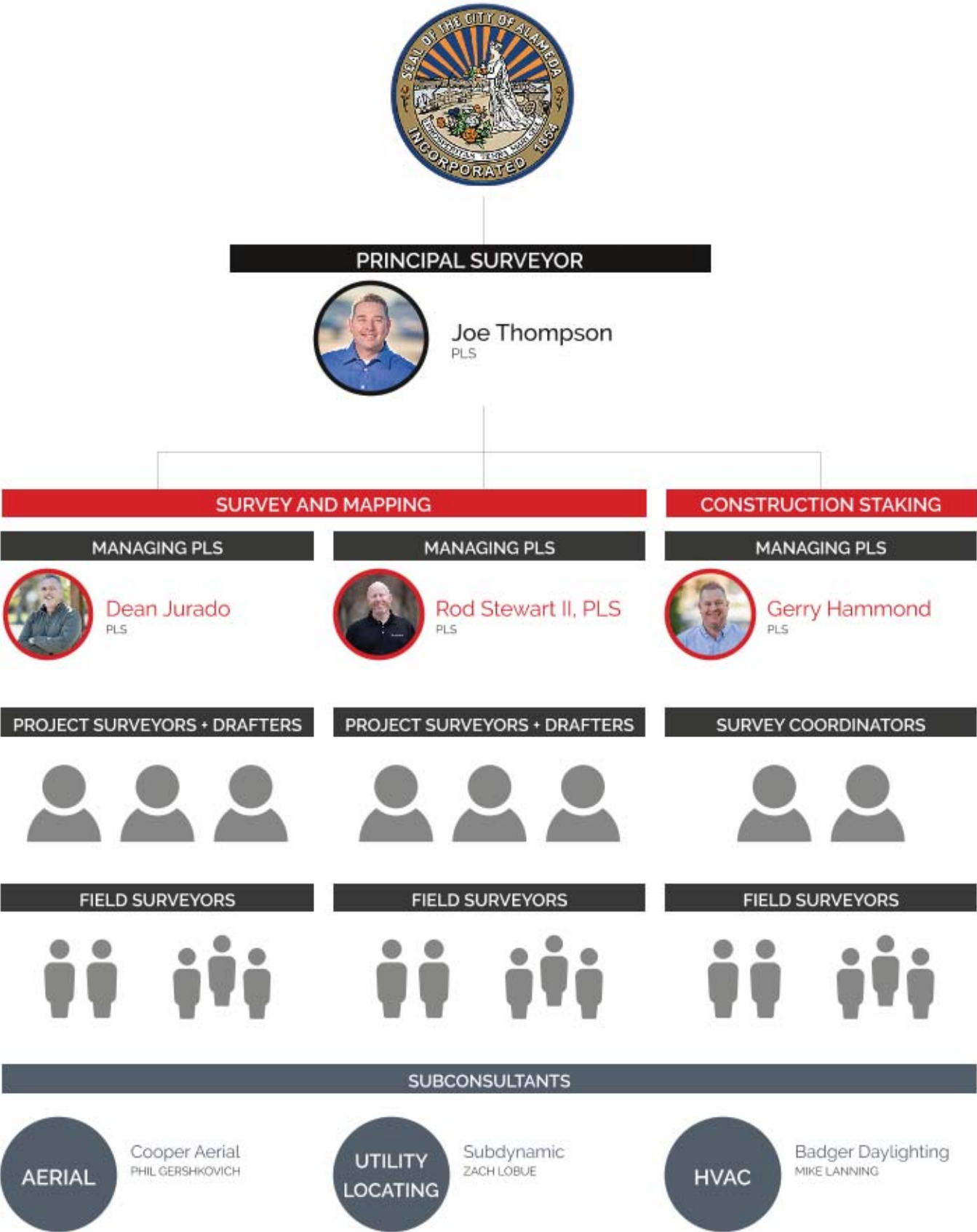
BADGER DAYLIGHTING - HVAC POTHOLING

K+W will utilize Badger Daylighting for any task orders that require HVAC potholing. Our Project Managers will directly coordinate with Badger to mobilize as needed.

