

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 1<sup>st</sup> day of July 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the City”), and SIEGEL & STRAIN ARCHITECTS, a California corporation whose address is 6201 Doyle St. Ste. B, Emeryville, CA. 94608 (“**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 17<sup>th</sup>, 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 7<sup>th</sup> 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.

  
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:

Siegel & Strain Architects  
6201 Doyle Street, Suite B  
Emeryville, CA 94608  
ATTENTION: Susi Marzuola, President  
Ph: (510) 547-8092 x 105

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.

Siegel & Strain Architects  
a California corporation

CITY OF ALAMEDA  
a municipal corporation

Sue Ann Marzuola

Sue Marzuola  
President  
CA Licensed Architect No. C22905

\_\_\_\_\_  
Jennifer Ott  
City Manager

Nancy Lynn Malone

Nancy Malone  
Secretary

RECOMMENDED FOR APPROVAL

Signed by:

Erin Smith

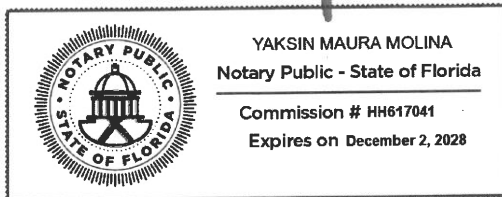
Erin Smith  
325108832737491...

Public Works Director

State of Florida County of Miami-Dade  
The foregoing document was acknowledged before me via online notarization  
this 8th day of May by Sue Ann Marzuola and Nancy Lynn Malone.  
Both provided their license as identification.

yaksin Maura molina





APPROVED AS TO FORM:  
City Attorney

DocuSigned by:

Len Aslanian

Len Aslanian  
765D25E39B18464...

Assistant City Attorney

Notarized remotely online using communication technology via Proof.

# PROPOSAL FOR ON-CALL ARCHITECTURAL SERVICES CITY OF ALAMEDA

APRIL 7, 2025

SIEGEL & STRAIN Architects |

April 7, 2025

Chandni Patel  
Facilities Project Manager  
Public Works  
City of Alameda  
950 West Mall Square  
Alameda, CA 94501

**Re: Proposal for On-Call Architectural Services**

Dear Ms. Patel and Selection Committee Members:

We're inspired by the City of Alameda Public Works Department's mission and would be excited to serve as your on-call architectural partner for small- and medium-sized projects. We have worked in this capacity with other Bay Area cities and would be honored to offer you similar services to help contribute to Alameda's livability and sustainability.

**About Siegel & Strain Architects**

Siegel & Strain has a proven track record and in-house expertise with managing on-call contracts and directing projects for repeat public clients. We have worked with many municipalities and other public agencies in Northern California—including the cities of Brisbane, Oakley, San Mateo and Berkeley, with whom we have had an on-call contract since 2019. All of our projects begin with a thorough understanding of the project in the context of its site, other related improvements and public needs. Our efforts typically include evaluating existing conditions, determining spatial needs and documenting project goals, which serve as a strategic foundation for planning and decision-making. Siegel & Strain's core strengths of listening, stakeholder and community engagement, integrated sustainable design problem-solving, and partnership align directly with the City of Alameda's mission, vision and values.

**We understand the challenges and expectations that public agencies face**, and we tailor our work processes and services accordingly. Since 2008, we have had an indefinite delivery/indefinite quantity (IDIQ) contract with the National Park Service, under which we have completed projects as small as comfort stations (AKA restroom buildings) and as prominent as park visitor centers. What these projects have in common is the need for creative and affordable architectural responses, the ability to build consensus for projects with a wide variety of stakeholders, and the knowledge and experience to provide the right service and solution for the specific project at hand. We invite you to speak to our references to hear more about our effectiveness and success with on-call work.

## Summary of Qualifications

Siegel & Strain Architects brings 35 years of experience in sustainable, resilient, and enduring design, including:

- Award-winning civic projects in Northern California, delivered within budget and schedule targets;
- National expertise in sustainable design, with LEED-certified and net zero energy projects for public use;
- Success in leading inclusive community engagement processes;
- Experience partnering with cities to upgrade existing community facilities in a way that respects the intangible value an existing building and site offer, especially when it comes to decarbonization;
- A strategic design approach that prioritizes efficiency and the long view;
- Successful collaboration with public agencies on on-call and repeat work.

We have a great appreciation for what good government agencies can do, a belief in strong partnerships with our clients, and a commitment to excellent service. We pride ourselves on establishing and maintaining good working relationships that are strengthened by shared values, mutual understanding, trust, and nimbleness. Our goal is to support your efforts to serve the diverse population of Alameda and to help you make sound decisions about how best to upgrade community facilities and use public funds responsibly. Ultimately, we want our work to extend the life of your buildings so they perform well for many years to come.

We have reviewed the sample agreement included with the RFP and will accept it as written. Please do not hesitate to reach out if you need any additional information.

Sincerely,



Karen Richards, AIA, LEED AP BD+C  
Principal

**Siegel & Strain Architects**

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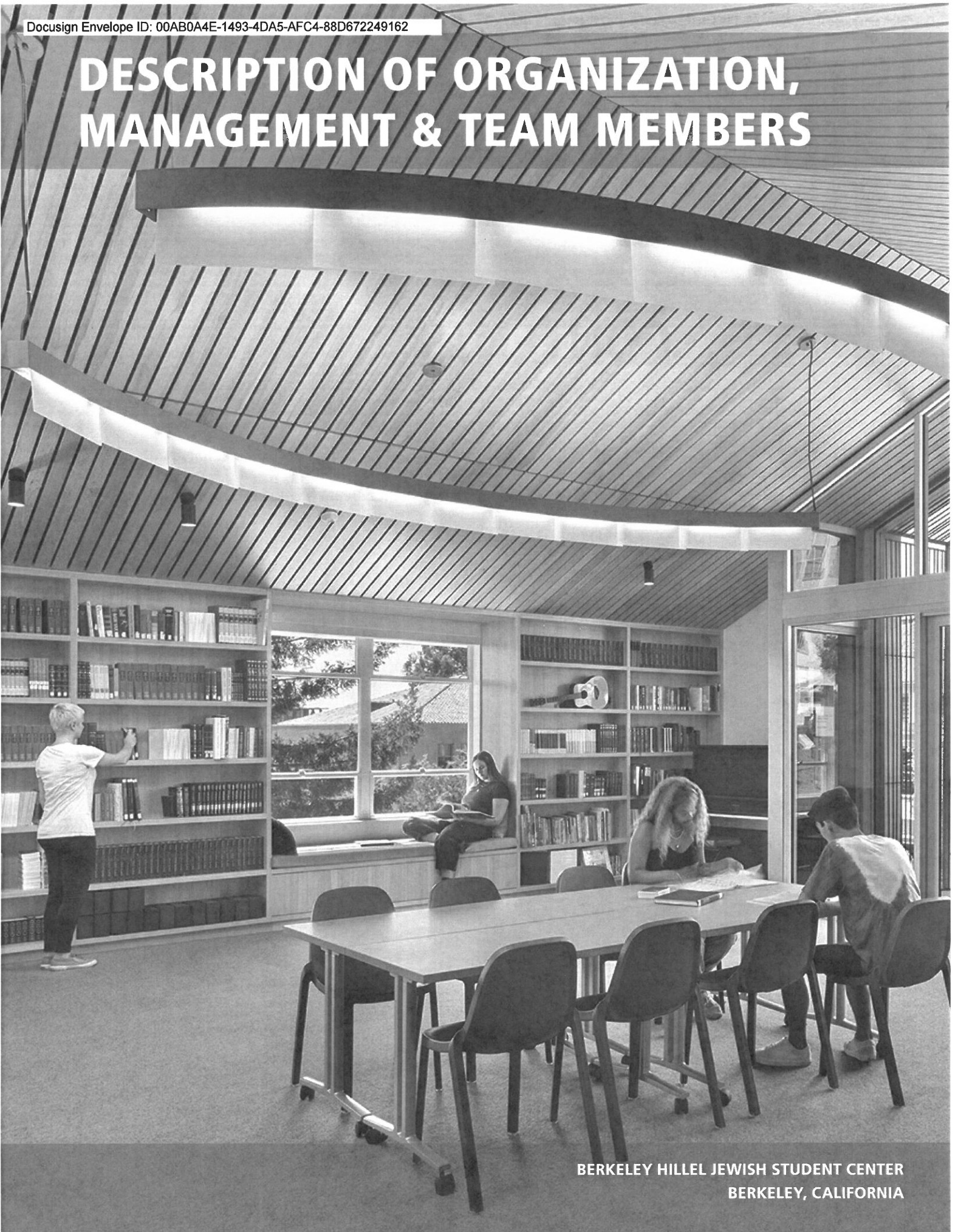
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# DESCRIPTION OF ORGANIZATION, MANAGEMENT & TEAM MEMBERS





## TEAM ORGANIZATION

Siegel & Strain has worked on many on-call contracts for public agencies, including the City of Berkeley, City of Brisbane, the National Park Service, Sonoma County Library and Mendocino County Library. We have established relationships with numerous non-profit organizations, public utilities, camps, and retreat centers which has led to repeat contracts. We know how to respond quickly to multiple task orders, clarify scopes of service, assemble the right team, and work effectively with client groups and staff to get quality projects completed on time and on budget.

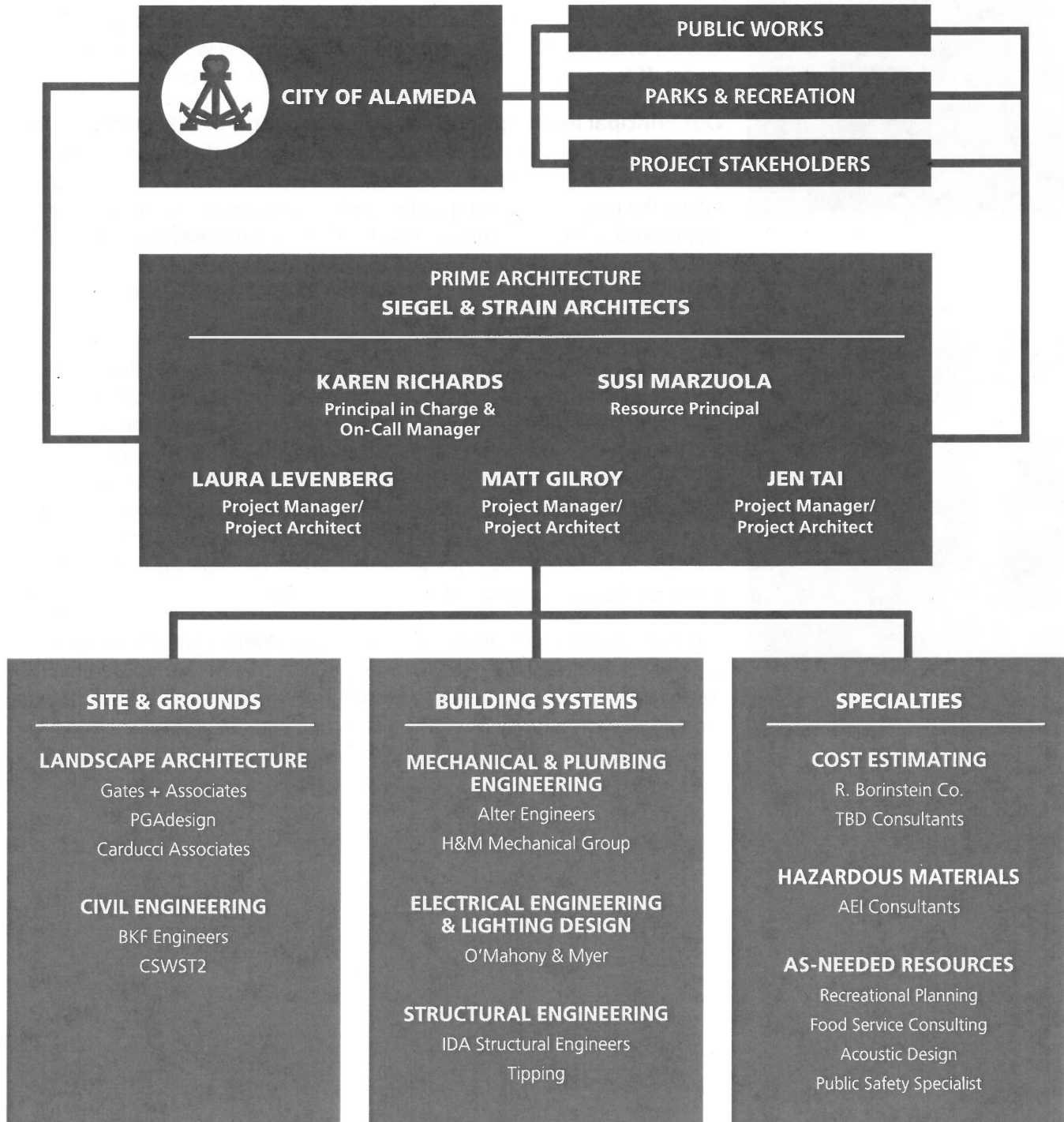
**Our Principal in Charge and On-Call Manager Karen Richards will be your day-to-day contact and provide continuity throughout the five-year contract.** For each project assigned, Karen will work with City staff to define the project, create a specific scope of services and list of deliverables, and develop a fee and schedule that best meets the needs of the City and the project. She will determine the appropriate Siegel & Strain staff and consultants to assign to the project and assess whether any specialty consultants or services are required.



