

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 1st day of July 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and Advance Design Consultants, Inc., a California corporation whose address is 998 Park Ave. San Jose, CA. 95126 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call architectural services. City staff issued an RFP on March 17, 2025 and after a submittal period of 16 days received eighteen 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. Whereas, the City Council authorized the City Manager to execute this agreement on June 17th, 2025.
- E. The City and Provider desire to enter into an agreement for on-call architectural engineering 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 commence the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. The total five-year compensation for this Agreement shall not exceed \$750,000.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

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

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

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

DS
LRR

Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials,

employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or

their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

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

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

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

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

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

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

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 West Mall Square #110
Alameda, CA 94501
ATTENTION: Mike Billington, Facilities Manager
Ph: (510) 747-7952 / mbillington@alamedaca.gov

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

Advance Design Consultants, Inc.
998 Park Avenue
San Jose, CA 95126
ATTENTION: Lorenzo R. Rios, P.E., Principal
Ph: (408) 297-1881 / Cell: (408) 314-3350 / lorenzojr@adcengineers.com

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

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

18. SAFETY:

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

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of

Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:


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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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


Advance Design Consultants, Inc.
a California corporation

CITY OF ALAMEDA
a municipal corporation

DocuSigned by:

AEAF0628C12B407...

Lorenzo R. Rios, P.E.
CEO

Jennifer Ott
City Manager

DocuSigned by:

BB6324073777454...

Paola Martinez
Secretary


RECOMMENDED FOR APPROVAL

Signed by:

325068B32737491...

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

765D05FB9B18464...

Len Astanian
Assistant City Attorney



RFP: ON-CALL ARCHITECTURAL SERVICES

PREPARED FOR

City of Alameda

ATTN: CHANDRI PATEL, FACILITIES PROJECT MANAGER

PUBLIC WORKS, CITY OF ALAMEDA

950 WEST MALL SQUARE

ALAMEDA, CA 94501

CPATEL@ALAMEDACA.GOV

510.747.7978



SAN JOSE | SACRAMENTO | NEWPORT BEACH | RENO

PRIMARY CONTACT FOR RFP:

LORENZO R. RIOS, PRINCIPAL

LORENZOJR@ADCENGINEERS.COM

408.314.3350

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April 7, 2025

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

Subject: Request for Proposals: On-Call Architectural Engineering Services
Attention: Chandri Patel, Facilities Project Manager

Dear Chandri Patel,

Advance Design Consultants, Inc. (ADC) is pleased to submit the enclosed information for your consideration in response to the RFP to provide On-Call Architectural Engineering Services. Our proposal speaks to the strength of our knowledge and experience serving as a Prime Consultant on similar projects. ADC confirms that the firm has reviewed the City's sample agreement (Exhibit B of RFP documents) and that if selected for this contract, it will accept the agreement as written and abide by all of the Terms.

The Firm. Advance Design Consultants, Inc. offers a tremendous wealth of mature knowledge and its level of experience and attention to detail surpasses most industry leaders. Throughout the industries served, and with a focus on Architectural and MEP Engineering, we take pride in the delivery of sustainable solutions while balancing economic, environmental, and reliable design. With decades of expertise in Architectural designs, and a roster of comprehensive services available to City of Alameda, our firm will support every stage of any projects assigned under this On-Call contract. Conducting efficient, effective job site investigations and providing quality control during the entire design process leads our designs to be extremely accurate and very detailed. As a result of this, the majority of our clients are satisfied repeat customers.

Executive Summary. Advance Design Consultants, Inc. is a corporation with headquarters in San Jose, CA and a local offices in Sacramento, Reno & Newport Beach. Local staff from the San Jose & Sacramento offices will be available to support any on-site needs. The primary contact for this proposal is Lorenzo R. Rios, PE who is Principal Owner of ADC. His contact information is enclosed with his signature. The firm is experienced in, qualified for, and committed to serving City of Alameda's needs in all tasks related to the title RFP.

Outstanding Local Government Performance. As a firm, we have developed a reputation for excellence and unequalled timeliness and budget performance with local cities/government with over 14 recent projects completed for the City of San Jose, City of Palo Alto, City of Santa Clara, City of Menlo Park, City of Monterey, and City of Fremont in the last 18 months. With essentially the same team and same Senior Staff proposed for this contract, we met every intermediate and final deadline, and completed each project within the desired budget.

Project Delivery Approach. From our prior experience, we know that the success of any project is to assign highly experienced individuals who understand the project policies and procedures and who have been through the planning, design, and construction phases of projects that can be expected. Lorenzo A. Rios, PE is the Founding Principal of ADC. For the last 40 years, he and the ADC team have completed hundreds of projects for Local and Federal Government agencies. These projects' requirements range from studies, planning, full detailed designs or construction support services and range in size from full building designs to small retrofits or upgrades.

Architecture | Engineering | Construction
San Jose | Sacramento | Newport Beach | Reno



We trust the City of Alameda will give us an opportunity to demonstrate personally that ADC matches the qualifications required for the completion of any project that would be assigned under this Architectural Services Contract. The firm is committed to meeting the City's needs and continuing an on-going relationship for the future.

Sincerely,
Advance Design Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Lorenzo Rios".

Lorenzo R. Rios, PE*
Principal
lorenzojr@adcengineers.com
P: (408) 314-3350
F: (408) 294-3186

* Contact person for this RFQ

1.

FIRM PROFILE & QUALIFICATIONS

FIRM PROFILE

Consultant Information

Established in 1984, Advance Design Consultants, Inc. (ADC) is an integrated team of architects, engineers, designers, planners, consultants and technical specialists offering a wide range of professional services. ADC has extensive experience in providing Architecture and MEP Engineering Services for local municipalities and government entities similar to the City of Alameda. In addition to various single-project contracts, ADC currently has IDIQ, MTA or On-Call Retainer contracts to provide Architectural and/or Engineering services with the City of San Jose, City of Sunnyvale, City of Menlo Park, City of Monterey, City of Fremont, City of Scotts Valley, County of San Mateo, City of Carmel-by-the-Sea, City of Union City, City of Vallejo, as well as and Judicial Council of CA, Orange County Superior Court, CalVet, and CA Military Department. Projects under these contracts include community centers, administrative facilities, public buildings, health care facilities, pump stations, county jails, data centers, City systems, transportation facilities, parking structures, and miscellaneous public spaces.

