SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this 1st day of July 2025 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and DSK LLP (DBA DSK Architects), a California Limited Liability Partnership, LLP, whose address is 1901 Harrison St. Ste 1320, Oakland, CA. 94612 ("**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 of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17th, 2025.

E. The City and Provider desire to enter into an agreement for on-call architectural engineering services, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, 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. <u>TERM</u>:

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. <u>SERVICES TO BE PERFORMED</u>:

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

3. <u>COMPENSATION TO PROVIDER</u>:

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 <u>Exhibit A</u> 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 <u>Exhibit A</u>.

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

4. <u>TIME IS OF THE ESSENCE</u>:

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

5. <u>STANDARD OF CARE</u>:

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. <u>INDEPENDENT PARTIES</u>:

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. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

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. <u>NON-DISCRIMINATION</u>:

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. <u>HOLD HARMLESS</u>:

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. <u>INSURANCE</u>:

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.



b. <u>COVERAGE REQUIREMENTS</u>:

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

(1) <u>Workers' Compensation</u>:

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

(2) <u>Liability</u>:

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) <u>Automotive:</u>

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

Bodily injury: Property Damage:	\$1,000,000 each occurrence \$1,000,000 each occurrence	
or		
Combined Single Limit:	\$2,000,000 each occurrence	

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) <u>Professional Liability</u>:

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. <u>SUBROGATION WAIVER</u>:

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. <u>FAILURE TO SECURE</u>:

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. <u>ADDITIONAL INSUREDS</u>:

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. <u>SUFFICIENCY OF INSURANCE</u>:

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. <u>CONFLICT OF INTEREST</u>:

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. <u>PROHIBITION AGAINST TRANSFERS</u>:

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. <u>APPROVAL OF SUB-PROVIDERS</u>:

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 <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. <u>PERMITS AND LICENSES</u>:

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. <u>REPORTS</u>:

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. <u>**RECORDS**</u>:

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. <u>NOTICES</u>:

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:

DSK Architects 1320 Harrison Street, STE 1320 Oakland, Ca 94612 ATTENTION: Amir Kakavand, Managing Partner Ph: (415) [244-6953]

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. <u>SAFETY</u>:

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. <u>TERMINATION</u>:

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. <u>ATTORNEYS' FEES</u>:

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. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

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. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

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. <u>CONFLICT OF LAW</u>:

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. <u>WAIVER</u>:

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. <u>INTEGRATED CONTRACT</u>:

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. <u>PREVAILING WAGES</u>:

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. <u>CAPTIONS</u>:

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. <u>COUNTERPARTS</u>:

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. <u>SIGNATORY</u>:

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. <u>CONTROLLING AGREEMENT</u>:

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

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

DSK LLP. DBA DSK Architects a California Limited Liability Partnership CITY OF ALAMEDA a municipal corporation

— DocuSigned by:

Amir kakavand

Amili Kakavand Managing Partner Jennifer Ott City Manager

RECOMMENDED FOR APPROVAL <u>Erin Smith</u> Eifit[®]Siffitti^{1...} Public Works Director

APPROVED AS TO FORM: City Attorney

-DocuSigned by: Ler Aslanian

Leff⁵Astantan Assistant City Attorney



City of Alameda Request for Proposals

for On-Call Architectural Services FY 2025-2030

City of Alameda 950 West Mall Square Alameda, CA 94501

April 7, 2025



dsk architects www.dskarch.com 1901 Harrison Street, Suite 1320 Oakland, CA 94612

Amir Kakavand, AIA, MBA, LEED® AP Principal / Partner (415) 244-6953 | amir@dskarch.com





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	Subconsu	ultant Qualif	ications		
D.	Referenc	es, Related E	xperiend	ce and Examples of Work	
Bill	ing Rates				

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April 7, 2025

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

Re: RFP for On-Call Architectural Services FY 2025-2030

Dear Selection Committee,

On behalf of dsk architects, I am pleased to submit our proposal for On-Call Architectural Services in response to the City of Alameda's Request for Proposals.

Our firm is deeply experienced in delivering responsive, high-quality design solutions for public agencies throughout the Bay Area. With over 18 years serving clients across Alameda County, we understand the pace, flexibility, and precision required to support task orders ranging from urgent facility repairs to thoughtful modernization efforts.

As an Alameda County-certified Small, Local, Emerging Business (SLEB Certification No. 23-00024), we are proud to be a part of the community we serve. We believe that public projects should uplift residents, reflect local values, and build lasting partnerships — and that starts with having a design team rooted in the region. Our work across Alameda County has been shaped by a deep understanding of local agency processes, community needs, and the unique character of the East Bay. We are committed to being not just a service provider, but a collaborative, long-term partner in the City's continued growth and success.

To support the City's evolving capital improvement and maintenance needs, we've assembled a team of trusted local subconsultants, each with a proven record of delivering successful outcomes on public projects — many of which have been completed in long-standing partnership with dsk. Together, we offer a full spectrum of architectural and engineering services, backed by strong communication workflows and a shared commitment to community-centered design.

Our work is grounded in a collaborative, solution-focused approach that emphasizes:

- Fast, accurate task order responses
- Integrated in-house architecture, interiors, and code compliance capabilities
- A deep understanding of ADA, sustainability, and civic facility needs
- Sensitivity to local context, budget, and long-term operations

We are excited about the opportunity to support the City of Alameda in creating and maintaining public spaces that reflect its character, values, and future vision. Thank you for your consideration — we look forward to the opportunity to partner with you on this important work.

Sincerely,

Amir Kakavand, AIA, MBA, LEED[®] AP Principal / Partner

dsk architects 1901 Harrison Street, Suite 1320 Oakland, CA 94612 www.dskarch.com

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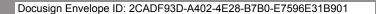


Exhibit A



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A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901 A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

Team Overview

dsk architects | Architecture, Sustainability Consulting, & Interior Design

In our 18 years as a firm, we have partnered with numerous public agencies across the Bay Area to design civic, educational, and operational facilities that serve communities for generations. One lesson has remained consistent: direct Principal involvement is essential to ensuring clarity, accountability, and thoughtful decision-making. This level of leadership is a cornerstone of our approach, and the City of Alameda will benefit from hands-on guidance from our most experienced team members.

Our team brings deep experience with a wide range of task orders similar in size, scope, and complexity to those anticipated under this contract, including modernization, adaptive reuse, and ground-up construction. We are particularly adept at working within existing buildings and constrained sites — a frequent condition in communities like Alameda. Whether responding to an urgent facility need or planning a phased improvement over time, we are equipped with the tools, systems, and experienced designers to deliver practical, cost-conscious solutions.