All Siegel & Strain staff work out of our Emeryville office, less than 10 miles from Alameda City Hall. You'll note in the Team Organization Chart on the next page that we've provided multiple project managers/project architects. Matt Gilroy, Laura Levenberg and Jen Tai have experience managing small-to medium-sized projects for public and non-profit clients – including assessments, master plans, decarbonization projects, renovation and new construction. They represent the stable of Siegel & Strain project managers available to staff the City's on-call work and will be assigned to projects based on the type, size, schedule and availability.

Our multi-disciplinary team of exceptional consultants cover the range of expertise that may be required for your projects. We have proposed multiple consultants in a few disciplines to ensure that we can provide the right team for any project assigned, given the size, scope and nature of the work.

# TEAM ORGANIZATION CHART



"Siegel & Strain proved to be **very skillful by listening and engaging** our staff to provide for proposed programs and special needs. S&S met deadlines and budget – they were active managers of the project and have an exceptional level of accountability. They found **creative solutions to specific challenges**, by designing an elegant as well as practical environmental education center in a very active City Park."

– Carmen Lynaugh, Former Public Works Project Manager, City of Cupertino

## WORK PLAN



McClellan Ranch Environmental  
Education Center, Cupertino

### DECISION-MAKING PROCESS AND LEADERSHIP

Ultimately project decisions fall to the client. On community-serving projects for the City of Alameda, the client group may include city staff, elected officials and appointed commissioners. As project leaders and partners, Siegel & Strain Architects will assist in providing you the information you need to make well-informed decisions required to advance the project. We help guide the expertise, passion and knowledge of the City Project Team, key stakeholders, community representatives, neighbors and our consultants so that City Leadership – staff, commissioners and councilmembers – can make informed recommendations and decisions based on:

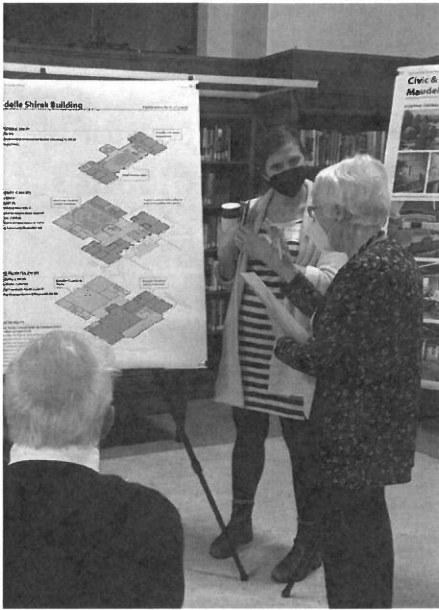
- Good information that builds on the work completed to date and new information surfaced by this process;
- An interactive design process led by the City and design team with appropriate engagement, communication and updates with neighbors, the larger community, City staff, Commissioners and Councilmembers;
- A unified vision and design that grows out of a good process and that we can all stand behind.

### PARTNERSHIP

We look to partner with the City's Project Teams to create an integrated design that maximizes opportunities and delivers beautiful and well-functioning projects for years to come. The key outcome of our integrated design approach is a project solution that looks at the whole, not just pieces, while integrating programmatic, social and technical systems into a design. We press the opportunities presented by the site, context, program and budget to their fullest potential.

### COLLABORATION

Our integrative process is characterized by ongoing collaboration with the client group in a variety of formats, such as regularly scheduled check-ins with the City Project Manager and Team, and occasional focused work sessions with the broader City Project Team. While we embrace the efficiency of virtual meetings for regular check-ins and updates, when possible and appropriate we prefer in-person sessions for setting goals, programming and design discussions as we have found them to be more efficient and effective.



Berkeley Civic Center Vision Plan

## PROJECT FRAMEWORK

Our work plans include a work session with the City Project Team early in the process to confirm project goals and to identify, evaluate and rank project opportunities and constraints. These become the project framework – the armature on which a design is created. We jointly develop and evaluate the design, using this framework of goals, opportunities and constraints as project guides and parameters. We structure our collaboration and process to assist the City make informed decisions and mitigate risks by balancing project budget, goals and constraints in context of the Bay Area's volatile construction cost climate.

## DESIGN SERVICES

Our approach to delivering architectural services is designed to be engaging, efficient and focused while managing expectations and keeping the project on track.

## PROJECT MANAGEMENT

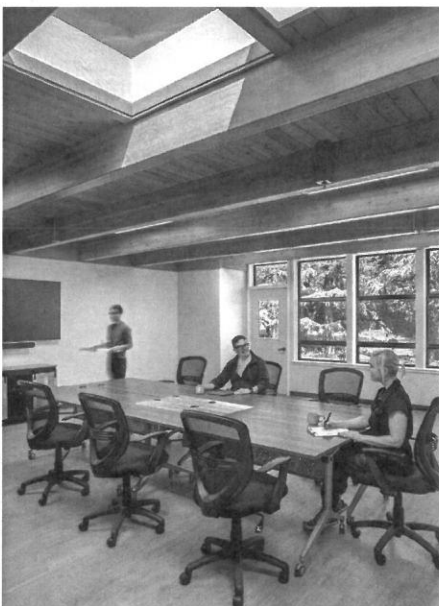
Siegel & Strain Architects has a successful track record for managing project costs and schedules while maintaining a high quality of design. Our approach to minimizing change orders is to prepare complete, coordinated and comprehensive technical documentation. As your design partner and advisor on architectural projects, we will keep the City and the design team apprised of design progress, approaching milestones and any issues or changes to scope, fee and design direction we see developing. Projects include weekly or twice monthly project management calls to keep the project on track and expectations aligned. Good budget and schedule control are based on:

- Frequent communication
- Timely flow of information
- Regular in-person and web-based meetings
- Clear goals and deliverables
- In-house peer review of final documents

## PROJECT INITIATION

As mentioned above, we typically host a project kick-off meeting with the City Project Team to establish and confirm project parameters, review key project elements and clarify project management components to develop and enforce a shared understanding of the project. The agenda for these kick-off meetings may include:

- Project description, goals and priorities
- Project team
- Design team scope (and fee with some participants)
- Project budget
- Schedule of project meetings, workshops (as needed) and key milestones
- Deliverables and formats
- Identification of key stakeholders & participants
- Communications protocol
- City-provided background information and resources



Hanna Center Mental Health Hub,  
Sonoma



Berkeley Tuolumne Camp,  
Stanislaus National Forest

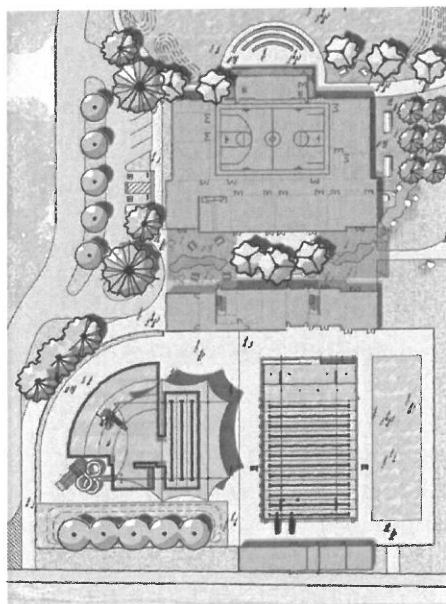
## PRE-DESIGN SERVICES

Our pre-design phase typically starts with a deep dive into project understanding. We gather information, develop project goals, list spaces and spatial needs based on desired uses and experiences, and document project parameters including project budget, building codes and zoning regulations. This includes mapping site opportunities and constraints related to the existing conditions, environmental factors and physical considerations. If necessary and with assistance from the project's consultant team, we can assist in the preparation of a topographic survey, as-built drawings, geotechnical and arborist reports and other necessary existing conditions documentation. With assistance from consultants, we can also identify existing life safety, seismic and accessibility code deficiencies and evaluate the condition of the structural, mechanical, plumbing and electrical systems and architectural materials and finishes.

A key deliverable for this phase is a well-defined architectural spatial program outlining uses and spatial needs. The spatial program is developed with direct input from the City Project Team (including program providers) and stakeholders, and organized into a concise list of spaces, specific needs and adjacency requirements.

## PLANNING AND CONCEPTUAL DESIGN

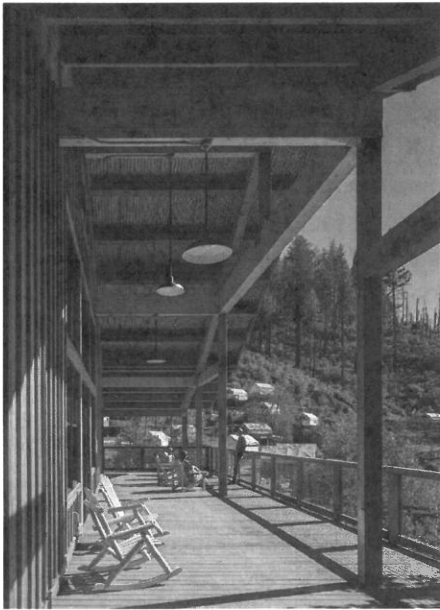
During this phase we engage City staff and stakeholders in the development of a project plan and conceptual design. Project parameters developed during the Pre-Design Phase are tested, further defined and refined to a conceptual level. Key deliverables include development of alternative designs plans and basic outlines of building systems. With City staff and stakeholders' input, we analyze alternatives against the established goals and priorities, and together make informed decisions on what goes where and why. It is during this phase that project design direction, project budget and approval process, and identification of all permitting requirements, including environmental assessments, are clarified and understood. (We have a strong track record working with County, Regional and Federal Agencies on complex issues and sites, including US Army Corps, BCDC, Regional Water Board, Coastal Commission, and the California Department of Fish & Game.) Once a project is defined and a conceptual design is approved, the subsequent required environmental assessments, design and construction phases can be fairly straightforward.



Keiser Park Master Plan, Windsor

## SCHEMATIC DESIGN

Our focus during this phase is to set the project design in plan and massing, with input from the City, the project stakeholders and the consultant team. We document a basis of design for the project systems, namely structural, mechanical and electrical, and building materials. We use three-dimensional modeling tools for the architectural massing and rely on our and our consultants' working knowledge of building structure, construction, envelope performance in this climate, and electrical and mechanical systems for energy loads and thermal comfort.



Berkeley Tuolumne Camp,  
Stanislaus National Forest

## DESIGN DEVELOPMENT

During this phase we integrate the building systems into the architectural design, focusing specifically on critical design, coordination and cost items. We begin thermal and energy modeling of the building during this phase, and, if required, we prepare documents for project submission to the Planning Department for Zoning Compliance, Variances, Signage Permits, and/or Design Review.

## CONSTRUCTION DOCUMENTS

The CD phase usually has up to four milestones, one or two for coordination and construction cost estimating, one for permit and one for bidding. We also prepare a conform set for construction following the bid and permitting process if necessary.

## CONSTRUCTION ADMINISTRATION & POST-CONSTRUCTION SERVICES

It is our experience that attentive participation in construction administration for publicly bid projects is critical to the success of a project. Siegel & Strain has systems in place to respond to RFI's and prepare field reports; to review shop drawing submittals, proposal requests and pay applications; and to issue Supplemental Instructions in a timely fashion with detailed information. We have a track record of projects completed on time and on budget, which we know requires an excellent working relationship with the project's builders. This is often the phase where our construction knowledge and experience on similar projects is of greatest value to our clients. We will track revisions to documents during this phase for accurate completion of as-builts for your records and future use.



