

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 7th day of May 2024 and amends that certain FIRST AGREEMENT FOR CONSULTANT SERVICES dated June 6, 2023, made by and between the Town of Los Gatos ("Town") and Kier & Wright Civil Engineers and Surveyors, Inc. ("Consultant") identified as a C Corporation and whose address is 2850 Collier Canyon Road, Livermore, CA 94551.

RECITALS

- A. Town and Consultant entered into a Consultant Services Agreement on August 7, 2018 ("Agreement") and a First Amendment to Agreement for Consultant Services on June 6, 2023, copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement for Consultant Services to extend the term.

AMENDMENT

1. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from August 7, 2018, to June 30, 2025.

2. All other terms and conditions of the Agreement remain in full force and effect.

ATTACHMENT 1

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos

Approved as to Consent:

By: _____

Laurel Prevetti, Town Manager

By: _____

Joe Thompson, Principal

Department Approval:

Nicolle Burnham

Parks and Public Works Director

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 6th day of June 2023 and amends that certain AGREEMENT FOR CONSULTANT SERVICES dated August 7, 2018, made by and between the Town of Los Gatos, ("Town,") and the Kier & Wright Civil Engineers and Surveyors, Inc. ("Consultant") identified as a C Corporation and whose address is 2850 Collier Canyon Road, Livermore, CA 94551.

RECITALS

- A. Town and Consultant entered into a Consultant Services Agreement on August 7, 2018 ("Agreement"), copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement for Consultant Services to extend the term, to add to the compensation and the add to the minimum scope of insurance of the agreement.

AMENDMENT

- 1. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from August 7, 2018, to June 30, 2024.

- 2. Section 2.6 Compensation is amended to read:

Compensation for Consultant's professional services shall not exceed the established hourly rates, as set forth in the Fee Schedule (Exhibit B), which is attached hereto and incorporated herein by reference. Payment shall be based upon Town approval of each task.

- 3. Section 3.1 Minimum Scope of Insurance is amended to read as follows:

Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- 4. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos

DocuSigned by:
Laurel Prevetti
By: _____
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Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
Joe Thompson
By: _____
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Joe Thompson, Principal

Department Approval:

DocuSigned by:
Nicolle Burnham

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Nicolle Burnham
Parks and Public Works Director

Approved as to Form:

DocuSigned by:
Gabrielle Whelan

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Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood

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Wendy Wood, CMC, Town Clerk

AGR 18.208

IHH _____

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on August 7, 2018 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Kier & Wright Civil Engineers and Surveyors, Inc., ("Consultant"), whose address is 2850 Collier Canyon Road, Livermore, CA 94551. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide services as the designated "Acting Town Surveyor" for various land development mapping services as needed.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Request for Statement of Qualifications for Town Surveyor Consultant Services 2018, which is hereby incorporated by reference and attached as Exhibit A. Services will include lot line adjustments, map review, vacations, review of right of way, Certificates of Compliance, plats and legals, dedications/proposed easements, easement abandonment, lot mergers and general land surveying services. The Consultant will review, sign and stamp documents as needed and identified in the State of California Subdivision Map Act on behalf of the Town.
- 2.2 Term and Time of Performance. This contract will remain in effect from August 7, 2018 to June 30, 2023.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$125,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is

brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.


IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:
- | | |
|--|---|
| Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030 | Kier & Wright Civil Engineers and
Surveyors, Inc.
2850 Collier Canyon Road
Livermore, CA 94551 |
|--|---|
- or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.
- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement,

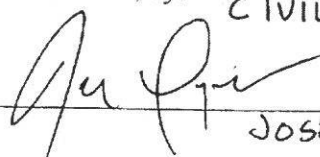
unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

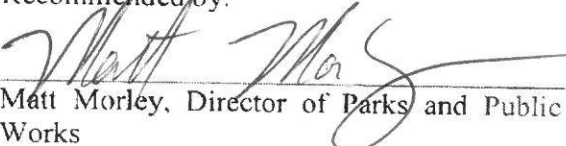


Laurel Prevetti, Town Manager

Consultant, by: KIER & WRIGHT
CIVIL ENGINEERS AND
SURVEYS, INC.


JOSEPH THOMPSON

Recommended by:



Matt Morley, Director of Parks and Public Works

VICE PRESIDENT

Title

Approved as to Form:

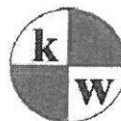


Robert Schultz, Town Attorney



PROPOSAL FOR TOWN OF LOS GATOS RFQ
FOR TOWN SURVEYOR SERVICES

PREPARED BY
KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.
MAY 17th, 2018



2850 Collier Canyon Rd - Livermore, California 94551 - (925) 245-8788 - FAX (925) 245-8796

EXHIBIT A

COVER LETTER

May 17, 2018

Town of Los Gatos
Lisa Petersen, Assistant Director/Town Engineer
41 Miles Avenue
Los Gatos, CA 95030

RE: REQUEST FOR QUALIFICATIONS FOR TOWN SURVEYOR SERVICES

Dear Ms. Petersen,

We are pleased to present the following qualifications to provide the Town of Los Gatos with on-call land surveying consulting services. As a local Bay Area firm, we are extensively experienced in providing efficient, cost-effective surveying services for a wide variety of projects throughout the Bay Area and its surrounding regions, and are providing services similar as those requested in the Town's RFQ for many agencies and municipalities. Since 1972, Kier & Wright has completed thousands of projects throughout the Bay Area. We are confident that we will continue be a good fit for the Town's projects, as we have in the past, and we look forward to this opportunity to continue working with you.