ADC's in-house disciplines include; Architecture, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Process Engineering and Controls Engineering. In order to strengthen our core team of disciplines, ADC has developed long-lasting relationships with sub-consultants that we work with on a project-by-project basis. ADC typically hold 95% of its contracts as the prime contractor.

ADC is confident it can serve as Prime and provide all Mechanical/Plumbing/Process Piping Engineering services that may fall under this agreement in-house.

Firm:	Advance Design Consultants, Inc. (ADC) (o) 408-297-1881 adcengineers.com
Office Locations:	4 Corporate Headquarters - 998 Park Avenue, San Jose CA 95126 1610 R Street, Suite 300, Sacramento, CA 95811 4695 McArthur Court, 11th Floor, Newport Beach, CA 92660 200 S. Virginia, 8th Floor, Reno, NV 89501
Year Established:	1984
Type of Organization:	Corporation
Point of Contact:	Lorenzo R. Rios, PE Principal 998 Park Avenue San Jose, CA 95126 lorenzojr@adcengineers.com Phone: (408) 314-3350 Fax: (408) 294-3186
Current Employees:	24
Business Size Determination:	Small Business Enterprise (SBE)
DUNS number:	13-163-1947
Federal Tax ID:	77-0046221
DIR Number:	1000043461

FIRM QUALIFICATIONS

Advance Design Consultants, Inc. (ADC) is an integrated team of architects, engineers, designers, planners, consultants and technical specialists offering a wide range of professional services. The firm has over 40 years of experience working for municipal entities performing services like those needed for this On-Call Architectural Services contract.

Firm Competency and Discipline Expertise

Recognizing that projects are dynamic and require a myriad of disciplines and services providing support to be successful, Advance Design Consultants, Inc. has an adaptive and flexible list of service opportunities to assist with your ongoing engineering, consulting, planning and construction needs. We offer full service engineering, from analysis through implementation with experienced professional mechanical, electrical, process piping, and plumbing engineers. Our architects work alongside our engineers to develop comprehensive building designs that are coordinated across all disciplines and of the highest constructibility. Additionally, with multiple LEED-AP professionals on our team in different roles, sustainability and improved efficiency are always a key consideration in the development of our designs.

The ADC staff is constantly developing their professional skills and/or working toward further certifications. Currently, two staff members from Advance Design Consultants are preparing for their PE or AIA License Exams and other senior professionals are working to become LEED AP certified. Advance Design Consultants, Inc. also encourages its management and staff to remain involved in industry organizations such as American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), U.S. Green Building Council (USGBC), Association of Energy Engineers (AEE), Institute of Electrical and Electronics Engineers (IEEE) and the American Institute of Architects (AIA).

Architecture

Advance Design Consultants, Inc. understands the environment around you in a way where all elements collide in a perfect harmony of design, form and function. Our team of architects collaborate with technical and design experts to create innovative architectural designs that integrate best practices and cutting-edge technology. ADC's architects have designed state-of-the-art facilities including government infrastructure and buildings, high-tech facilities, corporate campuses, clean rooms, and commercial interiors.

Our project managers take the time to listen to our clients and help our clients prioritize strategic architectural design goals within real-world project constraints. We provide innovative design solutions implemented using state-of-the-art technology throughout all phases of our design services. With a commitment to excellence, we partner to develop a trustworthy relationship with our clients. Our knowledgeable and diverse staff provide innovative, professional design services that fulfill our clients' needs, adhere to our clients' budget and provide build-able solutions that create functional spaces within aesthetically-crafted environments.

At ADC, we believe in constantly working to evolve the way we design and engineer buildings, and by applying lean thinking we focus on streamlining processes, schedules, budgets, teams and infrastructure to eliminate waste and deliver architecture that is efficient and of the highest quality, flexibility, scalability and longevity for our clients.

The firm currently holds five (5) AE Indefinite Delivery (IDIQ) contracts or Multi-Task Agreements (MTA) with California government agencies and two (2) Architecture-specific Retainer contracts. Projects under these contracts include renovations of community centers, administrative facilities, health care facilities, county jails,

civic centers, courthouses and miscellaneous public spaces.

The following is information on a few of the types of architectural design services ADC provides:

Programming

Successful projects are designed through a thoughtful analysis of the actual client need—and we provide quality architectural programming as the key to creating functional buildings. We don't design buildings—instead we build a strong conceptual foundation on which to anchor design. Through our focus and dedication to this practice, we have proven expertise in pre-project planning and programming.

Interior Design

Advance Design Consultants, Inc. designs interior spaces for a wide variety of corporate, government, educational, industrial and community-based environments. We know the right interior space can create higher productivity, greater creativity and innovation, and even increased sales and perception of your organization. Our designers work strategically and collaboratively to deliver customized, quality and sustainable designs that meet our clients' needs and infuse your personality into a space. Success for us means designing not just for visual impact, but also for health, comfort, flexibility and ease of use. Our experience ranges from offices to hotels, academic and federal buildings, to entertainment and community venues.

Our Interior Design services include programming, space planning, conceptual development, construction drawings, specification documentation, project management, site review, furniture/lighting and more.

Exterior Design

At Advance Design Consultants, Inc. we are passionate about creating building designs that not only are highly functional, but that fit our client's essence and brand. We know that the exterior of your building can impact the way your clients, partners, clientele and employees feel about your company. That means addressing exterior design through a collaborative and integrated approach which unites all stakeholders and design staff on one team to invent spaces together, comprehensively. Our exterior building designs will help you ensure that your facility not only meets your operational needs but is aesthetically pleasing and consistent with your company image and culture.

