

## **MASTER SERVICE AGREEMENT FOR ON-CALL LAND SURVEYOR CONSULTANT SERVICES**

This Master Service Agreement (“**Agreement**”) is entered into this 20<sup>th</sup> day of July, 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and **SANDIS CIVIL ENGINEERS SURVEYORS AND PLANNERS**, a California corporation whose address is **636 9<sup>TH</sup> STREET, OAKLAND, CALIFORNIA 94607** (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 22<sup>nd</sup> day of July 2021, and shall terminate on the 30<sup>th</sup> 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 7<sup>th</sup> 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.



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](mailto:rvance@alamedaca.gov)

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

Sandis Civil Engineers Surveyors Planners  
Department: Surveying  
636 9<sup>th</sup> Street  
Oakland, CA 94607  
ATTENTION: Kelly Johnson, Senior Project Manager  
Ph: (509) 808-1971 / Email: [kjohnson@sandis.net](mailto:kjohnson@sandis.net)

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](mailto: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.

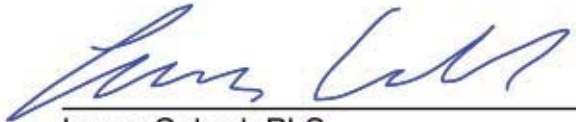
**29. CONTROLLING AGREEMENT:**

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.

SANDIS CIVIL ENGINEERS  
SURVEYORS AND PLANNERS  
a California corporation

CITY OF ALAMEDA  
a municipal corporation



Laura Cabral, PLS  
Vice President

Eric J. Levitt  
City Manager



Tony Brubaker  
Chief Financial Officer

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
21DC39E3C019480 ...  
Eric J. Levitt  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
2EF62894D28D48C ...

Brian Whitley of Best, Best & Krieger  
Special Counsel

## 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



### Sandis Standard Hourly Charge Rates

Enforced: January 1, 2021 through December 31, 2021

ENGINEERING SERVICES QSD & QSP SERVICES		HOURLY RATE
Project Specialist/ Clerical		\$90.00
CAD/ Engineering Technician	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Senior Engineering Technician		\$130.00
Project Surveyor/ Scanning Specialist	Level I	\$105.00
	Level II	\$125.00
	Level III	\$135.00
Design Engineering	Level I	\$120.00
	Level II	\$125.00
	Level III	\$130.00
Project Engineer/ Traffic Engineer	Level I	\$140.00
	Level II	\$155.00
	Level III	\$175.00
Senior Engineer		\$190.00
Engineering Project Manager	Level I	\$185.00
	Level II	\$215.00
Associate Principal/ Senior Project Manager/ Senior Traffic Engineer		\$235.00
Principal		\$350.00
Forensic Review/ Analysis/ Claim Support		\$250.00
SURVEYING SERVICES/ HIGH DEFINITION SCANNING/ 3-D MODELING SERVICES		HOURLY RATE
CAD/ Surveying/ Scanning Technician	Level I	\$105.00
	Level II	\$110.00
	Level III	\$125.00
Project Surveyor/ Scanning Specialist	Level I	\$135.00
	Level II	\$145.00
	Level III	\$175.00
Survey Project Manager	Level I	\$185.00
	Level II	\$215.00
Senior Field Survey Supervisor (PLS)		\$235.00
Utility Locating Services 1-Person Crew		\$175.00
Utility Locating Manager		\$150.00
Traffic Safety Flagger		\$115.00
Survey Crew	1-Person Crew	\$195.00
	2-Person Crew	\$305.00
	3-Person Crew w/ Apprentice	\$385.00

**REIMBURSABLE COSTS:** Printing, monuments, materials, outside services and consultants, courier/delivery services, express/overnight mail, travel/ per diem, agency fees advance, etc., at cost plus 10%

**OVERTIME:** All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

**ESCALATION:** Escalation for future years shall be at a minimum of 3.5% increase per year. Sandis at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.



OAKLAND  
CAMPBELL  
PLEASANTON  
MODESTO  
ROSEVILLE  
SPOKANE



# PROPOSAL

**MAY 27, 2021**

**City of Alameda**  
On-Call Land Surveying Services RFP

**Sandis Civil Engineers Surveyors and Planners**  
636 9th Street, Oakland, CA 94607



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A	Billing Rates (attached separately)





May 27, 2021

Robert Vance  
Senior Engineer  
City Hall West, Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA, 94501  
510.747.7972  
Email rvance@alamedaca.gov

**RE: Request for Proposals, On-Call Land Surveying Services for the City of Alameda**

---

Dear Mr. Vance,

We would like to submit our interest in the On-Call Land Surveyor services for the City of Alameda. We began as a small firm in 1965 with a single goal - provide the Bay Area with nothing short of excellent services. As a multi-disciplinary firm, specializing in civil engineering, land surveying, traffic engineering, 3D laser scanning, stormwater management, and planning, we are able to draw from a pool of experts when solving complex engineering problems

Sandis understands that the City of Alameda has unique needs as a heavily developed city with limited land space but significant development opportunities in the Point Alameda area, our work can vary from new construction projects to the reconstruction of existing buildings, streets, parks, sewer, storm drainage, and shoreline material testing services around the area.

**On-Call Survey Experience:** Sandis has provided similar on-call land surveying services for cities all across the Bay Area including Redwood City, the City of Santa Clara and an on-going on-call contract with the City of San Francisco. Our survey team is experienced in working in heavily congested urban areas and understand the importance of working within the boundaries of the land and city, and as Alameda's unique location requires the city and its partners to take a more particular and planned approach for all its development and construction projects. Sandis has a seasoned team of local surveyors with a history of relevant projects and experience in working with the scope and typical projects outlined in the City's RFP that will serve to make Sandis an excellent partner for the City's land surveying needs.

**Reliable Experts:** Our proposed Leadership Team includes Principal-in-Charge, Laura Cabral, PLS, as 32 years of experience managing multiple surveying and mapping on-calls throughout the Bay Area. Laura will be supported by a team of experts Senior Project Manager, Kelly Johnson, and Project Manager, Chris Cinteau, PLS, who will serve as the day-to-day contact for the contract. Both Chris and Kelly have decades of experience as professional land surveyors with specific experience working with public agencies on land development and capital improvements.

Sandis understands that the key to successful project management stems from open channels of communication, quick responses, and easy access to project sites. Sandis is uniquely positioned to provide the City with surveying on-call services with a strong local presence, commitment to public agency and capital improvements, and a diverse portfolio of similar and relevant experience. Our team is proactive in evaluating project schedules and staff resource needs. As such, we are effective at prioritizing work and deliverables to meet deadlines and maintain schedules. Sandis has carefully read through the City's RFP and understands the terms of the contract. Presented herein is our team and qualifications showcasing Sandis' surveying strength.

As Principal, I, Laura Cabral, PLS, am legally authorized to contractually bind Sandis. Please feel free to contact me at 408.564.3181 or lcabral@sandis.net should you have any questions, require additional information, or would like to schedule an interview

Thank you,

A handwritten signature in blue ink, appearing to read "Laura Cabral".