We currently have offices in Livermore, Santa Clara, Ventura, Manteca, and Rancho Cordova. Services for the Town will be managed and provided out of our corporate headquarters in **Livermore**.

With a team of 35 technical land surveying staff based in our Livermore office and 20 additional supporting staff, including a fully equipped team of union field survey crews available for dispatch from this location, we are confident that we have the resources to manage and perform any and all survey tasks for the Town out of our headquarters. However, in the event that the Town's preferred schedule would be better served by concurrent dispatch of field survey crews to all survey sites within the Town, the Town may also utilize the team of 37 technical land surveying staff based 12 miles from the Town offices in Kier & Wright's Santa Clara office. The Santa Clara survey team includes an additional fully equipped team of field survey crews available for dispatch to the Town of Los Gatos.

I, Joe Thompson, a California licensed land surveyor and a principal of the firm, will serve as the primary point of contact for this submission and any resulting project-specific requests for proposals, and will manage and oversee Kier & Wright land surveying projects for the Town. The following is a brief introduction to myself and the other key personnel on our proposed project team.

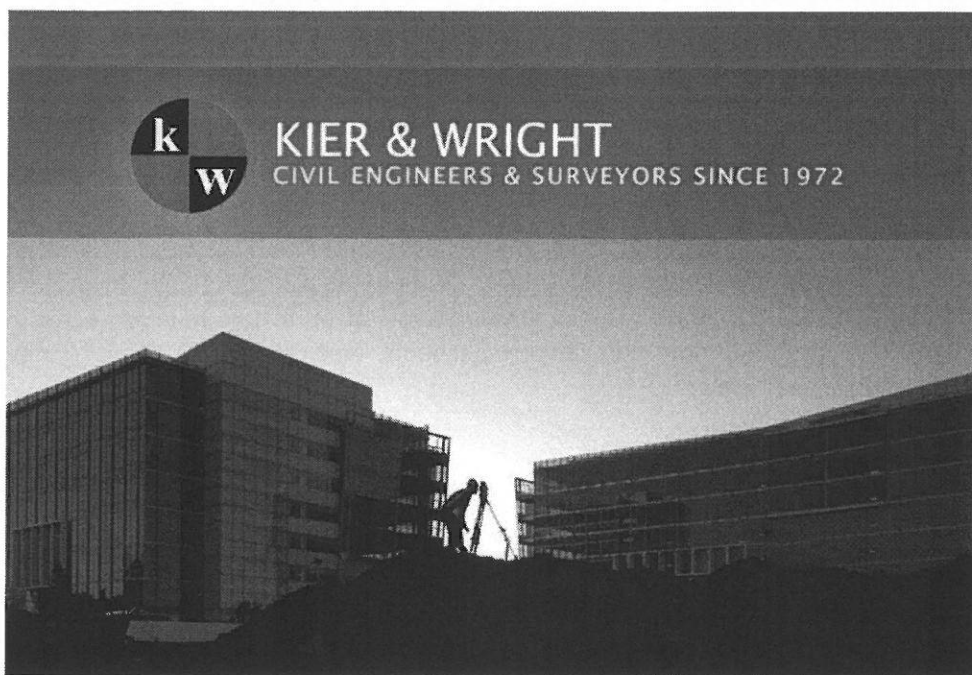
We appreciate the opportunity to provide you with our qualifications. We look forward to continuing our work with you on future projects and we hope this submission meets with your approval. Please feel free to contact me directly with any questions, comments, or requests for additional information.

Sincerely,
KIER & WRIGHT, CIVIL ENGINEERS AND SURVEYORS, INC.



Joe Thompson, PLS | Vice President
Phone: 925.245.8788
Email: jthompson@kierwright.com

FIRM INTRODUCTION



FIRM PROFILE

KIER & WRIGHT | California Corporation | EST. 1972

Kier & Wright is a civil engineering and land surveying firm specializing in land development. As a firm that provides civil design services, we understand the importance of having high-quality, accurate, design-level topographic surveys. Our land surveying department produces topographic surveys for use in our own civil engineering plans. Through this coordination with our in-house civil design professionals, our surveying personnel have an in-depth understanding of the user experience, and know how to produce the optimal product showing the desired level of detail for utilization in the design process. In addition to providing these services for our own design work, Kier & Wright's client base includes numerous architects and engineers who rely on Kier & Wright to provide them with base mapping and design-level topographic surveying for their projects.



Kier & Wright Civil Engineers & Surveyors has been committed to providing both public and private sector clients with high-quality, cost-effective, efficient civil engineering and land surveying services since 1972. Services offered include street and highway design, municipal consultation, utility engineering and the preparation of civil engineering plans for residential, commercial and industrial site developments. Kier & Wright is a California corporation with offices located in Santa Clara, Livermore, Ventura, Manteca, and Rancho Cordova.

