

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of July, 2026 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and ATKINSRÉALIS USA INC., a corporation whose address is **4030 WEST BOY SCOUT BLVD., SUITE 700, TAMPA, FL 33607-5713** (“**Provider**” or “**Contractor**”), 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: Facility Assessment Report Services. City Staff issued an RFP on April 24, 2026, and after a bidding period of 34 days received 15 proposals. Staff reviewed the proposals and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Provider’s duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Provider’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Provider shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Provider pursuant to this Agreement.
- E. Whereas, the City Council authorized the City Manager to execute this agreement on July 21, 2026.
- F. The City and Provider desire to enter into an agreement for Facility Assessment Report 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 on the 22nd day of July 2026, and shall terminate on the 22nd day of July 2028, 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 B 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 B.

Total compensation for work is \$140,555 with a 20 percent contingency in the amount of \$28,111 for a total **not to exceed of \$168,666**. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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.

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

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

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

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
950 West Mall Square, Room 122
Alameda, CA 94501
ATTENTION: Mike Billington, Facilities Manager
Ph: (510) 747-7947
Email: mbillington@alamedaca.gov

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

AtkinsRéalis USA Inc
4030 West Boy Scout Blvd., Suite 700
Tampa, FL 33607-5713
ATTENTION: Dean Leonard, Vice President – Strategic Asset Management
Ph: (480) 286-5705
Email: deanleonard@atkinsrealis.com

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

City of Alameda
Public Works
950 West Mall Square, Room 122
Alameda, CA 94501
ATTENTION: Mike Billington, Facilities Manager
Ph: (510) 747-7947
Email: mbillington@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. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 27 through 29 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, § 16451(d).)

e. In executing this Agreement, Contractor acknowledges and agrees that the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

28. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

30. 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.

31. 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.

32. 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.

33. 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.

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

ATKINSREALIS USA INC.,
a corporation



Dean Leonard
Vice President – Strategic Asset
Management

CITY OF ALAMEDA
a municipal corporation

Gerry Beaudin
City Manager

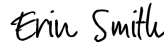


Rene De los Rios
Assistant Secretary



RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Len Aslanian
Assistant City Attorney

Exhibit A

SCOPE OF SERVICES

The City is seeking proposals from qualified consultants to prepare Facility Condition Assessment Reports as described below. The selected consultant will assess City facilities, develop cost estimates for recommended improvements, and prioritize those improvements for implementation.

Consultant will evaluate all City buildings listed in Appendix B and identify when building elements will require repair or replacement, along with estimated costs for budgeting purposes. The assessment will include the review of all building elements, including but not limited to:

- HVAC systems
- Roofing
- Windows
- Flooring and carpeting
- Electrical systems
- Wall finishings
- Other critical systems required for facility operations

The consultant will review building systems, estimate improvement and replacement costs, and recommend priorities for implementation. The final deliverable will be a facility evaluation report for each of the City's 66 buildings.

Data findings will be captured and delivered in accordance with the ASTM Uniformat II Classification Codes for Building Elements.

The selected consultant will provide all labor, supervision, equipment, and materials required to complete the Facility Condition Assessments.

I. PROJECT MANAGEMENT

The consultant shall:

- Provide a dedicated Project Manager
- Conduct a kickoff meeting
- Develop a project management plan
- Coordinate site access and inspections
- Provide progress reports throughout the project

II. DATA COLLECTION AND DOCUMENT REVIEW

- A. The consultant shall review available documentation including:
 - Existing Facility Capital Schedule
 - Facility plans
 - Equipment inventories
 - Maintenance records

- Prior facility assessments

B. The consultant shall validate and supplement available data as necessary.

III. FACILITY INSPECTIONS

The consultant shall conduct comprehensive visual inspections of all facilities. Data findings will be captured and delivered in accordance with the ASTM Unifomat II Classification Codes for Building Elements. Inspections will include the review of all building elements, including but not limited to:

- A. Architectural Systems
 - Roof systems
 - Exterior walls and façades
 - Windows and glazing
 - Doors and hardware
 - Interior finishes
- B. Structural Systems
 - Structural frames
 - Foundations (visible conditions)
 - Structural distress indicators
- C. Mechanical Systems
 - HVAC equipment
 - Boilers and chillers
 - Cooling towers
 - Air handling units
 - Distribution systems
 - Controls systems
- D. Electrical Systems
 - Main service equipment
 - Switchgear
 - Panels and distribution
 - Lighting systems
 - Emergency power systems
 - Fire alarm systems
- E. Plumbing Systems
 - Domestic water systems
 - Sanitary and storm drainage
 - Pumps
 - Fixtures
- F. Life Safety Systems
 - Fire suppression systems

- Fire alarms
 - Emergency lighting
 - Egress systems
- G. Site Infrastructure (if applicable)
- Parking areas
 - Walkways
 - Site drainage
 - Utility infrastructure

Inspections shall be non-destructive and primarily visual, unless otherwise approved by the Owner.