Facilities Management

At ADC we understand the built environment from the foundation on up, and partner with Facilities teams every day to give expert insight covering all aspects of a building or facility's operation and maintenance throughout its life cycle. Our advice, technical and management support to building owners and operators is flexible and adaptable to their evolving needs and focuses on integrating quality control, sustainable and cost-saving measures into the infrastructure to maximize ROI and resiliency. Whether providing expertise you can rely on to shape your strategic planning decisions, or coordinating your construction team and guiding them through a successful build, Advance Design Consultants' years of experience, comprehensive technical expertise, and passion for innovation will fulfill your FM needs.

Sustainable Infrastructure / Energy Strategy / LEED Certifications

ADC designs with the future in mind, and that's why we can offer the best expert advice for your team when making crucial decisions about the future of your buildings' infrastructure. Starting from the beginning by defining your businesses comprehensive goals, our team can evaluate, analyze, recommend, design and plan a sustainable infrastructure custom fit to your business and that optimizes cost-savings and efficiency. ADC can

help your architectural, engineering, consulting and planning needs in any of the following LEED categories: New Construction & Major Renovations; Existing Buildings Operations & Maintenance; Commercial Interiors; Core & Shell Development; Retail; Schools; Healthcare.

We collaborate with technical, commercial, planning and policy experts to help clients make informed tactical decisions to improve performance through energy and carbon management. With energy audits, consumption studies or facilities condition assessments, we set highly precise baselines so that clients can establish defined goals, examine feasibility and track progress.

Additional Disciplines Offered - Electrical Engineering; Mechanical Engineering

Our **Electrical Engineers** are experienced in all aspects of building infrastructure systems designs including: commercial/industrial Power Distribution systems, Diesel Generators and UPS, Alternate Energy Systems, Critical Facilities, Interior/Exterior Lighting, Lighting Control Systems, Sub-Station with Controls, Complete Building Automation design/retrofits, Fire Monitoring, Alarm/Smoke, Venting Systems, Short Circuit Analysis, Office Core and Shell Design, Computer Room USP Design and Specification, Emergency Power Generation, Retail Big Box Design, Site Photometric Analysis, Generator Design and Specification and Cogeneration Plants. In addition, ADC provides electrical system studies and engineering design for modifications to electrical Power, Control, Signaling and Communication Systems.

Our **Mechanical Engineers** are experienced in all aspects of building and infrastructure systems designs including: Commercial/Industrial Central Plant Heating and Cooling Systems, Boiler Design, Chiller Design, Cooling Tower Design, Control Design, Pumping Systems, Heating water, chilled water, and condenser, Water Piping Systems, Glycol Feed Systems, Office VAV Systems, Constant Volume Systems, Heat Pump Systems, Temperature Control Systems, Geothermal Systems, Radiant In-Floor Heating Systems, Existing System Renovations and Remodels, Lab Exhaust Fan Systems, ISO Certified Clean Room Systems, Exhaust systems for industrial applications, Air Scrubber Systems.

Our **Plumbing Engineers** are experienced in all aspects of building and infrastructure systems designs including: Commercial waste and vent systems, Commercial domestic water and hot water systems, Central domestic water heating plant design, Storm water systems, Storm water pre-treatment systems, Commercial plumbing systems design, Grease waste systems, Sump pump/sewage ejector/lift station design, Medical gas systems for hospitals and clinics, Medical gas systems and Vacuum systems. Together they are capable of assessing all Mechanical aspects of building and systems that fall under this contract.

Local Presence

Advance Design Consultants, Inc. 's corporate headquarters are located at 998 Park Avenue, San Jose CA 95126 less than 60 miles from both Alameda City Hall and the Public Works office. Key staff and design efforts will be managed from this office. Additionally, the firm has an office located at 1610 R Street, Suite 300, Sacramento, CA 95811 roughly 90 miles from Alameda. Staff from both offices will be available to support any on-site needs.

2.

PROJECT TEAM QUALIFICATIONS

PROJECT TEAM QUALIFICATIONS

Advance Design Consultants, Inc. (ADC) has provided a team that are well equipped to handle any project that would fall under an On-Call Architectural Services Contract. ADC offers the following key personnel:

EXECUTIVE & PROJECT MANAGEMENT TEAM

Our **Executive & Project Management Team** are experienced licensed engineering professionals who have lead engineering and design teams for decades. They are experts in their fields and each bring a unique perspective to our firm to provide clients with a well-rounded and diverse base of knowledge. Should ADC be awarded this contract, Lorenzo R. Rios will serve as Project Executive/Manager and have support from our Assistant Project Manager & Project Coordinator and other support staff.

- **Lorenzo A. Rios, MS, PE**, registered electrical and mechanical engineer, and licensed contractor in the State of California, is the Founding Principal and will serve in an advisory and oversight role for the firm. Mr. Rios has over 45 years of multi-disciplinary engineering experience overseeing, managing, and participating in every part of the design process and construction process. His experience includes working extensively with HVAC systems, process piping, fire protection, plumbing, power distribution, motor control centers, generators, boiler installation and replacement, tool installations, and programmable logic control. Lorenzo's multi-disciplinary background allows him to oversee projects with a deeper understanding of all aspects of the buildings.
- **Lorenzo R. Rios, PE**, registered mechanical engineer in the State of California, Principal and Project Executive will ensure the quality of the services provided by the firm. His 20 years of experience include a wide range of technical and communication skills which can be applied to an assortment of industries. His primary focus has been in the semi-conductor clean room industry and commercial/industrial building improvements. His expertise is the engineering design complex facilities in which hazardous products are used in product development along with complex manufacturing tools and equipment. As a Thermal Fluids focus in mechanical engineering, Lorenzo has an extensive knowledge of complex mechanical systems which he applies to all projects he manages. His experience is multi-disciplinary and he is well versed in the electrical engineering, structural engineering and building design standards as well. As Project Executive, Lorenzo will ensure will ensure that the project is well staffed to deliver a quality product within the time and budget established.
- **Kenna Lumos**, Project Coordinator, will be assigned to maintain clear and timely communications in the project from beginning to end. She will coordinate collaboration, complete meeting minutes, and assist with scheduling of meetings, both internal and external. Ms. Lumos is an expert in Procore, MS Suite programs, and other specification and scheduling programs that have been very useful in Public Works projects.

