

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 18th day of September 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and DIALOG DESIGN LP, a Delaware LP, whose address is 126 Post Street, Suite 500, San Francisco, CA 94108 (“**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: Design Services related to the Relocation of the Day Center Services. City staff reached out to the service providers on the City’s bidders list interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on September 17, 2024.
- E. The City and Provider desire to enter into an agreement for Design Services related to the Relocation of the Day Center Services, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 17th day of September 2024, and shall terminate on the 16th day of September 2025, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to one (1) additional year. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included

in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

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

b. The total five-year compensation for this Agreement shall not exceed **\$168,815**.

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance,

workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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

c. Provider's obligation to indemnify, defend and hold harmless Indemnities 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.

Initial
DL

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

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

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:

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.

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. 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**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of 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.

c. 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
Housing and Human Services
950 W. Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Housing and Human Services Manager
Email: humanservices@alamedaca.gov

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

Dialog Design LP
126 Post Street, Suite 500
San Francisco, CA 94108
ATTENTION: Dong Kim
Ph: (510) 452-3224

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

City of Alameda
Housing and Human Services
950 W. Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Danielle Sullivan
Email: dsullivan@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 30, 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.

DIALOG DESIGN, LP
a Delaware LP
Per its general partner
DIALOG Holdings, USA, Inc.

Signed by:

C3497D0D83A24BF...


Dong E. Kim
Authorized Signing Officer

Signed by:

C50D43522D2A420...

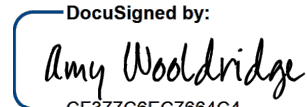
Mona Lovgreen
Authorized Signing Officer

CITY OF ALAMEDA
a municipal corporation

Signed by:

646BD87E46D243E... 9/18/2024

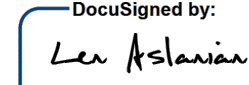
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

CF377C6EC7664C4...

Amy Wooldridge
Assistant City Manager

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

765D25E39B18464...

Len Aslanian
Assistant City Attorney



August 29, 2024

Amy Wooldridge
Assistant City Manager
City of Alameda
2263 Santa Clara Ave, Rm 320
Alameda, CA 94501

Dear Amy,

**Re: City of Alameda Day Center and Safe Parking
Design Fee Proposal
Our File: TBD**

We thank you for the opportunity to present this Fee Proposal for the City of Alameda Village of Love design on behalf of DIALOG Design LP, referred to as DIALOG in this document and in project documentation).

We understand that the City would like to design a new facility for temporary housing servicing the population who were recently displaced from their homes. We reviewed various potential locations to house new program with you and generally agree that the Wing 3 of the existing Building 2 is the optimal project location based on the desire to minimize the construction budget. The existing building was originally constructed as navy barracks and housing new transient housing would not trigger major structural upgrades to the building, as discussed with the Chief Building Official Oscar Davalos. The following is our proposal:

1. SCOPE OF THE PROJECT

We understand the Scope of the Project to be generally as follows:

Project Name: City of Alameda Village Of Love Design
Project Location: Building 2, West Midway Avenue, Alameda, CA 94501
Owner Name: City of Alameda
Major Building Area Functions: Transient housing and exterior parking
Approximate Project Building Area: $\pm 4,700$ SF interior space; $\pm 12,000$ parking area
Construction Cost Budget: $\pm \$1,500,000$
Project Delivery Methodology: Design Bid Build
Program Information: Design of new space for up to 25 residents. Include bathing facility, and offices for staff. Site design to include parking striping and protective fencing.
Reference Information or Documents: MBH preliminary design drawings dated 7/5/2023.