IV. DEFICIENCY IDENTIFICATION

- A. The consultant shall identify and document deficiencies including:
- Deferred maintenance
 - End-of-life equipment
 - Code and safety concerns
 - System failures or deterioration
 - Energy inefficiencies where observed
- B. Each deficiency shall include:
- Description of condition
 - Recommended corrective action
 - Priority level
 - Supporting photographs

V. ASSET INVENTORY

The consultant shall develop or validate a comprehensive asset inventory including:

- Equipment type
- Location
- Manufacturer
- Model number
- Installation year (if available)
- Estimated remaining useful life

Asset data shall be provided in a structured digital format compatible with the Owner's asset management system.

VI. COST ESTIMATING

The consultant shall prepare order-of-magnitude cost estimates for recommended corrective actions.

- A. Costs shall be categorized as:
 - Immediate (0–1 years)
 - Short Term (1–5 years)
 - Medium Term (5–10 years)
- B. Cost estimates shall include:
 - Construction cost
 - Contractor overhead and profit
 - Escalation factors
 - Regional cost adjustments

Cost estimates shall be based on recognized industry cost databases, such as RS Means Construction Data.

VII. FACILITY CONDITION INDEX (FCI)

The consultant shall calculate the Facility Condition Index for each facility:

- $FCI = \text{Deferred Maintenance} / \text{Current Replacement Value}$

The consultant shall also:

- Estimate Current Replacement Value (CRV) for each facility
- Provide building-level condition scoring

VIII. CAPITAL RENEWAL FORECAST

The consultant shall develop a 10-year capital renewal forecast including:

- Annual projected capital expenditures
- System replacement cycles
- Priority project lists
- Budget planning scenarios

IX. DELIVERABLES

- A. The consultant shall provide the following deliverables:
 - Project Management Plan
 - Inspection Schedule
 - Individual Facility-Level Condition Reports
 - Executive Summary Report
 - 10-Year Capital Renewal Plan
 - Digital data files (Excel or database format)
- B. Consultant shall provide deliverables by November 1, 2026.
- C. All reports shall be provided in both electronic and printable formats.

###

Exhibit B

AtkinsRéalis



REQUEST FOR PROPOSALS

Facility Condition Assessment

Pricing

City Of Alameda

RFP 4-24-2026 24-08

May 28, 2026





Fee Proposal

AtkinsRéalis USA Inc.
580 California Street, Suite
1248, San Francisco,
California, CA 94104, United
States

May 28, 2026

City of Alameda
Public Works Department
950 West Mall Square, Room 119
Alameda, CA 94501

Attention: Mike Billington

Re: Proposal – Facility Condition Assessment Reports, City Buildings

Basis of Pricing

The proposed fee for the City of Alameda Facility Condition Assessment (FCA) is based on AtkinsRéalis' understanding of the Request for Proposals, Addendum No. 1, Addendum No. 2, and all subsequently issued Questions and Answers. Pricing reflects the scope, scale, and complexity of the City's municipal facility portfolio and is structured to deliver consistent, defensible, and decision-ready FCA results.

Pricing has been developed as a lump-sum professional services fee and is intended to cover all labor, coordination, quality assurance, reporting, and management effort required to complete the FCA in accordance with the RFP requirements.

Scope and Portfolio Basis

The fee is based on assessment of the facilities listed in Revised Appendix B (Addendum No. 1), including the published gross square footage and approximate year of construction for each building. The portfolio includes a wide range of facility types, ages, and sizes from small park structures and restrooms to large, complex civic, public safety, and historic buildings which have been reflected in labor planning and resource allocation.

Assessments are assumed to be visual and non-destructive only, consistent with City direction, and limited to readily accessible areas at the time of inspection.