**Laura Cabral, PLS**  
Vice President, Principal-in-Charge  
408.564.3181 | lcabral@sandis.net



# City of Alameda, California

May 18, 2021

TO: PROSPECTIVE BIDDERS

## ON-CALL LAND SURVEYOR SERVICES ADDENDUM NO. 1

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

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

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

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

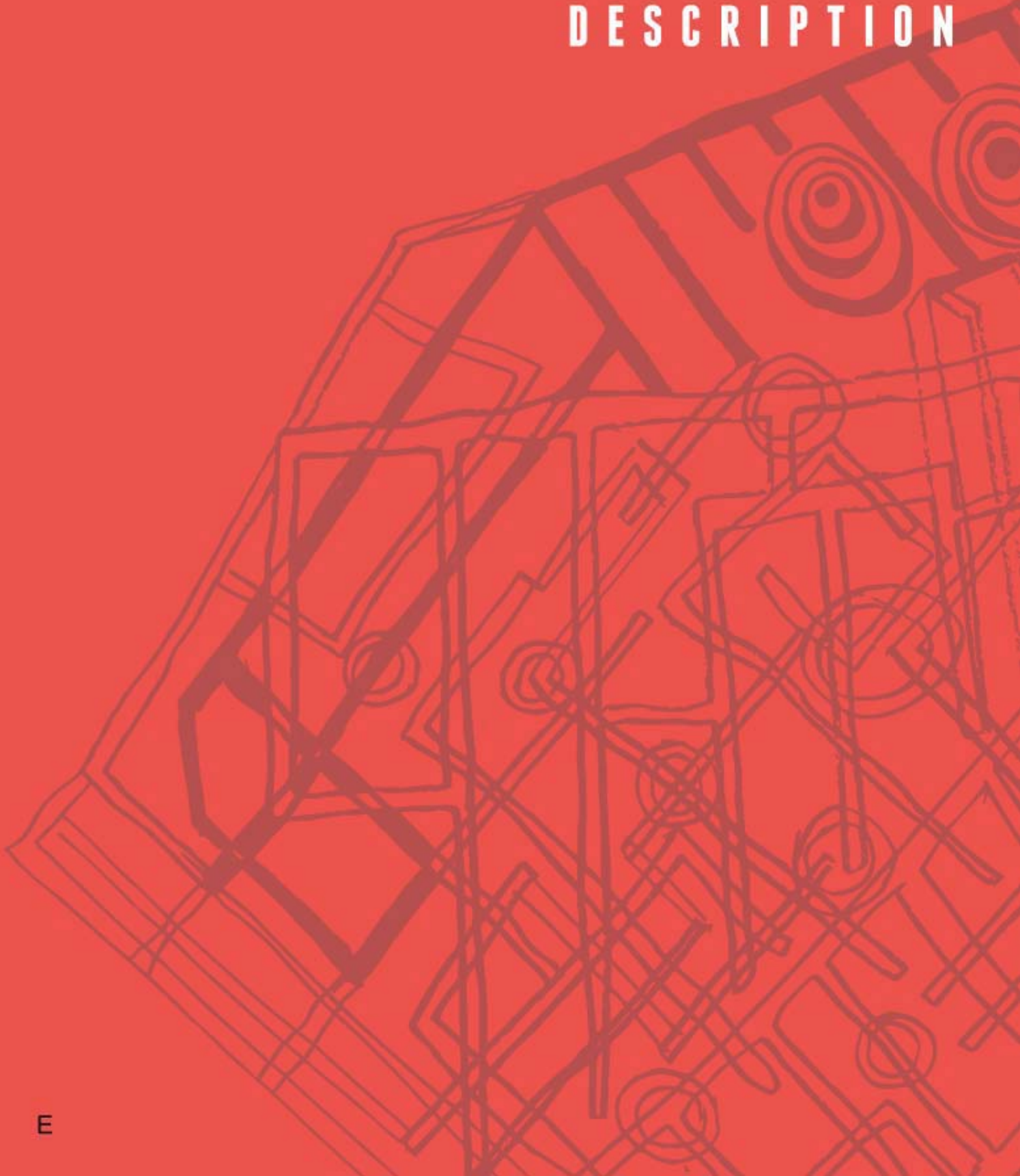
Receipt is hereby acknowledged of Addendum No. 1, ON-CALL LAND SURVEYOR SERVICES.

Sandis Civil Engineers Surveyors Planners Date: 5-20-2021  
 Company Name / Contractor

By: Laura Cabral, Vice President *Laura Cabral*

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

# ORGANIZATION DESCRIPTION



**Oakland Office**

636 9th Street  
Oakland, CA 94607  
510.873.8866

**Additional Offices**

Campbell, CA  
Pleasanton, CA  
Modesto, CA  
Roseville, CA  
Spokane, WA

**Contacts**

Laura Cabral, PLS  
Principal-in-Charge  
Vice President  
408.564.3181  
lcabral@sandis.net

Kelly Johnson, PLS  
Senior Project Manager  
509.808.1971  
kjohnson@sandis.net

**Firm Type**

California Corporation

**Year Established**

1965

**Number of Employees**

120

**Sandis' In-House Services**

Civil Engineering  
Utility Locating  
Traffic Engineering  
Surveying and Mapping  
3D Laser Scanning  
QSP/QSD  
Planning

**FIRM BACKGROUND**

Sandis is a professional services firm specializing in land surveying, civil engineering, utility locating, traffic engineering, stormwater management, QSP/D, 3D laser scanning, construction staking, and planning. Established in Northern California in 1965, Sandis is a California Corporation comprised of over 120 employees. Sandis employs the best and the brightest in our industry. We recruit well-rounded individuals committed to innovation, excellence, leadership, and environmental stewardship. Sandis' expertise is expansive. We service private and public clients in the academic, hospitality, healthcare, civic, justice, public works, corporate, and commercial sectors. Sandis' designs achieve economic, social, and ecological sustainability.

**EXPERTISE AND EXPERIENCE**

Sandis is recognized as a leader in the surveying and engineering industry. We are experts at what we do because we take the time to understand our clients' needs, goals, and visions. Coupled with our decades of land surveying experience, Sandis' people and solutions-oriented approach paved the foundation for success. Our in-house surveying and mapping services include: Boundary survey; topographic survey; ALTA/ACSM survey; construction staking; tentative map; parcel maps; record of survey; easements/plats/legal descriptions; subdivision mapping; control survey; condominium plans; FEMA certificates; as-built survey; GPS surveys; leveling; lot line adjustments; right-of-way engineering; elevation verification; horizontal and vertical control plans; and 3D laser scanning.

With 55 years of delivering successful projects, Sandis has developed a proven approach to managing on-call surveying contracts that maintain reliable and high-quality land surveyor deliverables. Sandis takes a systematic approach to all projects beginning by organizing a team of experts who understand and are familiar with land development and capital improvement projects. The Sandis land surveying team understand that coordination and open communication with the City of Alameda and stakeholders are critical factors in the successful delivery of all task orders.

**PROFESSIONAL SURVEYING APPROACH**

Several key elements are essential to a project’s success. First, is to develop a comprehensive workplan for the project. Our approach to a surveying effort consists of an initial kick-off with the client and team members to discuss the project plan and schedule. We will begin research of utilities and property information to get a background of expectations for our field surveying and prepare a plan for our survey crew to mobilize and schedule our aerial flight.

Our survey crew will then perform the ground survey effort while our office surveyors are performing boundary and easement research, calculations and quality control for the base map. Once surveying is complete, we will compile the survey data for a complete existing conditions drawing and provide you with a clean and comprehensive base drawing as a canvas for your team to build on.

Effectively communicating and managing the flow of information to and from project participants will allow for seamless cohesion. We will meet to discuss the deliverable and our discoveries and answer any questions the stakeholders may have.

At the same time, we will develop a smooth and efficient project management system that utilizes cloud-based document controls, project workplans, and scheduling systems providing our team with up-to-date information at a moment’s notice.

The key elements of our approach are the following:

- Management Work Plan
- Succinct Team Coordination/Collaboration
- Project Kick-off meeting
- Thoughtful planning and scheduling of site visits
- Frequent Progress Reporting
- Cloud-based File Sharing and Document Control
- Coordination of Responses to Review Comments at each step of the project
- QA/QC Plan



## COMMUNICATION

Our approach to problem solving starts with effective communication centered around maintaining a collaborative partnership with the team. At the beginning of the project, Sandis will review all received project documents to confirm they are adequate to proceed with field surveying. If any discrepancies and/or lacking information is found, we will notify City staff immediately and present the proposed solution to resolve the issue.

Sandis will work closely with the City to ensure that open and effective lines of communication are maintained with staff at all times. With our frequent progress reporting, we will be able to anticipate any risks to the project and work with the team to problem solve and recommend the best possible solutions. We will use this communications approach throughout Sandis' site survey work.

## MANAGEMENT TOOLS

As part of Sandis' approach we utilize specialized tools to manage cost, schedule, and scope. For our projects, we have a comprehensive project management and reporting systems. To monitor and control costs, we will use Sandis' in-house cost accounting system to estimate labor and expenses occurred. We monitor cost weekly to ensure our budgets align with the scope of work and agreed upon project budgets. We evaluate cost performance; identify and isolate any cost issues and apply corrective action; identify savings; and prepare monthly cost and budget reports.

## QUALITY ASSURANCE

Maintaining quality and consistency will be enforced through Sandis quality assurance/ quality control (QA/QC) procedures. Sandis believes QA/QC is a technical concern and a management responsibility. Sandis' QA/QC policy commits partners and key personnel to an active role in quality control and project management. Sandis double checks and peer reviews deliverables to ensure that our teams are always delivering the highest quality work. Our quality assurance is both an error catching and error prevention tool. We involve partners to assist in the management of projects and to monitor workflow processes. Our whole-team involvement holds our teams accountable and ultimately produces documents fully representative of our client's needs.

Quality control is exercised throughout the project duration and during specific submittal stages. Sandis conducts weekly meetings to address both data issues and management issues, such as scheduling and budget. Further, we assign a senior level surveyor, unassigned to the project team, to provide quality assurance on the entirety of our work. Our QA/QC personnel provides our work with a fresh set of eyes and serves as an additional level of peer review. The selected reviewer will be involved at all critical submission points in the project so that he or she may provide input to the team and make changes or corrections before the next submission deadline.