2. PROJECT SCHEDULE

We understand the intent of the project schedule to be generally as follows:

- Initial site observations: within 2 weeks of the project authorization (Up to Task 1.2, Project Budget Worksheet)
- Scheme Design Generation: 2 weeks after the site observation (Task 1.5)
- Generate Schematic Design package: 3 weeks after the client review and authorization of the scheme (Task 1.9)
- Construction Documents: 6 weeks after the Schematic Design Approval
- Phasing of the project construction if applicable (Task 2.2)
- Permit Review: 6 weeks anticipated
- Bidding and Contracting: 2 months anticipated
- Construction Administration: 5 months anticipated

DIALOG DESIGN LP
500 Sansome Street – Suite 370
San Francisco, CA 94111
TEL 628.444.6130

DIALOGDESIGN.CA



Please note that we are currently not including planning department review. If require, it may add 3 to 4 months to the schedule and will require additional design considerations.

3. SCOPE OF BASIC SERVICES

3.1. Basic Service Disciplines. We will provide Basic Services in the following disciplines:

- Architecture: DIALOG
- Structural Engineering: Estructure
- Mechanical Engineering: Litzenberger Engineering
- Electrical Engineering: WKM, Inc
- Fire Sprinkler Design Criteria: Litzenberger Engineering

DIALOG will be the prime consultant managing other subconsultants listed above.

3.2. Scope of Basic Services. Our Basic Services in these disciplines will consist of the following phases:

- **Schematic design**
- **Construction documents**
- **Permitting**
- **Bidding**
- **Construction Administration**

3.3. Bid Packages and Deliverables. Our Basic Services include the following bid packages and deliverables:

- Schematic Design Package
- Construction Document Package including specifications

3.4. Construction Cost.

- Construction Cost Estimates will be prepared by:
 - DIALOG

3.5. Owner Responsibilities. Responsibilities of the Owner are defined by the following documents:

- All geotechnical (soils), survey, hazardous material and environmental services and consultants are to be provided by the Owner; DIALOG does not provide these services.
- DIALOG's Schedule of Consultant's Services and Owner's Responsibilities
- Hazardous Materials Survey and Remediation Plan

And as listed below:



- To minimize design fee, we are excluding civil engineering.

4. PROJECT SPECIFIC ASSUMPTIONS

The following is project specific assumptions.

- We will review, measure, and generate existing layout of the project area. Documentation of the overall building is not included.
- To minimize design fee, we are excluding civil engineering services. The parking area design scope include new striping only. The new fire water connection design requirement will be outlined in performance specifications, and the design submittal will be deferred to the contractor.
- Fire alarm design will include basis of design and device locations. The detailed engineering design will be deferred to the contractor.
- We assume the existing power, domestic water, and waste utility connections are adequate to serve the new project requirement. We request that the City identifies the locations of utility connections for our design team.

5. FEE FOR BASIC SERVICES

Our Base Fee for the Basic Services set out in this Letter is as follows:

- **A Fixed Fee of \$163,815** broken down between disciplines as indicated:
[Include only disciplines we are providing as Basic Services, delete the others]

o Architecture	\$121,615.00
o Structural Engineering	\$8,000.00
o Mechanical Engineering	\$10,000.00
o Fire Sprinkler Design Criteria	\$6,000.00
o <u>Electrical Engineering</u>	<u>\$18,200.00</u>
TOTAL:	\$163,815.00
REIMBURSABLE ALLOWANCE:	\$5,000.00

6. REIMBURSABLE EXPENSES

Expenses incurred in the provision of our Basic, Additional, and Specialty Consultant Services shall be reimbursed in addition to our fees and as outlined below:

- Travel per-diem costs are included in the basic services.
- Reimbursable expenses will including any client required reproduction costs as well as any utility company related costs. (e.g. EBMUD pressure test info cost)
- At our cost plus 10% for administration.