SUBDYNAMIC - UNDERGROUND UTILITY LOCATING

Subdynamic will provide underground utility locating services as needed. In our previous on-call surveying contracts with the City of Alameda, we have not yet needed to mobilize Subdynamic, but have them ready for any task orders that require underground utility locating.

Exhibit C
ORGANIZATIONAL CHART



**Licenses + Registrations**

PLS, California, 8121

Years Experience

23

JOE THOMPSON, PLS

Principal Surveyor/Principal-in-Charge

Joe has over 23 years of surveying experience for land development projects. He regularly oversees on-call and public surveying task orders of every kind. Joe is known for rapidly responding to our on-call contract clients and understanding K+W's role as an extension of City staff. Under his leadership, K+W's on-call contract client list has grown at a rapid rate, which is a testament to his superior management.

Under this contract, he will serve as QA/QC for all task orders as well as manage the overall contract. He will work closely with Dean Jurado and Rod Stewart II and will also serve as another point of contact to the City, in addition to Dean and Rod.

PROJECT EXPERIENCE

Alameda County Public Works On-Call Surveying - Various Tasks, Alameda County, CA

Alameda County Public Works
Agency

City of Pleasanton On-Call Surveying - Various Tasks, Pleasanton, CA

City of Pleasanton

City of Dublin On-Call Surveying - Various Tasks, Dublin, CA

City of Dublin

Zone 7 Water Agency On-Call Surveying - Various Tasks, Alameda County, CA

Alameda County Zone 7
Water Agency

4th + 5th Ave. Improvements, Livermore, CA

Lawrence Livermore Natl. Lab.

ACWD Various On-Call Surveying Tasks, Alameda County, CA

ACWD

Arroyo Mocho Survey, Pleasanton, CA

Zone 7 Water Agency

Veteran's Way Street Improvements, Livermore, CA

City of Livermore

Railroad Ave. + S. Livermore Ave. Street Improvements, Livermore, CA

City of Livermore

I Street Garage, Livermore, CA

City of Livermore

IPC Public Infrastructure Improvements, Tracy, CA

Prologis

Oaks Business Park Regional Public Improvements, Livermore, CA

City of Livermore

DEAN JURADO, PLS**Senior Land Surveyor/Project Manager**

Dean Jurado has 30 years of land surveying experience. Dean is extremely well-versed in all types of public or on-call surveying tasks within the San Francisco Bay Area. As an example of his experience, he is currently an acting town surveyor for the Town of Los Gatos and an acting city surveyor for Milpitas, Dublin, Burlingame, and Walnut Creek. All of these public agencies enjoy his management and expertise and have renewed contracts with K+W due in large part to Dean's ability to consistently deliver successful task orders.

Dean will be responsible for managing any map review task orders issued to K+W. He will also be available to manage all other survey task orders issued under this contract.

**Licenses + Registrations**

PLS #9032, California

Years Experience

30

PROJECT EXPERIENCE**Town of Los Gatos On-Call Map-Checking, Los Gatos, CA**

Town of Los Gatos

City of Milpitas On-Call Map-Checking, Milpitas, CA

City of Milpitas

City of Dublin On-Call Map-Checking, Dublin, CA

City of Dublin

Alameda Creek + Arroyo de la Agua at Hwy. 84 Right-of-Way Survey, Sunol, CA

Alameda County Zone 7

Water Agency

Larkey Park + Rudgear Park Bocce Court Topographic Survey, Walnut Creek, CA

City of Walnut Creek

Zone 7 Line Repairs: J-1 and F; J and J-6, Dublin, CA

Alameda County Zone 7

Water Agency

D Street 3D Scanning, Hayward, CA

Alameda County Public Works

Newark Civic Center, Newark, CA

City of Newark

City of Burlingame On-Call Map-Checking, Burlingame, CA

City of Burlingame

Downtown Specific Plan Improvements, Livermore, CA

City of Livermore

3D Scanning for Moffett Tower Bldg 4+5, Sunnyvale, CA

Facebook

Earthquakes Stadium, San Jose, CA

San Jose Earthquakes

**Licenses + Registrations**

PLS, California, 9225

Years Experience

23

ROD STEWART II, PLS**Senior Land Surveyor**

Rod has over 23 years of land surveying experienced, including several years in the field. He has been a cornerstone of K+W's on-call surveying experts for over a decade and has managed on-call survey task orders completed for a variety of California public agencies, including the Alameda County Zone 7 Water Agency, the Alameda County Public Works Agency, and the cities of San Leandro, Alameda, Walnut Creek, Dublin and Pleasanton.