RELEVANT PROJECT INFORMATION

ORGANIZATION CHART

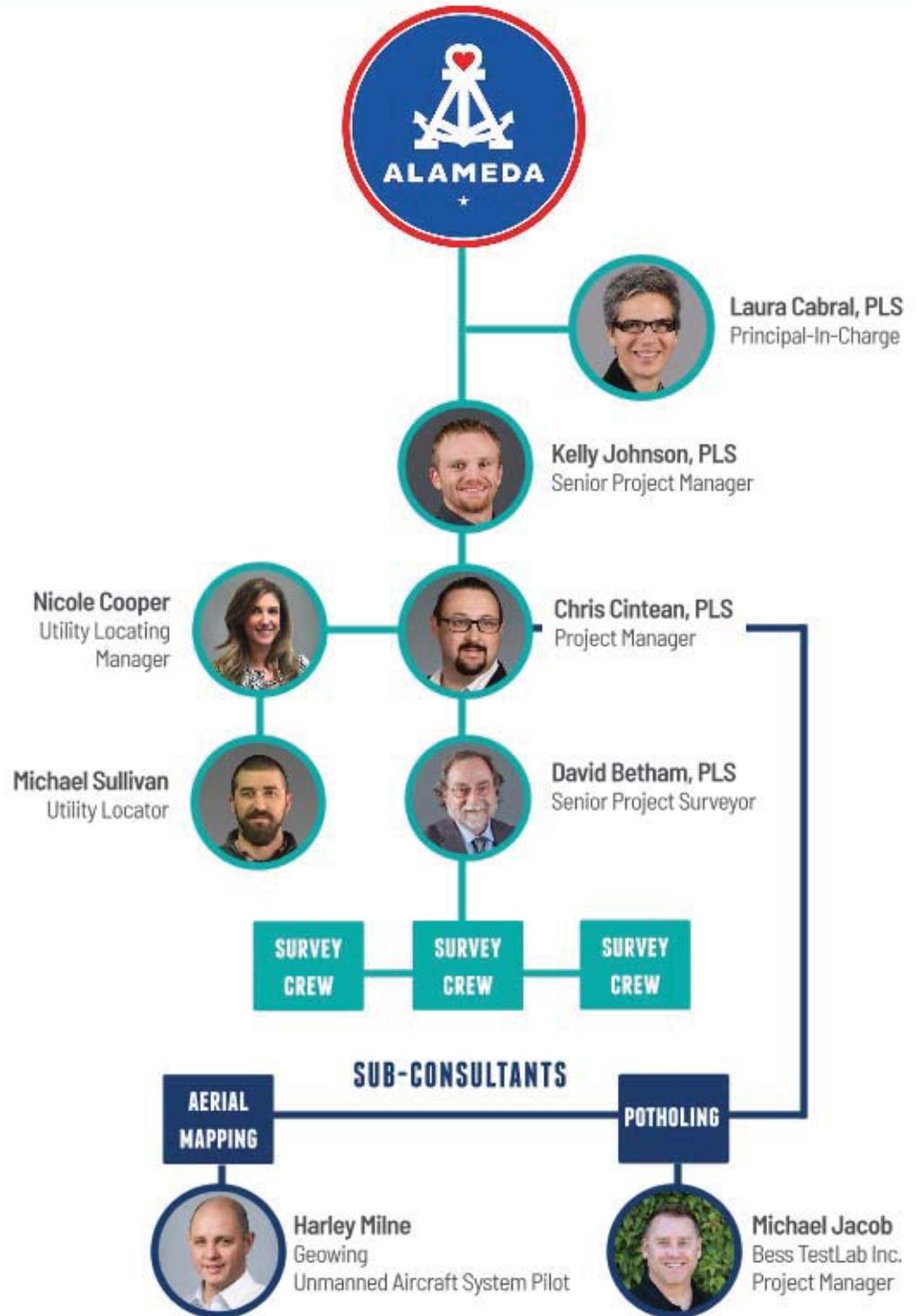
The success of the Sandis Team hinges on our ability to respond quickly, communicate clearly, and provide comprehensive On-Call Land Surveying and Mapping Services for the City of Alameda.

To make sure the City receives high-quality support, we have formed a team who brings substantial expertise on similar surveying support for land development and capital improvement projects for other local Cities and municipalities. This allows us to achieve greater consistency in what we deliver and efficiency in how we deliver it—providing you with better control of project success.

PROJECT MANAGEMENT

Sandis is a California Corporation licensed to practice Land Surveying in the State. Our proposed project management team are all State Licensed Professional Land Surveyors with complimentary and multiple field surveying teams assigned to work on concurrent task orders. A large number of the surveying department's contracts are for local agencies and public works departments, therefore, our staff keeps abreast of local and state requirements and standards.

The contract will be led by our proposed Senior Project Manager, Kelly Johnson, PLS. With 19 years of surveying experience, Kelly leads Sandis' surveying department overseeing multiple on-call land surveying contracts. Kelly will be supported by day-to-day contact, Project Manager, Chris Cinteau, PLS. With over 16 years of topographic surveying for developments in the Bay Area, Chris brings a familiarity and detailed precision to surveying deliverables. With excellent communication and collaborative spirit, Chris Cinteau works to partner with City staff to deliver overall project success.





**LAURA CABRAL, PLS**  
**PRINCIPAL-IN-CHARGE****About**

Laura Cabral has over 35 years of surveying experience and has been actively involved in hundreds of public works survey contracts for Sandis. This experience includes extensive involvement in the development and rehabilitation of capital improvement projects. As a land surveyor with extensive topographic surveying knowledge in the public works sector, Laura understands the importance of design-level accurate surveys. Laura's experience, coupled with her ability to effectively manage quick response survey requests, make her an invaluable asset to this team. As the Principal-in-Charge, Laura monitors team direction and adherence to project quality control, budget, and schedule.

**Relevant Experience**

San Francisco Public Works Survey On-Call San Francisco, CA  
 San Jose Water Company On-Call Surveying Services San Jose, CA  
 Redwood City Survey On-Call Redwood City, CA  
 City of Palo Alto On-Call Surveying Palo Alto, CA  
 San Jose Sewer and Stormdrain Work San Jose, CA  
 SCVWD On-Call Surveying Santa Clara, CA  
 City of San Jose Sanitary Sewer and Stormdrain Master Plan San Jose, CA  
 Alameda County Public Works Survey On-Call Alameda, CA  
 City of Sunnyvale On-Call Surveying Sunnyvale, CA  
 Menlo Park School District On-Call Surveying Menlo Park, CA  
 260 Van Buren Road Menlo Park, CA  
 VA Recreation Center Menlo Park, CA  
 621 Capital Mall Sacramento, CA  
 Capital Lofts 1108 R Street Sacramento, CA  
 Cambridge Street Condominiums Menlo Park, CA  
 City of Redwood City SS Replacement Redwood City, CA  
 Steven's Creek Boulevard Pedestrian/Bicycle Improvements Palo Alto, CA  
 Martial Cottle County Park San Jose, CA  
 Stevens Creek/Moffett Boulevard Mountain View, CA  
 South San Francisco Survey On-Call South San Francisco, CA  
 CCSF Ocean Avenue Campus Infrastructure San Francisco, CA



**35 Years of Experience**  
32 Years with Sandis

**Professional Land Surveyor**  
California #7756

**Sandis Office**  
Campbell Office  
1700 S Winchester Blvd Suite 200  
Campbell, CA 95008

## KELLY JOHNSON, PLS

### SENIOR PROJECT MANAGER

#### About

Kelly Johnson has over 18 years of experience in land surveying and has worked closely with our in-house surveying, civil engineering, and traffic engineering team on the preparation of topographic and boundary surveys for professional consulting services. His background includes an extensive knowledge and expertise in post data collection processes; preparation of calculations; preservation of project field control; maintaining documentation i.e. reports, project plans, specifications, and as-builts; and managing project budget and change orders.

Kelly has worked on hundreds of similar task orders for public agencies that include topographic base mapping and utilities, parcel and tract map reviews, records of survey, easement plats and descriptions, and many other services for on-call contracts. Below is a brief listing of on-call and project-specific surveying projects where Kelly has performed these services.

#### Relevant Experience

**San Francisco Public Works Survey On-Call** San Francisco, CA

Kelly serves as Project Manager for this on-going survey contact with the City of San Francisco. Sandis' focus is on providing topographic, boundary and utility surveys across the city. The surveys are for improvement projects for various agencies and typically involve large stretches of public right-of-way and multiple properties.

**14th Avenue Streetscape Improvements** Oakland, CA

Sandis is providing engineering, surveying, and beautification services along 14th Avenue, spanning 18 blocks from 12th Street through 27th Street. Kelly provided topographic survey that is being used as the basis for all improvements.