Above all, we are collaborative partners. We thrive in the on-call environment, where responsiveness and clear communication are critical. Our process is systematic yet flexible — built to adapt to the evolving needs of each project and client. With each task order, we bring fresh thinking, local insight, and a commitment to advancing the goals of the City and the people it serves.

dsk Team

• Amir Kakavand, AIA, LEED® AP | Principal in Charge and Main Point of Contact

Amir, a California Licensed Architect, brings 30+ years of architecture and design experience to the team. Amir places a great emphasis on achieving each particular client's vision and goals, and maintains an active presence throughout the life of a project. With a focus primarily on public agency projects, Amir brings a combination of technical knowledge and passion to every project.

• Terry Tran, NCARB, LEED[®] GA | Project Manager

A California Licensed Architect with 28 years of experience, Terry has worked on a wide range of projects, from renovations to new construction, and private sector to governmental work. Terry's well-rounded approach to project leadership and technical delivery have provided a seamless transition from design into agency review and through construction.

• Yan Boon-long, AIA | Design Lead

Yan has an extensive background in both public and private sector projects. He excels at translating client visions into reality while keeping their original intentions. Yan is a California Licensed Architect, and was a grant recipient of The Rockefeller Foundation (2014-2017) for initiating urban policy that connects the city canal transit to existing Metro rail stations in Bangkok.

• Flynn Rosenthal, LEED[®] GA, CASp Certified | CASp Specialist

Flynn has more than 30 years of experience in projects for pubic agencies. Flynn is dsk's in-house Certified Access Specialist (CASp), and also leads our code compliance and detailing efforts, with particular expertise in the California building codes.

Javier Cespedes | Technical Lead

Javier's architectural career has spanned over 30 years and has included academic, municipal, civic and commercial projects. The comprehensiveness of his experience serves as a technical backbone at dsk with designs grounded in constructability. He is also well versed in various construction facets including construction management, fast-tracking, design-build, and value engineering.

Tiffanie Pang, LEED[®] AP | Senior Interior Designer

Tiffanie is a seasoned designer with decades of experience across various markets, including commercial, hospitality, workplace, landlord services and residential design. This breadth of experience allows her to draw upon a wide resource of ideas, philosophies and practices, resulting in unique and fresh designs.

• Payman Sadeghi, Ph.D., LEED[®] AP | High Performance and Sustainable Design Lead

Payman views architecture through the lenses of sustainability and high-performance design. As the Sustainable Design Lead at dsk, Payman has played key roles in various stages of architectural delivery, from research and programming to design, construction, and post-occupancy evaluation. His expertise lies in applying innovative building science concepts to an integrated design process that aims for context-responsive solutions.



Exhibit A



ALAMEDA COUNTY AUDITOR-CONTROLLER AGENCY MELISSA WILK

AUDITOR-CONTROLLER/CLERK-RECORDER

January 24, 2025

Certification No. 23-00024

DSK LLP 1901 Harrison Street, Suite 1320 Oakland, CA 94612

Delivered via email: amir@dskarch.com

Attention: Amir Kakavand

Congratulations on the successful completion of your recertification application for Alameda County's Small, Local, Emerging Business (SLEB) Program!

You have been recertified as a SMALL business for the period of March 1, 2025 through February 28, 2027 for the following NAICS code(s): 541310, 541430, 541430, 541340.

When permitted by law, the County's procurement policy is to solicit bids and proposals from certified SLEBs, and if none are available, then from local Alameda County firms. Other benefits of being a certified SLEB include:

- 1. DSK LLP will be added as a certified supplier to Alameda County's Local Vendor Database.
- 2. SLEBs competing for County contracts over \$25,000 may be eligible to receive a 5% SLEB bid preference on qualified goods and services contracts and an additional 5% local preference (for a total 10% bid preference) when submitting sealed bids.
- 3. Non-SLEB certified firms are required to partner a minimum 20% with certified SLEBs for most goods and services contracts with the County.
- 4. As a certified SLEB, you may elect to receive e-mail information from the County about contracting opportunities and outreach/training events. You can register and select the type of messages you receive by visiting the County's main website at www.acgov.org and scroll down to the envelope icon at the bottom of the page for eSubscribe.

Alameda County reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the County of Alameda and U.S. Small Business Administration size standards and definitions.

You are required to report any changes in your business. If you are named as a SLEB prime or sub-contractor in an Alameda County contract, you must maintain your SLEB certification status as active during the term of the contract. Please be advised that becoming decertified may impact any current contracts that you are participating in and future contracts that you may want to bid on. County contract terms may also require that you utilize the County's online web-based contract compliance application, Elation Systems at <u>www.elationsys.com</u>. Failure to comply with the requirements stated in this letter could jeopardize your SLEB certification status and impact County contracting opportunities.

DSK LLP will be notified 90, 60 and 30 days prior to the expiration of this certification. Please contact us to update any changes in your email address.

If you have any questions, please contact the SLEB Certification office at (510) 891-5500 or by e-mail at <u>ACSLEBcertification@acgov.org</u>. Please refer to your certification number as it appears on this letter.

Thank you for your interest in the SLEB program and doing business with Alameda County!

Sincerely,

Susan Wewetzer SLEB Certification Unit

Office of the Auditor-Controller 1221 Oak St., Suite 249 Oakland, CA 94612 Tel: (510) 272-6565 Fax: (510) 272-6502 **Central Collections Division** 1106 Madison St., 1st Floor Oakland, CA 94607 Tel: (510) 208-9900 Fax: (510) 208-9932 Clerk-Recorder's Office, Oakland 1106 Madison St., 1st Floor Oakland, CA 94607 Tel: (510) 272-6362 Fax: (510) 208-9858 Clerk-Recorder's Office, Tri-Valley 7600 Dublin Blvd. Dublin, CA 94568 Tel: (510) 272-6362 Fax: (510) 208-9858



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Exhibit A



Verde Design | Landscape Architect

Verde Design is an integrated landscape architecture and civil engineering firm specializing in award winning recreational and athletic-focused spaces. We provide our clients with comprehensive planning, design, and construction administration services, and serve cities, counties, and parks and recreations districts, as well as public and private K-12 schools, colleges, and universities, businesses, non-profit organizations, and community groups. We have partnered with over 110 public agencies to date, and have completed more than 750 public facility projects for clients.

dsk and Verde have collaborated on public projects for over 10 years.

BKF Engineers | Civil Engineering



Serving the western United States since 1915, BKF Engineers is a leading civil engineering and surveying firm, successfully planning, designing, surveying, and funding projects. Our legacy is indicative of our resilience and dedication to supporting the technical expertise and collaboration critical to implementing the visions of the communities we serve. By leveraging our diverse project portfolio in combination with innovative design solutions, BKF's team of 460+ experienced members is dedicated to successfully deliver sustainable and dynamic projects for our communities and partners.

dsk and BKF have collaborated on public projects for over 15 years.