He will serve as a project manager alongside Dean on all survey task orders.

PROJECT EXPERIENCE**Zone 7 Subsidence Level Runs, Pleasanton, CA**

Alameda County Zone 7
Water Agency

Santa Clara Civic Center Improvements, Santa Clara, CA

City of Santa Clara

Newark Civic Center, Newark, CA

City of Newark

Fremont Civic Center Ph. I, Fremont, CA

City of Fremont

Alameda Creek Channel Survey, Fremont, CA

Alameda County Public Works

Brandenburg ROS, San José, CA

Peninsula Open Space Trust

Howard Drive Topographic Survey, San Francisco, CA

City of San Francisco

Owens/Hopyard Road Widening, Pleasanton, CA

City of Pleasanton

Stanley Blvd. and Bernal Ave. Pedestrian Improvements, San José, CA

City of Pleasanton

Sidney Ave, Kappa Ave + Rose Drive Rehabilitation Projects, San Leandro, CA

City of San Leandro

American River College Natomas Center Parking Expansion, Sacramento, CA

Los Rios

Community College District

CityView Plaza, San José, CA

Jay Paul Company

GERRY HAMMOND, PLS

Construction Staking Manager

Gerry Hammond's 22 years of varied land surveying experience in Northern and Central California. Since 2016, Gerry has been responsible for the management of K+W's Livermore field survey and construction staking operation. In this role, he oversees a department of over 20 staff, including field surveyors, survey coordinators, and construction survey administrative support personnel. He manages all construction staking estimating and scheduling activities handled out of Livermore.

He will be responsible for managing any construction staking task orders issued under this contract and will contribute field survey coordination support on a supervisory level during topographic survey task orders managed by Rod and Dean.



Licenses + Registrations

PLS #8166, California
PLS #021785, Nevada

Years Experience

22

PROJECT EXPERIENCE

Krusi Park Pre-Fabricated Bldg, Alameda

City of Alameda

Stanley Blvd./Bernal Ave. Pedestrian Improvements, Pleasanton, CA

City of Pleasanton

Sandia Livermore Parking Expansion, Livermore, CA

Sandia National Laboratories

Millbrae Recreation Center, Millbrae, CA

City of Millbrae

King Park Improvements, San Mateo, CA

City of San Mateo

Workday Headquarters, Pleasanton, CA

Workday

Legacy Livermore Mixed-Use, Livermore, CA

Legacy Partners

The Veranda, Concord, CA

CenterCal Properties

Newark Civic Center, Newark, CA

City of Newark

Sacramento Community Center Theater Renovation, Sacramento, CA

City of Sacramento

SECTION B

Scope of Services





B. SCOPE OF SERVICES

1. AERIAL MAPPING + PHOTOGRAMMETRY

Kier + Wright has a rigid approach to the aerial mapping process that insures that our surveys maintain the highest level of accuracy possible. We can utilize aerial triangulation methods as well as fully ground controlled model approaches. We have also incorporated drone flights and have dedicated **licensed drone flight operators** that excel in aerial mapping and photogrammetry using our **professional-grade Wingtra drones**. We also prefer to limit our model size so that flying height can be lowered to provide our mapping consultant with the ability to maximize vertical accuracy. Our project surveyor will work with the City staff to identify the survey usage and limits, develop a mission plan and have our survey crews execute the ground control field works and then we will utilize our

drones to capture aerial photogrammetry data or work with Cooper Aerial when the environment limits drone flights. Once the mapping is complete we will then conduct supplemental ground topographic surveying as needed. Once the field work is complete the drafting process will begin along with the follow up field and office checking procedures that we have in place as a part of our quality control process.

2. ALTA SURVEY

ALTA surveys will be prepared in conformance with the **2021 ALTA/NSPS Minimum Standard Detail Requirements and Accuracy Standards** for land title surveys along with any optional Table A items the City may require. We have a **fully developed in-house process** for ALTA surveys and routinely deliver 5-10 of these surveys per week to our clients.