The firm is currently staffed by 160 employees, including 17 registered civil engineers and 14 licensed land surveyors. Additional staff includes 72 civil engineering and land surveying technical personnel, 27 administrative and financial support staff and, depending on construction staking demands throughout the year, 20-35 field survey personnel.



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CIVIL ENGINEERS & SURVEYORS, INC.

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Kier & Wright has extensive experience in the following categories of civil engineering and land surveying services:

- Topographic, A.D.A. and boundary surveys.
- Map checking.
- ALTA property surveys.
- "Due Diligence" site investigations.
- Street and highway design.
- Civil Engineering for site development of virtually all types of land development projects. Types of projects designed include corporate campus developments at up to two hundred acres in size, retail shopping centers, apartment complexes, airports, schools, medical facilities, housing developments, parks and automotive dealerships.
- Construction Staking.

Kier & Wright is committed to providing efficient, cost effective services to our clients. Growth of the firm has been due entirely to referrals, repeat business, and the firm's underlying philosophy that demands the highest quality professional service, responsibility to client needs, timeliness and efficiency. Kier & Wright's principals review plans and project schedules continually and are actively involved in the design of all projects prepared by the firm. Our principals and senior staff are well-known in city and county public works departments throughout the San Francisco Bay Area and strive to maintain cooperative and friendly working relationships with public staff.

OUR RESOURCES

Kier & Wright civil and survey staff are experts in CAD drafting and design, and have extensive experience with AutoCAD Civil3D applications. Our civil and survey technicians and staff run Autodesk Civil 3D 2018 on custom-built Dell Workstation Computers with Intel Xeon Processors. All files and data are stored and backed up to secure, off-site data servers.

Kier & Wright field survey crews have the training, experience, and gear necessary to accurately, efficiently, and safely perform all types of field surveying, including boundary and topographic surveys, ALTA surveys and construction staking. Each crew is equipped with a fully stocked truck, digital levels, rods, layout staffs and a Trimble S-series Robotic Total Station with a Trimble TSC3 Data Collector, running the latest Trimble Access software. Our crews use Trimble R-8 and R-10 GNSS receivers and Trimble Business Center Software to adjust traverses by both conventional and GPS methods.

Our field survey operation is one of the most prolific in Northern California. Kier & Wright was the recipient of the California Civil Engineers and Land Surveyors Association's Survey Hours Champion award in 2017, 2015, 2014, 2012, 2011, 2009, 2008 and 2007.

Below are examples of recent on-call surveying contracts for which this proposed staff is successfully providing similar services listed in this RFQ:

- Surveying Services for Alameda County Public Works Agency (2001-Present)
- Surveying services for Alameda County Zone 7 Water Agency (2002-Present)
- Surveying services for City of Pleasanton (1998-Present)
- Surveying services for City of Hayward (2000-Present)
- Surveying services for City of Fremont (1998-Present)
- Surveying services for City of San Leandro (1994-Present)
- Surveying services for City of Dublin (2014-Present)
- Surveying services for City of Walnut Creek (2016-Present)
- Surveying services for City of Milpitas (2017-Present)

REFERENCES AND SIMILAR PROJECTS

REFERENCE: CITY OF FREMONT ON-CALL SURVEYING EXPERIENCE

Client: City of Fremont, Public Works / Engineering Division
 Year: 1998-Present
 Contact: Tom Dougherty, City Surveyor
 Phone: (510) 494-4715
 Managers: Joe Thompson, PLS
 Surveyors: Rod Stewart II, PLS



Project Description:

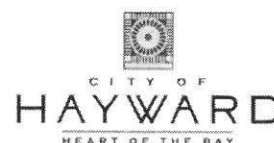
Kier & Wright has been providing on-call surveying services to the city of Fremont since 1998. We have completed over 117 task orders for the City to date. Over our long history with the City of Fremont, we have consistently performed our work on-time and on or under budget. Below are a few examples.

Services Performed Include:

- Topographic survey and area wide Right of Way mosaic compilation for redevelopment and project feasibility studies of the Main Street at Washington neighborhood.
- Professional Land Surveyor for the City of Fremont handling the finalization of the documentation for the Bart Warm Springs extension. This task included the preparation of plats and legal descriptions for City parcels, right of way record maps
- The initial set-up and on-going slide monitoring survey for a street section in the Fremont hills
- Preparation of right of way record maps for Caltrans for the Auto Mall Parkway/Interstate 880 interchange modification project.
- Parcel and Subdivision map checking services and map boundary review service.

REFERENCE: CITY OF HAYWARD ON CALL SURVEYING EXPERIENCE

Client: City of Hayward, Public Works, Engineering and Transportation
 Year: 2000 - Present
 Contact: Dan S. Scott III, City Surveyor
 Phone: (510) 583-4796
 Manager: Joe Thompson, PLS
 Surveyors: Rod Stewart II, PLS



Project Description:

Kier & Wright has been providing both individual project surveying services and on call surveying services to the city of Hayward since 2000. Over the years we have completed numerous contracts for the City. Two of these projects are the Hayward Cannery Project and the B Street at Foothill Projects.

The Hayward Cannery Project scope included topographic and boundary surveys for the initial feasibility study and partial final City design documents on a 70-acre site. The Boundary Survey included the resolution of numerous commercial and residential parcels.