7. ATTACHMENTS AND REFERENCES

Please find the following documents attached:

- DIALOG’s Schedule of Consultant’s Services and Owner’s Responsibilities
- DIALOG’s Schedule of Hourly Rates
- DIALOG’s Project Budget Worksheet, dated 7/12/2024



8. NOTICES

Any notice related with the present Agreement shall be in writing and in English and shall be delivered by hand or sent by registered post or email (in any case with a read receipt or written acknowledgement) to the following addresses:

If to DIALOG:

Dong Kim, Partner
500 Sansome St, Suite 370
San Francisco, CA 94111
dkim@dialogdesign.ca

If to Client

Amy Wooldridge, Assistant City Manager
City of Alameda
awooldridge@alamedaca.gov

With a copy to:

Attention: Michael Markowski, Director of Risk
and Commercial Management
mmarkowski@dialogdesign.ca

Please do not hesitate to call if you wish to review this letter in detail.

Respectfully,

DIALOG Design Limited Partnership

By its General Partner DIALOG Holdings USA Inc.

Per

A blue ink signature of Dong Kim, consisting of a series of loops and a final upward stroke.

Dong Kim, AIA, DBIA, LEED AP
Authorized Signing Officer

A black ink signature of Mona, featuring a large, stylized 'M' followed by a horizontal line.

Mona
Authorizing Signing Officer



PROJECT NAME: **Alameda Day Center and Safe Parking**
 PROJECT NO.: TBD
 DATE: 8/8/2024

Schedule of Consultant Services and Client Responsibilities 2020 V1

ITEM	CONSULTANT SERVICES		CLIENT RESPONSIBILITIES	CONSTRUCTION CONTRACTOR OR MANAGER	NOT APPLICABLE
	SERVICES	ADDITIONAL SERVICES			
PRE-DESIGN PHASE					
Statement of Requirements or Building Program			✓		
Construction Budget			✓		
Measured Drawings	✓				
Existing Building Review	✓				
Certified Land Survey and Real Property Report					✓
Geotechnical or Soils Report					✓
Environmental or Hazardous Materials Status/Report			✓		
Other:					
DESIGN TEAM					
Cost Estimating Services	✓				
Interior Design Services					✓
Structural Engineering Services	✓				
Mechanical Engineering Services	✓				
Electrical Engineering Services	✓				
Landscape Architectural Services					✓
Civil Engineering Services					✓
Commissioning Consultant			✓		
Sustainable Design / LEED Submission					✓
Energy Modelling					✓
Other:					
SCHEMATIC DESIGN PHASE					
Review Program of Client’s Requirements	✓				



PROJECT NAME: **Alameda Village of Love**
 PROJECT NO.: TBD
 DATE: 7/12/2024

ITEM	CONSULTANT SERVICES		CLIENT RESPONSIBILITIES	CONSTRUCTION CONTRACTOR OR MANAGER	NOT APPLICABLE
	SERVICES	ADDITIONAL SERVICES			
Review Existing Conditions	✓				
Schematic Design Documents	✓				
Estimate of Construction Cost	✓				
Sustainable Design / LEED Review					✓
Energy Modelling					✓
Other:					
Review and Client Approval to be Obtained Before Proceeding to Next Phase					
DESIGN DEVELOPMENT PHASE					
Design Development Documents					✓
Estimate of Construction Cost					✓
Sustainable Design / LEED Review					✓
Energy Modelling					✓
Other:					
Review and Client Approval to be Obtained Before Proceeding to Next Phase					
CONSTRUCTION DOCUMENTS PHASE					
Drawings	✓				
Specifications	✓				
Estimate of Construction Cost	✓				
Preparation of Bidding Information and Construction Contract Conditions			✓		
Sustainable Design / LEED Review					✓
Energy Modelling					✓
Other:					
Review and Client Approval to be Obtained Before Proceeding to Next Phase					
BIDDING OR NEGOTIATION PHASE					
Bid Call	✓				
Bid Receipt			✓		