ARCHITECTURE

Our **Architects** are experienced in all aspects of building and infrastructure systems designs and are well equipped to design any Architectural needs of the City of Alameda. Our Architecture Team collaborates with technical and design experts to create innovative architectural designs that integrate best practices and cutting-edge technology. ADC's architects have designed state-of-the-art and award winning facilities including government infrastructure and buildings, high-tech facilities, corporate campuses, clean rooms, and commercial interiors.

- **Jim Morelan, AIA**, will serve as Senior Architect for projects under this contract. Mr. Morelan is Certified Architect in California with 50 years of architectural experience. Mr. Morelan is responsible for the design of

architectural elements including ADA, interior design, space planning and ingress and regress paths. He has significant experience in District State Architect (DSA) processes and procedures.

- **Jose Aguirre**, Senior Architect Designer, will support the Architect under this contract. Mr. Aguirre has his Bachelor's degree in Architecture from Architecture Instituto Tecnologico de Mexico. He brings over 14 years of experience in ADA, interior design, space planning, feasibility studies, building code research, ingress and regress paths.
- **Zain Almasarani**, Architectural Designer, will provide additional architectural support.
- **Roger Sotelo**, Sr. REVIT Designer, will provide REVIT/CAD design/drafting services.

ADDITIONAL DISCIPLINES PROVIDED BY ADC - ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING

Our **Electrical Engineers** are experienced in all aspects of building infrastructure systems designs and are well equipped to design for any Electrical Engineering needs within the Scope.

ADC Electrical personnel that may be assigned to the project, as necessary, include:

- **Alex Hernandez, PE**, Senior Electrical Engineer
- **Fernando Sepulveda**, Electrical Engineer
- **Mario Cuellar**, Senior Electrical Designer/BIM

Our **Mechanical Engineers** are experienced in all aspects of building and infrastructure systems designs. Together they are capable of assessing all Mechanical aspects of building and systems that fall under this contract.

Additional ADC Mechanical Engineering personnel that may be assigned to the various projects include:

- **Gewargis Youssefi, PE, LEED AP BD+C**, registered mechanical engineer
- **Rudy Alanis, PE**, registered mechanical engineer
- **Dina Aljuburi, MBA, LEED AP**, mechanical engineer
- **Jordan Taxon**, mechanical designer

SUB-CONSULTANTS

In order to strengthen our core team of disciplines, ADC has developed long-lasting relationships with sub-consultants that we work with on a project-by-project basis. These partnerships with are with sub-consultants such as structural, civil, fire protection and geotechnical engineers, landscape architects, asbestos and lead abatement specialists, code/permitting consultants, and specific technical experts who further expand our outreach and provide resources and insight to ADC's already multi-disciplined and experienced team. Nevertheless, ADC typically holds 95% of its contracts as the prime contractor.

Between ADC's in-house personnel and network of sub-consultants, we are fully able to provide any civil, structural, or other disciplines needed as part of this contract. Per the possible disciplines needed indicated in the RFP, we have designated the following sub-consultants for this contract: Mission Engineers, Inc. (Civil); Biggs Cardosa Associates, Inc. (Structural); Kellco Services, Inc. (Asbestos & Lead Abatement); Merrill Morris Partners (Landscape Architecture). Architecture, Mechanical Engineering and LEED Certification will be handled by in-house staff. All sub-consultants work directly with the Project Manager who ensures the quality and timeliness of all work. Our partners are organizations that share our purpose and passion, teaming with ADC to drive innovation and sustainability through every aspect of a project to exceed client expectations and industry standards.

ORGANIZATIONAL CHART

- Primary Architectural Team
- Additional Available Team Members



Executives & Project Management




Lorenzo R. Rios, PE
Principal & Project Executive




Lorenzo A. Rios, PE
Founding Principal


Project Support



Veronica Ceja
Accounting Clerk



Kenna Lumos
Project Coordinator



Paola Martinez
Operations Manager & Specifications

Mechanical / Plumbing Engineers



Gewargis Youssefi, PE LEED AP
Senior Mechanical Engineer



Rudy Alanis, PE
Mechanical Engineer



Dina Aljuburi, MBA, LEED AP
Mechanical Engineer (also listed above)



Jordan Taxon
Mechanical Designer

Architecture



Jim Morelan, AIA
Senior Architect



Jose Aguirre
Senior Architectural Designer REVIT & CAD



Zain Almasarani
Architectural Designer



Roger Sotelo
Sr. REVIT Designer

Electrical Engineers



Alex Hernandez, PE
Senior Electrical Engineer



Fernando Sepulveda
Electrical Engineer II, Energy & Title 24



Mario Cuellar
Senior Electrical Designer/ BIM

Support Staff

AutoCAD - BIM - REVIT - NavisWorks Support Staff

Specification Writers, Administrative Staff

Subconsultants

Civil Engineering

Mission Engineers, Inc.
Daniel Nunes, PE
Principal Civil Engineer

Asbestos & Lead Abatement

Kellco Services, Inc.
Tim Cannard
VP/Principal Abatement Consultant

Structural Engineering

Biggs Cardosa Associates, Inc.
Kathy Dillon, PE, SE
Principal Structural Engineer

Landscape Architecture

Merrill Morris Partners
John Potis
Sr. Assoc. Landscape Architect



Lorenzo A. Rios, PE

FOUNDING PRINCIPAL

Mr. Rios is the Founding Principal of Advance Design Consultants, Inc. Lorenzo holds a Master's of Science in Mechanical Engineering, a Bachelor's of Science in Electrical Engineering, and has over 40 years of multi-disciplinary engineering experience. Mr. Rios maintains active Mechanical and Electrical Engineering licenses as well as a Class B Contractors License with his company, ADC Construction Management. He has extensive experience overseeing, managing, and participating in every aspect of the design and construction process. His experience includes working extensively with HVAC systems, process piping, fire protection, plumbing, power distribution, motor control centers, boiler installation and replacement, tool installations, and programmable logic control.