The B Street at Foothill site scope included extensive topographic surveying and boundary resolution for two adjacent smaller sites in the formal downtown portion of the City. All sites had a large amount of improvement and property transfer history that had to be unraveled in order to provide the City with a current platform for orderly development.



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CIVIL ENGINEERS & SURVEYORS, INC.

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Services Performed Include:

- Boundary Surveys that included the resolution of numerous commercial and residential parcels.
- Record of Surveys of the Cannery Redevelopment Area that was used to set the stage for a multifaceted redevelopment project.
- Topographic Surveys for the initial feasibility study and partial final City design documents on a 70-acre site in an older industrial area of the City.
- Parcel mapping services to re-subdivide portions of the Cannery Project.
- Accounting for vast histories of improvement and property transfers for numerous agencies at each site.
- Review of Parcel Maps, Condominium Maps and Tract Maps for technical correctness.
- Review of Legal Descriptions and Plats for Lot Line Adjustments, Misc. Easements and Street Dedications.

REFERENCE: ALAMEDA COUNTY PUBLIC WORKS AGENCY ON CALL SURVEYING EXPERIENCE

Client: Alameda County Public Works Agency
Year: 2001-2004, 2010-2013, 2015 – Present
Contact: Bob Machado, (510) 670-5792
Contact: Michael Rubner, (510) 670-5495
Manager: Joe Thompson, PLS
Surveyor: Rod Stewart II, PLS



Project Description

This project was a design level topographic survey of approximately 2.5 miles of the Alameda Creek Channel from southerly of the Bart Bridge to Decoto road (See Exhibit 1: Alameda Creek Channel). This survey was completed under a compressed schedule and the final delivery was made on a 29 day schedule.

Services Performed Include:

- Deliverables were prepared using AutoCAD Civil 3D formatting
- Creating a precise control network for the survey work to be performed including utilizing a digital level to establish elevations on all survey control points
- Implementing four (4) survey crews all working together at the same time to expedite timing.
- Utilizing four (2) Trimble R-8 GPS rovers from the same base station in order to expedite timing.

REFERENCE: CITY OF DUBLIN ON CALL SURVEYING EXPERIENCE

Client: City of Dublin, Public Works Department
Year: 2014 - Present
Contact: Laurie Sucgang, P.E.
Phone: (925) 833-6630
Manager: Joe Thompson, PLS
Surveyor: Dean Jurado, PLS



Project Description:

Kier & Wright has been providing both individual project surveying services and on call surveying services to the City of Dublin since 2014 and has ensured that each project is prioritized to deliver on-time.



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.

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Services Performed Include:

- Review of Parcel Maps, Condominium Maps and Tract Maps for technical correctness.
- Assist with rewriting Subdivision Mapping review requirements, Subdivision Ordinance Chapters and other Ordinances as requested.
- Review of Parcel Maps, Condominium Maps and Tract Maps for technical correctness.
- Review of Legal Descriptions and Plats for Lot Line Adjustments, Misc. Easements and Street Dedications.

REFERENCE: CITY OF WALNUT CREEK ON CALL SURVEYING EXPERIENCE AND MAP CHECKING

Client: City of Walnut Creek, Public Works Department

Year: 2016 - Present

Contact: Kirsten Hanson, P.E.

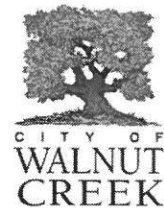
Phone: (925) 943-5899 (ext. 2266)

Contact: Cathleen Terentieff, P.E.

Phone: (925) 943-5899 (ext. 2241)