3. AS-BUILT SURVEYS

Working with the City project manager or inspection staff we will perform field surveys to confirm the condition of as-built improvements. **Where applicable, we can utilize our 3D scanning capabilities to accurately capture existing conditions.** We typically meet on-site with the City staff to define their concerns and develop a work plan on how to insure that the **deliverables will meet their needs.**

4. BOUNDARY + RIGHT-OF-WAY SURVEYS

Our normal approach to boundary and right-of-way surveys start with the completion of detailed research for survey maps, deeds and other documentation that is germane to the project. This research begins with the City survey records, continues into the recorded documents and maps available from the public records and then the County of Alameda map and file room records are explored for relevant information. Past experience has taught us that when working in the City of Alameda there is a great deal of **historic information that the City should have available that needs to be carefully explored.** Once the research is complete, a boundary mosaic is prepared that will allow the project surveyor to understand how the boundary or right-of-way latches together and also serves as the roadmap for both the field survey as well as the boundary resolution. Using the mosaic and preliminary calculations the field survey effort can be focused and effective **in providing the needed information both quickly and economically.** Once the field survey work is complete then the field monument and improvement positions are compared against the record information and a fully resolved boundary survey is completed.

5. CONSTRUCTION STAKING

For the construction staking projects that the City may require our assistance on, the inspectors and/or contractors will work with our construction survey department manager, Gerry Hammond, who will assist them in setting up a program that **provides the level of service that each project requires.** Typically, on these types of projects the City's field inspector will contact the survey crew dispatcher directly with a

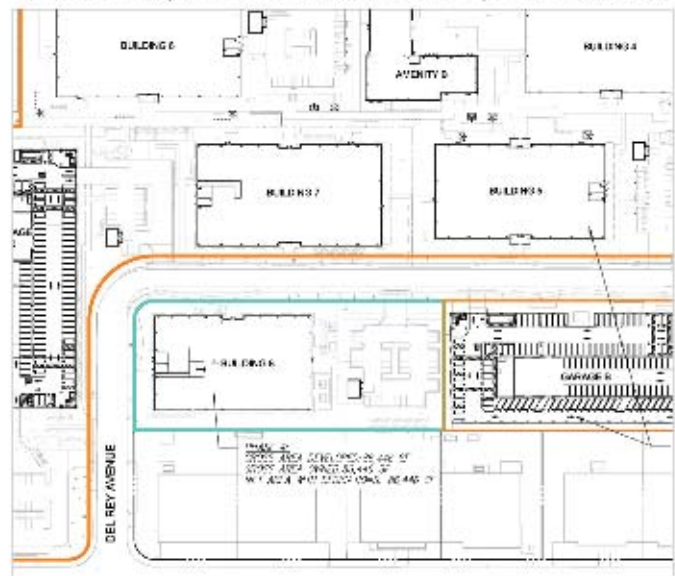
staking request; the dispatcher will be available to them as needed to make sure all their needs are satisfied. The dispatcher also works directly with several staff members in the construction staking department who are dedicated to providing construction support and calculations. These staff members will conduct whatever level of preparation and plan review that may be required to support the field survey crews. They will also work with the project design team to identify any questions or concerns that may exist in the plans prior to the crews being mobilized to the field. The fact that we have over **ten field survey crews working in the bay area everyday** provides us with a great deal of flexibility on meeting the scheduling needs of your inspection staff or to handle any emergency staking needs that might arise.

6. FINAL MAP REVIEW

K+W will review Subdivision Maps for conformance with the Subdivision Map Act and the City of Alameda requirements. We will review the map for technical correctness, and **will sign the map as the Acting City Surveyor.** Working with the City staff we will develop a procedure to **handle the submittals quickly and efficiently.** This can be done either by a fully electronic transmission process or with printed copies.

7. FINAL MAPPING

K+W can prepare subdivision maps for the City, in **conformance with the Subdivision Map Act and City requirements.** The maps will be based on approved Tentative Maps, and will follow a work plan that will be



8. FLOOD CERTIFICATIONS

Kier & Wright will prepare FEMA elevation certificate following the guidelines established by FEMA. This work will be completed using the information contained on the **current FEMA Flood Insurance Rate Maps** and incorporating any modifications made by **LOMR** or **flood insurance studies** that may affect the subject property. The certificates will be based on field surveys.