SELECTED EXPERIENCE

City of San Jose | *Camden Community Center Shelter*
San Jose, California

City of San Jose | *Fossa Night House*
San Jose, California

City of San Jose | *Convention Center HVAC Controls Upgrade*
San Jose, California

City of Dublin | *HVAC & Roof Replacement*
Dublin, California

Judicial Council of California | *Supreme Court - CHP TI*
San Francisco, California

Judicial Council of California | *Bellflower Courthouse Generator*
Bellflower, California

California Military Department | *Camp Roberts*
Camp Roberts, California

California Military Department | *Camp Roberts B6428 Renovation for JLTV*
Camp Roberts, California

City of Palo Alto | *Ventura Upgrades*
Palo Alto, California

City of Palo Alto | *Replace Switchgear and Motor Control Center*
Palo Alto, California

Veterans Administration Medical Center | *PRRC*
Martinez, California

Veterans Administration Medical Center | *Construct Outpatient Mental Health Services*
Mather, California

TDK/Headway | *Building 1* | *Phase 1 Expansion*
Milpitas, California

EDUCATION | PROFESSIONAL LICENSE

Master of Science, Mechanical Engineering
University of Texas at Austin

Bachelor of Science, Electrical Engineering
University of Texas at Austin

Professional Engineer
California #M21000 - 1981
California #E10342 - 1980

Contractors License
California #750193 - Class B

AFFILIATIONS

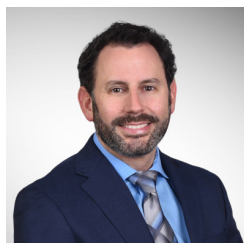
American Society of Heating, Refrigerating and Air-Conditioning Engineers
Member

International Society for Pharmaceutical Engineering
Member

International Facility Management Association - Silicon Valley
Member

Rotary Club of Santa Clara
Member

Architecture | Engineering | Construction
San Jose | Sacramento | Newport Beach | Reno



Lorenzo R. Rios, PE

PRINCIPAL/PROJECT EXECUTIVE

Lorenzo R. Rios is Principal at Advanced Design Consultants, Inc., and as such he serves as a Project Executive is managing several architectural/engineering design projects for many of the company's clients. His 20+ years of experience include a wide range of technical and communication skills which can be applied to an assortment of industries. His primary focus has been in the semi-conductor clean room industry and commercial/industrial building improvements. His expertise is the engineering design complex facilities in which hazardous products are used in product development along with complex manufacturing tools and equipment. As a Thermal Fluids focus in mechanical engineering, Lorenzo has an extensive knowledge of complex mechanical systems which he applies to all projects he manages. His experience is multi-disciplinary and he is well versed in the electrical engineering, structural engineering and building design standards as well.

SELECTED EXPERIENCE

Judicial Council of California | *Supreme Court - CHP TI*
San Francisco, California

Judicial Council of California | *Attorney-Client Interview Room*
San Jose, California

City of San Jose | *Camden Community Center Shelter*
San Jose, California

City of San Jose | *City National Civic Auditorium | New HVAC System*
San Jose, California

City of San Jose | *Fossa Night House*
San Jose, California

City of Sunnyvale | *Renovations for Internal Affairs at Community Center*
Sunnyvale, California

City of Dublin | *HVAC & Roof Replacement*
Dublin, California

City of Fremont | *Development Center*
Fremont, California

California Military Department | *Camp Roberts*
Camp Roberts, California

County of Marin | *Juvenile Hall HVAC System Replacement*
San Rafael, California

City of Brentwood | *Water & Wastewater Treatment Plant Expansion*
Brentwood, California

Veterans Administration Medical Center | *Building 650 1st Floor Renovation*
Mathers, California

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Science, Mechanical Engineering
San Jose State University

Professional Engineer
California #M36814 - 2013

AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers
Refrigeration Chair & Member

Association for Facilities Engineering
Member

U.S. Green Building Council
Member

Architecture | Engineering | Construction
San Jose | Sacramento | Newport Beach | Reno



Jim Morelan, AIA

SENIOR ARCHITECT

Mr. Morelan holds a Bachelor's of Architecture from the University of Kansas. Mr. Morelan is Certified Architect in California with 50 years of architectural experience. Mr. Morelan is responsible for the design of architectural elements including ADA, interior design, space planning and ingress and regress paths. He has ample experience in District State Architect (DSA) processes and procedures.