#### Additional Relevant Experience

**Jefferson Ave & Cleveland St Intersection Improvement Surveying** Redwood City, CA

**San Jose Water Company On-Call Surveying Services** San Jose, CA

**Redwood City Survey On-Call** Redwood City, CA

**City of Palo Alto On-Call Surveying** Palo Alto, CA

**Oakland USD Survey - Various Campuses** Oakland, CA

**San Francisco USD On-Call Land Surveying** Oakland, CA

**BART Oakland Airport Connector** Oakland, CA

**MacArthur Transit Village** Oakland, CA

**2400 MacArthur Boulevard** Oakland, CA

**80 Grand Avenue** Oakland, CA

**Route 880 High Street** Oakland, CA

**Kaiser Permanente Site Work** Oakland, CA



**19 Years of Experience**

9 Years at Sandis

**Professional Land Surveyor**

California #9126

**Certificate, Land Surveying**

Renton College

**Sandis Office**

Oakland, CA

636 9th Street

Oakland, CA 95607

**CHRIS CINTEAN, PLS**  
**PROJECT MANAGER****About**

Chris Cinteau has 16 years of experience in land surveying and has worked with both the public and private sectors. Chris's expertise is enhanced by his wealth of experience in the preparation of boundary and topographic surveys. His background includes an extensive knowledge and expertise in boundary identification/validation; post data collection processes; preparation of calculations; preservation of project field control; maintaining documentation i.e. reports, project plans, specifications, and as-builts; and managing project budget and change orders.

**Relevant Experience**

**San Francisco Curb, Sidewalk and Ramp Improvements** San Francisco, CA  
Sandis provided ADA, drainage, and utility design improvements/retrofits for ramps throughout the City of San Francisco that were non-compliant and impacted by new utility work. As Project Manager, Chris managed the ADA Design level topographic surveying of 34 intersections.

**28th Avenue Bicycle Boulevard** San Mateo, CA  
As Project Manager, Chris is providing topographic surveying at intersections along the 28th Avenue Bike Boulevard project which will be San Mateo's first bike boulevard implementation. The project aims to slow vehicle speeds using elements like speed cushions and curb extensions to provide a comfortable environment for bicyclists on the roadway. 28th Avenue will serve the community by connecting bicyclists and other types of micro-mobility to transit hubs like the new Caltrain station, downtown, schools, and the City's recreational areas.

**Additional Relevant Experience**

**San Francisco Public Works Survey As-Needed Surveying** San Francisco, CA  
**On-Call Surveying Services** San Jose Water Company San Jose, CA  
**City of San Jose Sanitary Sewer and Stormdrain Master Plan** San Jose, CA  
**Santa Clara Valley Water District On-Call Survey Services** Santa Clara, CA  
**Alameda County Water District On-Call Survey Services** Alameda, CA  
**20th Avenue/EI Camino Real Southbound Right Turn Lane Design Project** San Mateo, CA  
**Palo Alto Bicycle Boulevards** Palo Alto, CA  
**Livermore Railroad Depot** Livermore, CA  
**623 15th Street & 1414 MLK Jr. Way** Oakland, CA  
**Port of Oakland, 7th Street Grade Separation Project** Oakland, CA  
**California High Speed Rail Overall Construction** California  
**San Rafael Fire Station 52 & Training Tower** San Rafael CA  
**Cal Water Terrace Drive Avenue** Berkeley, CA  
**Save Mount Diablo Surveys** Contra Costa County, CA



**16 Years of Experience**  
5 Years with Sandis

**Professional Land Surveyor**  
California #8941

**Associates of Art**  
San Joaquin Delta College and San Jose  
Evergreen Valley College

**Sandis Office**  
Modesto Office  
4265 Spyres Way, Suite C, Modesto, CA  
95356

**DAVID BETHAM, PLS**  
**SENIOR PROJECT SURVEYOR****About**

David Betham has 48 years of experience in land surveying and has worked extensively in the public sector. David's expertise is enhanced by his wealth of experience in the preparation of boundary and/or topographic surveys of sizable sites up to 17,000 acres. His larger past experience includes working in remote locations including: topographic surveys for utility plants and water line corridors, Yosemite National Park; boundary and topographic survey, Kelso Depot Visitor Center, Mojave National Preserve; topographic survey for entrance station improvements, Glen Canyon National Recreation Area, Arizona and Utah; boundary and topographic surveys for utility plants and visitor center, South Rim, Grand Canyon National Park, Arizona; and boundary survey, aerial control and construction staking for 17,000 acre power plant site, Florida Power Light Company, Martin County, Florida. As Sandis' Senior Project Surveyor, David actively applies his expertise in producing survey documents for a large amount of on-call contracts.

**Relevant Experience**

On-Call Surveying Services City of Berkeley Berkeley, CA  
 On-Call Surveying Services City of Palo Alto Palo Alto, CA  
 On-Call Surveying Services Palo Alto USD Palo Alto, CA  
 On-Call Surveying Services City of San Leandro San Leandro, CA  
 On-Call Surveying Services Granada Sanitary District San Pablo, CA  
 On-Call Surveying Services Santa Clara County Santa Clara, CA  
 On-Call Surveying Services Foothill/De Anza CCD Bay Area, CA  
 On-Call Surveying Services San Mateo County San Mateo, CA  
 On-Call Surveying Services West Contra Costa USD Contra Costa County, CA  
 14th Avenue Streetscape Oakland, CA  
 2007 Capital Improvements Project San Mateo, CA  
 City Hall Property Merge Mountainview, CA  
 City of Sausalito Modular Restroom Sausalito CA  
 Crystal Springs & Sneath Lane Hlsd San Bruno, CA  
 Del Medio Avenue Mountainview, CA  
 Donohoe Street - FH Replacement East Palo Alto, CA  
 Fremont & Portland Bridge Rehabilitation Los Altos, CA  
 Gilman Street Overlay Berkeley, CA



**48 Years of Experience**  
 22 Years with Sandis

**Professional Land Surveyor,**  
 California #7047

**Associates of Art**  
 Indian River College

**Associates of Science, Surveying &  
 Mapping Course**  
 International Correspondence  
 School

**NICOLE COOPER**  
**PROJECT MANAGER**

**About**

Nicole is Sandis' utility locating manager with over 13 years of experience managing multimillion dollar public works projects in the construction industry. Nicole has spent 10 years specializing in water/wastewater infrastructure, water pumping plants, reservoirs, discharge lines, and pipelines. At Sandis, Nicole has spearheaded all utility location services projects.

Nicole has established protocol for identifying and labeling underground utility mains and lateral service lines for location identification. These utility lines include but are not limited to sanitary sewer, storm drain, telephone, electricity, natural gas, cable television, traffic signal lines/loops, water mains, and some fiber optics.

**Relevant Experience**

- Santa Clara Unified School District Santa Clara, CA
- Great America Park 2018 Ride Santa Clara, CA
- Google Campus Mountain View, CA
- Central Contra Costa Sanitary District Contra Costa County, CA
- Apple Campus 2 Cupertino, CA
- Nasa Ames Research Center Arc Jet Replacement Mountain View, CA
- The Hills at Vallco Cupertino, CA
- Escondido Village Campus Stanford, CA
- UC Davis West Village QSP Davis, CA



**13 Years of Experience**

4 Years with Sandis

**BS, Project Management**

Devry University

**Sandis Office**

Modesto  
4265 Spyres Way, Suite C,  
Modesto, CA 95356

**MICHAEL SULLIVAN****UTILITY LOCATOR****About**

Michael Sullivan has over 6 years of experience as an utility locator in California. Michael has experience providing a variety of utility locating services including non-invasive utility locating, utility sweeping prior to excavation, and engineering and surveying departments support. Michael has proficiency in using pipe and cable locators, Ground Penetrating Radar (GPR), and Leak Detection Equipment to name a few. He is knowledgeable of California government codes and regulations.

For this contract, Michael will also assist the field technician by preparing the sketches of the utilities in the field during locating. He will perform all updates on progress, any meetings with project managers at the City, and of course daily delivery of sketches and reports.

**Relevant Experience**

Santa Clara Unified School District Santa Clara, CA  
 Head-Royce School Oakland, CA  
 Patrick Henry School Site Santa Clara, CA  
 Las Positas College Building 2100 Livermore, CA  
 College of Marin Miwok Aquatics Center Novato, CA  
 Escondido Village Campus Stanford, CA  
 UC Davis West Village QSP Davis, CA  
 Laurel Dell Elementary QSP/D San Rafael, CA  
 500 El Camino Real Stanford, CA  
 3000 Sand Hill Road BLDG 3 Entry and Courtyard Menlo Park, CA  
 14850 Winchester Boulevard Los Gatos, CA  
 Jack London Square Site F2 Oakland, CA  
 Minnesota Sidewalk Installation San Francisco, CA  
 SHC Newark Generator Upgrades Newark, CA  
 SHC Tower Annexes Palo Alto, CA  
 1314 Franklin St. SWPPP Oakland, CA  
 Southwinds Church Tracy, CA  
 Baxter Creek Richmond, CA  
 1518 MLK Apartments (Alta 601) Oakland, CA  
 Avalon Walnut Creek 2 Walnut Creek, CA  
 8511 Blaine Street Oakland, CA

**6 Years of Experience**

2 Years with Sandis

**BS, Psychology**

San Diego State

**Traffic Flagger & Technician Cal/OSHA**  
 Certification

**Sandis Office**

Campbell  
 1700 S Winchester Blvd Suite 200  
 Campbell, CA 95008  
 P: 408.636.0900

# SCOPE OF SERVICES



With over 55 years of experience the Sandis survey teams have worked on on-call surveying projects all over the Bay Area, our experience is unparalleled, and our commitment to continuous communication is what makes Sandis an exceptional firm for on-call and as-needed services. The table below indicates what services Sandis can perform as part of those requested in Exhibit A.