9. GPS SURVEYS

We consider the utilization of GPS equipment in the surveying process as a tool designed to make our survey crews more efficient. We currently have **8 pairs of Trimble GPS receivers** with base stations along with several remote base station systems available. We utilize Trimble Business Center for reduction and checking of data and we have the capability to handle any GPS surveying task that our clients may need. We are also **conscious of vertical accuracy requirements** so often times we supplement the elevations from the GPS data by running digital level loops over the ground control points.

10. LAFCO MAPPING + DESCRIPTIONS

K+W will prepare the mapping and legal Descriptions as required by LAFCO for annexation of existing parcels

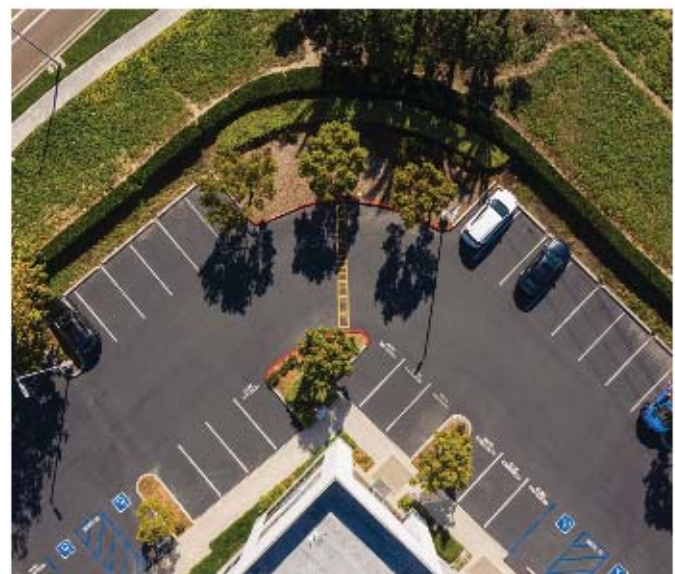
into the City of Alameda. Maps and descriptions will be based on record information when appropriate or a field survey when necessary. We are familiar with this process and have handled both **annexations and de-annexations for our on-call clients**.

11. LEVELING SURVEYS

All leveling surveys will be completed by utilizing a Trimble digital level and closed differential level loops. We have 6 of these levels, several of which **conform to NGS specifications for Blue Book benchmark leveling**. The data is checked and reduced using the Trimble Business Center programs to insure quality control. For one of our on-call clients we have developed a **6 mile system of repeatable rigid high accuracy level runs** for subsidence monitoring purposes. Our crews are familiar with using both a double rodged and return loop procedures.

12. LOT LINE ADJUSTMENTS/LOT MERGERS

We routinely use the **Lot Line Adjustment process** on both our on-call and on our development projects as this vehicle allows our clients the most flexibility when reconfiguring parcels. We are finding that more and more municipalities prefer to use the **Parcel Map Waiver process** to adjust or merge parcel lines and we also use this process routinely. **We are comfortable**



using either method.

13. POTHOLE OF EXISTING UTILITIES

During the course of the design project potential utility conflict areas will be identified and a plan of action for the potholing of the existing utility lines will be prepared. We can work with client to engage the services of a pre-approved contractor or with Badger Daylighting to uncover these utility lines and then work with the contractor to gather field data to document the as-built locations and elevations of these facilities.

14. PREPARATION OF LEGAL DESCRIPTIONS

Using either record data or field survey information K+W can prepare plats and legal descriptions for the City. We **work with our client to develop a work plan** that identifies both the record boundary of the overall subject property and the limits of the area or features to be described. We are also sensitive to the individual technical requirements that outside agencies such as Alameda Power or East Bay Municipal Utility District require and we work hard to insure conformance.

15. PROCESSING WITH COUNTY RECORDER'S OFFICE

K+W is very familiar with the procedures and staff at the Alameda County Clerk and Recorder's Office, and can process any document to recordation. We will also **work closely with the Title Company** that the City uses to streamline this process whenever possible.