SELECTED EXPERIENCE

California Military Department | *Camp Roberts*
Camp Roberts, California

California Military Department | *Camp Roberts B6428*
Renovation for JLTV
Camp Roberts, California

Judicial Council of California | *Supreme Court - CHP TI*
San Francisco, California

City of San Jose | *Camden Community Center*
San Jose, California

Santa Clara County | *Elmwood Correctional Facility* |
Controls Upgrades
San Jose, California

City of Vallejo | *Full MEP Services for Design Vallejo Transit*
Center
Vallejo, California

City of Palo Alto | *Lucie Stern Buildings*
Palo Alto, California

City of Palo Alto | *Ventura Upgrades*
Palo Alto, California

County of Marin | *Juvenile Hall HVAC System Replacement*
San Rafael, California

City of Brentwood | *Water & Wastewater Treatment Plant*
Expansion
Brentwood, California

Veterans Administration Medical Center | *B650*
Seismic Deficiencies Correction and 1st Floor Renovations &
Expansion
Mather, California

Veterans Administration Medical Center | *Construct*
Outpatient Mental Health Services
Mather, California

Lawrence Berkeley National Lab | *Building 77* | *M, E, A*
Upgrades

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Arts, Architecture
University of Kansas

Architect
California C5471 - Issued: 1968

AFFILIATIONS

American Institute of Architects (AIA)
Member

Architecture | Engineering | Construction
San Jose | Sacramento | Newport Beach | Reno



Jose Aguirre

SENIOR ARCHITECTURAL DESIGNER

Mr. Aguirre has his Bachelor's degree in Architecture from Architecture Instituto Tecnologico de Mexico. He brings over 12 years of experience in ADA, interior design, space planning, feasibility studies, building code research, ingress and regress paths.

SELECTED EXPERIENCE

Judicial Council of California | *Supreme Court - CHP TI*
San Francisco, California

Judicial Council of California | *Attorney-Client Interview Room*
San Jose, California

California Military Department | *Camp Roberts*
Camp Roberts, California

California Military Department | *Van Nuys Armory Fire Protection*
Van Nuys, California

City of San Jose | *Camden Community Center Shelter*
San Jose, California

City of Palo Alto | *Lucie Stern Buildings*
Palo Alto, California

City of Dublin | *HVAC & Roof Replacement*
Dublin, California

FDIC | *Lighting Design*
San Francisco, California

Arista | *3510 Bassett MEP*
Santa Clara, California

Arris/Ruckus Wireless | *Tenant Improvements and Data Center Buildout*
San Mateo, California

ABIDE | *90 7th Street First Impressions*
San Francisco, California

Veterans Administration Medical Center | *B650 Seismic Deficiencies Correction and 1st Floor Renovations & Expansion*
Mather, California

Veterans Administration Medical Center | *Construct Outpatient Mental Health Services*
Mather, California

EDUCATION | PROFESSIONAL LICENSE

Bachelor of Arts, Architecture
Instituto Tecnologico de Mexico - Campus Tepic, Nayarit, Mexico

BIM Diploma Program
Evergreen College

Architecture Program
West Valley College

Auto CAD
Santa Clara Adult Education

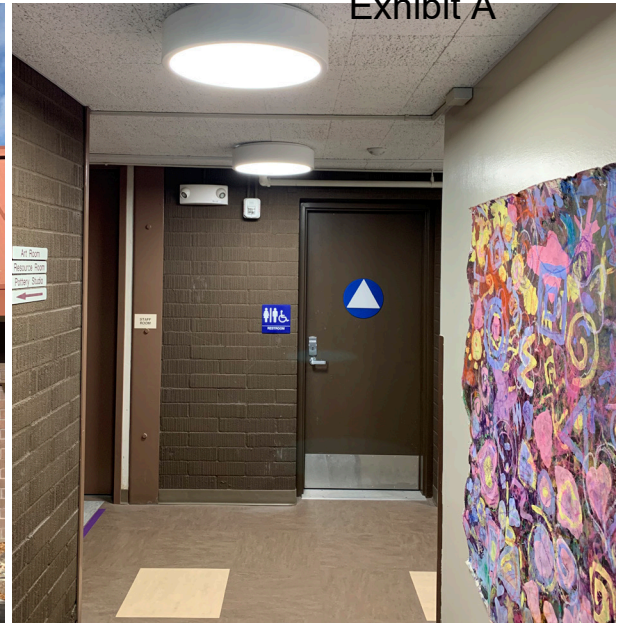
AFFILIATIONS

American Institute of Architects (AIA)
Member

Architecture | Engineering | Construction
San Jose | Sacramento | Newport Beach | Reno

3.

RELEVANT EXPERIENCE & REFERENCES



CITY OF SUNNYVALE | RENOVATIONS AT INTERNAL AFFAIRS AT COMMUNITY CENTER

Services: AMEC

Address: 550 E. Remington Drive, Sunnyvale, CA

Contract Amount: \$27,010

Performance: Sept 2021 - Aug 2022

Stand-Alone Project or On-Call Service Contract: Task Order Under On-Call Contract

Client Contact: Michael Frederick; MFrederick@sunnyvale.ca.gov; (408) 730-7565

Participating Individuals from Proposed Team: Lorenzo A. Rios, PE - Founding Principal; Lorenzo R. Rios, PE - Principal/Project Executive; Kenna Lumos - Project Coordinator; Alex Hernandez, PE - Lead Electrical Engineer; Mario Cuellar - Electrical Designer; Gewargis Youssefi, PE, LEED AP - Lead Mechanical Engineer; Jordan Taxon - Mechanical Designer; Jose Aguirre - Architectural Designer; Mission Engineers - Civil

The first component of this project included tenant improvements to Classrooms within the Arts and Crafts Building.

The classrooms were partitioned into meeting rooms and small offices for the use of Department of Public Safety Internal Affairs. The sliding glass doors were replaced with a standard door frame and fully accessible door including operator, with adjacent windows. A keyless card access control system to the exterior Meeting Room entrance was designed.

The scope for offices within the Arts and Crafts Building, included improving and upgrading the room which was being used as a storage room and turned into office space. Additionally, a keyless card access control system was designed to the existing doorway as well.

Keyless card access control system at Plaza entrance/exit doorways were designed, including running electrical to door locations. Additionally, doors and hardware were replaced.

ADC also designed improvements to a workroom, turning it into a storage space, which included shelving outside the newly partitioned storage area.