Scope Services			
Aerial Mapping & Photogrammetry	■	Leveling Surveys	●
ALTA Survey	●	Lot Line Adjustments/Lot Mergers	●
As-Built Surveys	●	Pothole of Existing Utilities	■
Boundary Survey	●	Preparation of Legal Descriptions	●
Construction Staking	●	Processing with County Recorder's Office	●
Final Map Review	●	Provision of Title Reports	●
Final Mapping	●	Record of Survey Mapping/Corner Records	●
Flood Certifications	●	Research of Existing Utilities Information or Base Maps	●
GPS Surveys	●	Right-of-Way/Appraisal Mapping	●
LAFCO Mapping/Descriptions	●	Topographic Design Surveys	●

● Sandis Services

■ Subconsultants Geowing and Bess Utility Solutions will perform these duties. See next section for subconsultant details.

### IN-HOUSE SERVICES

**Surveying and Mapping:** Boundary survey; topographic survey; ALTA/ACSM survey; construction staking; tentative map; parcel maps; record of survey; easements/plats/legal descriptions; subdivision mapping; control survey; condominium plans; FEMA certificates; as-built survey; GPS surveys; leveling; lot line adjustments; right-of-way engineering; elevation verification; and horizontal and vertical control plans.

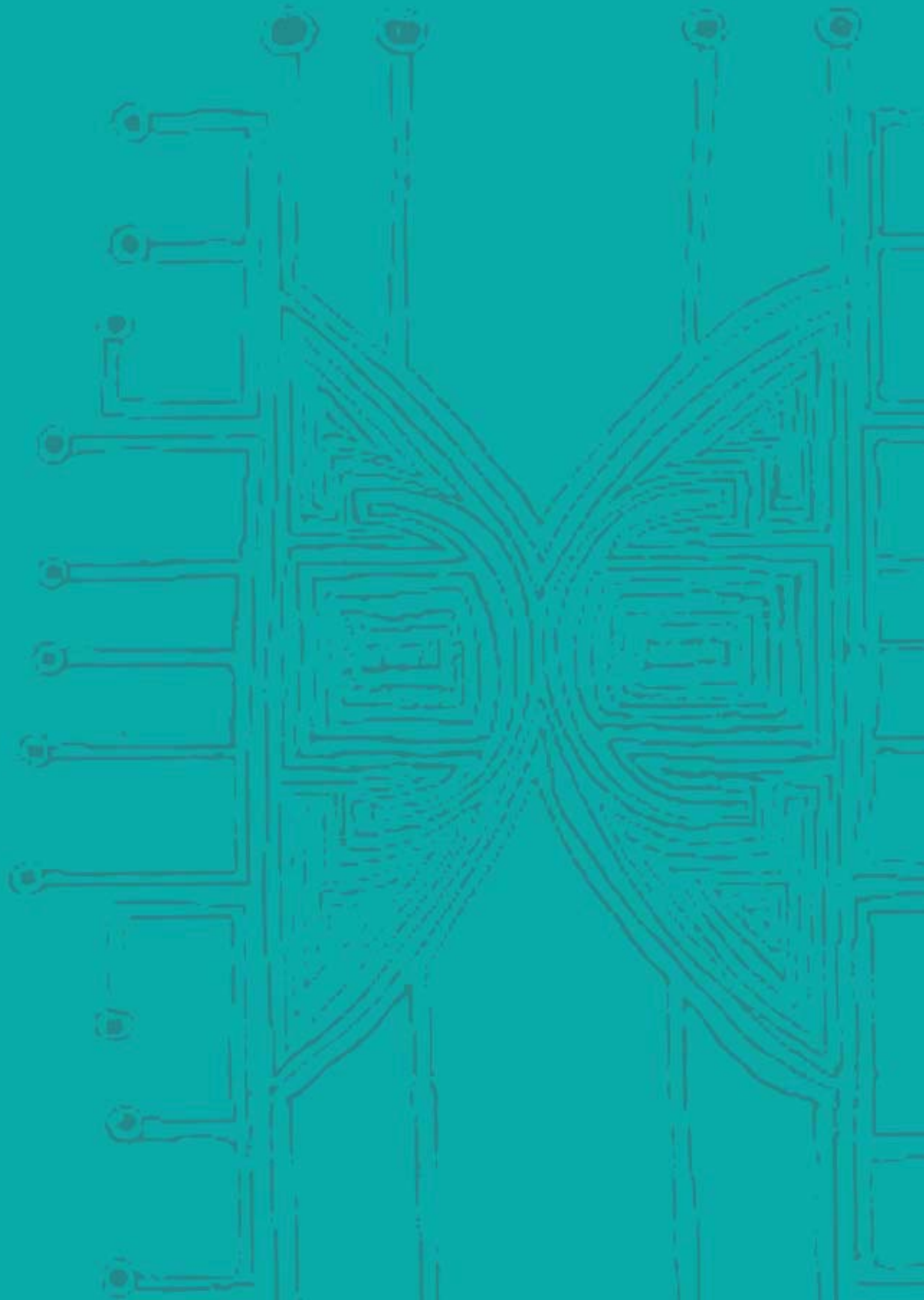
**Utility Locating:** underground utility forensic mapping utilities for pre-survey engineering design; underground utility forensic for site information modeling; instant mapping with GPS; GPS & CAD utility mapping; utility designation; passive & active electromagnetic locating; sewer, storm, and empty conduit locating.

**3D Laser Scanning:** as-built surveys; construction documentation; architectural surveys; topographic surveys; volume analysis / calculations; monitoring; drainage surveys; and solar panel surveys.

Sandis provides a host of other services including **Civil Engineering, QSP/QSD, Traffic Engineering and Planning**. Below is a table indicating all services offered in Exhibit A of the City of Alameda On-Call Surveying Services RFP.



# ORGANIZATION QUALIFICATIONS



San Francisco, CA  
2018- Ongoing

## CITY OF SAN FRANCISCO AS-NEEDED SURVEYING SERVICES



### SANDIS HAS BEEN PROVIDING THE CITY OF SAN FRANCISCO TOPOGRAPHICAL, UTILITY, 3-D SCANNING AND BOUNDARY SERVICES FOR MULTIPLE, REPEAT CONTRACTS

As partners with the City of San Francisco, Sandis works closely with the City professionals to provide quality design surveys to be used in important infrastructure projects in a timely and efficient manner.

The surveys show the location of existing curbs, signs, trees, sidewalks, and utility information within the project area. Field surveys validated location of utility vaults, manholes, catch basins and invert information of storm and sanitary sewers.

For projects, Sandis' method includes: the establishment of horizontal & vertical

control; back of walk, top of curb & flow line at 25' interval; building entrances at back of walk; driveways and curb ramps; visible utilities w/ inverts in street and sidewalk; trees over 6" in diameter w/ tag number; stairways, planters, poles, walls & handrails; heavily damaged areas in street; walls at back of walk; material changes and grade breaks. Contours at one (1) foot intervals and spot elevations at an accuracy of 0.1 (one tenth) of a foot were provided.

A few locations data have included:

- Haight Street
- Mason Street
- Esprit Park
- Mansell Street
- 5th Street Bicycle Strategy
- Valencia and Cesar Chavez
- Kezar Drive
- Brannan Street
- Francisco Reservoir
- Jamestown Renovatio

#### Services

- Surveying
- 3D Laser Scanning
- Cross Section Survey
- Digital Leveling and Digital Processing
- Utilities

**Cost** | \$800,000 (various projects)

**Key Personnel** | Laura Cabral, Kelly Johnson

#### Client Reference |

Marilyn Lopes  
Chief Land Surveyor  
San Francisco Public Works  
415-554-5901  
marilyn.lopes@sfpw.org

## CURB RAMP SURVEYS, SAN FRANCISCO

San Francisco, CA  
2018 - Active

## SANDIS PERFORMED ADA DESIGN LEVEL TOPOGRAPHIC SURVEYING OF 34 INTERSECTIONS FOR ACCESSIBILITY AND SAFETY IMPROVEMENT DESIGN.

The City of San Francisco maintains 1,000s of curb ramps as part of their Curb Ramp Programs - a program calling for the installation of curb ramps to provide accessible path of travel for all public sidewalks throughout San Francisco. Sandis provided ADA, drainage, and utility design improvements/retrofits for hundreds of ramps throughout the City that were noncompliant and impacted by new utility work. During the project, Sandis Project Manager would meet every week with the Public Work Disability Access Coordinator to review and approve curb ramp designs for various locations based on construction schedule. The resulting

construction documents adhered to the City stringent ADA standards and often transformed inaccessible sidewalks and corners into accessible routes. Sandis is skilled at understanding existing constraints and finding practical and cost effective solutions that enhance access for all users.