Assessment Methodology and Level of Detail

Pricing assumes that all FCA deliverables will be reported at UNIFORMAT II Level 4, consistent with the City's existing inventory structure and capital planning practices. While AtkinsRéalis assessors may internally evaluate certain systems and components at a more detailed level to improve professional judgment, remaining service life evaluation, and cost accuracy, all reported data will be delivered in a Level-4-compatible format without generating additional deliverable requirements or data management burden for the City.

Cost Estimating and Capital Planning Assumptions

The fee includes development of planning-level opinions of probable cost for identified deficiencies and renewal needs across near, mid, and long-term planning horizons. Cost estimates are based on observed conditions, professional judgment, and regional construction cost data appropriate to the local market. Estimates are intended for capital planning and budgeting purposes and not for bid-level pricing or construction documents.

No seismic evaluations, detailed engineering analyses, commissioning, material testing, or invasive investigations are included.

Data Delivery and Visualization

Pricing includes delivery of all FCA results in a structured Excel-based dataset suitable for immediate use within the City's current capital planning workflows. In addition, pricing includes development of Power BI dashboards that visualize facility conditions, capital needs, and funding scenarios using the Excel dataset as the authoritative source of record.

Power BI dashboards are provided as a visualization and scenario-analysis tool only and do not require proprietary asset management software or ongoing system implementation beyond the City's existing Microsoft environment.

Coordination, QA/QC, and Reporting

The proposed fee includes:

- Project management and stakeholder coordination
- Field inspections by experienced architectural and MEP assessors
- Structured internal quality assurance and independent technical review
- Individual facility FCA reports and portfolio-level summaries
- Preparation and delivery of the Strategic / Needs-Based Capital Plan
- Final presentation materials suitable for executive leadership and City Council discussions



The following table provides a breakdown of hours, rates and fees by building and task. We confirm a total fixed fee of **\$140,555** inclusive of all out-of-pocket expenses. The proposed fee is firm and inclusive of all labor, overhead, and reimbursable expenses required to complete the scope of work as defined.

Where multiple small structures are located at a single site, inspections and reporting have been efficiently bundled to reflect site-based assessments while maintaining identification by Building ID

Facilities					Hours						Rates			Fee
Report	Building ID	Building Name	Address	Square Footage	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee
1	AS01	Animal Shelter	1590 Fortman Way	3,500	2	16	18	2	1	21	\$155	\$135	\$160	\$3,220
2	CH01	City Hall	2263 Santa Clara Avenue	33,279	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
3	CH02	City Hall Garage		3,813	2	16	18	2	1	21	\$155	\$135	\$160	\$3,220
4	CHW01	City Hall West	950 West Mall Square	47,945	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
5	FR01	Fire Station 1	1300 Park Street	12,742	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
6	FR02	Fire Station 2	635 Pacific Avenue	5,575	3	16	19	4	1	24	155	135	160	\$3,645
	FR02A	Fire Station 2 - Garage		855										
7	FR02B	Fire Station 2 - Paint Shed		64										
8	FR04	Fire Station 4	2595 Mecartney Road	11,234	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
9	FR06	Fire Station 3	1625 Buena Vista Avenue	7,306	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
10	FR07	Emergency Operations Center	1809 Grand Street	1,995	2	16	18	2	1	21	\$155	\$135	\$160	\$3,220



Report	Building ID	Building Name	Address	Square Footage	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee
11	GAR01	Garage Central Repair	1616 Fortman Way	8,743	2	8	10	2	1	13	\$155	\$135	\$160	\$1,980
12	GEN06	Building 6	950 West Ranger Avenue	37,610	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
13	GEN07	Main St Ferry Terminal Bathroom	2990 Main Street	400	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
14	LIB01	Main Library	1550 Oak Street	47,500	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
15	LIB02	West End Library	788 Santa Clara Avenue	3,400	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
16	LIB03	Bay Farm Library	3221 Mecartney Road	2,700	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
17	MSC01	Maintenance Service Center	1590 Fortman Way	24,407	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
	MSC01A	Maintenance Service Garage		9,960										
18	POL01	Police Station	1555 Oak Street	35,184	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
19	PRK01	Civic Center Parking Garage	1416 Oak Street	90,000	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
20	REC01	Veterans Memorial Building	2203 Central Avenue	39,051	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
21	REC02	Franklin Park Recreation Center	1432 San Antonio Avenue	1,650	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
	REC02a	Franklin Park Maintenance Shed		250										