Jess Jackson Winery Building,  
UC Davis

## CONSTRUCTION BUDGET AND COST MANAGEMENT

Our approach to managing construction costs is twofold: provide construction cost estimates at each milestone and value engineer as we go. We provide construction cost estimates at each milestone and we work with the City Project Team and stakeholders as required to ensure that projects stay on schedule and on budget. We also seek the City's approval before moving onto the next design phase to ensure a very clear understanding on where we are in the design effort and what the project includes (and doesn't include) every step of the way.

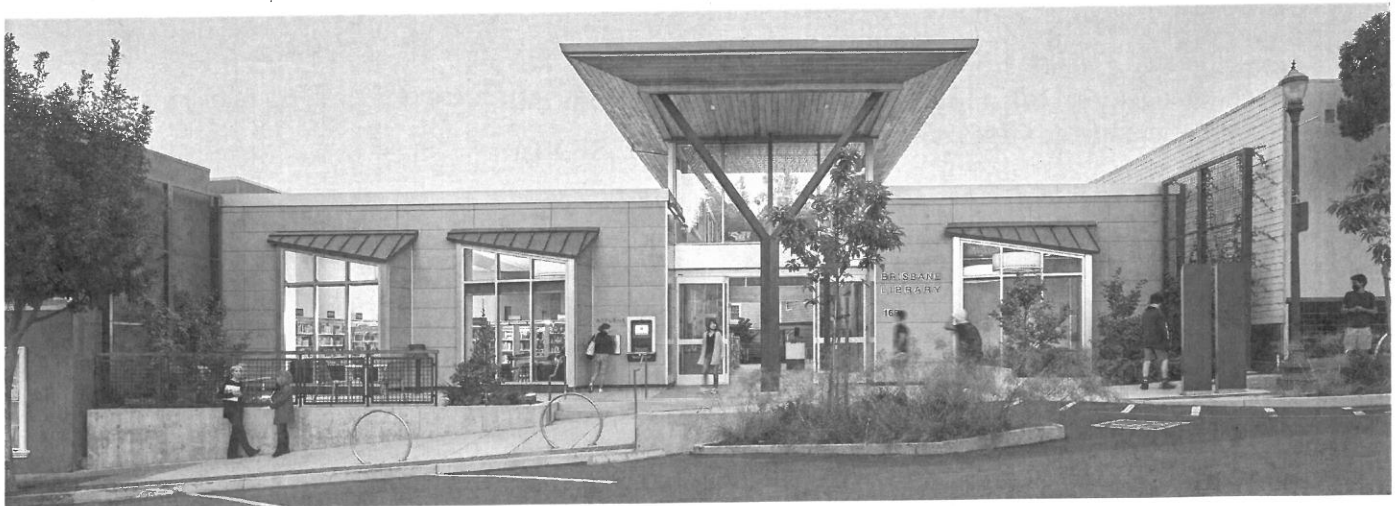
Working with our construction cost estimators, our approach to construction cost estimating and reporting is to provide the City with a flexible tool to track estimated cost changes of those elements as the design evolves and throughout the project. At the outset we determine how cost estimate information should be organized and summarized in order to best serve the City's process of evaluating project options and to identify any element tied to restricted funding (i.e. seismic bracing) or designated as discretionary or optional or as a way to determine the major cost drivers. We maintain this summary format through the pre-construction process for easy comparison between successive design phases and to bid schedule breakdowns in variance reports. Establishing and maintaining continuity in the format throughout the pre-construction process enables us to better track and highlight changes.

As a safeguard against unpredictable market forces and as the design evolves, we will lead the City through a prioritization exercise to establish critical, must-have components and those considered to be discretionary, nice-to-have components at each milestone should the estimate exceed the budget. We carry this same sensibility forward into our bid documents with a clearly defined base bid and a series of bid alternates to provide further bid protection.

Siegel & Strain Architects is committed to maintaining the highest level of quality control for our projects, and understands the extra level of thoroughness required for the public bid process. Our commitment starts with a complete and well-coordinated set of documents. We believe in showing all conditions necessary to give a thorough understanding of the building and in detailing all important conditions. Complete documents aid in quality control and cost control in two ways:

- We continue our QC process by incorporating time in the schedule of deliverables to ensure that consultant drawings are thoroughly reviewed and coordinated prior to the delivery of drawings to the client. At completion of major phases in the project, we have a staff senior architect, not actively working on your project, perform an in-house peer review to check for issues of coordination and conformity.

During the construction phase of your project we expect to be on site on a regular basis to both attend progress meetings and observe construction. We will also perform other construction administration services including submittal review, response to RFI's, and reviewing potential change orders and contractor invoices. We would expect to work closely with your construction manager on these items.



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# TEAM HOURLY BILLING RATES

## SIEGEL & STRAIN ARCHITECTS

Principal	\$285
Senior Architect/Designer	\$180 - \$220
Architect/Designer	\$165 - \$180
Junior Architect/Designer	\$115 - \$165
Support Staff	\$90 - \$130

Overhead is included in these rates. Administrative time of support staff is only billed for services on a project.

### Reimbursable Expenses

Reimbursable expenses are not included in our professional fees, and are an additional charge. We bill the following reimbursable expenses at our invoice cost times 1.10:

- › Reproduction, plotting and handling of drawings and specifications
- › Travel expenses (mileage rate is \$.70 per mile)
- › Delivery expenses

### Direct Job Costs

Other direct job costs, such as consultants (structural engineering and the like), fees paid for securing approvals of authorities having jurisdiction over the project, and models or renderings requested by the Owner, are also billed at direct costs times 1.15 unless you contract for them directly.

### Payment

Projects are typically billed monthly, and payment is due within 30 days from the date of architect's invoice. Amounts unpaid 30 days after the invoice date shall bear late payment penalty at the rate of 1.5% per month. Siegel & Strain Architects prefers electronic payment via Automated Clearing House (ACH). Please email [accounting@siegelstrain.com](mailto:accounting@siegelstrain.com) to set up electronic payment process. Alternatively, make checks payable to Siegel & Strain Architects, 6201 Doyle Street, Suite B, Emeryville, CA 94608.

\*Billing rates will be adjusted annually.

## GATES + ASSOCIATES

Partner	\$235 - \$250
Principal	\$220 - \$235
Associates	\$185 - \$220
Job Captain	\$165 - \$185
Irrigation Designer	\$200 - \$210
Community Outreach Facilitator	\$185 - \$205
Production	\$155 - \$175

(Rates subject to 5% yearly escalation)

## PGADESIGN

Principal	\$280
Senior Landscape Architect	\$185 - \$192
Associate & Landscape Architects	\$170 - \$185
Technical CAD & Irrigation	\$165 - \$175
Administration	\$95

## CARDUCCI ASSOCIATES

Principal	\$255
Associate Principal	\$210
Senior Associate	\$195
Associate	\$175
Landscape Designer	\$145
Clerical	\$110

## BKF ENGINEERS

Principal in Charge	\$294 - \$317
Project Executive	\$287
Project & Technical Managers	\$251 - \$278
Technical Engineer & Planners	\$179 - \$233
Technicians & Drafters	\$133 - \$233
Field Surveying	\$92 - \$233
Construction Admin	\$179 - \$305
Project Admin	\$95 - \$149

(Possible yearly increase of 5% on bill rates.)

## CSWST2

Principal	\$277
Associate Principal	\$252
Project Manager	\$233 - \$247
Construction Manager	\$242
Senior Engineer	\$207
Technical Engineers	\$114 - \$200
Senior Surveyor	\$207
Technical Surveyors	\$115 - \$224
Technical Writer	\$142
Administrator	\$104

## ALTER ENGINEERS

Principal	\$235
Engineer of Record	\$215
Senior Engineer	\$180
Engineer II	\$165
Engineer I	\$150
Drafting	\$130
Support	\$85

## H&M MECHANICAL GROUP

Principal	\$277
Engineer	\$214
Designer	\$158
CAD Operator	\$127
Administrative	\$100

## O'MAHONY & MYER

Principal	\$255
Project Manager	\$180
Project Electrical Engineer	\$180
Project Lighting Designer	\$180
Electrical/Lighting Designer	\$155
CAD Supervisor	\$130
CAD Technician	\$120
Administrative	\$115

## IDA STRUCTURAL ENGINEERS

Principal	\$250 - \$325
Structural Engineer	\$240 - \$270
Civil Engineer	\$175 - \$230
Structural Designer	\$140 - \$155
BIM Manager	\$150
Revit Modeler	\$115 - \$135
Administrative	\$110 - \$125

## TIPPING

Principal	\$300 - \$375
Associate Principal	\$265 - \$325
Associates & Project Directors	\$235 - \$290
Project Manager	\$200 - \$225
Engineers	\$165 - \$215
Structure Designer	\$145 - \$170
BIM Specialist	\$175 - \$205
Administrative	\$100 - \$160

## R.BORINSTEIN COMPANY

Principal	\$200
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## TBD CONSULTANTS

Principal	\$390
Associate	\$330
Senior	\$278
Project	\$247
Staff	\$216
Senior GIS Analyst	\$195
Senior CAD Specialist	\$180
Project Assistant	\$150

## AEI CONSULTANTS

VP/Principal or Director/	
Sr. Registered Professional	\$225
Sr. Specialist/Registered Professional	\$200
Sr. PM/Industrial Hygienist	\$165
IH Project Hygienist/Engineer/	
Geologist/Scientist	\$145
Certified Lead & Asbestos Inspector	\$145
Certified Industrial Hygienist (CIH),	
Indoor Air Quality Professional	\$220
Draft Person/CADD Engineer	\$120
Clerical	\$70

# TEAM RESUMES



BERKELEY TUOLUMNE CAMP  
GROVELAND, CALIFORNIA



## **KAREN RICHARDS, AIA, LEED BD+C, NCARB** **PRINCIPAL**

Karen Richards has over two decades of experience working on a wide variety of institutional buildings, including schools, libraries, community centers, camps, and visitor centers. Karen's strong set of professional, communication and organizational skills, and her passion for problem-solving on every project, are keys to her successful relations with clients and colleagues alike. She has worked on all aspects of design – from master planning and feasibility studies to developing construction documents, securing permits, and administering construction. She has ongoing projects with the City of Brisbane, City of Berkeley, and the National Park Service.

### **SELECT PROJECT EXPERIENCE**

#### **REGISTRATION**

Registered CA Architect | #C32146  
Registered NV Architect | #6721  
Registered OR Architect | #6594  
NCARB Certified #67845

LEED Accredited Professional,  
US Green Building Council

#### **EDUCATION**

Master of Architecture,  
University of California, Berkeley  
Bachelor of Arts,  
University of California, Berkeley

#### **PROFESSIONAL & CIVIC AFFILIATIONS**

Member, East Bay Chapter,  
American Institute of Architects  
Career Day Panelist for Architecture,  
Salesian College Preparatory, Richmond  
Career Day Panelist for Architecture,  
Leadership Public School, Hayward  
Summer Job Shadow Host, Leadership  
Public School, Hayward  
Career Day Panelist for Architecture,  
Bishop O'Dowd High School, Oakland

**City of Berkeley Martin Luther King Jr. Youth Services Center, Berkeley, CA**  
Seismic retrofit of a 1950s building that hosts the City's after school and summer programs for teens and young adults. The project includes electrification and envelope upgrades to align with the City's Green Building Codes as well as an immediate occupancy seismic upgrade.

**City of Berkeley Frances Albrier Community Center, Berkeley, CA**  
Planning and design of new community center at a neighborhood park. The project design replaces the existing structure with a new community center, pool and play areas.

**City of Brisbane Public Library, Brisbane, CA**  
Design and construction of a new 7,600 sf library located in the heart of the City's commercial district. The project includes flexible community spaces, maker space, an outdoor patio, and sustainable water reuse practices. LEED Silver equivalent project.

**Center for Environmental Studies, Bishop O'Dowd High School, Oakland, CA**  
Site planning and design of new science center and support facility for the campus' Living Lab. Sustainable features include locally sourced renewable building materials, roof-mounted photovoltaics, onsite collection and treatment of storm water and rainwater harvesting. LEED Platinum certified / Zero Net Energy verified.