Manager: Joe Thompson, PLS

Surveyor: Dean Jurado, PLS



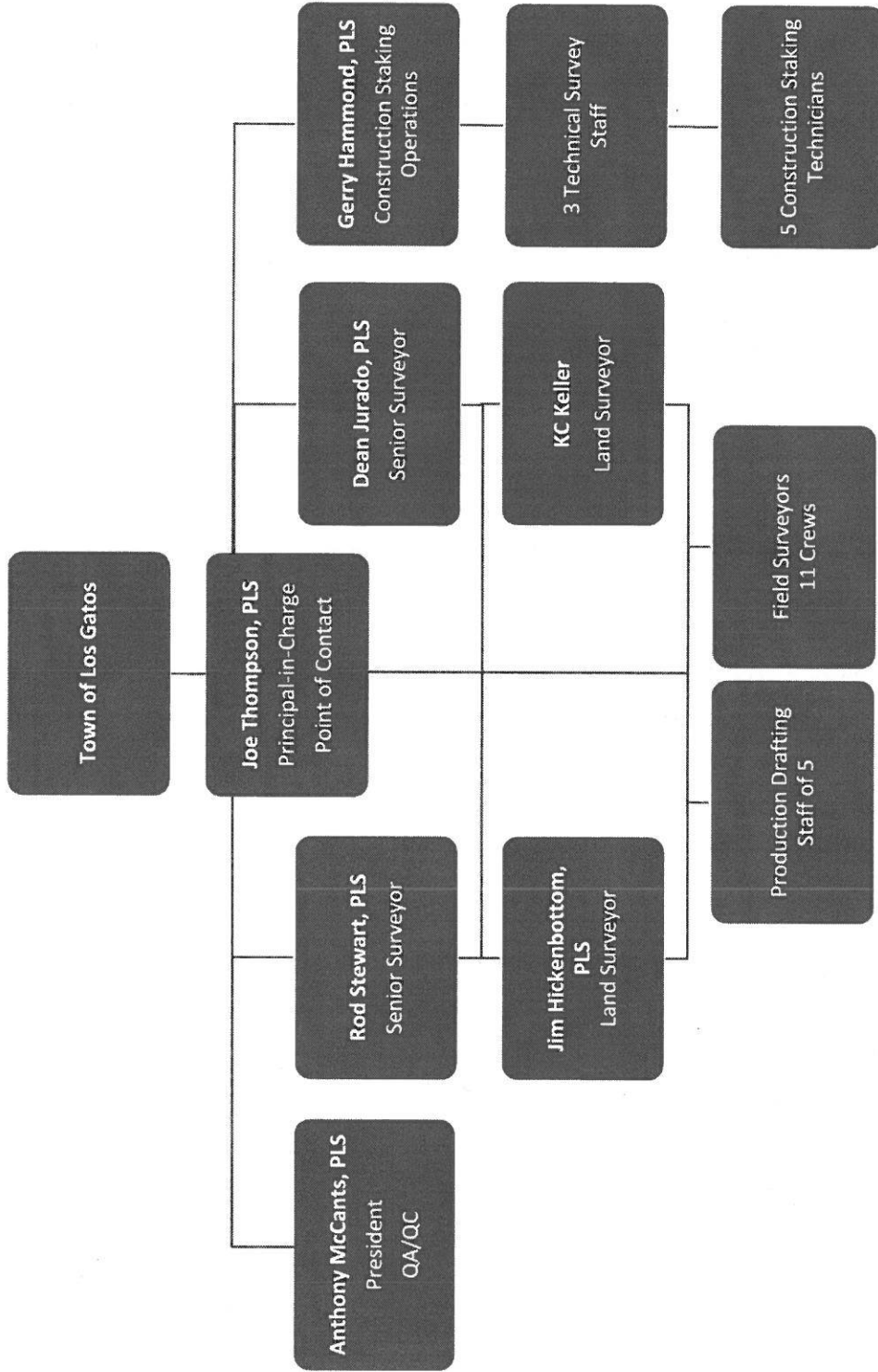
Project Description:

Kier & Wright has been providing both individual project surveying services and on call surveying services to the City of Walnut Creek since 2016.

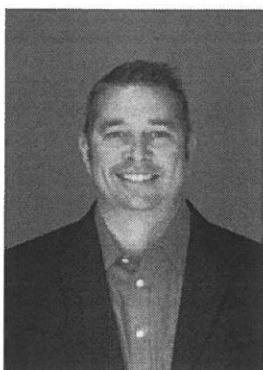
Services Performed Include:

- Review of Parcel Maps, Condominium Maps and Tract Maps for technical correctness.
- Review of Legal Descriptions and Plats for Lot Line Adjustments, Misc. Easements and Street Dedications.

ORGANIZATION CHART



RESUMES



JOE THOMPSON, PLS

Vice President, Project Manager

EXPERTISE

Right-of-Way surveys, parcel maps, record of surveys, Land title surveys, topographic surveys, well surveys, boundary resolution, condominium maps, and ALTA surveys.

BACKGROUND

Mr. Thompson, California P.L.S. 8121, was licensed as a Land Surveyor in July of 2006 and has 20 years of professional experience in the land development field. He is proficient in boundary resolution, mapping, A.L.T.A. Surveys, legal descriptions, monitoring surveys for horizontal and vertical movements, analysis and resolution of public and private title issues, construction setup, monumentation, and topographic surveys. Mr. Thompson is well-versed in the processing and adjusting of control data for GPS static surveys and conventional surveys. Mr. Thompson provides project planning, management, and coordination along with the review of project deliverables and ensures clients are informed on the status of their projects. While at another firm, he was heavily involved in the success of the ADA upgrades at the Google Campus in Mountain View where he performed utility research, base mapping, control surveying, and topographic mapping for several building sites.

REPRESENTATIVE PROJECT EXPERIENCE

- Alameda Creek Bridge – Pleasanton, CA
- Alameda County Water District – Large Diameter Hayward Fault Pipeline Retrofit Project
- Airport Flood Protection Project – Livermore, CA
- Zone 7 Water Agency – Del Valle Water Treatment Plant Superpulsator Rehabilitation Project
- Topographic Survey of De La Salle High School Gym & Theater Areas, Concord, CA
- Tennyson High School High School Design-Level Topographic & Boundary Survey
- Livermore Valley Performing Arts Center – Livermore, CA
- City of Pleasanton I-680 Sewer Project
- City of Pleasanton Vineyard Avenue Sewer Project
- City of Pleasanton Map Review for various Parcel Maps and Tract Maps
- Zone 7 Water Agency – Arroyo Mocho Topographic and Cross Section Survey
- Zone 7 Water Agency – UPRR Parcel Topographic Survey, Plat & Legal Desc., & Site Plan
- Zone 7 Water Agency – Cope Lake Water Transfer Survey Control, Topographic Survey, and Staking
- Alameda County Water District – Large Diameter Hayward Fault Pipeline Retrofit Project
- Various on-call projects for the Cities of Hayward and San Leandro.
- Rosita Park – City of Los Altos, CA