Report	Building ID	Building Name	Address	Square Footage	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee
22	REC03	Godfrey Park Recreation Center	281 Beach Road	1,500	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
	REC03A	Godfrey Park Maintenance Shed		300										
23	REC04	Leydecker Park Recreation Center	3225 Mecartney Road	3,000	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
24	REC05	Lincoln Park Maint & Restroom	1450 High Street	2,000	4	24	28	4	1	33	\$155	\$135	\$160	\$5,040
	REC05A	Lincoln Park Game Structure		521										
	REC05B	Lincoln Park Bocce Structure		240										
	REC05C	Lincoln Park Lodge		1,200										
	REC05d	Lincoln Park Rec Center (Harrison)		4,300										
25	REC06	Littlejohn Park Recreation Center	1401 Pacific Avenue	1,370	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
	REC06A	Littlejohn Park Maintenance Shed		150										

Report	Building ID	Building Name	Address	Square Footage	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee
26	REC07	Longfellow Park Recreation Center	520 Lincoln Avenue	1,370	2	8	10	2	1	13	\$155	\$135	\$160	\$1,980
27	REC08	Tillman Park Recreation Center	220 Auginbaugh Way	1,000	2	8	10	2	1	13	\$155	\$135	\$160	\$1,980
28	REC09	Woodstock Park Recreation Center	351 Cypress Avenue	1,777	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
	REC09b	Woodstock Park Bathroom		1,750										
29	REC10a	Shoreline Park Bathroom 1	2701 Sea View Parkway	550	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
30	REC10b	Shoreline Park Bathroom 2	2695 Sea View Parkway	550	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
31	REC10c	Shoreline Park Bathroom 3	299 Adelphian Way	550	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
32	REC10d	Shoreline Park Bathroom 4	2200 Harbor Bay Parkway	550	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
33	REC11	Krusi Park Recreation Center	900 Mound Street	2,376	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
	REC11A	Krusi Park Maintenance Shed		300										



Report	Building ID	Building Name	Address	Square Footage	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee
34	REC12	Washington Park Recreation Center	740 Central Avenue	1,794	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
	REC12b	Washington Park Maint Building		325										
	REC12c	Washington Park Upper Bathroom		675										
	REC12d	Washington Park Lower Bathroom		550										
35	REC13	Bayport Park Recreation Center	351 Jack London Avenue	2,100	2	16	18	2	1	21	\$155	\$135	\$160	\$3,220
36	REC134	Gymnasium	1101 West Red Line Avenue	36,660	3	16	19	4	1	24	\$155	\$135	\$160	\$3,645
	REC134A	Gymnasium - Modular Restroom		600										
37	REC13a	Bayport Park Restroom	351 Jack London Avenue	350	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
38	REC14	Mastick Senior Center	1155 Santa Clara Avenue	26,000	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
39	REC14A	Mastick Modular	1525 Bay Street	3,050	3	16	19	2	1	22	\$155	\$135	\$160	\$3,375
40	REC15	McKinley Park Recreation Center	2165 Buena Vista Avenue	2,800	3	16	19	2	1	22	\$155	\$135	\$160	\$3,375



Report	Building ID	Building Name	Address	Square Footage	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee
41	REC16	Recreation & Park Admin Building	2226 Santa Clara Avenue	6,286	3	16	19	2	1	22	\$155	\$135	\$160	\$3,375
42	REC18	Chocheyno Park Gazebo	2430 Encinal Avenue	450	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
43	REC19a	Grand St Boat Launch Restroom	North end of Grand Street	450	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
44	REC21	Harrington Park Restroom	3400 Oleander Avenue	600	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
45	REC22	Encinal Boat Ramp Restroom	190 Central Avenue behind Encinal High	700	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
46	REC24	Jean Sweeney Restroom	1925 Sherman Street	295	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
47	REC60	Officer's Club	641 W Red Line Avenue	28,538	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
48	REC76	Pool Building	1101 W Red Line Avenue	20,200	4	16	20	4	1	25	\$155	\$135	\$160	\$3,800
49	REC77	Whale Park Restroom	151 Coronado Avenue	325	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
50	REC78	Seaplane Lagoon Restroom	West Atlantic Avenue @ Ferry Point Way	325	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
51	REC79	Bohol Circle Immigrant Park Restroom	687 Sentinal Drive	625	0.5	4	5	1	1	7	\$155	\$135	\$160	\$993
Totals				588,215	119	616	735	138	50	923				\$140,555