Degenkolb Engineers | Structural Engineering

With a firm-wide team of professionals focused on Civic work, we have both the experience and capacity to effectively provide the services required by public agencies. We have designed new buildings, and evaluated, retrofitted, and renovated, hundreds of existing buildings throughout the west coast for institutional and civic clients. Working directly with over 48 cities and 14 counties over the past 25 years, we have supported building evaluations, seismic retrofits, and developing seismic risk reduction programs. Our clients specifically value our commitment to technical expertise and exceptional client service through close collaboration. We form strong partnerships with our Civic clients. Because of our depth and breadth of experience, we are adept at the nuances of public funding requirements, community outreach and project delivery conditions that are unique for each of the public entities that we work with.

Degenkolb and dsk have successfully delivered public projects for over 14 years.



BELDEN

H&M Mechanical, Group Inc. | Mechanical/Plumbing/Fire Protection Engineering

H & M Mechanical Group Inc is a mechanical engineering firm which provides consultation and design services for heating, ventilating and air conditioning (HVAC), plumbing, and fire sprinkler systems for multiple building types, focusing on new construction, modernizations, fire restoration, Title 24 reporting, and energy analysis.

Established in 1981 with over 40 years' experience in the industry, school projects are our specialty, and we have worked in multiple northern California districts. We have substantial experience with the DSA review process, and their comments related to accessibility, structural, and fire life safety. As a result, this helps the team to receive DSA approval in a timely manner. Though working on educational building projects is our specialty we have also designed systems for residential and housing complexes, office and retail suites, community centers, performing arts and auditorium spaces, libraries, and other civic projects.

dsk architects and H&M have worked together on projects for public agencies for over 10 years.

Belden Consulting Engineers | Electrical Engineering

The main focus of BELDEN Consulting Engineers is to provide a high level of service to our clients. We are organized to meet objectives, goals and deadlines for each project. We provide full service mechanical, plumbing and electrical engineering with an emphasis on economical, logical, trouble-free design throughout construction and the project's life. Each project has a project manager/engineer working with designers, affording back up for design and client contact.

Belden and dsk have an over 15-year relationship of meeting public clients' project goals.



Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901 A. DESCRIPTION OF ORGANIZATION, WANAGEMENT AND TEAM MEMBERS

Organizational Chart

Exhibit A





Amir Kakavand AIA, LEED[®] AP Principal-in-Charge



Terry Tran NCARB, LEED® GA Project Manager



Yan Boon-long AIA Design Lead



Flynn Rosenthal LEED® GA, CASp Certified CASp Specialist



Javier Cespedes



Tiffanie Pang LEED[®] AP

Sr. Interior Designer



Payman Sadeghi Ph.D., LEED[®] AP

High-Performance I Sustainable Design Lead

Sub-consultants



Verde Design Landscape Architect



BKF Engineers Civil Engineer



H&M Mechanical Group, Inc. Mechanical / Plumbing Engineer



Degenkolb Engineers



Belden Consulting Engineers



Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901 A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

Exhibit A



OFFICE LOCATION Oakland, CA

EDUCATION M. Arch.

University Of Tehran

Master of Business Admin WGU

YEARS OF EXPERIENCE

YEARS WITH dsk 18

REGISTRATION

Licensed Architect in the State of California License #C-30095

AFFILIATIONS

International Code Council Member #8227912

USGBC LEED® AP

AIA Member #30355959

Amir Kakavand, AIA, MBA, LEED® AP

Principal in Charge | Main Point-of-Contact

Amir is one of the founding partners of dsk architects. He contributes 30+ years of experience in architecture and design. In 2006, Amir left his previous position as an architectural lead to join Mark Seiberlich and form dsk architects. Amir's experience for the last twenty years has been, primarily, with California educational facilities. Amir brings a combination of technical knowledge and passion to every project.

Amir's versatility in architecture and design has been expressed in a wide range of projects that he has designed and managed over the past 30+ years. Amir places a great emphasis on achieving each particular client's vision and goals, and maintains an active presence throughout the life of a project. Amir sets the standard for project leadership and management for dsk.

RELEVANT EXPERIENCE

- San Francisco Unified School District, San Francisco CA
- » New Academic Campus at 300 Seneca
- » Visitacion Valley Elementary School Modernization + New Library
- » Fairmont Elementary School Modernization + New Library
- » Glen Park Elementary School Modernization + New Library
- » Sanchez Elementary School Seismic Upgrade
- » Charles Drew Elementary School Modernization
- » Herbert Hoover Middle School HVAC Upgrades
- » Sanchez Elementary School Structural Upgrades
- » Buena Vista Elementary School Campus Modernization
- San Lorenzo Unified School District, San Lorenzo, CA
- » Arroyo High School New Classroom Buildings
- » San Lorenzo High School New Classroom Buildings
- » Del Ray Elementary School Modernization
- South San Francisco Unified School District, Spruce Elementary School Modernization, South San Francisco, CA
- New Haven Unified School District, Union City, CA
 - » Cesar Chavez Middle School New Student Drop-off and Sports Complex
 » Itliong-Vera Cruz Middle School New Student Drop-off and Sports Complex
- West Contra Costa Unified School District, Hercules High School and Middle School New, Science Building, Hercules, CA
- Livermore Valley Joint Unified School District, District Office Renovation, Livermore, CA
- Emery Unified School District, Emeryville, CA
 - » Emeryville Center for Community Life, New K-12 Campus + Community Center » Anna Yates Elementary School Modernization
- Dublin Unified School District, Dublin High School New Engineering and Science Classroom Building, Dublin, CA
- Castro Valley Unified School District, Castro Valley, CA
 - » New Child Care Center at Alma Child Development Center
 - » Castro Valley High School Project Lead the Way (Modification of existing building into STEM Classrooms)
 - » Castro Valley High School Health & Wellness Center
 - » Canyon Middle School Modernization, Library and Athletic Fields
- » Creekside Middle School Modernization, Library and Athletic Fields
- Sonoma County Junior College District, Santa Rosa Junior College ADA Transition Plan, Santa Rosa, CA
- San Francisco Community College District, San Francisco, CA » » City College of San Francisco ADA Transition Plan
- City of Alameda Request for Proposals for On-Call Architectural Services FY 2025-2030 dsk arch



Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901 A. DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS

Exhibit A



OFFICE LOCATION Oakland, CA

EDUCATION B. Arch. University of Toronto

YEARS OF EXPERIENCE

YEARS WITH dsk

REGISTRATION

Licensed Architect in the States of:

California License #C-35795

South Carolina License #AR 8541

USGBC LEED[®] GA

Tieu Phi (Terry) Tran, NCARB, LEED® GA

Project Manager

With 28 years of experience, 10 years of which being at dsk, Terry has worked on a wide range of projects, from renovations to new construction, and private sector to governmental work. Terry's well-rounded approach to project leadership and technical delivery have provided a seamless transition from design into agency review and through construction.