**Boys & Girls Clubs of San Leandro, San Leandro, CA**  
Renovation of existing facilities at a 1960s building. Interiors were modernized with all new technology, healthful building materials, high-efficiency building systems, optimized daylighting and natural ventilation. The building plan and envelope were reconfigured to strengthen the connection to the outdoors.

**Jewish Community Campus of the East Bay, Oakland, CA**  
This project will create a place for the non-profit Jewish Community Center of the East Bay to expand their educational and community services. Existing buildings will be repurposed to house a preschool, after school programs, summer camp, and religious gathering space.



## **SUSI MARZUOLA, AIA, LEED AP BD+C**

### **PRINCIPAL IN CHARGE**

Susi focuses her considerable energy on the design of projects that are rooted in place and community, marry vision to design solutions, capture imagination, and achieve the highest levels of performance. Susi enjoys collaborating on master planning efforts, mission-based projects, educational and community-serving facilities which engage her participatory design and creative problem-solving skills. She has taught at UC Berkeley, and has been active in community service for local public and non-profit organizations. Susi particularly enjoys collaborating with clients and stakeholder groups to understand their vision and create design solutions that deeply resonate with their communities.

### **SELECT PROJECT EXPERIENCE**

#### **REGISTRATION**

Registered CA Architect | #C22905  
LEED Accredited Professional,  
US Green Building Council

#### **EDUCATION**

Master of Architecture,  
University of California, Berkeley  
Bachelor of Arts, Architecture,  
Washington University, St. Louis, MO

#### **PROFESSIONAL & CIVIC AFFILIATIONS**

AIA East Bay / UCB College of  
Environmental Design Joint Lecture  
Committee Chair  
Member, Berkeley Electrification Group,  
a collaboration between City of Berkeley  
and the Ecology Center, Berkeley, CA  
Past President and Board Member,  
American Institute of Architects,  
East Bay Chapter  
Former Co-Chair of Berkeley Unified  
School District Bond Oversight Committee  
Former Board Member,  
The Berkeley School  
Former Board Member, Center for Early  
Intervention on Deafness

#### **City of Berkeley Civic Center Vision Plan, Berkeley, CA**

A master planning effort to advance a community vision, design concepts, and implementation plan for Berkeley's Civic Center area, transforming historic City Hall, the Veterans Memorial Building and Martin Luther King Jr Civic Center Park into an urban oasis and a center for civic and cultural life.

#### **City of Berkeley Fire Department Master Plan, Berkeley, CA**

Master plan for BFD facilities, covering seven fire stations, a training facility, and headquarters. The plan includes spatial needs programming, test fit studies, cost estimates, and phased renovation and construction scenarios.

#### **City of Berkeley Fire Department Fire Headquarters, Berkeley, CA**

Space planning for a renovation and seismic upgrade of an existing collection of 62,000 sf of buildings. Includes a command center, an emergency operations center, fire prevention, an ambulance deployment center, an EMT training facility, a fitness center and storage.

#### **City of Cupertino McClellan Ranch Preserve, Cupertino, CA**

This 28-acre nature and rural preserve is situated along a creek on the site of a 1870s ranch. Siegel & Strain evaluated the site and historic buildings for significance under CEQA, carried out full condition assessments of each building, then designed a new Environmental Education Center to integrate with the historic buildings to shape an outdoor activity area for large groups.

#### **City of Santa Rosa Bayer Neighborhood Park & Gardens, Santa Rosa, CA**

Master plan, design and construction of a six-acre community park that re-imagined a historic farm into a revitalized neighborhood park with gardens, play areas, and a new community pavilion and kiosko buildings that frame a central plaza that connects the street to the heart of the park.

#### **Portola Valley Town Center, Portola Valley, CA**

Master planning and design (through a town-wide public participatory process) and construction of a new 25,000 sf Town Center and open space on an 11-acre parcel. New buildings include a Library, Town Hall, Community Hall and maintenance facilities. LEED Platinum certified.



## **MATT GILROY, AIA**

### **PROJECT MANAGER/PROJECT ARCHITECT**

Matt Gilroy specializes in municipal and public works projects, with an emphasis on high-performance buildings. He is passionate about the details that create beautiful, long-lasting buildings. Over his more than 20-year career, Matt has gained experience with a wide range of project types and scopes including master planning, programming, design, production, and coordination.

Matt's focus on water management and sustainability provide fundamental building blocks to his design approach. He is adept at coordinating consultants and staff, preparing all documentation, leading project and client meetings, and aligning with stakeholders on design strategy.

### **SELECT PROJECT EXPERIENCE**

#### **REGISTRATION**

Registered CA Architect | #C33153

#### **EDUCATION**

Bachelor of Architecture,  
California College of the Arts,  
San Francisco, CA

#### **PROFESSIONAL & CIVIC AFFILIATIONS**

Member, East Bay Chapter,  
American Institute of Architects

#### **City of Berkeley Corporation Yard Comprehensive Plan, Berkeley, CA**

Included assessment of the existing building and site; benchmarking of energy, fuel and water use; and a functional use program for office and meeting spaces; locker and break rooms; shop spaces; storage; parking for over 225 fleet and employee vehicles; and vehicle fueling.

#### **City of Ridgecrest Wastewater Treatment Plant, Ridgecrest, CA**

Full architectural services for the design of a new administration/lab building, maintenance/storage building, vehicle storage and process buildings. City-owned facilities on the Naval Air Weapons Station China Lake in Kern County. Size: 14,100 sf (plus 10,000 sf of process structures).

#### **San Francisco Botanical Garden Nursery, Golden Gate Park, San Francisco, CA**

Replacement of existing aging structures with new all-electric maintenance facilities, including new greenhouse and headhouse as well as a central work yard to support and enable the Garden's living collection of more than 8,000 rare, endangered and unique plants.

#### **Union Sanitary District Campus Building, Union City, CA**

Programming, workshop facilitation, and full architectural services for a new 65,000-sf headquarters that consolidates administration, laboratory and maintenance into one facility as part of a treatment plant upgrade. Collaboration with Burks Toma Architects, Prime Architect.

#### **EBMUD Walnut Creek Water Treatment Plant, Walnut Creek, CA**

Design of new 16,800 sf maintenance building that includes shops, administrative facilities and EOC. Design of 17 structures (53,400 sf) to support the water treatment process including pump stations, electrical building and more.

#### **City of Berkeley Dona Spring Animal Care Services, Berkeley, CA\***

Programming through construction for replacement of the existing inadequate City-owned facility. Emphasis was put on maximizing the daylight, ventilation and acoustics to a more modern environment to increase the health of the animals and facilitate more adoptions. Designed in collaboration with ARQ Architects.

*\*Completed with previous firm*



## **LAURA LEVENBERG, AIA, LEED AP BD+C**

### **PROJECT MANAGER/PROJECT ARCHITECT**

Laura brings a passion for collaboration, quality design, and social and environmental sustainability. Her past experience ranges from programming, to all phases of design, to construction administration, with an attention to detail at every step of the process. Most recently she has worked on the design of a new 10,000 sf Fellowship Hall for the First Congregational Church of Berkeley and an extensive renovation of the 28,500 sf Boys & Girls Clubs of San Leandro club house facility. Laura's work prior to joining Siegel & Strain included multi-family housing with both new construction and renovation projects, community facilities, and design-build service-learning projects. Laura was promoted to Associate in 2023.

### **SELECT PROJECT EXPERIENCE**

#### **REGISTRATION**

Registered CA Architect (C36735)

#### **EDUCATION**

Master of Architecture,  
University of Oregon

Bachelor of Arts, Architecture,  
University of California, Berkeley,

#### **PROFESSIONAL & CIVIC AFFILIATIONS**

American Institute of Architects

LEED Accredited Professional,  
US Green Building Council (USGBC)

Member, SPUR (San Francisco Bay Area  
Planning & Urban Research),  
Oakland chapter

#### **City of Berkeley Corporation Yard Comprehensive Plan, Berkeley, CA**

A phased plan for improvement to the City's base of operations for maintaining sewers, streets, vehicle fleet, and parks. Included assessment of the existing building and site; benchmarking of energy, fuel and water use; and a functional use program for office and meeting spaces; locker and break rooms; shop spaces; storage; parking for over 225 fleet and employee vehicles; and vehicle fueling.

#### **City of Berkeley Fire Department Warehouse, Berkeley, CA**

Addition of a 500 sf office and conference room area to an existing Fire Department Warehouse. Improvements include new mechanical system for the office addition, an electrical service upgrade, and accessibility improvements.

#### **First Congregational Church Fellowship Hall, Berkeley, CA**

Programming and design of a new all-electric 10,000 sf community and classroom building to replace a fire-damaged structure set in the historic context of an iconic Colonial Revival church campus. Includes assembly, food service and program spaces and a garden terrace designed to expand the size, function and experience the Assembly Hall.

#### **Boys & Girls Clubs of San Leandro, San Leandro, CA**

Renovation of existing facilities at a 1960s building. Interiors were modernized with all new technology, healthful building materials, high-efficiency building systems, optimized daylighting and natural ventilation. The building plan and envelope were reconfigured to strengthen the connection to the outdoors.

#### **Spirit Rock Meditation Center, Woodacre, CA**

A new dining hall, staff/teacher village, 3 new dorms and various renovation projects, are among the ongoing improvements at the 39,000 sf meditation center. Project encompasses master plan updates, concept phase, feasibility study, programming, and design.



## JEN TAI, AIA, NCARB

### PROJECT MANAGER/PROJECT ARCHITECT

A City of Alameda resident, Jen Tai has over 10 years of experience working with a wide range of clients, including public, institutional, educational and non-profit, and recently became a licensed architect. Her background is in architecture, urban design, and city and regional planning. Jen thrives in projects that require designing at multiple scales, from master planning to custom furniture. Her background allows her to work strategically within different environmental and socioeconomic contexts, integrating research and stakeholder management with the design process. She is currently playing a key role in the community engagement process for the Cal Poly Swanton Pacific Ranch project.

### SELECT PROJECT EXPERIENCE

#### REGISTRATION

Registered CA Architect | #C41099

#### EDUCATION

Master of Architecture,  
California College of the Arts

Bachelor of Arts, Architecture, City and  
Regional Planning, University of California,  
Berkeley

#### PROFESSIONAL & CIVIC AFFILIATIONS

Member, East Bay Chapter,  
American Institute of Architects

#### Swanton Pacific Ranch, Davenport, CA

A "learn by doing" facility associated with Cal Poly San Luis Obispo, this 3,200-acre property includes redwood forests, riverine ecosystems, and coastal grasslands where students work on timber harvesting, cattle ranching, and other agricultural and ecological studies. We are working with the Ranch on a rebuilding strategy after 90% of the built facilities were destroyed by wildfire.

#### Wilshire Boulevard Temple Camps, Malibu, CA

Most of the buildings on this 187-acre property were destroyed by the 2018 Woolsey Fire and subsequent heavy rains. Siegel & Strain is working on the design of 31 new buildings, totaling 138,000 sf, including a new dining hall, program spaces, camper cabins, and a variety of outdoor gathering and activity spaces arranged around a creek corridor.

#### CuriOdyssey, San Mateo, CA

CuriOdyssey is a children's science museum and zoo with interactive exhibits and rescued animals native to California. The scope is a new Northern American River Otter habitat and holding building as well as a renovation to the existing fox and bobcat holding building.

#### Barbertown, San Francisco, CA\*

Designed and fabricated 10 "Barbertown" board games for BCDC to use in workshops to engage the general public in dialogue about sea level rise.

#### 826 Valencia Tenderloin Center, San Francisco, CA\*

826 Valencia is a non-profit writing center that provides creative writing tutoring for students K-12. The project was built out of a former liquor store in the low-income Tenderloin neighborhood.

#### West Campus Housing at University of California, Santa Cruz, CA\*

Led 10 stakeholder engagement workshops as part of a student housing master planning process. The team designed a series of interactive exercises to solicit input from students, faculty, and staff. This user-centered approach allowed participants to consider trade-offs while identifying project priorities, meet the university's sustainability goals, and reflect the values of the campus community.