16. PROVISION OF TITLE REPORTS

We would work with the City to obtain any title reports or other Title Company services that may be needed to complete the needed tasks. Typically our clients have a Title Company under contract to provide Title Services however if one is not available then we have **established relationships with the major Bay Area title company staff** that would allow us to assist the City efficiently.

17. RECORD OF SURVEY MAPPING/ CORNER RECORDS

If the City has a project that requires a resolved boundary survey then the appropriate follow up documentation would be the filing of a Record of Survey. We approach every boundary survey with an **eye to this requirement and identify early in the process an approach and budget for the City Project Manager**. We take this process seriously and have a good track record in processing Records of Survey through the County of Alameda Surveyors office. The requirement for a Record of Survey to be filed could be triggered by the Boundary Survey process, a need to document monumentation lost by a roadway improvement project or the need to document a material discrepancy found during the course of a survey prepared for the City.

Corner Records are a very useful tool used to perpetuate the locations of existing monumentation that may be lost during the construction process and document the character of any replacement monumentation set. This is a common process that we routinely follow for our on-call clients. The record of survey or corner record will be prepared by one of our licensed surveyors and will be prepared in conformance with the provisions contained in the California Land Surveyors' Act.



18. RESEARCH OF EXISTING UTILITIES OR BASE MAPS

We have a **full time utility researcher on staff** that has the experience and relationships to conduct very efficient and complete utility research. We also have subscriptions to the research assistance services provided by both USA North and USA South that can be used to identify any utility providers that may have facilities in the area in question. Our researcher has a **full database of utility contacts and form letters** set up that allows them to process utility research requests quickly and they also maintain our tracking system to ensure that we can track the incoming responses.

Our researcher would reach out to the City staff at the beginning of this contract to identify the specific utility resources and data base information that is available from the City records and then incorporate these into the process. Upon completion of the research process the utility maps are transmitted to our drafting and survey department for incorporation in the topographic mapping or design survey process.

19. RIGHT-OF-WAY/APPRaisal MAPPING

Our approach to right-of-way surveys start with the completion of detailed research for survey maps, improvement plans, existing right of way mapping, field notes, deeds and other documentation that is germane to the project. If the project is to be completed under the purview of **Caltrans** then this research begins with **filing an online records request with District headquarters**. We are familiar with the process and have prepared these items for both Cities and the local transportation agencies. For our other municipal and private clients we have recently prepared formal boundary hardcopies, right of way record maps, right of way monument maps, appraisal mapping, section 83 plats and the filing of Right of Way Records of Surveys all under Caltrans specifications and following their checking process.

20. TOPOGRAPHIC DESIGN SURVEYS

On each project, a mission plan will be generated by the project surveyor working closely with the City project manager to identify the **specific needs of the design team**. A comprehensive markup will be prepared for use by the field crews and support staff in understanding the level of detail requested and to identify the critical components of the survey. Our staff is **experienced in the preparation of both small cross section or hand topographic surveys and large scale surveys** that utilize a combination of aerial mapping and supplemental field hand survey information. Early in the process our utility researcher would be engaged to conduct full record utility research and one of our Land Surveyors would be included to develop the needed right of way, property or easement lines.

Our project surveyors, field survey crews and our drafting department conduct design level topographic surveys on a daily basis. These surveys range in size from a **50 shot as-built survey** to **4 miles of freeway with over 30,000 features** located on top of full range aerial mapping. Every member of our field staff is fully trained on the use of a Trimble robotic Total Station and we have spare instruments in house so that we can run two instruments on a crew when appropriate. It is not unusual for our crews to gather **1800-2500 topo shots per man per day**. Our staff has this process fully vetted and prides themselves in the preparation of the highest quality, highest production topographic surveys possible.

SECTION C

Organization Quals



C. ORGANIZATION QUALIFICATIONS

LOCAL EXPERIENCE, LOCAL KNOWLEDGE

As a Bay Area firm headquartered in Livermore, our firm has a long history of experience supporting land development projects in and near Alameda. Our team has provided the City on-call surveying services since 2016 and as such are intimately familiar with the City's needs and goals.

RESPONDING TO EMERGENCY SITUATIONS

Our crews **dispatch locally** from our Livermore facilities and are **well-equipped to respond to priority, urgent and emergency situations**. When an urgent survey request is received, we will respond immediately, typically mobilizing crews within 48 hours.