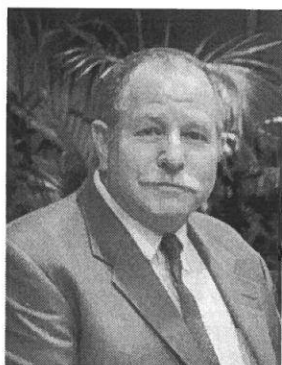
REGISTRATION

- Professional Land Surveying License (PLS) State of California L 8121



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ANTHONY MCCANTS, PLS

President, QA/QC

EXPERTISE

Right-of-Way surveys, parcel maps, record of surveys, Land title surveys, topographic surveys, well surveys, boundary resolution, condominium maps, and ALTA surveys.

BACKGROUND

Mr. McCants, California P.L.S. 5944, joined the Kier & Wright team in March of 1979. He was registered as a Land Surveyor in 1988, and is the firm's corporate president. Mr. McCants has decades of varied experience in land surveying, including extensive construction staking experience. In addition to his experience at Kier & Wright, while working with another local land surveying firm, Mr. McCants was responsible for several large United States Army Corps of engineers mapping projects in Utah and in Merced County, California. Mr. McCants is on the Board of Directors and is a past President of the California & Nevada Civil Engineers & Land Surveyors Association (CELSA). He is currently the co-chairman of the Northern California Surveyors Joint Apprenticeship Committee. As chairman of the NCSJAC, he is involved in charting the future for the Surveyors Apprenticeship program in a direction that will move the next generation of surveying professionals in the direction of a professional surveying career. The program emphasizes a combination of hands on training, a common-sense approach to surveying, professional education and career discipline that provides apprentices with a solid foundation upon which to build a land surveying career. As a working principal, he is actively involved in the day-to-day operations of the firm. He has been honored by the CELSA as having the largest field surveying operation in the northern 46 California counties for 8 out of the last 13 years.

REPRESENTATIVE PROJECT EXPERIENCE

- City of Hayward – Record of Survey and Parcel Map for the Cannery redevelopment area (21-acre site)
- Topographic Survey for De La Salle Track & Practice Field Areas, Concord, CA
- Topographic Survey for De La Salle Swimming Pool, Concord, CA
- Home Depot distribution facility in Tracy for AMB Property (44-acre site)
- Rossmoor Retail Center in Walnut Creek for Washington Capital Management (15-acre site)
- Costco in Danville for Costco Wholesale Corp. (10-acre site)
- Cordes Ranch Project for Prologis in Tracy- survey boundary mapping and supervision (2,300-acre site)
- I-580/I-205 at Mountain House Parkway overpass improvement mapping projects Tracy
- Arch Road Logistics Center, Stockton overall site Record of Survey mapping and Mariposa Road historic alignment retracement.
- Crossroads Business Park, Lathrop onsite survey support for the development team projects.
- Lathrop Industrial Project, Lathrop provided all mapping and survey support for the development team
- Various Surveys for the El Charro Specific Plan Area for the City of Livermore – Livermore, CA
- Alameda Creek Topographic survey for the City of Fremont – Fremont, CA
- Topographic & Cross Section Surveys of East 14th Street & 150th Avenue for the City of San Leandro – San Leandro, CA
- Alameda County Surveyors Office On-Call Contract Manager

REGISTRATION

- Professional Land Surveying License (PLS) State of California L 5944



DEAN JURADO, PLS

Senior Surveyor

Years of Experience: 33

EXPERTISE

Mr. Jurado specializes in all surveying services such as map checking, right of way surveys, record of surveys, land title surveys, topographic surveys, well surveys, boundary resolutions, condominium maps, and ALTA surveys. He excels in AutoCAD Land desktop, AutoCAD Civil 3D, MS Word, MS Excel, and Trimble Business Center.

BACKGROUND

Mr. Jurado, PLS, has 32 years of experience in land surveying. He has been associated with Kier & Wright since 2012 and has extensive experience in land surveying for public and private developments. His specialties include map reviewing and on-call map checking services and well as general land surveying expertise such as topographic surveying and ALTA surveying.

REPRESENTATIVE PROJECT EXPERIENCE

- City of Tracy On-Call Maps & Plat Checking – Tracy, CA
- City of Merced On-Call Map Checking – Merced, CA
- City of Livingston On-Call Maps & Plat Checking – Livingston, CA
- Cisco Campus – San Jose, CA
- Costco Depot – Tracy, CA
- Coleman-Highline (Avaya Stadium) – San Jose, CA
- NVIDIA Campus – Santa Clara, CA
- Santa Clara Town Centre – Santa Clara, CA

REGISTRATIONS

- California Licensed Land Surveyor, PLS 9032

EDUCATION

- General Education and Engineering – San Joaquin Delta College, Merced Junior College, Modesto Junior College

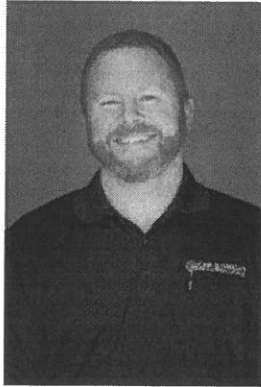
PROFESSIONAL HISTORY

- 33 Years Professional Experience in the Land Development Field since 1985,
- Joined Kier & Wright in 2012



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ROD STEWART II, PLS

Senior Surveyor

EXPERTISE

Right-of-way surveys, Parcel Maps, Record of Surveys, Topographic Surveys, Monitoring Well Surveys, Boundary Resolution, bridge surveying, ALTA surveys, Subsidence Monitoring Surveys and Construction Staking Calculations.