*\*Completed with previous firms*

# ORGANIZATION QUALIFICATIONS

PORTOLA VALLEY TOWN CENTER  
PORTOLA VALLEY, CA



## SIEGEL & STRAIN ARCHITECTS

MAKING CHANGE THROUGH ENDURING DESIGN

### OFFICE LOCATION

6201 Doyle Street  
Suite B  
Emeryville, CA 94608  
510.547.8092  
siegelstrain.com

### YEARS IN OPERATION

35

### NUMBER OF STAFF

24 Employees  
15 Licensed Architects  
9 LEED Accredited Professionals

### BUSINESS TYPE

California S Corporation

### CERTIFICATIONS

Small Business Enterprise  
Women-Owned Business

### SERVICES PROVIDED

Architectural Design  
Master Planning/Feasibility Studies  
Programming  
Site Planning/Site Sensitive Design  
Public Outreach Planning & Facilitation  
Sustainability Goal Setting  
Design/LEED Charrettes

**SIEGEL & STRAIN ARCHITECTS** designs places that engage and inspire people, embrace change for the better, and endure over time. A few simple design principles guide our approach to every project:

- Great projects are tied to place and tuned to climate;
- Sustainable design is a fundamental aspect of good design;
- Simple, elegant, and well-crafted design has staying power;
- Close collaboration leads to better buildings and stronger communities.

Over the last 35 years we've worked on a wide variety of projects, including recreation and community centers, parks, corporation yards and maintenance facilities, and other buildings deeply rooted in their neighborhoods.

### WORK WITH PUBLIC AGENCIES

Our practice was built on public sector architecture. We bring extensive experience partnering with cities and other public agencies to plan their facilities to provide quality, uninterrupted services to their communities. We understand the expectations and challenges of our public agency clients, and have established work processes and standards tailored to these needs. We are very familiar with tight budgets, complex programs and working with multiple stakeholders, all while providing excellent, friendly service and high-quality documentation.

### DESIGN FOR COMMUNITY

Community projects are an investment in community values. Our civic projects are collaborative community-wide efforts that build consensus and support, and embody community aspirations. This kind of community engagement has led to buildings – city halls, libraries and community centers – that communities cherish and make their own.



Orinda City Hall (LEED Gold Certified)

## SUSTAINABLE DESIGN

Sustainability has been central to our practice since the early 1990s, from the selection of durable, non-toxic materials to minimizing embodied carbon to reducing operations cost. Our approach is founded on understanding the physical, climatic, and cultural context, including local sustainability goals. We incorporate passive design strategies that optimize function and wellbeing, and minimize energy and water use. High-performing building envelope strategies lead to smaller, more efficient, and less complex building systems. We select materials that are easy to maintain and regionally available. We design spaces that can be adapted for new uses over the life of the building.

## APPROACH TO RENOVATION

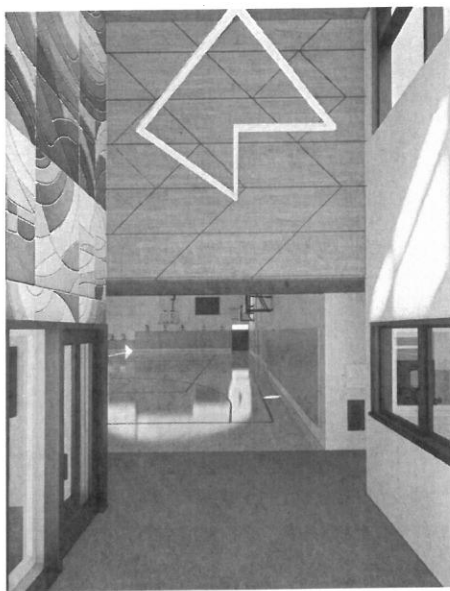
Our approach to renovation begins by gathering and studying all available information on the existing site and structures (including original building drawings, maintenance records, documentation of completed upgrades and renovations etc), completing a thorough existing conditions investigation of the site, buildings, and their associated systems, and understanding current code and permit issues, and the amount of work which may trigger code upgrades. To arrive at a successful renovation scheme for any project, it is fundamental to document and understand the existing conditions of the structure and site of which you intend to improve. We ask that our entire design team, as well as the client and those familiar with the site, attend the site visit to collectively collaborate about the conditions we observe. In this way, the larger team identifies and together becomes aware of the inherent opportunities and constraints on the site. Some existing conditions may lend themselves to achieving the desired outcomes. For example, existing tall ceilings may more easily accommodate technological upgrades, or building placement on the site or mature landscape may offer inherent environmental benefits. Conversely, the more challenging conditions of a site or structure that are identified point out potentially costly repairs and opportunities for creative rethinking around investment in building envelope and system upgrades. We are unafraid of the nitty gritty details of renovation work, and instead imbed our work in it. For this reason, we've become excellent at identifying the inherent opportunities and constraints within existing environments.

"Siegel & Strain designed a new library for the City of Brisbane that is loved by our residents for its capture of the City's relationship with the adjoining San Bruno Mountain, and that also won an AIA People's Choice Award! Subsequently, S&S was tasked with the TI for our Administrative Annex; once again, their work was **well-received** by the occupants of that new space. Brisbane is definitely looking forward to other opportunities to engage with Siegel & Strain based on their ability to turn clients' dreams into **beautiful and well-functioning buildings.**"

– Randy Breault, P.E., City Engineer, City of Brisbane

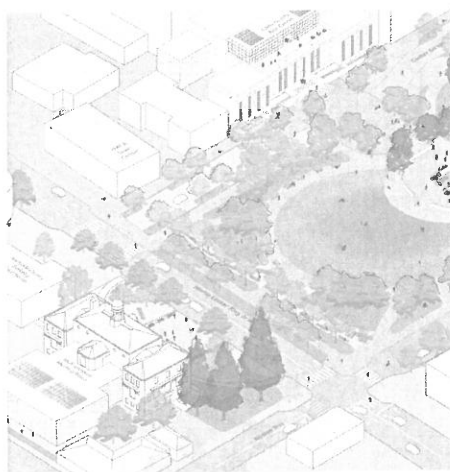


## CITY OF BERKELEY ON-CALL PROJECTS



### MARTIN LUTHER KING JR. YOUTH SERVICES CENTER/ YOUNG ADULT PROJECT

Renovation and transformation of a 1950s building into a more modern and inviting Young Adult Program Center for Berkeley teens. The building is part of the City's Care and Shelter program and needs to be resilient to serve the broader community during an emergency. The design features a gym, technology/media room, program room, lounge and kitchen with new interiors and furnishings. Upgrades include a seismic retrofit to immediate occupancy, accessibility upgrades and new all-electric MEP, fire alarm and sprinkler systems.



### BERKLEY CIVIC CENTER VISION PLAN & DESIGN

Siegel & Strain Architects developed Berkeley's Civic Center Vision Plan (2019-2020), which engaged 1,000+ community members and resulted in a Council-adopted Vision Statement. The subsequent Design Concept phase established four core values: inclusive community, expressive arts, good governance, and empowering education. The plan transforms Civic Center Park into a natural urban oasis, Veterans Memorial Building into a Community Arts Center, and returns government to historic City Hall. City Council adopted this concept in July 2023 and is currently pursuing next steps.



## CITY OF BERKELEY CORPORATION YARD COMPREHENSIVE PLAN

Siegel & Strain developed a phased plan for improvement of the City's maintenance and operations facilities. Design scope included assessment of the existing building and site; benchmarking of energy, fuel and water use; and a functional use program for office and meeting spaces, locker and break rooms, shop spaces, storage, parking for over 225 fleet and employee vehicles, and vehicle fueling. The final plan meets the City's ambitious climate action and resilience goals, including net-zero emissions.



## BERKELEY FIRE DEPARTMENT FACILITIES MASTER PLAN

Siegel & Strain Architects and Mary McGrath Architects prepared a master plan for Berkeley Fire Department facilities. Covering seven fire stations, a training facility, a warehouse, and administrative offices, the scope included current use conditions assessments, spatial needs programming and test fit studies geared to address code and best practice deficiencies; better serve the City's fire suppression and prevention services, and emergency medical care and transport services; and align with the BFD's reorganization effort and service level study recommendations.

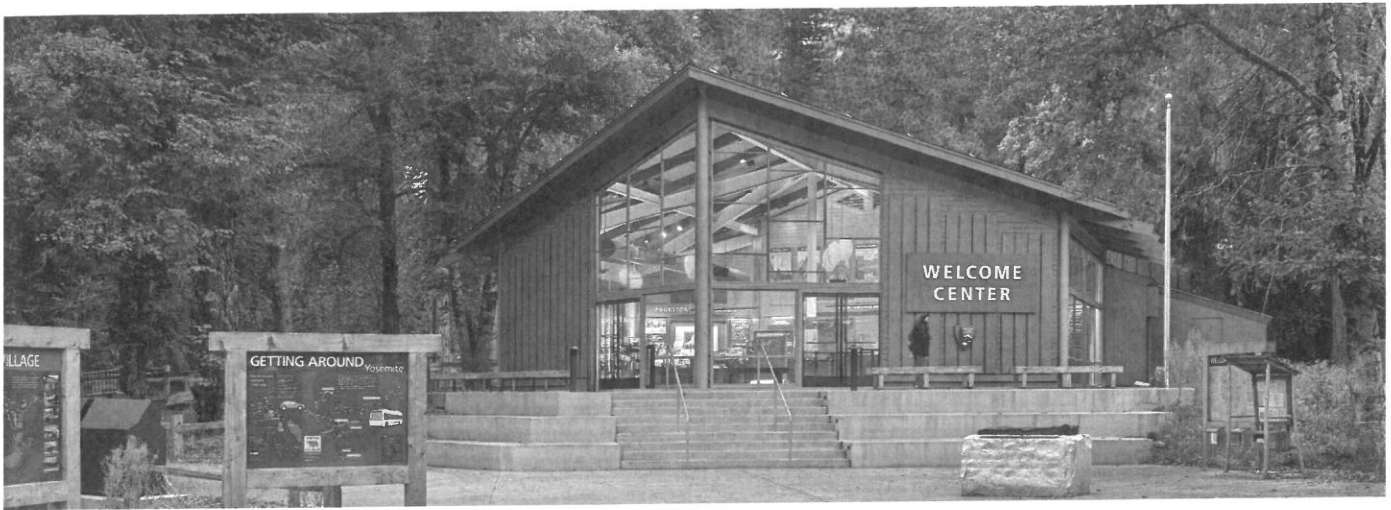


## TELEGRAPH & CHANNING RESTROOM

Supporting the City in their effort to enhance public infrastructure, we served as the architect for a new 24-hour "Portland Loo" in one of Berkeley's busiest commercial districts. An ADA-accessible, solar-powered public restroom designed with both privacy and security in mind, this innovative facility features a handwashing station, graffiti-resistant materials, and a beautiful art wrap by Forest Wolf Kell that compliments the mural on the neighboring building.

"Siegel & Strain Architects were a true delight to work with on our complex project that involved numerous partners. The team brought **inspiring ideas** to the design that beautifully integrated with our organizational values and the landscape."

– Jessica Carter, Director of Parks & Public Engagement, Save the Redwoods League



## NATIONAL PARK SERVICE IDIQ PROJECTS

Since 2008, S&S has had an indefinite delivery/indefinite quality (IDIQ) contract with the National Park Service. We have worked on more than 45 projects in the Pacific West Region, including visitor centers, entrance and comfort stations, environmental education centers, fire facilities, residential and dining facilities, and maintenance facilities. Most of these projects have involved managing large groups of NPS and park partner stakeholders through a collaborative design process.



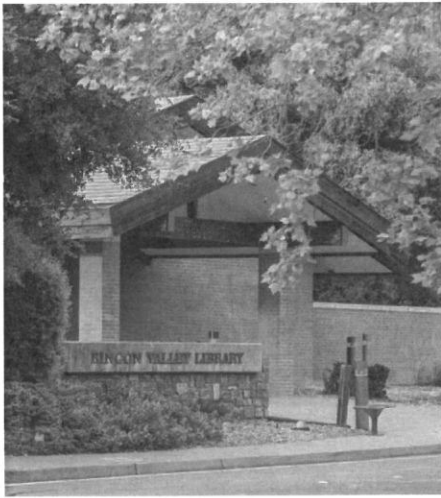
### YOSEMITE VALLEY WELCOME CENTER YOSEMITE NATIONAL PARK, CALIFORNIA

The new Welcome Center occupies the glassy south end of the Mission 66 Yosemite Village Store, an historic space with stunning views of Glacier Point that was originally a dining room. The project rehabilitated the historic character, addressed deferred maintenance, upgraded HVAC and electrical systems for comfort and energy efficiency, upgraded ADA compliance, and adapted the space for use as a Welcome Center with information desk and exhibits. The project was designed following the Secretary of the Interior's Standards.