RELEVANT EXPERIENCE

- San Lorenzo Unified School District, San Lorenzo, CA
 - » Bohannon Middle School Campus Wide Security and ADA Improvements
 - » Edendale Middle School Campus Wide Security and ADA Improvements
 - » Washington Manor Middle School Campus Wide Security and ADA Improvements
- Castro Valley Unified School District, Castro Valley, CA
- » Castro Valley Elementary School Modernization
- » Chabot Elementary School Modernization
- » Independent Elementary School Modernization, Shade Structure, and Outdoor Amphitheater
- » Proctor Elementary School Modernization, Shade Structure, and Outdoor Amphitheater
- » Marshall Elementary School Modernization, Shade Structure, and Outdoor Amphitheater
- » Stanton Elementary School Modernization, Shade Structure, and Outdoor Amphitheater
- Emery Unified School District, Emeryville, CA
 - » Emeryville Center for Community Life, New K-12 Campus + Community Center
 - » Hand Washing Sinks
- Dublin Unified School District, Dublin, CA
 - » Dublin High School New Engineering and Science Building
 - » Dublin High School 2017 Interim Housing Phase 1A, 1B, and 2
 - » Dublin Swim Center Demolition
 - » Boulevard TK-8 Pre-Design
 - » Eleanor Murray Fallon Middle School
- La Honda-Pescadero USD, Pescadero, CA
 - » Pescadero Elementary School New Classroom and Administration Building
 - » La Honda Elementary School
- Sebastopol Union School District, Brook Haven School New Multi-Use Building, Sebastopol, CA
- San Francisco Unified School District, San Francisco, CA
 » Charles Drew Elementary School Modernization
 » New Academic Campus at 300 Seneca
- Oakland Unified School District, Frick Impact Academy Modernization, Oakland, CA
- University of California, San Francisco Parnassus Campus Diesel Fuel Tank Replacement, San Francisco, CA
- Sonoma County Junior College District, Santa Rosa Junior College ADA Transition Plan, Santa Rosa, CA
- San Francisco Community College District, City College of San Francisco ADA Transition Plan, San Francisco, CA

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Exhibit A



OFFICE LOCATION Oakland, CA

EDUCATION

B.A. Arch. University of California, Berkeley

YEARS OF EXPERIENCE

YEARS WITH dsk

8

REGISTRATION

Licensed Architect in the States of:

California License #C-39497

New York License #031128

AFFILIATIONS

AIA Member #30148579

CERTIFICATIONS

Harvard T.H. Chan School of Public Health Laboratory Design Certification #24N0-PTDK-YDGO

Yanyong Boon-Long, AIA

Design Lead

Yan has an extensive background in educational and research projects. He excels at translating client visions into reality while keeping their original intentions. He specializes in prefab modular buildings design with PC customizations and sports complexes/event centers. He is our go-to person for expediting the DSA review process.

Yan is a grant recipient of The Rockefeller Foundation (2014-2017) for initiating urban policy that connects the city canal transit to existing Metro rail stations in Bangkok. His research has been featured on German and Hong Kong Public TV, and Denmark (Life Sized-City).

RELEVANT EXPERIENCE

- New Haven Unified School District, Union City, CA
- » Cesar Chavez Middle School Track & Field, Drop-Off Zone, and Fencing Project » Itliong Vera-Cruz Middle School Track & Field, Drop-Off Zone, and Fencing Project
- La Honda Elementary School New Soccer Field, Track, and Shade Structure Project, La Honda-Pescadero Unified School District, La Honda, CA
- San Francisco Unified School District, San Francisco, CA
 » Charles Drew Elementary School (Assessment and Pre-design)
 - » Bret Harte Elementary School Modular Classrooms
- Castro Valley Unified School District, Castro Valley, CA
 - » Castro Valley Adult School New Modular Buildings and Modernization
- » Vannoy Elementary School New Amphitheater with Prefab Shade Structure
- » Canyon Middle School Modernization
- » Castro Valley High School Project Lead the Way, Modification of existing building into STEM Classrooms
- » Canyon Middle School New Sports Complex
- » Creekside Middle School New Sports Complex
- » Alma Elementary School Modernization
- San Lorenzo Unified School District, San Lorenzo, CA
 - » Washington Manor Middle School Student Common and Science Classrooms
 - » Arroyo High School New Classroom Building (in Collaboration with American Modular)
 - » San Lorenzo High School New Classroom Building (in collaboration with American Modular)
- West Contra Costa Unified School District, Hercules High School and Middle School New Science Laboratory, Hercules, CA
- Santa Monica-Malibu Unified School District, Franklin Elementary School New TK / Kindergarten Classrooms, Santa Monica, CA
- Pleasanton Unified School District, District Office Renovation, Pleasanton, CA
- University of California, San Francisco, School of Dentistry, Modernization and Rooftop Addition, San Francisco, CA
- San Francisco State University, San Francisco, CA
 - » Admin 211 Undergraduate Advisory Center Tenant Improvement
 - » New Engineering Department Addition at Hensil Hall
- San Jose-Evergreen Community College District, Evergreen College New Pickleball Sports Complex, San Jose, CA
- Santa Monica Community College District, Santa Monica College New Sports Complex (Tennis / Pickleball), Santa Monica, CA



dsk architects

Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901



OFFICE LOCATION Oakland, CA

EDUCATION

B. Architecture Temple University, Philadelphia, PA

YEARS OF EXPERIENCE

YEARS WITH dsk

REGISTRATION

California Access Specialist (CASp)

USGBC LEED[®] GA

Flynn Rosenthal, CASp Certified, LEED[®] GA

CASp Specialist

Flynn has over 30 years of experience in the design of both commercial, healthcare, and institutional projects. Flynn is dsk's in-house Certified Access Specialist (CASp), and also leads our code compliance and detailing efforts, with particular expertise in the California building codes. His experience includes renovation, education, historical preservation and restoration, large and small-scale retail, commercial and corporate interiors, healthcare (OSHPD), transportation, and residential projects. Flynn is responsible for planning, coordinating, and administering projects through all phases of development.

RELEVANT EXPERIENCE

- San Jose-Evergreen Community College District, Evergreen Valley College Sports Complex, San Jose, CA
- New Haven Unified School District, Union City, CA
 » Cesar Chavez Middle School Track & Field, Drop-Off Zone, and Fencing Project
 » Itliong-Vera Cruz Middle School Track & Field, Drop-Off Zone, and Fencing Project
- Oakland Unified School District, West Oakland Middle School Buildings E & F Façade, Windows, Ventilation Studies, Oakland, CA
- Castro Valley Unified School District, Castro Valley, CA:
 » Canyon Middle School Modernization, Library and Athletic Fields
 » Creekside Middle School Modernization, Library and Athletic Fields
- Sonder Creek Academy, Office conversion to K-8 STEAM Classroom, Pleasant Hill, CA
- San Francisco Unified School District, San Francisco, CA: » Multi-project Modernization and ADA upgrades
 - » Noriega Child Development Center Modernization and ADA upgrades
 - » Glen Park Elementary School Modernization, ADA and Fire Life Safety Upgrades
 - » Fairmount Elementary School Modernization, ADA Upgrade and Modernization
 - » Buena Vista Elementary School Modernization, ADA Upgrade and Modernization
- San Lorenzo Unified School District, Hill Side Elementary School Student Drop-Off and Parking, San Leandro CA
- San Francisco State University, San Francisco, CA:
 - » Hensill Hall, 8th Floor Roof and Classrooms Modernization
 - » Hensill Hall, 2nd Floor, Seawater Research Room Renovation
 - » Admin 211 Undergraduate Advisory Center Tenant Improvement
- St. Joseph Notre Dame School, Gym Rehab & Science Addition, Gymnasium Modernization and Facility Addition, Alameda, CA*
- Cathedral School for Boys,San Francisco, CA » Entrance Renovation and Exterior Courtyards
 - » Veazie Court Addition
- University of California, Berkeley, Berkeley, CA
 - » Evans Hall (Lecture Halls), Classroom of the Future, Design documents to be used as the basis of design for the renovation of 3 lecture halls, Berkeley, CA
 - » Free Speech Cafe, San Francisco, CA
- University of California, Davis, Administrative Offices Renovation, Davis, CA
- Stanford University Language Center, Palo Alto, CA*