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2026

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 MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Atkin-GAWU-25-26 NOC	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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 : Starr Indemnity & Liability Company	38318	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713															

COVERAGES**CERTIFICATE NUMBER:**

ATL-006190457-02

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			1000090872251	10/15/2025	10/15/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			1000679654251	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1000003953	10/15/2025	10/15/2026	☒ PER STATUTE ☐ 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

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

RE: Contract No. TBD, Facility Condition Assessment Reports, City Buildings

City of Alameda, its City Council, boards, commissions, officials, employees, agents and volunteers is/are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

Initial

LC

7/1/2026

CERTIFICATE HOLDER**CANCELLATION**
 The City of Alameda
 2263 Santa Clara Ave.
 Alameda, CA 94501

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

 AUTHORIZED REPRESENTATIVE
 of Marsh USA LLC

Carolyn Stancel

© 1988-2016 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – SCHEDULED PERSON OR
ORGANIZATION AMENDATORY ENDORSEMENT**

Policy Number: 1000679654251 **Effective Date:** 10/15/2025
Named Insured: Atkinsrealis Group Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

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

SCHEDULE

Additional Insured(s): Where required by written contract
--

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE A. Coverage, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy; or
- (2) The coverage and/or limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: 1000679654251

COMMERCIAL AUTO
CA 04 22 11 20**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

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

Named Insured: Atkinsrealis Group Inc.**Endorsement Effective Date:** 10/15/2025**SCHEDULE****Number Of Days' Notice:**

30

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

STARR INDEMNITY & LIABILITY COMPANY

A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 18

(Ed. 4-15)

AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

We agree to give thirty (30) days' notice of cancellation to the following certificate holder(s) in the event that we cancel the policy for any reason other than non-payment of premium:

SCHEDULE

**ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE
NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT**

We will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities for which thirty (30) days' notice of cancellation is required by an "insured contract" but only with respect to an entity for which you are directly or indirectly performing your work.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will such failure result in obligation or liability of any kind upon us, our agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

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

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

Endorsement Effective:

Policy No.: 100 0003953

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by:

**Michelle
Muscato**

Digitally signed by Michelle Muscato
DN: cn=Michelle Muscato, c=US,
o=Marsh USA, Inc., ou=Assistant
Vice President,
email=michelle.muscato@marsh.com
Date: 2025.10.10 10:08:11 -0400

WC 99 06 18
(Ed. 4-15)

POLICY NUMBER: 1000090872251

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: 1000090872251

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract or agreement.	Where required by written contract or agreement.
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" or "personal and 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 1000090872251

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract or agreement.	Per schedule on file with company
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2026

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 MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Atkin-EO-26-27	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Lloyd Underwriters</td> <td>32727</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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 : Lloyd Underwriters	32727	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713															

COVERAGES**CERTIFICATE NUMBER:**

ATL-006190455-01

REVISION NUMBER: 2

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (claims made policy)			FINPA26540040	04/30/2026	04/30/2027	Limit: Per Claim 2,000,000 Annual Aggregate: 2,000,000

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

RE: Contract No. TBD, Facility Condition Assessment Reports, City Buildings

CERTIFICATE HOLDER**CANCELLATION**

The City of Alameda 2263 Santa Clara Ave. Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Carolyn Stancel</i>
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AGENCY CUSTOMER ID: CN102421774

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713
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

Professional Liability:
Professional Liability placement was made by Marsh Canada. Marsh USA has only acted in the role of a consultant to the client with respect to the placement, which is indicated here for your convenience.



Certificate of Insurance

No.: 2026-417-ATK

Dated: June 12, 2026

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: The City of Alameda 2263 Santa Clara Ave. Alameda, CA 94501	Named Insured and Address: AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713
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This certificate is issued regarding:
Contract No. TBD, Facility Condition Assessment Reports, City Buildings

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
CYBER LIABILITY	AIG Insurance Company of Canada	02-118-58-26	Apr 30, 2026 to Apr 30, 2027	Per Claim and in the Aggregate	USD 2,000,000

Marsh Canada Limited

1 Place Ville-Marie, Suite 1500
Montreal, QC H3B 2B5
lorne.e.donnelly@marsh.com

Marsh Canada Limited

By: _____
Lorne Donnelly