### COTTONWOOD VISITOR CENTER JOSHUA TREE NATIONAL PARK, CALIFORNIA

A new off-the-grid visitor center, renovated Mission 66 Ranger Building, outdoor amphitheater space, shade structures and interpretive trail. With significant increases in visitors entering from the south, the goal is to improve visitor experience and provide staff with improved resources for delivering information and interpretive programs. The center will include: indoor and outdoor exhibits, information desk, sales area, fee collection and offices for administration and interpretive staff, restrooms, shade structures, and a meeting room.



## **LIBRARY ON-CALL CONTRACTS**

### **SONOMA COUNTY LIBRARY**

As part of our work as an on-call architect for Sonoma County Library, we are designing a modernization of the 1990s-era Rincon Valley Regional Library, one of more than a dozen libraries within the SCL system, to bring it into line with current library service models and goals. The project is an extensive spatial planning and re-organization effort, with updates to fixtures, furnishings and finishes; the addition of an automated materials handling system; and upgrades to accessibility, including converting two gender-specific restrooms into a single universal use restroom, aligning with Sonoma County Library's broader community goals.

### **MENDOCINO COUNTY LIBRARY**

Siegel & Strain has also recently been selected as an on-call architect for Mendocino County Library, a system of six library branches spread across a large, mostly rural area. Projects that may be undertaken include upgrades to the main branch in Ukiah as well as smaller interior refreshes and possible expansion at other branches. Like Sonoma, MCL desires to better serve patrons with a modern library service model, upgrade the aesthetics of their buildings, and improve energy efficiency and maintenance needs.



## **CITY OF BRISBANE PROJECTS**

### **BRISBANE LIBRARY**

The naturally daylight spaces of the library are designed to serve as the community's living room with a wide variety of places to sit with a book, or to learn and socialize with others. The building's flexibility allows it to adapt to changing technology and community needs. The community room can be a part of the library during regular hours or serve the City during off hours, and is divisible into different smaller program areas or can expand internally and into the outdoor patios to create larger gathering space. The entire site serves as a demonstration of sustainable water practices with on-site rainwater collection from the roof for toilet flushing, storm water detention in rain gardens, native plants and low flow fixtures

### **BRISBANE ADMINISTRATIVE OFFICES**

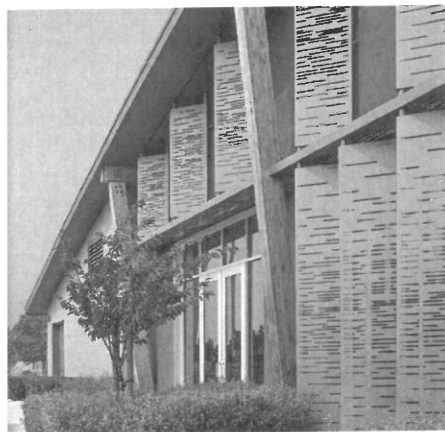
Following our successful work on the library, the City retained Siegel & Strain to design tenant improvements for an existing facility recently leased by the City in order to relocate the Brisbane City Manager's offices, Brisbane Chamber of Commerce, and North County Fire Department administrative offices. The scope includes site improvements such as accessible parking and path of travel; interior and exterior signage and graphics; and interior improvements for offices, and the coordination with the City's vendors for furnishings, IT/AV and security systems.



## OTHER CIVIC WORK

### MARINA LIBRARY, SAN MATEO

This project modernizes the 1960s-era building while mitigating significant structural settlement. Working with library staff, we re-designed the space to serve the needs of the local community including a dedicated teen space, increased area for casual browsing and gathering, and a flexible children's area with expanded capacity for story time and other public presentations. The renovation design capitalizes on the waterfront views and natural daylight, eliminates barriers to accessibility, and improves energy performance and durability through envelope improvements and all-electric systems.



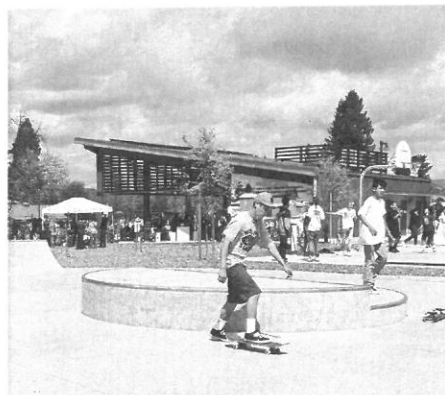
### OAKLEY RECREATION CENTER

This new one-story, 9,500 sf multi-use building is designed for a variety of recreation activities and community events. With a large dividable community room, performance stage, a commercial kitchen and food storage area, offices and conference space, restrooms, storage, and an uncovered outdoor patio, the Recreation Center provides the space that was greatly needed for events that unite this fast-growing community.



### RIDGECREST WATER TREATMENT PLANT

Siegel & Strain designed the three-building core campus consisting of the Operations/Lab Building, Maintenance Shop and Vehicle Garage, as well as five process structures such as the cogeneration, dewatering and electrical buildings. Despite the range of building types, S&S developed a unified design aesthetic with the use of common roof forms and a consistent materials palette. The project strives to minimize carbon with roof mounted photovoltaic arrays on all buildings; battery back-up at the Operations/Lab; and strategic selection of building materials.



### BAYER NEIGHBORHOOD PARK & GARDENS, SANTA ROSA

The Bayer Neighborhood Park & Gardens project reworks an historic homestead into a neighborhood park and garden. New community pavilion and kiosk buildings frame a central plaza that connects the street to the heart of the park. The master plan grew out of an extensive community public process that included numerous opportunities for public input – workshops, task force meetings, focus group sessions, interviews with key citizens



## COMMUNITY SERVING PROJECTS

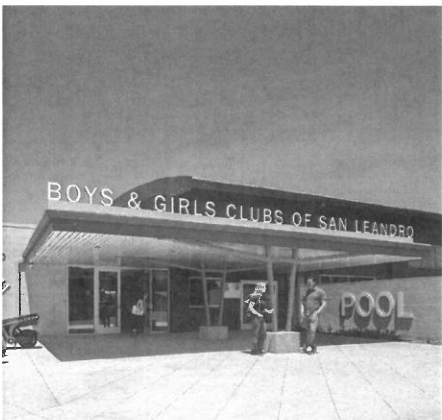
### TIDEWATER BOATING CENTER, OAKLAND

Located at the Martin Luther King, Jr. Regional Shoreline on the Oakland Estuary, the Tidewater Boating Center provides outreach to local youth through programs in competitive rowing, sea kayaking, canoeing, nature study, and water safety. The 12,300 sf complex consists of three buildings: two boathouses and an accessory structure housing Recreation Department offices and a security residence. The boathouses include boat storage, an indoor training gym, restrooms and dressing rooms, staging areas and meeting rooms.



### BERKELEY HILLEL JEWISH STUDENT CENTER

Berkeley Hillel, the Jewish student center adjacent to the University of California, Berkeley, welcomes students to gather, study together, explore their Jewish heritage, engage in community service, and enjoy the comforts of a home away from home. The renovation completely reconfigured offices, meeting rooms, auditorium, and collaborative work spaces within the shell of the 1950s building. A core emphasis in the design was placed on the concepts of adaptability and versatility, ensuring that each space can serve multiple purposes and can be conveniently reconfigured in the years to come.



### BOYS & GIRLS CLUB OF SAN LEANDRO

Since 1966, the Boys & Girls Clubs of San Leandro has provided after-school and summer programs for local youth. Its focus has expanded from sports to academics, technology, career readiness, and well-being. Siegel & Strain redesigned the site with a technology center, makerspace, new program rooms, a reclaimed play yard, and renovated facilities. A shipping container café offers teen job training. Our work modernized interiors with sustainable materials, improved daylighting and ventilation, upgraded structural systems, enhanced accessibility, and replaced parking with green space, creating a vibrant hub for learning, play, and community connection.

"We are continually impressed with Siegel & Strain's work, efforts and insights. Not only have they continued to be **incredible listeners**, they are thorough, always on time with follow up, and continually think multiple steps ahead keeping our process moving forward. Of specific note, they have met aggressive timelines and at times unreasonable requests from us with nothing but grace and the highest level of professionalism always **exceeding our expectations**. We give them nothing short of the highest possible recommendation."

– Matthew Stephens, Former Director of Conservatory of Flowers & SF Botanical Garden

## SUB-CONSULTANT FIRMS



### GATES +ASSOCIATES

1655 N. Main St. Walnut Creek, CA  
94596  
925-360-8411  
[www.dgates.com](http://www.dgates.com)

#### LANDSCAPE ARCHITECTURE

**Gates + Associates** is a women-owned, SBE certified 29-person Landscape Architecture, Urban Design and Land Planning firm located in Walnut Creek, established in 1977. They are passionate, collaborative and innovative designers who love to develop environmentally-sensitive urban designs that get people outside. Gates' quality, sustainable designs throughout the San Francisco Bay Area and beyond provide dynamic, memorable, and maintainable spaces for a wide breadth of people to live, work, and play. The firm practices a design approach that facilitates incorporation of community and agency input. They have extensive experience with diverse stakeholders who bring a variety of perspectives to the process.

### PGAdesign

LANDSCAPE  
ARCHITECTS

444 17th St  
Oakland, CA 94612  
510.465.1284  
<https://pgadesign.com/>

#### LANDSCAPE ARCHITECTURE

**PGAdesign** is an award-winning landscape architecture studio creating vibrant public spaces across California since 1979. Specializing in urban spaces, housing, education, historic sites, parks, and transit projects, PGA designs with purpose to enrich communities. Skilled in navigating community concerns and city requirements, they bring visions to life. PGAdesign holds an on-call landscape architecture contract with the City of Berkeley and collaborates with Siegel & Strain on various projects.

### CARDUCCI ASSOCIATES

555 Beach Street, 4th Floor, San  
Francisco, CA 94113  
415 674 0990  
[www.carducciassociates.com](http://www.carducciassociates.com)

#### LANDSCAPE ARCHITECTURE

Founded in 1976, **Carducci & Associates** is a professional landscape architecture and planning firm, located in San Francisco's Fisherman's Wharf. Headed by Design Principals Vincent Lattanzio, Bill Fee and Yi Jin Kim, the firm has grown and evolved to serve an ever-widening range of public and private academic, corporate, and institutional clients throughout Northern California. Carducci & Associates' services include landscape architecture, planning, urban design, and water management.



1646 N. California Blvd, Suite 400,  
Walnut Creek, CA 94596  
(925) 940-2200  
[www.bkf.com](http://www.bkf.com)

#### CIVIL ENGINEERING

Since 1915, **BKF Engineers** has earned a reputation for its ability to successfully plan, design, survey, and implement complex projects. BKF is an engineering and land surveying firm that has dedicated its talents, time, and resources to supporting the needs and vision of communities in the western United States. Their clients continue to call upon them to partner with them to design and build the most challenging projects the West Coast has seen in the last hundred years. With complete services from funding strategies to design-build, they are equipped with over 500 team members from their network of 16 offices to make clients' projects happen. BKF's portfolio includes projects in laboratories and research facilities, universities, transportation, water, land surveying, retail, commercial, government, civic, and federal projects. They are driven by passion for their neighbors and being a part of something greater, which is our communities.

## CSW|ST2

2001 Addison Street  
Berkeley, CA 94704  
415.883.9850  
[www.cswst2.com](http://www.cswst2.com)

#### CIVIL ENGINEERING

**CSW/Stuber-Stroeh Engineering Group** is a full service design firm consisting of 35 civil engineers, planners, and surveyors, and has supported the infrastructure serving California since 1954. With over 60 years of experience, CSW/ST2 offers clients creative, cost-effective designs and practical solutions to design challenges. Their team focuses on the planning and design of economical and environmentally sustainable projects serving the recreation, urban infill, transportation, education and public infrastructure sectors.

## TIPPING

1906 Shattuck Avenue  
Berkeley, CA 94704  
510.549.1906  
[www.tippingstructural.com](http://www.tippingstructural.com)  
Certified SBE (County of Alameda)

#### STRUCTURAL ENGINEERING

**Tipping Structural Engineers** (Tipping) is a service-forward structural engineering practice that has been unlocking greater possibilities for clients and communities since 1983. By focusing on project goals before calculations, boldly asking the difficult questions, and leveraging their deep understanding of structural behavior, the firm turns vision into reality, often in unexpected ways. Tipping offers sophisticated in-house advanced analytics that can be employed on projects to aid in identifying a structural solution that meets the performance goals often at a lower cost than solutions prescribed by code. Most recently, Tipping employed these tools to find a cost-effective approach to the seismic upgrades of Berkeley Civic Center's historic Veterans Building and the Maudelle Shirek Building.