*Previous firm experience



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Exhibit A



OFFICE LOCATION Oakland, CA

EDUCATION

B.A. Architecture Universidad Nacional Autonoma de Nicaragua

YEARS OF EXPERIENCE 30+

YEARS WITH dsk

REGISTRATION

USGBC LEED[®] Green Associate

Javier Cespedes

Technical Lead

Javier's architectural career has spanned over 30 years and has included academic, municipal, civic and commercial projects. The comprehensiveness of his experience serves as a technical backbone at dsk with designs grounded in constructability. He is also well versed in various construction facets including construction management, fast-tracking, design-build, and value engineering.

RECENT EXPERIENCE

- Sonoma County Junior College District, Santa Rosa Junior College ADA Transition Plan, Santa Rosa, CA
- Livermore Wine Country Resort & Spa + Conference Center, Baca Properties, Livermore, CA
- Emeryville Center for Community Life, New K-12 Campus + Community Center, Emeryville, CA
- Brook Haven School New Multi-purpose Room + Community Kitchen, Sebastopol Union Elementary School District, Sebastopol, CA
- San Lorenzo Unified School District, San Lorenzo, CA
 » Arroyo High School New Classroom Building
 - » San Lorenzo High School New Classroom Building
- Santa Monica-Malibu Unified School District, Santa Monica, CA
 - » Roosevelt E.S. New TK/K Classroom & Library
 - » Webster E.S. Windows & Doors Replacements, Santa Monica, CA
 - » Olympic H.S. / Obama Center Modernization
- San Francisco Unified School District, San Francisco, CA
 - » Visitacion Valley E.S. Modernization
 - » Gordon J. Lau E.S. Roof and Window replacement
 - » Dr. Charles R. Drew E.S. Modernization
 - » George Washington E.S. Modernization
- Castro Valley Unified School District, Castro Valley, CA
 - » Creekside M.S. Modernization
 - » Castro Valley H.S. Modernization
- San Jose State University, San Jose, CA:
 - » Municipal Stadium, Renovation
 - » Housing Facility, Design Build
 - » Police Facility, Renovation
- San Francisco State University, San Francisco, CA
 - » Hensill Hall 8th floor Modernization
 - » Dance Studio Creative Arts Building (Renovation)
 - » Fine Arts Building 4th Floor Screening (Renovation)
- Sacramento City College, Performing Arts Center Modernization, Sacramento, CA
- San Bernardino Valley College, Television/Media Community Building, San Bernardino, CA
- Sierra College, Performing Arts Building, San Francisco, CA



Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901

Exhibit A



OFFICE LOCATION Oakland, CA

EDUCATION BFA Interior Design University of Houston

YEARS OF EXPERIENCE 30+

YEARS WITH dsk

2

REGISTRATION

LEED[®] AP

Tiffanie Pang, LEED® AP

Senior Interior Designer

Tiffanie is a seasoned designer with decades of experience across various markets, including commercial, hospitality, workplace, landlord services and residential design. This breadth of experience allows her to draw upon a wide resource of ideas, philosophies and practices, resulting in unique and fresh designs. Her most recent project work has been in the workplace sector, where she had the opportunity to design a wide variety of spaces, including front facing public areas such as entrance lobbies and executive briefing centers, amenity spaces such as fitness centers, conference centers, cafeterias and even labs.

Tiffanie also has significant experience pre-design services such as visioning, programming and feasibility studies. Several of her past clients were master service agreements which involved campus designs and the creation/maintenance/rollout of corporate standards. She hedges the analog/digital divide with her ability to visually communicate ideas in either BIM software or pen and paper sketches. She goes to great lengths to engage the client as much as possible and to keep the communication flowing for the project's duration. By her definition, the success of a project is measured not by aesthetics, but rather by goals met, and client satisfaction.

RELEVANT EXPERIENCE

- Pleasanton Unified School District, District Office Renovation, Pleasanton, CA
- Livermore Valley Joint Unified School District, District Office Renovation, Livermore, CA
- AIG, Full interior design services, 1.5 floors in a financial district trophy office tower, San Francisco, CA
- Amazon, MSA account, Full interior design services as well as development and management of design standards at the locations below:
 Seattle, WA | Sunnyvale, CA | Cupertino, CA*
- Bishop Ranch, landlord services account, entry lobby, auditorium, conference centers and all public spaces, design services for the central dining venues and several spec suites, test fits and TI services for existing tenants, test fits for potential tenants, San Ramon, CA *
- Blackstone, private equity firm, Full interior design services for a full floor tenant at 101 California, San Francisco, CA*
- Google / Access multi-building campus, office floors, labs, full floor cafe, amenities building, Sunnyvale, CA*
- Hewlett Packard Enterprise, MSA account, Full interior design services, Developed new guidelines for design and furniture standards & prototypes at the locations below:

o Palo Alto, CA | Roseville, CA | Sunnyvale, CA *

- Jones Day, law firm renovation, full furniture spec package, Palo Alto, CA st
- KLA Tencor, Full interior design services for a new campus building, in partnership with base building architect, including dining, meeting and lounge areas, Milpitas, CA *
- Salesforce, MSA account, Full and partial interior design services, Implemented and managed design and furniture standards for various project types, Renovation to New construction at the locations below:
 - o Palo Alto, CA | Bellevue, WA | Hillsboro, OR | San Francisco, CA | Vancouver, BC | Sydney, Australia*
- Hyatt Regency, meeting rooms, pre-function & ballroom finishes, custom carpets and privacy film window graphic, Embarcadero Center 4, San Francisco, CA *

*Previous firm experience





Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901

Exhibit A



OFFICE LOCATION Oakland, CA

EDUCATION

Ph.D. in Architecture School of Architecture & Urban Planning, University of Wisconsin