CITY OF SAN JOSE | CAMDEN COMMUNITY CENTER SHELTER

Services: AMEPS

Address: 3369 Union Ave, San Jose, CA 95124

Contract Amount: \$299,540

Performance: Aug 2022 - May 2023

Stand-Alone Project or On-Call Service Contract: Task Order Under On-Call Contract

Client Contact: Rosa Kim; Rosa.Kim@sanjoseca.gov; (408) 535-5689

Participating Individuals from Proposed Team: Lorenzo A. Rios, PE - Founding Principal; Lorenzo R. Rios, PE - Principal/Project Executive; Kenna Lumos - Project Coordinator; Alex Hernandez, PE - Lead Electrical Engineer; Mario Cuellar - Electrical Designer; Gewargis Youssefi, PE, LEED AP - Lead Mechanical Engineer; Jordan Taxon - Mechanical Designer; Jim Morelan, AIA - Lead Architect; Jose Aguirre - Architectural Designer

The project consists of various improvements to architectural, mechanical/plumbing, electrical and structural systems in order to facilitate use of Camden Community Center as a temporary shelter site. The project included proving new TPO roofing and insulation for Building C (Classroom/Offices), Building D (Activity Center), and Building E (Gymnasium). This included replacing all existing wood conduit supports with UV resistant, dura-block rooftop supports and investigating and replacing any needed rooftop cables/wires/conduits. Additionally ADC designed for accessibility updates to make the site ADC and code compliant along each of the routes from the site to the designated shelter area (Gymnasium). The project also included reconfiguring the kitchen layout for Emergency Shelter operations and designing all mechanical, electrical and plumbing work for the existing, relocated and new kitchen equipment and appliances. ADC provided all architectural and MEP design for adding one (1) commercial washer and one (1) commercial dryer, two (2) HVAC systems, as well ensuring connection ready portable backup power system and DOC Power and data. The structural scope included structural seismic strengthening for additional rooftop HVAC equipment as well as assessing structure of Buildings C, D & E and identifying any weak points to be addressed through voluntary structural upgrades. The design of the fume exhaust system was completed in conformance with the requirements of the South Coast Air Quality Management District. ADC also designed the fuel transfer system from the existing storage tank including evaluation and design options for the potential deletion of the day tank, and review of existing fuel piping and vents.

Drawings included architectural, structural, mechanical (fuel piping and exhaust) and electrical for generator connection to existing ATS and power for ancillary equipment. The firm provided drawings included 30% , 60%, 90% and Final CD along with As-Built Drawings and Project Specifications.

Finally, ADC provide Construction Administration Support services to complete the project.



Exhibit A

CITY OF SAN JOSE | FOSSA NIGHT HOUSE

Services: AMEPCS

Address: 748 Story Rd, San Jose, CA

Contract Amount: \$106,260

Performance: Oct 2022 - May 2024

Stand-Alone Project or On-Call Service Contract: Task Order Under On-Call Contract

Client Contact: Natasa Vulovic, Associate Engineer; (408) 535-8490; natasa.vulovic@sanjoseca.gov

Participating Individuals from Proposed Team: Lorenzo A. Rios, PE - Founding Principal; Lorenzo R. Rios, PE - Principal/Project Executive; Kenna Lumos - Project Coordinator; Jose Aguirre - Architectural Designer; Jordan Taxon - CAD Designer; Gewargis Youssefi, PE, LEED AP - Lead Mechanical Engineer; Alex Hernandez, PE - Lead Electrical Engineer; Fernando Sepulveda - Electrical Engineer; Mario Cuellar - Electrical Designer; Biggs Cardosa Associates, Inc - Structural; Mission Engineers - Civil

The scope of work of this project included designs to produce construction documents for the new Fossa Night House located in Happy Hallow Park & Zoo. The new Fossa Night House is approximately 400 square feet. ADC was responsible for the Architectural and Engineering design of this new building. Natural light was desired through skylights and high windows. Skylights needed to be operable and entry door required an window. The Zoo requested open spaces between caging and ceiling for mounting heaters and fans. The large stall was to be minimum of 80' which meant enlarging the building slightly. The Zoo requested a more durable and easier to clean drain than the Red-tailed lemur Night House had previously.



CALIFORNIA MILITARY DEPARTMENT (CMD) | CAMP ROBERTS

Services: AMES

Address: 6023 Camp Roberts, CA

Contract Amount: \$463,098

Performance: March 2021 - June 2022

Stand-Alone Project or On-Call Service Contract: Task Order Under On-Call Contract

Client Contact: Brian D. Woods, PE, MAJ, EN; brian.d.woods26.mil@army.mil; (805) 748-1232;

Lorenzo A. Rios, PE - Founding Principal; Lorenzo R. Rios, PE - Principal/Project Executive; Kenna Lumos - Project Coordinator; Jim Morelan, AIA - Architect; Jose Aguirre - Architectural Designer; Roger Sotelo - Sr. REVIT Designer; Gewargis Youssefi, PE, LEED AP - Lead Mechanical Engineer; Jordan Taxon - Mechanical Designer; Alex Hernandez, PE - Lead Electrical Engineer; Fernando Sepulveda - Electrical Engineer; Mario Cuellar - Electrical Designer

ADC designed the following: a new HVAC system, ceiling fans, demolition of existing ceiling mounted gas fired heaters, and demolition of existing floor and wall coverings.

The firm designed and upgraded electrical panel and pole mount transformers. All new LED lighting, electrical outlets, switches and wiring for sound systems were included. ADC designed new floor finishes, new theater seating, wall coverings, wall insulations, window trim and interior paint. The design included building code analysis life safety code analysis, automatic fire alarms, detection and suppression systems, water analysis/flow test, a multi-discipline review of the entire project.

Construction inspections and witnessing of fire protection acceptance testing/commissioning were included.

Finally, the project included repairs and remodeling of the A/V Room and the Communications Room. A new A/V system was placed in the smaller room partitioned inside the A/V Room. ADC remodelled and replaced the floor, walls and drop ceilings in the A/V room. The existing lights were replaced with LED lights inside of both rooms. A ductless AC system, with temperature controls, was installed.