1629 Telegraph Avenue  
Suite 300  
Oakland, CA 94612  
510.834.1629  
ida-se.com

## STRUCTURAL ENGINEERING

**IDA Structural Engineers, Inc.** (IDA) is a 16-person, award-winning structural engineering firm, originally established in 1986. IDA works with municipalities throughout Northern California on important aquatic centers, environmental education centers, laboratories, and office buildings. Projects include the LEED Gold Berkeley Animal Shelter and Albany Public Works Center, with foundations designed for the underlying bay mud. IDA's aquatic facility design experience includes the design for the new Ellis Aquatic Park in Tracy, CA, a ten-building complex including pools, water features, concessions, office space and a multipurpose recreation center gymnasium.



1629 Telegraph Avenue  
Suite 300  
Oakland, CA 94612  
510.834.1629  
ida-se.com

## MECHANICAL & PLUMBING ENGINEERING

**H&M Mechanical Group Inc.** is a mechanical engineering firm specializing in HVAC, plumbing, and fire sprinkler system design for various building types. They focus on new construction, modernizations, fire restoration, Title 24 reporting, and energy analysis. Founded in 1981, H&M has over 40 years of experience, particularly in school projects across northern California. Their expertise with the DSA review process ensures timely approvals. Beyond education, H&M designs systems for residential complexes, offices, retail spaces, community centers, libraries, and civic projects.



66 Franklin Street, Suite 300  
Oakland, CA 94607  
510.474.0379  
alterengineers.com

## MECHANICAL & PLUMBING ENGINEERING

**Alter Engineers** is committed to the building industries' move to a carbon-neutral future. The founding partners have worked on numerous projects with Siegel & Strain, with several being for park services including historic renovations. Alter Engineers' approach prioritizes keeping senior staff intimately involved on every project, ensuring a smooth workflow and quick iteration of design concepts. This expertise will help the project team design and build a comfortable, resilient, and sustainable building.



**O'MAHONY & MYER**  
ELECTRICAL ENGINEERING & LIGHTING DESIGN

4340 Redwood Highway  
Suite 245  
San Rafael, CA 94903  
510.474.0379  
ommconsulting.com

## ELECTRICAL ENGINEERING & LIGHTING DESIGN

**O'Mahony & Myer** is a consulting engineering firm specializing in commercial, civic, and educational electrical engineering and lighting design. Founded in 1979, O'Mahony & Myer provides full service electrical engineering and lighting design services to architects, engineers, municipalities, and property owners. O'Mahony & Myer's commitment is to design the most sustainable, energy-efficient, effective, and architecturally appropriate electrical and lighting systems possible – and where the lighting design is concerned, to reinforce the architectural goals of the project and enhance the visual surroundings.

**R. Borinstein Company**

project management services  
construction management & estimating

PO Box 2359  
San Anselmo, CA 94960  
415.259.4927  
rmbco.com

## COST ESTIMATING

**R. Borinstein Co.** has over 40 years of construction experience providing estimating, scheduling, and construction management for all stages of project delivery. Mr. Borinstein has estimated and managed a wide array of project types including new ground-up construction, renovation, seismic bracing, historic restoration, as well as parkland trail and visitor facilities. He has prepared estimates for more than 60 National Park projects across the nation as well for projects managed by Bay Area organizations including the Mid-Peninsula Open Space District, Santa Clara Open Space Authority, and East Bay Regional Parks District.



**tbd consultants**  
*more value, less risk*

111 Pine Street, Ste. 1315  
San Francisco, CA 94111  
(415) 981-9430  
www.tbdconsultants.com

## COST ESTIMATING

**TBD Consultants** is a certified small business enterprise dedicated to the provision of excellence in construction cost management and project management services to owners and their professional consultants. They specialize in developing construction cost estimates based on the most conceptual information as well as the detailed and complex later stages of design. TBD is also expert in project delivery, schedule analysis, and project controls services. Their clients rely on their ability to provide defensible and reliable information at all stages of the project. Clients also depend on the firm's expertise to control time and budget and manage risks throughout the project, from inception to completion.



2500 Camino Diablo  
Walnut Creek, CA 94597  
800-801-3224  
925-746-6000  
<https://aeiconsultants.com/>

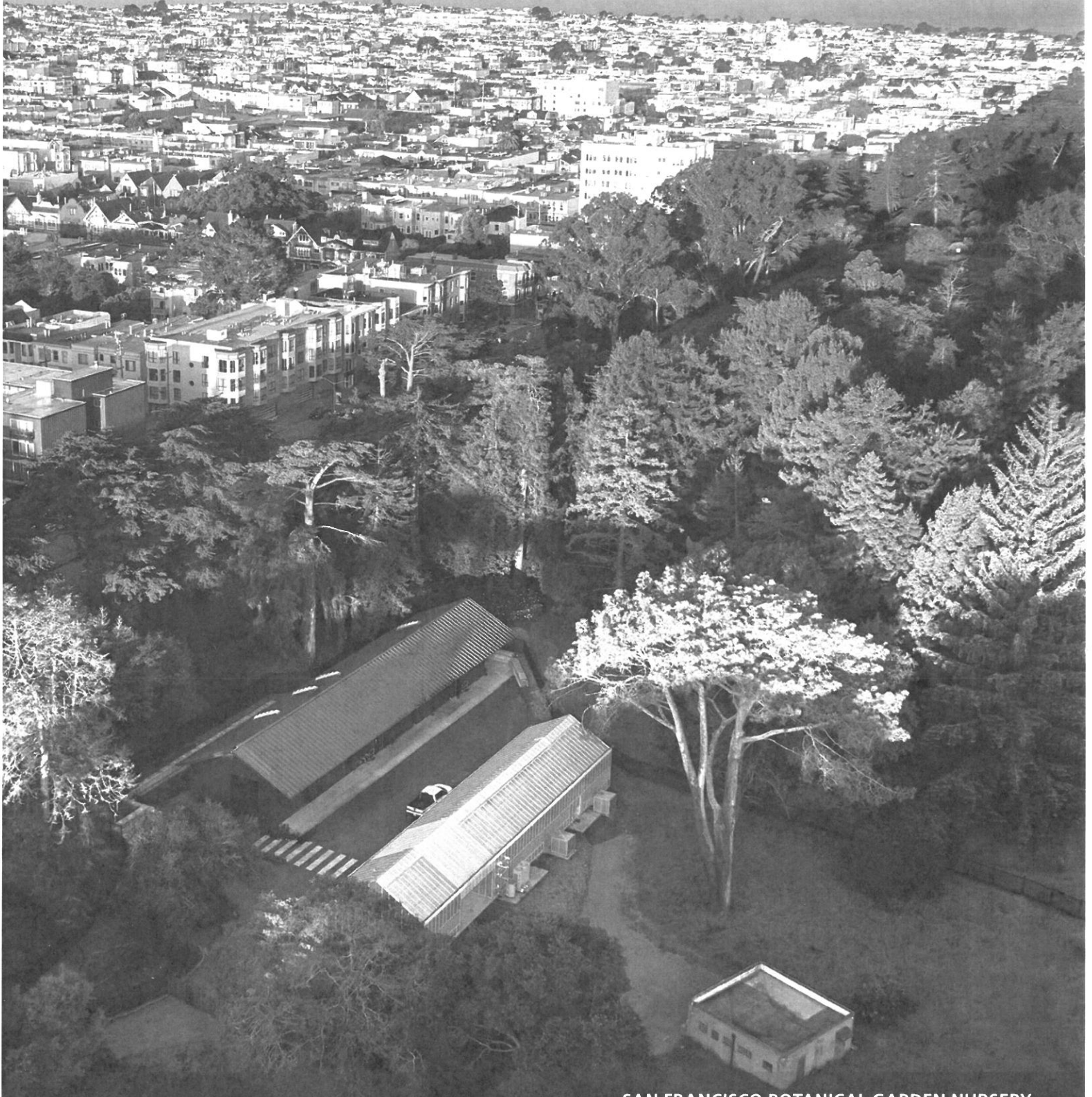
## HAZARDOUS MATERIALS

**AEI Consultants** provides building, environmental, land and sustainability assessment and consulting services throughout North America. Founded in 1992, we are employee-owned and operated. AEI is headquartered in the San Francisco Bay Area with technical experts serving clients locally and nationally. AEI serves public, private, municipal and institutional clients with technical solutions for real estate and the built environment. Our team is comprised of driven, analytical, and detail-oriented professionals who are born problem-solvers. We value our client relationships, their success, and culture of our organization.



Tidewater Boating Center, Oakland

# REFERENCES, RELATED EXPERIENCE, & EXAMPLES OF WORK



SAN FRANCISCO BOTANICAL GARDEN NURSERY  
SAN FRANCISCO, CALIFORNIA

## CLIENT REFERENCES

### CITY OF BERKELEY

#### BERKELEY FIRE DEPARTMENT FACILITIES MASTER PLAN

**DAVID SPRAGUE**

Fire Chief  
510.981.3473 |  
DSprague@cityofberkeley.info

**Projects:**

Berkeley Fire Department  
Facilities Master Plan  
Berkeley Fire Warehouse

**TYPE OF WORK:**

A master plan for BFD facilities, covering seven fire stations, a training facility, and headquarters. The plan includes spatial needs programming, test fit studies, cost estimates, and phased renovation and construction scenarios.

**TEAM:** Susi Marzuola, PIC; Madison Jackson, PM

**CONSULTANTS:**

Mary McGrath Architects - Associate Architect  
Manns Woodward Studio - Associate Architect  
Biggs Cardosa Associates - Structural  
Leland Saylor Associates - Cost Estimating  
Strategic Economics - Economist

**STATUS:** Completed Spring 2023; Awaiting City Council Adoption

**CONSTRUCTION BUDGET:** N/A

#### MARTIN LUTHER KING JR. YOUTH SERVICES CENTER

**SCOTT FERRIS**

Director, Parks, Recreation and Waterfront  
510.981.6700 | SFerris@cityofberkeley.info

**Projects:**

Berkeley Tuolumne Camp  
Frances Albrier Community Center  
MLK/YAP Youth Services Center

**TYPE OF WORK:**

Full architectural services for the renovation and expansion of a 11,550 sf, 1950s-era building City recreation center to meet resilience, sustainability, and programming goals. The project included public outreach with teen engagement sessions, neighbor meetings, and online questionnaires to inform the reconfiguration of program spaces and modernization of the facilities to better serve teens, toddlers, and sports programming.