M. Architecture & B.S. Architecture Qazvin Azad University

YEARS OF EXPERIENCE

YEARS WITH dsk 3+

REGISTRATION

LEED[®] AP BD+C, USGBC | GBCI

Professional development:

US Green Building Council (USGBC) Certified LEED Project Manager

Green Building Core Concepts Certificate

Passive Thermal Design for Energy Efficiency and Indoor Comfort Certificate

Payman Sadeghi, Ph.D., LEED® AP

High-Performance I Sustainable Design Lead

Having researched, taught, and practiced sustainable architecture for two decades, Payman Sadeghi joined dsk's NorCal office in 2021. He views architecture through the lenses of sustainability and high-performance design. As the Sustainable Design Lead at dsk, Payman has played key roles in various stages of architectural delivery, from research and programming to design, construction, and post-occupancy evaluation. His expertise lies in applying innovative building science concepts to an integrated design process that aims for context-responsive solutions. Payman's efforts have consistently pushed the bounds of sustainable design, all while seeking creative and practical methods to bring projects to fruition. Examples include collaborating with SMMUSD, SFUSD, SSFUSD, and OUSD to enhance sustainability performance while maintaining occupant comfort addressing aspects such as Energy, Carbon, Water, Waste, Diversity, Health and Well-Being, Food, Heating, Cooling, Ventilation, Air Quality, Daylighting, and Views. Also, his proficiency in the use of performance-driven software informs design and decision-making, as demonstrated in dsk's sustainability efforts booklet. In Payman's view, form does not merely follow function; "Form Follows Performance."

RELEVANT EXPERIENCE

- ► Lead dsk's <u>High-Performance Buildings</u> <u>Sustainable Design Center</u>; Initiate dsk's Sustainability Action Plan (SAP) & engage in design decision making, evaluation, and submission of projects from programming to CA selectively for:
 - San Francisco USD, San Francisco, CA:
 - o HVAC, Windows, & Electrical Systems Assessment at 7 sites
 - o Ventilation Pilot Study for 3 sites
 - o Remote Door Access Systems (RDA) at 33 sites
 - o High School Public Address (PA) & RDA System Integration at 6 sites
 - o Assessment of PA Systems at 20 sites
 - Santa Monica-Malibu USD, Santa Monica, CA:
 - o Franklin E.S. Campus Assessment, Planning and Design Project
 - o Roosevelt E.S. Campus Assessment, Planning and Design Project
 - Inglewood Unified School District, Inglewood, CA
 - o Child Development Center Campus
 o Oak Street TK/K Classroom Building
 - Sonder Creek Academy Office conversion to K-8 STEAM Classroom, Pleasant Hill, CA
 - West Contra Costa USD, Hercules M.S. Science Bldg
 - South San Francisco USD, South San Francisco, CA:
 - o Spruce Elementary School Security Gates
 - o Parkway Height M.S. Overheating/Ventilation
 - o El Camino HS Bridge
 - San Francisco State University, San Francisco, CA:
 - $\circ~$ Early Child Education Center (ECEC), ADA Upgrades
 - o Administration Building Rm 211 Advising Center
 - New Haven USD, New Haven, CA:
 - o Pioneer E.S. Frontage,
 - o Kitayama E.S. Makers Space
 - New Genesis Shandin Hills Mental Health Rehabilitation Center (MHRC)



Exhibit A



C. ORGANIZATION QUALIFICATIONS

Firm Background and Experience

Exhibit A

dsk architects LLP, led by principals Amir Kakavand, Mark Seiberlich, Jeff Fuller, Randy Dettmer and Brett McCune, is a Limited Liability Partnership established in 2006, and has spent the past 18 years working in Public Agency, Healthcare, Interior and Commercial design. From project assessment to schematic design, DSA approval, and Construction Administration, our wealth of experience helps us spot challenges early, and begin implementing solutions quickly. Our staff of 36 includes 14 licensed architects, and nine LEED associates. Our firm is at a unique advantage of being large enough to provide comprehensive architectural services while small enough to cater to individual Client needs.



Experts in Public Projects

Our core practice is in providing design services to public clients using an approach that combines our extensive expertise with technological resources. Working in California since the 1980s, our partners have gained a vast array of knowledge on the issues, concerns and technical necessities associated with good civic design. We are experienced with state and local agencies and local fire and building codes. We understand the dynamics of community stakeholders, funding allocation, operational needs, and maintenance issues. Just as importantly, we understand the need to respond to the limitations of budgets.

Full-Service, In-House Capabilities

With dsk, the City of Alameda gains a multi-disciplinary team that already knows how to work together - no silos, no delays. We have an integrated team of architects, interior designers, accessibility specialists, and high-performance and sustainability design experts, all under one roof. We emphasize sustainability in our projects, ensuring that our designs not only meet current environmental standards but also contribute positively to the communities they serve. Additionally, dsk proactively hosts inhouse training sessions such as: continuing education webinars and seminars, Code seminars, Revit/ BIM standards training, and project "lessons learned" sessions.

Proven Track Record with IDIQ and On-Call Contracts

We are incredibly proud of our proven track record of responsiveness, communication and technical excellence, which make us a trusted partner of public agencies across the State. dsk is adept at providing design services to our public clients, responding to both critical need and planned upgrades. We have current Master Agreements or are in Qualified Architectural Pools for more than 30 public agencies, including School Districts, Public Colleges and Universities, and the California High Speed Rail Authority. Our proven track record of excellence with contracts that are "on-call" in nature make us uniquely suited to this work.

Commitment to Community + Civic Design

We believe that buildings should be not only functional but beautiful spaces that inspire all generations of Alameda residents and encourage civic involvement. Architecture combines form and function, and public and government-owned facilities must incorporate artful design while maintaining efficiency in operations and maintenance, should be sustainably designed and built to last, and should always be accessible and safe for all users. We understand the importance of engaging stakeholders, designing within the context of local communities, and providing design solutions that encourage thoughtful and efficient use of public funds.

Sustainability + Accessibility Expertise

Sustainable design practices are a first, default choice on all our projects. Basics like energy efficient windows and lighting, low- or no-VOC finish materials, low-flow fixtures, daylighting, and solar orientation are a given on any project we touch. We always look for opportunities to go further and to do more with green design, including opportunities for on-site solar or wind energy, run-off management, adaptive re-use of existing buildings or materials, siting for passive cooling and ventilation, and especially opportunities to make green building systems into teachable elements for the community. We bring sustainable thinking to every project, whether it seeks a certification or not.

Small Firm Agility with Large-Firm Expertise

In our 18 years as a firm, we have designed a wide variety of facilities for public agency clients, and through this experience we have learned one thing to be true: Management of projects by the Principal is essential to provide the insight and responsibilities projects like City of Alameda's demand and this is a cornerstone of our approach to every project. We strongly believe that the best solutions result from close and ongoing collaboration with the client and we prioritize responsiveness, both at the outset of a project and throughout the completion of our services.



Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901

Exhibit A

WHO WE ARE 36 Full-time Employees Office Locations 00 14 Licensed Architects Years in Business WHAT WE DO 100 +50+ 14 HVAC Upgrades Building Modernizations Public On-call Contracts Historic **Restorations** 80 +Parks, Fields, and Playgrounds ADA Upgrades

City of Alameda Request for Proposals for On-Call Architectural Services FY 2025-2030

dsk architects



Best Practices for On-Call Architectural Task Orders

Exhibit A

To meet the City of Alameda's goals for responsive, high-quality architectural support on an as-needed basis, we apply best practices in project management and task order execution that are grounded in industry standards, streamlined workflows, and local awareness. Our approach emphasizes flexibility, accountability, and effective collaboration with City staff.

Task Order Management

- Early definition of scope and deliverables in collaboration with City staff
- Rapid mobilization of appropriate team members
- Efficient documentation, cost estimating, and schedule tracking

Staff Qualifications & Role Clarity

- Role matrix mapping deliverables to specific personnel
- Clear delineation of
 subconsultant responsibilities
- Maintaining a bench of prequalified technical specialists (civil, MEP, hazmat, landscape, etc.)

Workflow Standardization

- SOW development and fee proposals
- Kickoff and notice-to-proceed protocols
- Design review and deliverable submittal tracking
- QA/QC procedures and staffing

Integrated Scheduling and Progress Tracking

- Master schedule alignment (when applicable)
- Interim check-ins and schedule forecasting
- Deliverable status updates

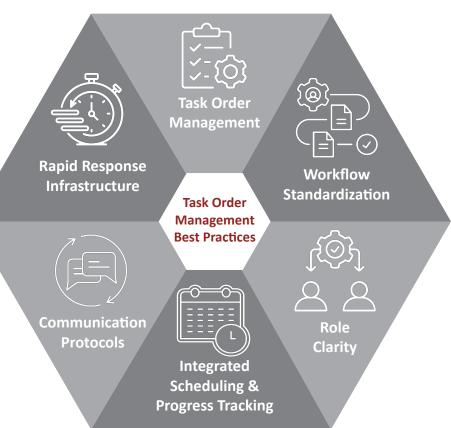
Communication Protocols

- Direct access to project manager for day-to-day coordination
- Status updates tied to invoice or deliverable cycles
- Proactive notifications of issues, changes, or delays
- Defined chain-of-communication for RFIs, submittals, and field issues

Rapid Response Infrastructure

- Prebuilt pricing templates and scope libraries
- On-call access to trusted subconsultants
- Internal time-tracking and reporting tools that feed directly into City invoicing formats
- Dedicated personnel for urgent tasks

For the City of Alameda's diverse and evolving CIP and maintenance needs, we are committed to providing adaptable, responsive, and quality-driven architectural services. By combining standardized systems with project-specific flexibility, we help ensure every task order — regardless of size — contributes to the long-term success of the City's facilities and public spaces.

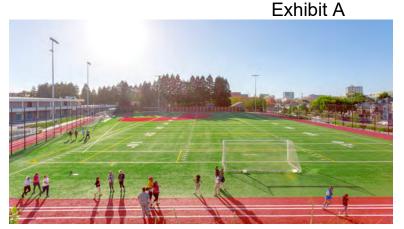




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Current On-Call Contracts

Alhambra Unified School District Alum Rock Union School District California High Speed Rail Authority Castro Valley Unified School District Chabot-Las Positas Community College District City College of San Francisco Contra Costa Community College District **Dublin Unified School District Emery Unified School District** Foothill-De Anza Community College District Fremont Unified School District Inglewood Unified School District La Honda-Pescadero Unified School District Livermore Valley Joint Unified School District Los Angeles Community College District Los Angeles Unified School District Manhattan Beach Unified School District Martinez Unified School District Monrovia Unified School District New Haven Unified School District Oakland Unified School District Peralta Community College District Pleasanton Unified School District San Carlos School District San Francisco State University San Francisco Unified School District San Jose Unified School District San Jose/Evergreen Community College District San Lorenzo Unified School District San Mateo Union High School District San Mateo-Foster City School District Santa Monica-Malibu Unified School District Santa Rosa Junior College Simi Valley Unified School District South San Francisco Unified School District Tamalpais Union High School District University of California, San Francisco West Contra Costa Unified School District







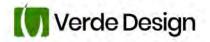




Please see Section "D. References, Related Experience and Examples of Work" for more detailed information on our project experience



Subconsultant Qualifications



FIRM PROFILE

VERDE DESIGN FIRM INFORMATION

Type of Legal Entity: S Type Corporation and Certified Small Business Enterprise in California Years in Business: 17 years Number of Employees: 50 Main-Contact: Derek McKee, RLA, Principal 408.850.3410 | derek@verdedesigninc.com Office Providing Services: Santa Clara office, located at 2455 The Alameda, Santa Clara, CA 95050 Website: www.verdedesigninc.com

ABOUT VERDE DESIGN

Verde Design is an integrated landscape architecture and civil engineering firm specializing in awardwinning recreational and athletic-focused spaces. We provide our clients with comprehensive planning, design, and construction administration services, and serve cities, counties, and parks and recreations districts, as well as public and private K-12 schools, colleges, and universities, businesses, non-profit organizations, and community groups.

We have partnered with over 110 public agencies to date, and have completed more than 750 public facility projects for clients. Projects have ranged from small neighborhood pocket parks to destination sites, including expansive community parks and sports complexes. We are passionate about these spaces and are committed to creating lasting facilities that serve California's recreational communities. We staff our projects with a team of creative problem solvers, and draw upon our in-house site planning, grading and drainage, planting, and irrigation design expertise, to provide solutions that meet or beat project schedules and remain within the established project budgets.

BRIEF HISTORY

In 2007, Derek McKee and Devin Conway, both veterans of the A/E/C industry, purchased key assets of a former firm and founded Verde Design, a certified SBE. Our leaders have crafted a culture rooted in sound practice, focused on sustainability, and staffed with people who care about enhancing their communities. Since our founding in Santa Clara, we expanded operations with additional offices in Folsom, Santa Rosa, and Riverside. YEARS IN BUSINESS

AS A CERTIFIED SMALL

BUSINESS ENTERPRISE

PARK &

PLAYGROUND

PUBLIC AGENCIES

PROJECTS FOR

FIRM PRINCIPALS



OUR PROJECTS & SERVICE TYPES

- Landscape Architecture
- Civil Engineering
- Master Planning
- Facility Assessments
- Management Plans/ Studies
- Feasibility Studies
- Schematic Design
- 3D Modeling
- Community Facilitation & Outreach
- Construction
 Documentation
- Irrigation Design & Audits
- Cost Estimating

- New & Replacement
 Playgrounds
- All-Inclusive Playgrounds
- New and Replacement Athletic & Rec Fields
- Bike/Skate Parks
- Sports Field/Park Lighting
- Tennis/Hard Courts
- Pre-Fab Buildings for Restrooms, Concessions, Maintenance, and Storage
- Plazas/Entry Elements
- Stormwater Facilities
- SWPPP & SWMQCP