### Professional Services Contract Amount | \$583,800

#### Key Personnel

Laura Cabral, PLS - Principal-In Charge  
Kelly Johnson, PLS - Senior Project Manager  
Chris Cinteau, PLS - Project Manager

#### Client References

Ken Spielman, P.E.  
Disability Access Coordinator's Office  
San Francisco Public Works  
49 South Van Ness Avenue, Suite 800  
San Francisco, CA 94103  
(628) 271-2498  
kenneth.spielman@sfdpw.org

Karina Lairret, PE, CASp, LEED AP BD+C  
Associate Engineer  
49 South Van Ness Avenue, Suite 800  
San Francisco, CA 94103  
(628) 271-2496  
karina.lairret@sfdpw.org

Oakland, CA  
2010 - 2017

## 14TH AVENUE STREETScape IMPROVEMENTS



## SANDIS PROVIDED TRAFFIC ENGINEERING AND SURVEYING SERVICES TO THE CITY OF OAKLAND'S 14TH AVENUE STREETScape PROJECT.

The City of Oakland hired Sandis to provide engineering, surveying, and beautification services along 14th Avenue, spanning 18 blocks from 12th Street through 27th Street. The four lane streetscape improvements included traffic signalization (at four intersections), roadway restriping, reworking of sidewalks, new bulbouts and street trees, improvements to bring ADA ramps up to code, adjustment/realignment of bus stop locations, widening and roadway realignment at one intersection, minor storm drain improvements, and the conversion of existing medians to planted medians.

**Construction Cost** \$194,477  
Professional Services Contract Amount  
\$250,000

### Key Personnel

Laura Cabral, PLS - Principal-In Charge  
Kelly Johnson, PLS - Senior Project Manager  
Chris Cintean, PLS - Project Manager

### Client References

Christopher Diano, PE  
Engineer, Civil (Office)  
Bureau of Great Streets  
250 Frank H. Ogawa Plaza, Suite 4344  
Oakland, CA 94612  
510-238-7266  
CDiano@oaklandca.gov

Joan Kwong  
Engineer, Assistant II (Office)  
Bureau of Great Streets  
250 Frank H. Ogawa Plaza, Suite 4344  
Oakland, CA 94612  
510-238-7997  
JKwong@oaklandca.gov

Oakland, CA  
2012-2014**BART AIRPORT CONNECTOR SURVEYING**

## SANDIS PROVIDED PRECISION SURVEYING AND CONSTRUCTION STAKING FOR 3.2 MILES OF TRACK, 2 STATIONS AND 1 MAINTENANCE FACILITY

Sandis utilized innovative cost savings approaches including immediate scheduling of work to avoid delays.

Together with the Castro Valley BART service to Oakland International Airport opened in November of 2014 after years of planning and construction.

The track runs from the Coliseum Station to Oakland International Airport. Given the construction impact to the local community, SANDIS provided a significant amount of night survey work to mitigate traffic backups.

Sandis provided precision surveying and construction staking for the project. Specific tasks included: layout and elevations; recover existing survey control set by contractor; as-built existing bolts, locate top and bottom of bolts; and set control for base plate /stool orientation after bolts have been located (matrix of top and bottom elevations and location). For the three stations, we also provided staking and control services.

Laura Cabral, PLS, led the efforts on this high profile project and guided the Sandis team with her insight and years on invaluable experience.

### Services

- Precision Surveying
- Construction Staking
- As-Built Surveys

**Role** | Surveying

**Cost** | \$484,000,000

**Key Personnel** | Laura Cabral,  
Dan Galasti

**Client Reference** |  
Kevin Stein  
Vice President SF Area Manager  
McGuire & Hester Construction  
Services

Redwood City, CA  
2015 - 2018

## REDWOOD CITY ON-CALL SURVEYING SERVICES



### SANDIS WORKED WITH REDWOOD CITY ON AN ON-CALL SURVEYING SERVICES CONTRACT FOR THE 2015-2016 SANITARY SEWER REPLACEMENT PROGRAM.

Under this program, multiple service areas required topographic surveys of physical features within the project limit and project scope including but not limited to man-made improvements and natural features.

Multiple service areas required a topographic survey of the areas of proposed construction. The surveys note the location of pavement, sidewalks, trees, curb lines, and utility features with the project area.

The location of utility vaults, manholes, catch basins, and invert information of Storm and Sanitary Sewers are shown based upon field surveyed data. Sandis provided utility location services and included the location gas, water, and electric lines.

In addition to the preparation of ground survey maps, Sandis provided base maps that were prepared in AutoCAD.

#### Services

- Surveying
- Utilities

**Role** | Surveyor

**Cost** | \$785,000

**Key Personnel** | Laura Cabral, Kelly Johnson, David Betham

#### Client Reference |

City of Redwood City  
Joel Evora Project Manager  
650.780.7328  
Jevora@redwoodcity.org

Redwood City, CA  
2019

## JEFFERSON AVE &amp; CLEVELAND STREET INTERSECTION IMPROVEMENT



## TOPOGRAPHIC MAPPING, SUBSURFACE UTILITY LOCATING

Jefferson Avenue is a four-lane roadway with high vehicle speeds (30 mph posted speed limit) and high vehicle and pedestrian volumes. The City identified intersection safety improvements at Jefferson and Cleveland as one of the priority Safe Routes to School projects. The project provides safe access to high use activity centers including schools which serve over 3,400 students that walk and bike to school. The project location is also along the Peninsula Bikeway corridor.

Sandis provided surveying services for the intersection improvement plans. Sandis provided design survey data and prepared topographic mapping of the project area. Sandis also provided research of subsurface utility information for incorporation into survey mapping.

### Services

- Surveying
- Utilities

### Professional Services Contract Amount

\$19,135

### Key Personnel

Kelly Johnson, PLS - Senior Project Manager  
Chris Cinteau, PLS - Project Manager

Santa Clara, CA  
2000-Ongoing

### SANTA CLARA VALLEY WATER DISTRICT



## SINCE 2000, SANDIS HAS PROVIDED SURVEYING SERVICES ON AN ON-CALL BASIS TO THE SANTA CLARA VALLEY WATER DISTRICTS

Projects have ranged from surveying for the quarterly monitoring of the Penitencia Water Treatment Plant; surveying services to perform cross section and bridge topographic surveys at multiple street crossing locations and two pedestrian bridge crossings along Alamitos Creek; surveying services to perform as-builts surveys at four locations at the Calabazas Creek Capacity Improvement Project; services to perform the annual monitoring of Chesbro Dam; 380 miles of electronic digital leveling and processing the data for the district's Benchmark Maintenance Program; survey for the monthly checks of line and grade for structures to verify

in-progress and as-built locations for the Lenihan Outlet Modifications at Lexington Reservoir.

Additional on-call projects include:

- Alviso Hydro
- Anderson Dam Spillway
- Enderson, Coyote & SC Reservoirs
- Benchmark Leveling, Monitoring and Maintenance
- Berryessa Creek
- Calabazas Creek Photo Control, and Reach 3 & 4
- Chesboro Dam Monitoring
- Coyote Creek
- Guadalupe Creek Cross Sections
- Guadalupe River Level Run
- Llagas Creek Cross Sections
- Los Gatos Creek
- Matadero Creek Cross Sections
- Regnart Creek
- Rinconada Water Treatment Plant
- San Tomas Creek

#### Services

- Land Surveying
- Digital Leveling and Digital Processing
- As-Built Surveys

**Role** | Surveyor

**Cost** | \$1,900,000 (contract value)

**Team Members** | Laura Cabral, Kelly Johnson, Chris Cintean, David Bethem

**Milestones** | Topographic Surveys, As-Built Surveys, Electronic Digital Levelling

#### Client Reference |

Kris Puthoff, PLS  
Land Surveying Mapping Unit Manager  
Santa Clara Valley Water District  
408.630.3718  
kputhoff@valleywater.org



Alameda County, CA  
2015-2017

## SAN JOSE WATER COMPANY SURVEYING CONTRACT



### SANDIS PROVIDED FIELD SURVEYS FOR LONG-TERM CAPITAL IMPROVEMENT PROJECTS

In addition to long-term capital improvement projects, Sandis provided field surveys that included man-made and natural topographical features.

For capital improvement projects, Sandis created fully annotated planimetric and topographical maps, created surfaces including well-defined existing ground surface with break lines, feature lines, contours, etc, created channel and roadway alignments, and created cross-sections and right-of-way maps in accordance with County records.

For our team's field surveys, we collected topographical features including vegetation, man-made structures, floodplains, roadways, and water flow. The flowlines related to sanitary sewers, storm pipe drains, box culverts, and catch basins.