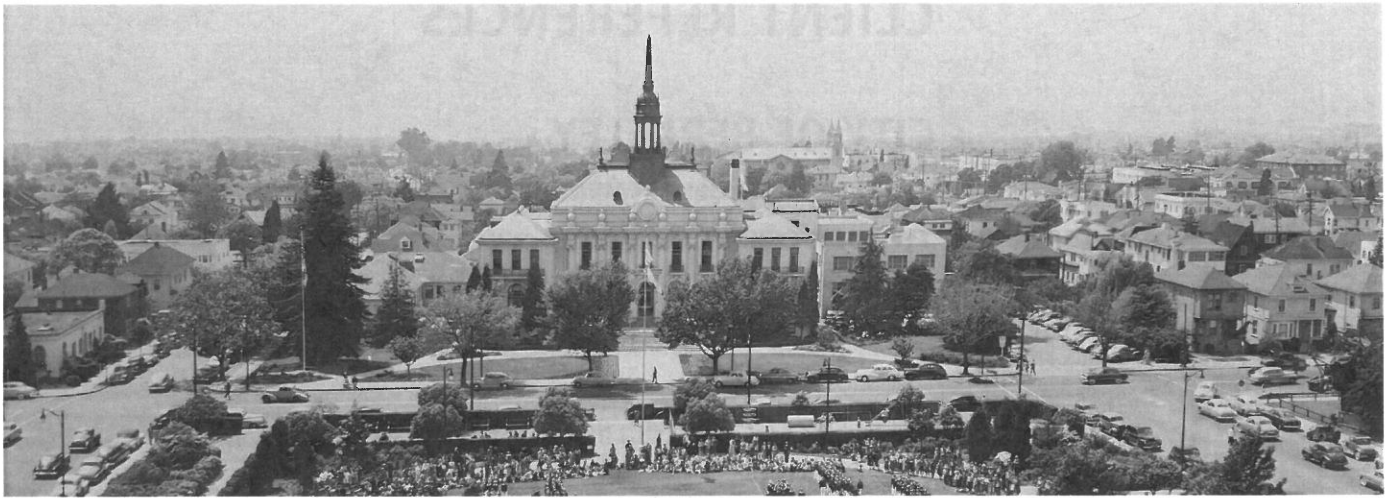
**TEAM:** Karen Richards, PIC; Harry Lam, PM; Ege Yener, Designer

**CONSULTANTS:**

CSW/Stuber-Stroeh - Civil  
IDA - Structural  
Alter Engineers - Mechanical/Plumbing  
O'Mahony & Myer - Electrical/Lighting  
R.Borinstein Co - Cost Estimating  
Donnelly Design - Signage  
Edward Don & Company - Food Service

**STATUS:** CD's in for permit and out for Bid with start of construction targeted for June 2025; Public Art out for RFP

**CONSTRUCTION BUDGET:** \$10M



## **BERKELEY CIVIC CENTER VISION PLAN & DESIGN CONCEPT**

### **ELMAR KAPFER**

Supervising Civil Engineer,  
Public Works

510.981.6435 | [ekapfer@cityofberkeley.info](mailto:ekapfer@cityofberkeley.info)

#### **Projects:**

Berkeley Corporation Yard  
Comprehensive Plan  
Berkeley Civic Center  
Vision Plan & Design Concept  
Telegraph & Channing Restroom  
Pathways Stairs Center Congregate Shelters

### **ELEANOR HOLLANDER**

Economic Development Manager

510.981.7536 | [ehollander@berkeleyca.gov](mailto:ehollander@berkeleyca.gov)

#### **Projects:**

Berkeley Civic Center Vision Plan &  
Design Concept

#### **TYPE OF WORK:**

A master planning effort to advance a community vision, design concepts, and implementation plan for Berkeley's Civic Center area. The planning area includes 76,500 sf of buildings: Martin Luther King Civic Center Park, Veterans Memorial Building, and City Hall – the Maudelle Shirek Building. The original 2019-2020 visioning effort was further advanced in 2022-2023 to develop a preferred design concept, which concluded with a Design Concept Report intended to serve as a guide for future specific design and phased development of the 6-acre Berkeley Cultural Civic Center. We are currently working with the City on concept design for the buildings with the assistance of preservation architects and structural engineers, and leading a programming exercise to identify which City departments could be possible tenants for the renovated buildings.

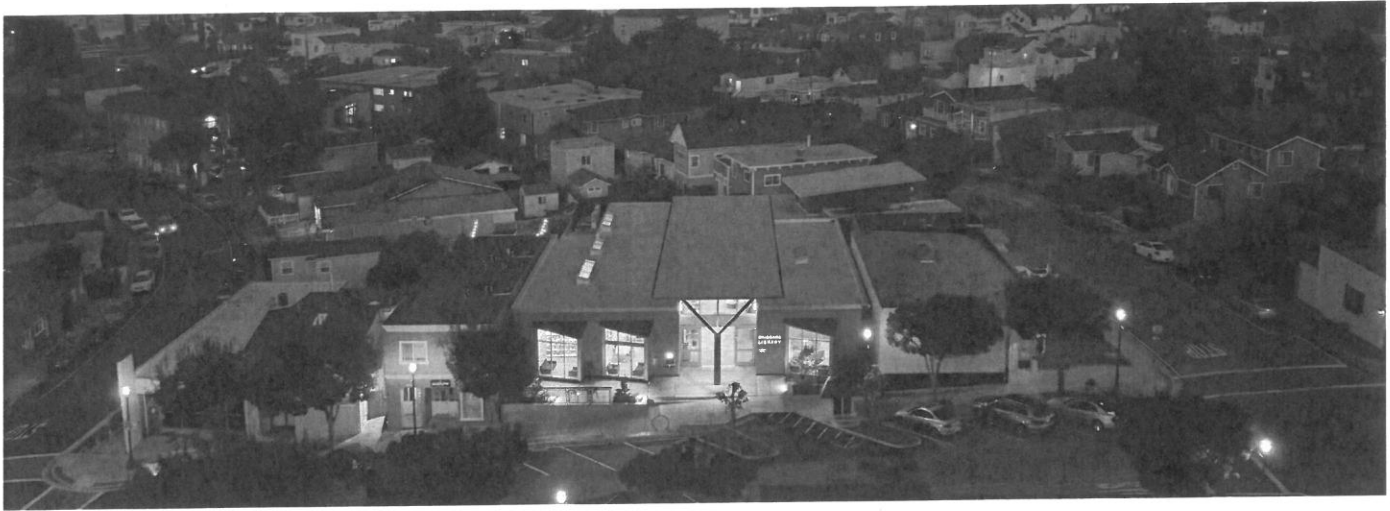
**TEAM:** Susi Marzuola, PIC; Amanda Knowles, PM

#### **CONSULTANTS:**

Gehl Studios - Prime Consultant, Phase 1; Urban Design, Phase 2  
Taecker Planning & Design - City Planning  
Strategic Economics - Financial Consultant  
Equity Community Builders - Implementation Planning  
TBD Consultants - Cost Estimating

**STATUS:** Design Concept Report was adopted by City Council in 2023 and Phase 3 Conceptual Design and Implementation Plan anticipated completion by the end of 2025

**CONSTRUCTION BUDGET:** N/A



## CITY OF BRISBANE

### BRISBANE ADMINISTRATIVE OFFICES

#### RANDY BREAUT

Director of Public Works/City Engineer  
415.508.2131 | rbreault@ci.brisbane.ca.us

#### Projects:

Brisbane Library (pictured above)  
Brisbane Administrative Offices

#### TYPE OF WORK:

10,500 sf tenant improvement project of an existing building leased by the City to expand City offices and to relocate the North County Fire Authority's administrative offices to the City. Pre-design tasks included programming, test fits, and cost estimates to finalize a direction before full service SD through CA. The project reconfigured the single tenant office building into two tenant suites with separate entries, lobbies, breakrooms, restrooms, and service spaces in addition to offices and meeting rooms.

**TEAM:** Karen Richards, PIC

#### CONSULTANTS:

Bluestone Engineers - Structural  
O'Mahony & Myer - Electrical, Lighting, Fire-Life Safety, Low Voltage/  
Security support  
H&M Mechanical - Mechanical, Plumbing  
Donnelly Design - Signage  
R. Borinstein Company - Cost Estimating  
CSW/Stuber-Stroeh - Civil Engineer

**STATUS:** Completed in 2024

**CONSTRUCTION BUDGET:** \$3.2M



## CITY OF OAKLEY

### OAKLEY RECREATION CENTER

**KEVIN ROHANI**

City Manager

925.625.7003 | Rohani@ci.oakley.ca.us

**Projects:**

Oakley Recreation Center (pictured above)  
Oakley Public Facilities Inventory  
and Needs Memorandum

**TYPE OF WORK:**

Full architectural services for a 9,500 sf building on a 6.5-acre site. Design highlights indoor/outdoor connections, landscape and site improvements and pathways to parking and adjacent playing fields.

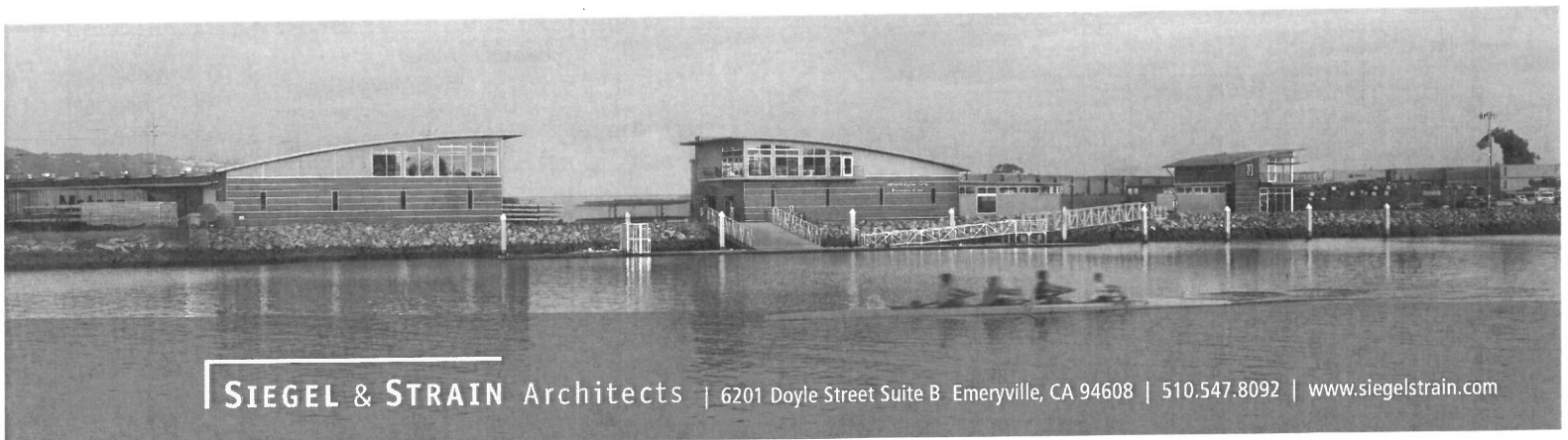
**TEAM:** Susi Marzuola, PIC; Michael Hayden, PM

**CONSULTANTS:**

Gates & Associates - Landscape  
BKF Engineers - Civil  
IDA - Structural  
H&M Mechanical - Mechanical, Plumbing  
O'Mahony & Myer - Electrical  
Lighting - Illuminosa  
RAS Design - Food Service  
R. Borinstein Co. - Cost Estimating

**STATUS:** Completed 2019

**CONSTRUCTION BUDGET:** \$6.7M



**SIEGEL & STRAIN** Architects | 6201 Doyle Street Suite B Emeryville, CA 94608 | 510.547.8092 | [www.siegelstrain.com](http://www.siegelstrain.com)



SIEG&amp;ST-01

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# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
**5/2/2025**

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).

<b>PRODUCER</b> License # 0E67768 <b>IOA Insurance Services</b> 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	<b>CONTACT NAME:</b> Gloria Page <b>PHONE (A/C, No, Ext):</b> (925) 918-4540 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Gloria.page@ioausa.com														
<b>INSURED</b>  <b>Siegel &amp; Strain Architects</b> 6201 Doyle Street, Suite B Emeryville, CA 94608	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C : RLI Insurance Company</td> <td>13056</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 : Travelers Property Casualty Company of America	25674	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C : RLI Insurance Company	13056	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-3X774139-23-47	10/7/2024	10/7/2025	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-3X774139-23-47	10/7/2024	10/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-3X774809	10/7/2024	10/7/2025	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WEGAP1WY8	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Professional Liab.</b>			RDP0056196	10/7/2024	10/7/2025	<b>Per Claim</b> <b>2,000,000</b>
C	<b>Professional Liab.</b>			RDP0056196	10/7/2024	10/7/2025	<b>Aggregate</b> <b>2,000,000</b>

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

General Liability: City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.  
 Hired & Non-Owned Auto Liability includes Blanket Additional Insured and Blanket Waiver of Subrogation.

Initial

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5/12/2025

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Alameda</b> <b>ATTN: Jeanette Navarro</b> <b>Public Works Department</b> <b>950 West Mall Square #110</b> <b>Alameda, CA 94501</b>	<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> <p>AUTHORIZED REPRESENTATIVE  </p>
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional 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 available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**4. The following definition is added to the DEFINITIONS Section:**

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: 680-9G227216

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
----------	--------------------

Hired Auto Liability	\$
Nonowned Auto Liability	\$ INCLUDED

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

### PROVISIONS

#### A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

#### B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:
  - (1) Any fellow "employee" of the insured arising out of and in the course of:
    - (a) Employment by the insured; or
    - (b) Performing duties related to the conduct of the insured's business.
- b. "Property damage" to:
  - (1) Property owned or being transported by, or rented or loaned to the insured; or
  - (2) Property in the care, custody or control of the insured.

#### C. WHO IS AN INSURED

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

## COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

### D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

### E. ADDITIONAL DEFINITIONS

**Section V – Definitions** is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 57 WEG AP1WY8

**Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Siegel & Strain Architects  
6201 DOYLE ST STE B  
EMERYVILLE CA 94608

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

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

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

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