PROJECT NAME: **Alameda Village of Love**
 PROJECT NO.: TBD
 DATE: 7/12/2024

ITEM	CONSULTANT SERVICES		CLIENT RESPONSIBILITIES	CONSTRUCTION CONTRACTOR OR MANAGER	NOT APPLICABLE
	SERVICES	ADDITIONAL SERVICES			
Bid Review Participation	✓				
Contract Negotiations			✓		
Preparation of Construction Contract			✓		
Sustainable Design/LEED Review					✓
Other:					
CONSTRUCTION PHASE – CONTRACT ADMINISTRATION					
<i>OFFICE FUNCTIONS</i>					
Obtain Proof of Bonds and Insurance Policies			✓		
Review Construction Schedule	✓				
Supplementary Details and Instructions	✓				
Shop Drawing Review	✓				
Change Order Preparation	✓				
Review Contractors Documentation at Project Completion	✓				
Incorporation of as-built information provided by the Constructor	✓				
Preparation and submission of final design (record) drawings and specifications	✓				
Services related to adjudication proceedings between the Client and any other parties other than the Consultant		✓			
<i>FIELD FUNCTIONS</i>					
Site Meetings	✓				
Site Visits/General Review	✓				
Inspection & Testing Services			✓		
Fire Alarm Verification			✓		
Equipment Start Up Assistance			✓		
Contract Document Interpretation	✓				



PROJECT NAME: **Alameda Village of Love**
 PROJECT NO.: TBD
 DATE: 7/12/2024

ITEM	CONSULTANT SERVICES		CLIENT RESPONSIBILITIES	CONSTRUCTION CONTRACTOR OR MANAGER	NOT APPLICABLE
	SERVICES	ADDITIONAL SERVICES			
Certificate for Payment Review	✓				
Substantial Performance Review					✓
Twelve Month Warranty Review					✓
Twenty-Four Month Security Release Review					✓
Unless noted otherwise, services Expire One (1) Year After Substantial Performance of Work.					
NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION & OTHER AUTHORITIES					
<i>MUNICIPAL</i>					
Zoning or Land Use Amendment					✓
Development Permit Application					✓
Zoning By-law Variance/Development Appeal					✓
Building Permit Application	✓				
Other:					
LEED					
Application for LEED certification including the preparation of documents, the final energy model, tracking of the submission and appeals, LEED registration and certification fees, and Third Party fees including model review fees					✓
Basic commissioning to LEED prerequisite requirements			✓		
Other:					



DIALOG® HOURLY RATES

Effective January 1, 2024

Partner / Senior Management Team	\$345.00/hour
Principal Associate	\$315.00/hour
Associate	\$285.00/hour
Project Manager Senior	\$285.00/hour
Project Manager Senior Intermediate	\$255.00/hour
Project Manager Intermediate	\$225.00/hour
ARCHITECTURAL	
Senior	\$255.00/hour
Senior Intermediate	\$215.00/hour
Intermediate	\$195.00/hour
Junior	\$160.00/hour
ENGINEERING	
Senior	\$285.00/hour
Senior Intermediate	\$225.00/hour
Intermediate	\$200.00/hour
Junior	\$170.00/hour
INTERIOR DESIGN	
Interior Design Lead	\$310.00/hour
Senior	\$205.00/hour
Senior Intermediate	\$180.00/hour
Intermediate	\$165.00/hour
Junior	\$140.00/hour
SUSTAINABLE DESIGN	
Senior	\$255.00/hour
Senior Intermediate	\$215.00/hour
Intermediate	\$195.00/hour
Junior	\$160.00/hour
LANDSCAPE ARCHITECTURE	
Senior	\$225.00/hour
Senior Intermediate	\$195.00/hour
Intermediate	\$175.00/hour
Junior	\$140.00/hour
PLANNING / URBAN DESIGN	
Senior Planner / Urban Designer	\$225.00/hour
Senior Intermediate Planner / Urban Designer	\$195.00/hour
Intermediate Planner / Urban Designer	\$175.00/hour
Junior Planner / Urban Designer	\$140.00/hour
TECHNOLOGIST (all categories)	
Senior	\$225.00/hour
Senior Intermediate	\$195.00/hour
Intermediate	\$175.00/hour
Junior	\$140.00/hour
CONTRACT ADMINISTRATION	
Senior	\$255.00/hour
Senior Intermediate	\$210.00/hour
Intermediate	\$190.00/hour
Junior	\$140.00/hour
SPECIFICATIONS	
Senior Specification Writer	\$255.00/hour
Senior Intermediate Specification Writer	\$195.00/hour
Intermediate Specification Writer	\$175.00/hour
Junior Specification Writer	\$140.00/hour
ADMINISTRATION	
Senior Administration	\$175.00/hour
Senior Intermediate Administration	\$150.00/hour
Intermediate Administration	\$135.00/hour
Junior Administration	\$110.00/hour
STUDENT (all categories)	\$135.00/hour