ON-CALL/AS-NEEDED EXPERIENCE

In addition to our experience serving the City of Alameda on an on-call basis, K+W has a long history of providing public agencies with on-call surveying service. Our team leadership includes surveyors who routinely manage surveying work completed under on-call or as-needed contracts.

Our current, active on-call clients include:

- City of Alameda
- Alameda County Public Works Agency
- Alameda County Zone 7 Water Agency
- City of Burlingame
- City of Walnut Creek
- San Francisco Public Works
- Town of Los Gatos
- City of Milpitas
- City of Pleasanton
- City of Newark



"... our best on-call surveyors to date. The other firms are not responsive like K+W."

JEFF TANG
ZONE 7 WATER AGENCY



SECTION D

Relevant Work + References

D | RELEVANT WORK





DUBLIN ACTING CITY SURVEYOR SERVICES

Contact

Laurie Sugang
925-829-9248

Served

2014 - Present

Services Provided

City Surveyor Services
Map Review/Certification
Plat and Legal Review
Boundary/Right of Way Survey
Topographic Survey



DUBLIN
CALIFORNIA

The City of Dublin has issued more than 70 task orders to K+W under a currently **active on-call surveying contract**. The agreement became effective in July of 2014 and has been extended through June of 2021. Task orders issued have included surveying for due diligence studies, plat and legal review, parcel and tract map review, certificate of compliance review, annexation map review, and preparation of plats and legal descriptions.

Dean Jurado is currently an **acting city surveyor** for the City of Dublin.

LOS GATOS ACTING CITY SURVEYOR SERVICES

Contact

Mike Weisz
408-354-5236

Served

2015 - Present

Services Provided

City Surveyor Services
Map Review/Certification
Certificate of Compliance Review
Plat and Legal Review



Since 2015, K+W has provided the Town of Los Gatos with survey consulting and map review services. To date, K+W has completed more than 50 on-call tasks for Los Gatos, which have included **map review**, certificate of compliance review, plat and legal review, and general consulting work.

Our team supports Los Gatos' budgeting and scheduling preferences by providing clear front-end scoping before a task order is authorized. When requesting work, Los Gatos provides K+W with title reports, grant deeds, copies of maps or other pertinent documents to use to assess the hours and timetable required to conduct the review. K+W reviews the documents and information and replies with a proposed budget and timetable for Los Gatos to review before authorizing our team to proceed with the task.

Dean Jurado is currently an **acting town surveyor** for the Town of Los Gatos.



ALAMEDA COUNTY PUBLIC WORKS ON-CALL

Contact

D. Ian Wilson
510-670-5495

Served

2001 - Present

Services Provided

Map Review/Certification
Staff Augmentation
Topographic Survey
Construction Survey
3D Scanning

K+W has provided the Alameda County Public Works Agency with on-call land surveying services since 2001. Under the current master services agreement, which is effective April 2016 through December 2021, K+W's team has completed over 200 task orders, which have included topographic surveying, mapping, bathymetric survey, construction staking, map review, boundary surveying, 3D scanning and staff augmentation.

Over the last decade, Rod Stewart has been the **primary managing PLS** for the Alameda County Public Works On-Call contract.



MILPITAS ACTING CITY SURVEYOR SERVICES

Contact

Kan Xu
408-586-3253

Served

2016 - Present

Services Provided

City Surveyor Services
Map Review/Certification
Plat and Legal Review
ALTA Survey

Since 2016, K+W has provided the City of Milpitas with city surveyor services. To date, K+W has completed more than **40 on-call tasks for Milpitas**, most of which have been map review/certification projects. Milpitas, like many other municipalities, varies in the frequency and volume of map review work needed. K+W has had as many as ten City of Milpitas map review projects running concurrently. Our team consistently delivers review and certification within the timeline specified by the city.

Other miscellaneous survey support provided to the City of Milpitas under this master service agreement include an ALTA survey of two adjacent properties and certificate of correction review.

Dean Jurado is currently an **acting city surveyor** for the City of Milpitas.