BACKGROUND

Mr. Stewart has 18 years of experience in the surveying including 8 years in the field. His experience includes construction surveying, boundary surveying, mapping, and subdivision work related to land development. Specific survey experience includes construction staking, topographic surveys, benchmark level circuits, elevation monitoring surveys, tentative maps, parcel maps, final maps, condominium plans, plats and legal descriptions, lot line adjustments, lot combinations, and ALTA/ACSM Land Title Surveys. Mr. Stewart is proficient in AutoCAD Civil 3D 2016, Trimble Business Center and fluent with Trimble and Topcon GPS and Total Station field Survey equipment.

REPRESENTATIVE PROJECT EXPERIENCE

- Bay Bridge Demolition Project – Construction Calculations, 3D modeling and Topo – California Engineering Contractors – San Francisco, CA
- Premium Outlets – Construction Calculations Topo, Mapping and Project Management – Livermore, CA
- Pleasanton Subsidence Monitoring – Monitoring Program Management – Zone 7 – Pleasanton, CA
- Oaks Business Park – Construction Calculations, Topo & Mapping – Livermore, CA
- International Park of Commerce – Topo and Boundary – Tracy, CA
- Clorox Campus – Construction Calculations and Project Management – XL Construction – Pleasanton, CA
- Stagg High School Phase 1 Topographic Survey for Stockton Unified School District, Stockton, CA
- Hayward High School Design-Level Topographic & Boundary Survey
- Mt. Eden High School Design-Level Topographic & Boundary Survey
- Tennyson High School High School Design-Level Topographic & Boundary Survey
- Holly Street Interchange – Topo, Boundary and Mapping – San Carlos, CA
- Arch Road Business Park – Topo & Mapping – Opus – Stockton, CA
- Construction Staking Services for Washington High School Improvements, Fremont, CA

REGISTRATION

- Professional Land Surveying License (PLS) State of California L 9225

PROFESSIONAL HISTORY

- 1998 – Present, Kier & Wright Civil Engineers and Surveyors, Livermore, CA



RICHARD J. HICKENBOTTOM, PLS

Project surveyor

Mr. Hickenbottom earned his Professional Land Surveyors License in 2009 and holds over 17 years of combined field and office surveying experience. He has been associated with Kier & Wright since 2013. During this time he has performed surveys for the Alameda County Flood Control & Water Conservation Distirct Zone 7 for level runs and flood channel topographic surveys for District Zones 5 and 6. Mr. Hickenbottom also worked on the yearly level runs for the Santa Clara Valley Water District Alum Rock Loop in San Jose.

KC KELLER

Survey Technician

Mr. Keller became a Kier & Wright team member in 2013 after interning for us. He graduated from Fresno State's Gematics Engineering program in 2012 and holds 8 years of construction staking field experience. Additionally, he has 9 years of experience working with various versions of AutoCAD. Mr. Keller is well versed in the surveying of ALTA's and is skilled in mapping research including parcel maps, property corners, and records of survey. Recently, he has been the survey technician for the Skylark project in Tracy and has been providing conformance surveys for various track projects throughout the Bay Area.

GERRY HAMMOND, PLS

Senior Land Surveyor, Construction Staking Manager

Mr. Hammond, California P.L.S. 8166, was licensed as a Land Surveyor in July of 2006. He is proficient in various construction projects including: residential, mid-rise, shoring, commercial, industrial, transportation, infrastructure projects, boundary resolution, mapping, A.L.T.A. Surveys, legal descriptions, monitoring surveys for horizontal and vertical movements, analysis and monumentation, and topographic surveys. Mr. Hammond is well versed in the processing and adjusting of control networks for conventional and GPS surveys. As Senior Surveyor Mr. Hammond provides project planning, management, and coordination along with the review of project deliverables and ensures clients are informed on the status of their projects. In addition to managing field and office staff, Mr. Hammond also one of Kier & Wright's top performing estimators, providing competitive costs while maintaining Kier & Wright's impressive quality of work.



SUB-CONSULTANTS

Cooper Aerial Surveys Co. (Aerial Surveying)

Cooper Aerial Surveys Co., est. 1966, has provided leading-edge aerial mapping solutions for over fifty years. Their team applies extensive knowledge of computer science to bring Cooper to new heights in technology and innovation. Cooper's approach employs the best of leading-edge technology, the experience of their seasoned team, and incorporates sound aerial mapping best practices.

With an average employee tenure of over 15 years, Cooper Aerial depends on the experience of its seasoned professionals to ensure the balance between best-practice, practical solutions and leading-edge technology. This approach enables them to meet the needs of their clients and deliver successful projects based on their priorities; be it cost- effectiveness, speed of delivery, or levels of data collected.