The Schedule of Hourly Rates will be updated from time to time. Unless otherwise stipulated, year-over-year increases for multi-year agreements will be calculated on a Cost Price Index (CPI) basis.

DIALOG®					Proposal for City of Alameda Day Center and Safe Parking			8/8/2024	
PROJECT BUDGET WORKSHEET					Architectural (DIALOG)			Totals	
					Principal-In-Charge	Designer			
Hourly Charge Out Rate					\$345	\$185			
Task	Activities							Effort (Hours)	Fees (\$)
					Effort (Hours)				
1.0	SCHEMATIC DESIGN								
1.1	Kick Off Meeting including site conditions review and 3d point cloud scan				4	4		8	\$ 2,120
1.2	Generate revit model of project area only (utilize PDF of areas other than project area)				0.5	8		8.5	\$ 1,653
1.3	Consultant coordination				2	4		6	\$ 1,430
1.4	Generate design layouts (up to 2 options)				2	16		18	\$ 3,650
1.5	Generate order of magnitude cost estimates				4	0		4	\$ 1,380
1.6	Client review meeting - online including meeting minutes				1	2		3	\$ 715
1.7	Generate Schematic Design Package								
	- Project code analysis sheet				0.5	4		4.5	\$ 913
	- Demolition site plan, floor plan, and Reflected ceiling plan				0.5	12		12.5	\$ 2,393
	- Site plan, floor plan, and reflected ceillgn plan				0.5	16		16.5	\$ 3,133
	- Integrate Structural and MEP documents, including fire sprinkler basis of design				2	8		10	\$ 2,170
	- Basis of design and outline specifications				2	8		10	\$ 2,170
	- Update estimate based on the chosen option				2	0		2	\$ 690
1.8	QAQC				8	2		10	\$ 3,130
1.9	Preliminary planning and building department meetings including scheduling				4	8		12	\$ 2,860
1.9	Client review - online including meeting minutes				1	2		3	\$ 715
2.0	CONSTRUCTION DOCUMENTS								
2.1	Generate Construction Documents Package								
	- Titlesheet				0	2		2	\$ 370
	- Project code analysis sheet				0	4		4	\$ 740
	- Demolition site plan, floor plan, and Reflected ceiling plan				0	12		12	\$ 2,220
	- Site plan, floor plan, and reflected ceillgn plan				0	16		16	\$ 2,960
	- Interior elevations and sections				4	12		16	\$ 3,600
	- Details				4	40		44	\$ 8,780
	- Schedules				6	8		14	\$ 3,550
	- Integrate Structural and MEP documents, including fire sprinkler basis of design				2	8		10	\$ 2,170
	- Specifications				4	8		12	\$ 2,860
	- Update cost estimate				4	0		4	\$ 1,380
2.2	QAQC				8	4		12	\$ 3,500
2.3	Client review - online including meeting minutes				1	2		3	\$ 715
2.4	Update documents per client comments				2	12		14	\$ 2,910
2.5	Consultant Coordination				4	10		14	\$ 3,230
3.0	PERMIT								
3.1	Generate permit submittal documents for Alameda Building Department				2	12		14	\$ 2,910
3.2	Submit and coordinate building permit				2	16		18	\$ 3,650
	- Permit comment revision related to document content is included in the base scope. Any scope that has not been disclosed during the pre-application meeting will require scope adjustment.								