ALAMEDA AQUATICS CENTER

Contact

Jeanette Navarro
510-747-7932

Completed
2020

Relevance

Municipal On-Call Task Order
Aerial-Based Topographic Survey

Exhibit C



To support the City of Alameda's Emma Hood Swim Center redevelopment project, Kier + Wright prepared an **aerial-based topographic survey** based on horizontal and vertical control tied to city monuments and vertical datum benchmarks. The survey showed features visible from the ground and from an aerial view, including 1-foot contours, spot elevations, tree driplines and shrub massings.

The project was a task order issued under the active term of an **on-call land surveying agreement** with the City of Alameda.

ZONE 7 LINE J-1 AND F; LINE J AND J-6 REPAIRS

Contact

Jeff Tang
925-454-5075

Completed
2020

Relevance

On-Call Task Order
Drone Photogrammetry



K+W provided the Alameda County Zone 7 Water Agency with surveying for the repair of Lines J and J6 and J-1 and F. K+W deliverables included an aerial orthophoto that shows elevations and contours captured via **drone photogrammetry** and limited supplemental field survey. K+W responded to this on-call task order within 48 hours, quickly delivering accurate survey information for the repair project. Our **drone quickly captured approximately 7,200 linear feet of a 200-foot-wide corridor along the channel**, flying over residential properties, commercial developments and freeway traffic.

Drone survey, when conducted by an experienced operator and supplemented where necessary by quality field survey, is an excellent means of surveying properties situated between complex environments and a great way to quickly and accurately cover large areas. We have provided Zone 7 with photogrammetry conducted from our in-house drones during task orders conducted under an active on-call agreement. K+W has provided Zone 7 with on-call surveying services **since 1997**. Other task orders completed include boundary survey, right-of-way survey, topographic survey, photogrammetry, drone surveys and monitoring surveys.

SECTION E

Willingness to Comply



E. WILLINGNESS TO COMPLY WITH TERMS

TERM EXCEPTIONS

K+W has reviewed the sample master services agreement and takes no exceptions to the terms.







KIER + WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
925.245.8788
www.kierwright.com

KIER&WR-01

YUENG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2021

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Gigi Yuen PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Gigi.Yuen@ioausa.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Kier & Wright Civil Engineers and Surveyors, Inc. 2850 Collier Canyon Road Livermore, CA 94551	NAIC # 13056	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0005454	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0002039	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0002395	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0003254	6/1/2021	6/1/2022	<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 Liab.			RDP0043642	6/1/2021	6/1/2022	Per Claim 1,000,000
A	Professional Liab.			RDP0043642	6/1/2021	6/1/2022	Aggregate 2,000,000

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

RE: On-Call Land Surveyor Consulting Services

All operations of the Named Insured, including the aforementioned project.

General Liability: Please see Additional Insured Endorsement attached; such coverage is Primary & Non-Contributory with Waiver of Subrogation included, as required by written contract.

Auto Liability: Please see Additional Insured Endorsement attached, with Waiver of Subrogation included, as required per written contract.

Workers' Compensation: Waiver of Subrogation is included as per attached Waiver of Subrogation Endorsement, as required per written contract.

GENERAL LIABILITY & AUTO LIABILITY ADDITIONAL INSURED INCLUDES THE FOLLOWING PERSON(S) OR ORGANIZATION(S):

City of Alameda, its City Council, boards, commissions, officials, employees, and authorized volunteers

LC

6/22/2021

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501

AUTHORIZED REPRESENTATIVE

Policy Number: PSB0005454

RLI Insurance Company

Named Insured: Kier & Wright Civil Engineers & Surveyors, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

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

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

B. Employees As Insureds

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

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

C. Blanket Additional Insured

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

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

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

D. Blanket Waiver Of Subrogation

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

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

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

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

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

2. Changes In General Conditions:

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

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

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

F. Fellow Employee Coverage

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

G. Auto Loan Lease Gap Coverage

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

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

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06****(Ed. 4-84)****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

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

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

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

Schedule**Person or Organization**

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

Job Description

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

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

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

Endorsement Effective

Policy No. PSW0003254

Endorsement No.

Insurance Company

Insured

RLI Insurance Company

Kier & Wright Civil Engineers &
Surveyors, Inc.

Countersigned By _____