#### Services

- Land Surveying
- Digital Leveling and Digital Processing
- As-Built Surveys

**Role** | Surveyor

**Cost** | \$500,00 Annual Budget

**Team Members** | Laura Cabral, Kelly Johnson, Chris Cinteau, Nicole Cooper

**Milestones** | Topographic Surveys, As-Built Surveys, Electronic Digital Levelling

**Client Reference** |  
Mike Cadei, PE, DBIA  
Vice President, West Valley  
Construction

# SUBCONSULTANT INFORMATION



**Office**

GeoWing Mapping, Inc.  
3080 Hilltop Mall Road, Suite B  
Richmond, CA 94806  
Office: 510-350-7744  
www.geowingmapping.com

**Primary Contacts**

Becky Morton, CP, CMS  
President & CEO  
510-619-6262  
becky@geowingmapping.com

**Firm Type**

California S Corporation

**Year Established**

2015

**Authorizations**

FAA Authorization: #11605, #11605A  
DBE/SWBE/WOSB

**Geowing's In-House Services**

Aerial Mapping  
Data Collection  
Orthophotography  
3D CAD Mapping  
Multispectral  
Lidar Mapping

**Reference**

Project: San Leandro Aerial Mapping  
Client: City of San Leandro  
Daniel Schaefer  
Principal/Vice President  
BKF Engineers  
Phone: 925-940-2214  
Email: dschaefer@bkf.com  
Contracted through BKF for aerial survey  
and mapping San Leandro Streets.

- Project area of 18 individual sites in the City of San Leandro
- Ground control provided by BKF surveyors.
- Color orthophotography with GSD of 0.1' resolution.
- Detailed topographic mapping with 1"=20' map scale.

**About**

GeoWing was founded in 2015 to combine a solid foundation in traditional survey and mapping with new technologies and production advances. GeoWing personnel are experienced in field survey, aerial acquisitions (manned and unmanned), and map data production and analysis. Our qualified personnel have been involved in the development and application of mapping standards through ongoing active involvement and leadership within the American Society for Photogrammetry and Remote Sensing (ASPRS). Qualified personnel include Civil Engineer, Certified Photogrammetrists, Certified Mapping Scientist, Land Surveyor, and CFedS Surveyor. We are a certified Disadvantaged Business Enterprise (DBE), Small Woman Business Enterprise (SWBE), and Woman Owned Small Business (WOSB), and we are licensed to do business in California. We maintain our headquarters in Richmond, CA.

The principals of the company as well as the company's GIS analysts and surveyors have extensive experience with the production of orthophotography, digital terrain models, aerotriangulation, and ground survey. They also have expertise in most major geospatial tools and software applications such as ESRI ArcMap, Microstation, AutoCAD, and Global Mapper.

**Services**

GeoWing has developed in-house data processing workflows to increase efficiency while maintaining quality and accuracy. The experience of our mapping specialists enables us to deliver an array of Our mapping services include:

- Orthophotography
- 3D CAD Mapping
- Contours
- Multispectral
- Ground Control
- Lidar Processing

**Strategic Partners**

GeoWing has formed strategic business partnerships to provide extended resources in manned aircraft, UAS equipment, pilots and imaging sensors for mapping. Mapping camera systems include calibrated PhaseOne and Hasselblad cameras and Riegl LiDAR systems combined with Airborne GPS and inertial systems as well as multispectral and hyperspectral imaging options and LiDAR systems.

**Proposed Project Approach**

GeoWing's goal is to meet or exceed your requirements. We provide a unique approach that utilizes the latest in photogrammetric processing. We believe you will want to work with us because:

- (1) Mobility:** Our headquarters and mapping operations are based in Richmond, CA, we are flexible in our mobility, and we welcome face-to-face meetings for project collaboration throughout the life of the project.
- (2) Timely operations:** Our team has demonstrated on each of our projects the ability to meet very tight acquisition and production schedules and get the job done right-first-time.
- (3) Proven record:** We have delivered on several successful projects (listed within our references) that have provided ground survey, color orthophotography, elevation models, contours, topographic and planimetric mapping, and multispectral orthophotography. These projects were provided with a mixture of sensors and flight platforms.
- (4) High-quality data:** Our staff is able to deliver high-quality mapping data based on our many years of experience in mapping. Our deliverables provide detailed information on the measurement of accuracy and FGDC-compliant metadata. Therefore, you know what you are getting and you have the statistics to back-up your work.



## HARLEY MILNE

### UNMANNED AIRCRAFT SYSTEM PILOT

#### About

Experienced Robotics and UAS Engineer, and UAS Remote Pilot In Charge with FAA 333 and Part 107 Certifications; Experienced with small and large UAS, e.g., quad- and hexa-copters; Experienced with a variety of sensors, such as, Micasense Rededge Multispectral Sensor for Environmental and Vegetation, Sony A5000 20mp RGB Sensor for high resolution image capture, Sony Q1 20mp NIR Sensor for Vegetation Vigor Capture, FLIR VUE PRO R Radiometric Thermal Sensor for inspection and mapping, ROAM 4 Band Sensor for custom vegetation monitoring with interchangeable filters for custom applications;

Experience with post-processing with PIX4D - SimActive C3D - DatuSurvey - TNT MIPS - PhotoShop - Final Cut Pro. Harley Milne is a Remote Pilot in Charge (RPIC) for GeoWing Mapping, Inc., based in Richmond, California. He has 5 years of experience in sUAS operations. Mr. Milne provides Remote-Pilot-In-Charge support for aerial operations missions for GeoWing Mapping, Inc., and will be available to serve as RPIC for this project.

#### Relevant Experience

**3DVDT, Shoreline Amphitheater, Aerial Topographic Mapping** Mountain View, CA  
RPIC responsible for providing sUAS-based aerial imagery to conduct 1"=20', 1-foot contour topographic mapping, DSM and DTM, and 0.1' GSD digital orthophotography of entertainment facility and adjacent parking lots.

**MGE Engineering, Inc., Marshes Flat Road** Tuolumne County, CA  
RPIC responsible for providing sUAS-based aerial imagery to conduct 1"=40', 1-foot contour topographic mapping, DSM and DTM, and 0.1' GSD digital orthophotography of 2 road washout sites at First Creek and Second Creek in preparation for repair and reconstruction..

**East Bay Municipal Utilities District, Camp Pardee, Aerial Mapping** Camp Pardee, CA  
RPIC responsible for flying the direct georeferencing drone on this 1"=20' topographic mapping project site which includes the Pardee Dam and Reservoir.

**Land Development Project - The Park** Dublin, CA  
RPIC responsible for providing direct-georeferenced digital imagery on a 64-acre urban plot for development of high-occupancy land development units. Mapping supported 1"=20' topographic and planimetric, Civil3D, 1-foot contours and orthophotography with 0.1' GSD resolution.



**10 Years of Experience**  
2 Years with Geowing

**Professional Engineer**  
California #C25669

**MBA**  
St. Marys College

**MS Computer Science**  
Gatesville University

**Certifications**  
FAA Part 107 RPIC #3906037  
PMP. ACP

**Geowing Office**  
GeoWing Mapping, Inc.  
3080 Hilltop Mall Road, Suite B  
Richmond, CA 94806  
Office: 510-350-7744

**Office**

Bess Testlab, Inc.  
Hayward Corporate Office  
2463 Tripaldi Way  
Hayward, CA 94545  
(408) 988-0101  
(408) 988-0103  
www.besstestlab.com

**Primary Contacts**

Joseph Bohorquez  
General Manager Bess Testlab, Inc.  
Joseph@besstestlab.com  
408 515-2556

**Firm Type**

California C Corporation

**Year Established**

1967

**Authorizations**

CPUC Certified  
MBE/DBE Certified

**Bess Utilities In-House Services**

Underground Locating & Detection  
Vacuum Excavation (Potholing)  
Concrete Scanning  
CCTV Pipeline Inspection  
Concrete Cutting & Coring  
Traffic Control

**References:**

Project: City of Fremont Utility Clearance  
Client: Edelzar Garcia  
Phone: 510.494.4781  
Email: EGarcia@fremont.gov  
39550 Liberty Street  
Fremont, CA 94538

Scope of work: Bess performed Utility Clearance at Stevenson Blvd & Fremont Ave. for new traffic signal design for the City of Fremont. BESS currently has an MSA with City of Fremont and has an on call agreement with them.

# BESS

TESTLAB, INC.  
BESS TESTLAB, INC. UTILITY SOLUTIONS

**About**

Bess Testlab, Inc. (BESS) is a C-Corporation, privately-owned company based out of Hayward, CA and has been in operation since 1967. BESS provides a complete range of utility solutions to both private and public companies throughout Northern and Southern California. BESS is committed to providing quality service that exceeds our client's needs and expectations using the most advanced technologies available

The Bess Team supports the Utility Industry with a group of professionals who are dedicated to locating, inspecting, and mapping of all utilities and subsurface structures to protect their integrity and the safety of our community.