JUDICIAL COUNCIL OF CALIFORNIA (JCC) | SUPREME COURT CHP TENANT IMPROVEMENT

Services: AE

Address: 350 McAllister Street, San Francisco, CA

Contract Amount: \$49,960

Performance: Sept 2023 - Sept 2024

Stand-Alone Project or On-Call Service Contract: Task Order Under On-Call Contract

Client Contact: Alisha Dutta; Alisha.Dutta@jud.ca.gov; (916) 643-6947

Participating Individuals from Proposed Team: Lorenzo A. Rios, PE - Founding Principal; Lorenzo R. Rios, PE - Principal/Project Executive; Kenna Lumos - Project Coordinator; Jim Morelan, AIA - Architect; Jose Aguirre - Architectural Designer; Roger Sotelo - Sr. REVIT Designer; Alex Hernandez, PE - Lead Electrical Engineer; Fernando Sepulveda - Electrical Engineer; Mario Cuellar - Electrical Designer

Advance Design Consultants, Inc. was contracted by the Judicial Council of California (JCC) to provide architectural, engineering, and related professional services for the Supreme Court located at 350 McAllister Ave, San Francisco, CA. The project scope of work includes, but is not limited to: demolition of a wall to expand existing office space, addition of data/power receptacles, addition or relocation of lighting/fire protection/mechanical components, and relocation of door and related hardware. ADC was responsible for providing architectural, electrical, and mechanical information to complete the scope of work. During the project,

The scope included provide a detailed design phase schedule including, but not limited to, design kick off meeting and walk, site visits, 50% design drawing submittal, 100% design drawing submittal, Judicial Council and 3rd party plan review, DGS Peer Review, plan review for each AHJ (including: DSA, SFM, and SHPO).

This is in a DGS owned building; management of design and construction has been delegated to the Judicial Council. Therefore ADC's design was required to comply with the Judicial Council Trial Court Standards and DGS design standards.

ADC performed field verification of existing conditions, provided estimated construction cost breakdowns, provided construction documents for the procurement of construction services using the Design-Bid-Build project delivery method. A&E to provide Construction Documents which, at a minimum, reflect compliance with applicable statutes, regulations, rules, guidelines, and requirements.

Additionally, ADC assisted in Bidding Phase with the response and preparation of pre-bid RFIs, addendums, etc, and provided Construction Administration services, including attending preconstruction meetings and made visits to the job site as requested by the Judicial Council.

4.

BILLING RATES

Architecture | Engineering | Construction
San Jose | Sacramento | Newport Beach | Reno



HOURLY RATE/FEE SCHEDULE

Effective July 1st 2025 through June 30, 2030

Job Title / Discipline	Billing Rate		
	Year 1 & 2 July 1, 2025 – June 30, 2027	Year 3 & 4 July 1, 2027 – June 30, 2029	Year 5 July 1, 2029 – June 30, 2030
Principal / Senior Manager	\$275.00	\$290.00	\$300.00
Project Manager	\$210.00	\$220.00	\$230.00
Project Coordinator	\$130.00	\$135.00	\$140.00
Cost Estimator	\$185.00	\$195.00	\$205.00
Architect	\$240.00	\$250.00	\$265.00
Architect-Designer	\$190.00	\$200.00	\$210.00
Structural Engineer	\$240.00	\$250.00	\$265.00
Structural Designer	\$190.00	\$200.00	\$210.00
Mechanical Engineer	\$200.00	\$210.00	\$220.00
Mechanical Designer	\$160.00	\$170.00	\$175.00
Electrical Engineer	\$200.00	\$210.00	\$220.00
Electrical Designer	\$160.00	\$170.00	\$175.00
Plumbing Engineer	\$200.00	\$210.00	\$220.00
Plumbing Designer	\$160.00	\$170.00	\$175.00
Civil Engineer	\$200.00	\$210.00	\$220.00
Geotechnical Engineer	\$200.00	\$210.00	\$220.00
Drafter	\$130.00	\$135.00	\$140.00
Spec Writer	\$130.00	\$135.00	\$140.00

These hourly rates are based on personnel salaries, overhead, mark-up, and profit.



SAN JOSE | SACRAMENTO | NEWPORT BEACH | RENO

WWW.ADCENGINEERS.COM

PH: 408.297.1881

FAX: 408.294.3186



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Elise Fisher PHONE (A/C, No, Ext): 510-272-1435 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
INSURED Advance Design Consultants Inc 998 Park Avenue San Jose CA 95126	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: US Specialty Insurance Company</td> <td style="text-align: center;">29599</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company of Connecticut</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: US Specialty Insurance Company	29599	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: The Travelers Indemnity Company of Connecticut	25682	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

 License#: 6003745
 ADVADES-03

COVERAGES
CERTIFICATE NUMBER: 1603913925
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6804H952605	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input 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	BA2R046629	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP7866Y787	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB4P030183	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			USS2435235	12/1/2024	12/1/2025	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

RE: On-Call Architectural Consultant Services.

The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Auto Liability is Primary per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

SEVERABILITY OF INTERESTS

Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named See Attached...

CERTIFICATE HOLDER
CANCELLATION 30 Day Notice of Cancellation

City of Alameda 2263 Santa Clara Ave. Alameda CA 94501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
Initial LC 5/13/2025	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners Design Professionals Insurance Services, LLC		NAMED INSURED Advance Design Consultants Inc 998 Park Avenue San Jose CA 95126
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or suit is brought.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

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

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

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

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

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

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

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

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

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

CG D3 61 03 05

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DATE OF ISSUE: 10/17/2024

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

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

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

Policy: BA2R046629

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Policy # BA2R046629

COMMERCIAL AUTO

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB4P030183

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

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

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

Schedule

Person or Organization

Job Description

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

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

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

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 5/1/2025

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