The Cooper Aerial team offers unparalleled expertise and knowledge of data collection for urban and rural communities as well as vast natural environments.

Cooper's expertise includes but is not limited to:

- Terrestrial, Aerial & Photogrammetric Mapping
- Topographic & Planimetric Survey
- Ortho-Photography
- LiDAR
- Oblique Imagery
- Remote Sensing
- Volume Surveys
- Historic Aerial
- GIS
- Geodata Processing
- Erosion Surveys
- Large-Scale Printing & Plotting
- UAV/Drones



Safe2Core (Underground Utility Locating)

SAFE2CORE personnel have more than 40 years of combined experience in Concrete Scanning, Concrete Cutting, Utility Locating, and CCTV Pipeline Inspection. Their technicians have inspected a wide array of concrete structures, varying from simple inspections, such as locating rebar on concrete walls, to locating post-tension cables in highly complex structural concrete slabs. Their Concrete Cutting operators work in tandem with their Concrete Scanning technicians to insure that no damage is caused to any structural reinforcement or any other embedded targets when destructive work is performed. Their Utility Locating staff is well trained to map underground utility lines prior to excavation or concrete cutting using: GPR Locating, Electromagnetic Detection (EM), and Magnetometers (MAG). Safe2core's CCTV Pipeline inspection technicians hold PACP/MACP/LACP certifications through NASSCO and can help you code defects, assess asset conditions and plan for rehab replacements of your water, drainage, and sewer systems. Safe2core CCTV vans are equipped with the latest Sonde Enabled Main Line and Push Cameras available.



RATE SHEET

HOURLY RATE SCHEDULE

Effective March 1, 2018 through February 28, 2019

PRINCIPAL	\$ 243.00/Hour
PRINCIPAL ENGINEER/SURVEYOR	\$ 221.00/Hour
SENIOR ENGINEER	\$ 192.00/Hour
PROJECT ENGINEER	\$ 179.00/Hour
ENGINEER II	\$ 149.00/Hour
ENGINEER I	\$ 124.00/Hour
SENIOR SURVEYOR	\$ 199.00/Hour
PROJECT SURVEYOR	\$ 177.00/Hour
SURVEY COORDINATOR	\$ 170.00/Hour
SURVEYOR II	\$ 143.00/Hour
SURVEYOR I	\$ 122.00/Hour
ENGINEERING TECH II	\$ 162.00/Hour
ENGINEERING TECH I	\$ 145.00/Hour
SENIOR DRAFTSMAN	\$ 124.00/Hour
DRAFTSMAN II	\$ 103.00/Hour
DRAFTSMAN I	\$ 93.00/Hour
SURVEY TECH	\$ 95.00/Hour
1-MAN SURVEY CREW	\$ 170.00/Hour
2-MAN SURVEY CREW	\$ 275.00/Hour
3-MAN SURVEY CREW	\$ 350.00/Hour
TESTIMONY (TRIAL OR DEPOSITION)	\$ 475.00/Hour
PROJECT COORDINATOR	\$ 102.00/Hour
ENGINEERING COORDINATOR	\$ 88.00/Hour
ENGINEERING / SURVEY INTERN	\$ 51.00/Hour

All blueprinting and reproduction will be billed at cost plus 10%. Time spent for preparation for testimony will be billed in accordance with the above hourly rates



KIER+WRIGHT

HOURLY RATE SCHEDULE

Effective March 1, 2024 through February 28, 2025

Principal	\$ 302.00 / Hour
Principal Engineer	\$ 274.00 / Hour
Senior Engineer Manager	\$ 252.00 / Hour
Technical Manager	\$ 252.00 / Hour
Senior Engineer	\$ 239.00 / Hour
Engineer III	\$ 222.00 / Hour
Engineer II	\$ 185.00 / Hour
Engineer I	\$ 155.00 / Hour
Senior Survey Construction Manager	\$ 246.00 / Hour
Senior Land Surveyor	\$ 246.00 / Hour
Project Surveyor III	\$ 220.00 / Hour
Project Surveyor II	\$ 178.00 / Hour
Project Surveyor I	\$ 152.00 / Hour
Survey Coordinator	\$ 210.00 / Hour
Engineering Tech III	\$ 200.00 / Hour
Engineering Tech II	\$ 181.00 / Hour
Engineering Tech I	\$ 169.00 / Hour
Draftsman / Survey Tech III	\$ 155.00 / Hour
Draftsman / Survey Tech II	\$ 128.00 / Hour
Draftsman / Survey Tech I	\$ 117.00 / Hour
3-Man Survey Crew	\$ 435.00 / Hour
2-Man Survey Crew	\$ 344.00 / Hour
1-Man Survey Crew	\$ 212.00 / Hour
Testimony (Trial or Deposition)	\$ 589.00 / Hour
Project Coordinator III	\$ 144.00 / Hour
Project Coordinator II	\$ 127.00 / Hour
Project Coordinator I	\$ 110.00 / Hour
Engineering / Survey Intern	\$ 64.00 / Hour
3D Laser Scanning Crew	\$ 421.00 / Hour

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

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

EXHIBIT B