**Services**

BESS utilizes State-of-the Art Electromagnetic and Acoustic Pipe Locators as well as our Ground Penetrating Radar (GPR) systems to designate underground utilities. BESS specializes on "hard to find" facilities and blind searches. BESS learned that a combination of Electromagnetic, Acoustic and Ground Penetrating Radar (GPR) technologies is the best approach to solve the most challenging underground utility designating jobs. In addition, BESS uses Vacuum Excavation (potholing) to expose underground utilities to the naked eye and "positively" determine their actual depth and physical conditions. BESS is devoted to excellence and reliability in locating and marking underground utilities.

**Underground Locating & Detection**

Bess utilizes state-of-the-art Electromagnetic pipe locators, ground penetrating radar (GPR) systems and sondes to locate underground Utilities

**Vacuum Excavation (Potholing)**

Bess Testlab, Inc., uses Non-Destructive Air-vacuum Excavation (potholing) to expose the utilities being surveyed to determine their exact depth and location. Precisely locating underground utilities help the designers plan their construction project to eliminate potential damage and unnecessary relocations.

**Concrete Scanning**

We have conducted several underground utility projects ranging from the location of deep horizontal bored facilities crossing major freeways for public agencies, to airport remodeling projects, to grave surveys, to blind search of facilities with no as-built information and utility locating projects for small and large jobs. Exposure and involvement with several projects have forged on us a clear understanding of the advantages of GPR in the underground world.

**CCTV Pipeline Inspection**

Bess operates several CCTV units suitable for large storm drain pipes down to smaller diameter residential services. Our CCTV units are also equipped with attached sondes that can be utilized to determine the horizontal location and depths of the pipes.

**Concrete Cutting & Scanning**

Our technicians are dedicated on working together and will give you the confidence that your project is being completed the right way. We will take on any job big or small. Concrete cutting services includes Core drilling and Saw-cutting.

BESS utility locating services are always performed by trained and experienced professional technicians. BESS has 70 trained locating/potholing technicians on staff. BESS goal is not only to give our client's the highest quality service available, but also establish long standing impactful relationships as well.



## MICHAEL S. JACOB

### PROJECT MANAGER

#### About

Michael has managed numerous utility projects over the past 12 years for various, municipalities, public and private sector clients. He will be responsible for the management and coordination of utility services. He will develop multiple department services schedules and maintain those schedules throughout the duration of the project. He will prepare staff hours and fee estimates for the combined project teams. He will review the progress of services to ensure that the standards, time goals and budget requirements are met.

Mike Jacob is responsible for the technical project execution, including overseeing crews, equipment, project progress, safety and quality control. Supervisor of field crews and experienced in all levels of Subsurface Utility Engineering not to mention an extensive portfolio of Utility Locating and Vacuum Excavation (Potholing).

#### Relevant Experience

##### (VPC) Veteran Pipeline Construction

Generated and executed scope and/or fee proposals, agreements, master service contracts, including amendments and scope changes for projects for PG&E involving various levels of Subsurface Utility Engineering, Gas & Electric for the Mobile Home Park rebuild program in Paradise CA through PG&E and the state of CA. Attend weekly meetings with clients to go over project updates and answer specific project related questions. Collected and directed the receiving of utility records and as-build utility data from private and municipal agencies for use by field and office personnel. Established work plans including staffing and resources for each phase of projects and directed recruitment of project personnel.

##### (ARB Inc.) Primoris Services Corp.

Worked as lead PM on large scale Potholing projects assisting PG&E with utility crossing conflicts and as-build data verification. Created detailed reports that were weekly deliverables to back feed the engineering team. Managed a Valve Automation upgrade program assisting PG&E with high risk potholing projects within their private Valve Stations. Safely managed open cut excavations as well as Hydro-Vac excavations. Organized pipeline clearances and coordinated all safety protocols used for said Gas Clearances.

##### AB Construction

Worked within a team environment to successfully manage the installation of underground utilities for the new SF Warriors Stadium. Review design drawings with multiple stakeholders, SFMTA, SF P.U.C, PG&E as well as the SF Water Dept. to carefully coordinate best design practices and safety measures. Safely manage off haul of Class 1, Class 2 hazardous spoils from excavation sites. Provide trucking schedules as well as all project material scheduling and deliveries.



#### 12 Years of Experience

1 Year with Bess TestLab Inc.

#### Associates Justice Administration

Cal State Hayward

#### Certifications

ASPRS Certified Photogrammetrist  
R1127

#### Bess Testlab Office

Bess Testlab, Inc.  
Hayward Corporate Office  
2463 Tripaldi Way  
Hayward, CA 94545  
(408) 988-0101  
(408) 988-0103  
[www.besstestlab.com](http://www.besstestlab.com)

# CLIENT REFERENCES

## R E F E R E N C E S

**KRIS PUTHOFF, PLS**

Land Surveying Mapping Unit Manager, Santa Clara Valley Water District

408.630.3718

kputhoff@valleywater.org

Sandis services: On-Call Surveying

Project Size: Varies in size from small to large and complex task orders

Contract Amount to date: \$1,900,000

Sandis worked with Kris in 2017 during our on-call surveying contract with the Santa Clara Valley Water District. Our services to the district included topographic surveys, as-built surveys, electronic digital leveling.

**MARILYN LOPES**

Chief Land Surveyor, San Francisco Public Works

415-554-5901

marilyn.lopes@sfpw.org

Sandis services: On-Call Surveying

Project Size: Varies from small to large projects per task order

Contract Amount to date: \$800,000

Marilyn is the contact for the Sandis team for our ongoing as-needed on-call land surveying contract with San Francisco Public Works. The projects have been a diverse range of topographic surveys, construction staking, administration, CAD technical support and utility locating.

**MIKE CADEI, P.E., DBIA**

Vice President, West Valley Construction

916.941.0980

MCadei@wvcc.com

Sandis services: Land Surveying

Project Size: Varies

Contract Amount to date: \$138,437

Mike was Sandis' main point of contact for our work with the San Jose Water Company & West Valley Construction. Sandis performed 27 topographic surveys throughout residential neighborhoods, which were immediately used by design engineers of the San Jose Water Main rehabilitation pipeline.



# TERMS OF AGREEMENT

## PROPOSAL EXCEPTIONS



Sandis has thoroughly reviewed the RFP supplied by the City of Alameda and the Sample Master Agreement (Attachment B). Based on our review, Sandis does not have any exceptions or requested changes to the RFP's conditions, requirements, or sample contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2021

**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).**

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 SANDIC#1	<b>CONTACT</b> NAME: Jennifer Aguirre PHONE (A/C, No, Ext): (510) 465-3090      FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
<b>INSURED</b> Sandis Civil Engineers Surveyors Planners 3007 Douglas Blvd, Suite 105 Roseville CA 95661	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER B: American Casualty Company of Reading PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Co of America</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER D: Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Insurance Company	35289	INSURER B: American Casualty Company of Reading PA	20427	INSURER C: Travelers Casualty and Surety Co of America	31194	INSURER D: Transportation Insurance Company	20494	INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 1888059648

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6075819456	3/3/2021	3/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6075819473	3/3/2021	3/3/2022	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	6075819439	3/3/2021	3/3/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	6075819425 6075819411	3/3/2021 3/3/2021	3/3/2022 3/3/2022	<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
C	Professional Liability			107211098	3/3/2021	3/3/2022	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

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

Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.  
 SANDIS Project Number/Name: #221337 / Master Service Agreement for On-call Land Surveyor Consultant Services --

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement. Insurance coverage includes waiver of subrogation per attached.

DS

LC

6/22/2021

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

City of Alameda  
 Public Works Department  
 Attn: Jeanette Navarro  
 950 W. Mall Square # 110  
 Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
  - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B.** additional insured coverage with "arising out of" language; or
  - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
  - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Policy No: 6075819456

Page 1 of 2

Continental Insurance Company

Insured Name: Sandis Civil Engineers Surveyors Planners

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**CNA PARAMOUNT**

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Policy No: 6075819456

Page 2 of 2

Continental Insurance Company

Insured Name: Sandis Civil Engineers Surveyors Planners

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**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Policy No: WC 6 75819425

Endorsement No: 4; Page: 1 of 1

Policy Page: 32 of 49

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



CNA PARAMOUNT

## Architects, Engineers and Surveyors General Liability Extension Endorsement

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

### 22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

### 23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

**WHO IS INSURED** is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

### 24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

### 25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

### 26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



CNA PARAMOUNT

## Architects, Engineers and Surveyors General Liability Extension Endorsement

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

### 27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

- C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.







**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)  
Underwriting Company: American Casualty Company of Reading PA

Policy No: 6075819411


**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
 AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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

**Named Insured:** Sandis Civil Engineers Surveyors Planners

**SCHEDULE**
**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13  
 Underwriting Company: Continental Casualty Company

Policy No: 6075819473


**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** Sandis Civil Engineers Surveyors Planners

**SCHEDULE**
**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

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

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13  
 Underwriting Company: Continental Casualty Company

Policy No: BUA 6075819473