4.0		BIDDING					
4.1		Coordinate bidding package generation	2	4		6	\$ 1,430
4.2		Attend pre-bid walk	2	2		4	\$ 1,060
4.3		Respond to bid questions and prepare addenda as required.	4	8		12	\$ 2,860
4.4		Participate in Bid Review	4	0		4	\$ 1,380
5.0		CONSTRUCTION ADMINISTRATION					
5.1		Attend pre-construction meeting	2	2		4	\$ 1,060
5.2		Construction administration (5 month duration anticipated)					
		- Attend bi-weekly OAC meetings	16	40		56	\$ 12,920
		- Submittal review, RFI coordination, CO/ASIN(8	80		88	\$ 17,560
5.3		Punch walk and punchlist (back punch by City)	4	8		12	\$ 2,860
5.4		Generate as-built document	2	16		18	\$ 3,650
5.5		Consultant Coordination	2	8		10	\$ 2,170
Sub-Total Effort			123	428		551	\$121,615
Sub-Total Cost			\$42,435	\$79,180			
Sub-Total Cost by Discipline			\$121,615				
Reimbursables							Cost plus 10%
Total Proposal Price							\$121,615



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Elise Fisher PHONE (A/C, No, Ext): 510-272-1435 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
DIALOG Design, LP 126 Post Street, Suite 500 San Francisco, CA 94111	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Travelers Indemnity Company of Connecticut</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: National Union Fire Insurance Co PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER D: Starstone National Insurance Company</td> <td style="text-align: center;">25496</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company of Connecticut	25682	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: National Union Fire Insurance Co PA	19445	INSURER D: Starstone National Insurance Company	25496	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 792675182****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6800N206839	11/30/2023	11/30/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3S012659	11/30/2023	11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	BE018993593 80620Q231ALI	11/30/2023 11/30/2023	11/30/2024 11/30/2024	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB6X057248	11/30/2023	11/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Umbrella and Excess Liability policies are a combined total of \$9,000,000. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability.

Re: Proposal for the City of Alameda Village of Love.

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

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

City of Alameda – City Hall West 950 West Mall Square, Suite 205 Alameda CA 94501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location of Covered Operations:

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

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

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

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

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

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

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

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

CG D3 61 03 05

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DATE OF ISSUE: 10/16/2023

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location And Description Of Completed Operations

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

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

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

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

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

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

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

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

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

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

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

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

Policy: BA3S012659

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER:
City of Alameda – City Hall West
950 West Mall Square, Suite 205
Alameda, CA 94501

Dated: August 7, 2024

NAMED INSURED: Dialog Design LP 126 Post Street, 5/F San Francisco, CA 94108 USA	BROKER: Lloyd Sadd Insurance Brokers Ltd. Suite 700 - 10240 124 Street Edmonton, AB T5N 3W6 P: (780) 483-4544
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This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies below. The insurance afforded is subject to the terms, conditions, and exclusions of the applicable policy.

COMPANIES AFFORDING COVERAGE:						
Company Letter “A”		XL Specialty Insurance Company				
CO	TYPE OF INSURANCE	POLICY	POLICY	POLICY	LIMIT	
LTR		NUMBER	EFFECTIVE DATE	EXPIRY DATE		
ERRORS & OMISSIONS LIABILITY						
A	E&O Design Professionals (A&E)	DPX 9971735	November 30, 2023	November 30, 2024	\$2,000,000	Inclusive Limits/Each Claim
					\$2,000,000	Aggregate

CANCELLATION
Should the Professional Liability policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail **30** days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative.

Lloyd Sadd Insurance Brokers Ltd.

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