Exhibit A

VERDE DESIGN BY THE NUMBERS

WE ARE PROUD THAT OVER 96% OF OUR BUSINESS COMES FROM REPEAT CLIENTS



SANTA CLARA FOISOM SANTA ROSA RIVFRSIDF BRANCH OFFICES

***OFFICE PROVIDING SERVICES:** SANTA CLARA OFFICE: 2455 THE ALAMEDA, SANTA CLARA, CA 95050







\$750 MILLION IN PUBLIC PROJECTS COMPLETED

SYNTHETIC TURF FIELDS **DESIGNED FOR** OUR PROJECTS/CLIENTS

Verde Design possesses a wealth of experience in the design of athletic and recreational facilities, having successfully completed more than 400 projects involving synthetic turf, which includes over 100 synthetic turf field replacements. Our comprehensive understanding of these turf systems, combined with our technical proficiency, has established us as a premier specialist in synthetic turf across California.

YEARS IN BUSINESS

SMALL

BUSINESS

FNTERPRISE

The expertise of our project team encompasses a thorough knowledge of the necessary products, drainage solutions, maintenance protocols, and the management of program usage that synthetic turf fields demand. We are committed to equipping you with the essential information required to make well-informed choices regarding the selection of products for your fields.





DEREK MCKEE RLA PRINCIPAL-IN-CHARGE | VERDE DESIGN, INC.

Derek McKee is a principal and co-founder of Verde Design, responsible for client relationships and production coordination. Practicing landscape architecture for more than 27 years, he has worked on public parks, habitat restoration/preservation, athletic facilities, school facilities, and mass transit design. He has worked on large regional parks over 100 acres to mini-parks for smaller communities. His projects have earned several notable awards and distinctions. Most recently, the American Public Works Association (APWA) recognized the City's of Campbell's John D Morgan Park with its 2022

Environmental Project of the Year, >\$5M category. Additionally, volunteering and providing community support, Derek has been a public works commissioner, board member for a community park conservancy, and is active with CPRS on several committees.

Education

B.S., Landscape Architecture, California Polytechnic State University, San Luis Obispo, 1993

Licenses & Affiliations

CA 4148, Landscape Architect, 1995

- American Society of Landscape Architects
- American Sports Builders Association California Parks and Recreation
- Society District 4 Board, Current
- Coalition for Adequate School Housing

Housing

- Green Roofs for Healthy Cities Sports Turf Managers Association
- NorCal Board, Current City of Santa Cruz, Public Works
- Commission 2005-2013 City of Santa Cruz - Clean River,
- Beaches and Ocean Tax Oversight Committee

Contact Information

Phone Number 408.850.3410 Email Address derek@verdedesigninc.com

Office Location Santa Clara

RELEVANT EXPERIENCE

City of Alameda

- Estuary Park Phase II, Community Park (current)
- Estuary Park Phase I, Sports Complex (2017)

City of Brentwood

• Sand Creek Sports Complex, Sports Complex (current)

City of Walnut Creek

• Heather Farms Park, Sports Complex (current)

City of Morgan Hill

- Butterfield Park Phase I, Community Park (current)
- Magical Bridge Playground, Comuunity Park & Playground (2023)
- Outdoor Sports Center Master Plan, Sports Complex (2022)
- Third Street Creek Park, Community Park & Trail (2017)
- Railroad Park, Community Park & Playground (2017)

City of South San Francisco

• Órange Memorial Park, Sports Complex (2023)

City of Mountain View

- Pickleball Court, Study and Design (current)
- Rengstorff Park, Community Park & Playground (2025)

City of East Palo Alto

Martin Luther King Jr. Park, Community Park (current)

City of San Carlos

North Crestview Park, Community Park & Playground (current)

City of Tracy

• Legacy Youth Sports Complex, Sports Complex (2023)

City of Redwood City

• Redwood Shores Library Playground, Community Park & Playground (current)

City of Campbell

• John D Morgan Park, Community Park & Playground (2021)

City of Newark

- City-Wide Park Signage, Community Park (current)
- Lakeshore Park, Community Park (current)
- Mel Nunes Park, Sports Complex (current)
- Sportsfield Park, Sports Complex/Skate Park (2020)

City of Watsonville

- Ramsay Park, Community Park (current)
- City Plaza, Community Park (2020)
- Ramsay Park Connector Trails, Community Park & Trails (2020)



Exhibit A



ESTUARY PARK, ALAMEDA, CA

The City of Alameda initiated the design and construction of the first phase of the Estuary Park athletic field project, which was lead by Verde Design. This 8-acre site, which was formerly utilized by the U.S. Navy for athletic fields and soil stockpiling, has remained dormant for several years. The design process was highly collaborative, incorporating feedback and guidance from community members, user groups, and staff from the Recreation and Park Commission. The project was anchored by fundamental principles aimed at creating spaces, activities, and features that cater to a wide array of users. As a result, the facility boasts a variety of engaging elements, including a specialized "Challenger" baseball field and a lighted synthetic turf multi-use field designed to accommodate soccer, rugby, football, and field hockey.

Looking ahead, Phase 2 of the project is set to enhance the park with additional amenities, such as a multi-age playground featuring integrated seating, picnic and BBQ areas, pickleball courts, basketball and Bankshot courts, a dog park, and informal lawn spaces. A newly designed network of lighted pathways, along with updated restroom facilities, parking, and a bay-friendly landscape and irrigation system, will cohesively connect the entire park. Verde Design worked closely with user groups and City staff to formulate the overall design of the park, as well as to create a comprehensive construction plan package that includes detailed plans, specifications, and cost estimates for the phased development of the project.







Exhibit A FIRM PROFILE



SERVICES

- Civil Engineering
- Surveying
- Planning
- Transportation
- Water Resources
- Construction Management
- Utility Locating
- Grants Funding

San Francisco

Salinas

San Diego

San Jose

•

OFFICE LOCATIONS

- Modesto
- Newport Beach
- Oakland
- Pleasanton
- Portland
- **Redwood City**
- Roseville
- Sacramento
- Walnut Creek

San Rafael

San Luis Obispo

- Santa Rosa

RELEVANT PROJECTS

- County of Alameda ECHOJ EV
- Boys & Girls Club of Alameda
- Alameda Historic Theater
- WETA Alameda Central Bay Ops Maintenance

BKF Engineers

Delivering Inspired Infrastructure for over 109 years

Serving the western United States since 1915, BKF Engineers is a leading civil engineering and surveying firm, successfully planning, designing, surveying, and funding projects. Our legacy is indicative of our resilience and dedication to supporting the technical expertise and collaboration critical to implementing the visions of the communities we serve. By leveraging our diverse project portfolio in combination with innovative design solutions, BKF's team of 460+ experienced members is dedicated to successfully deliver sustainable and dynamic projects for our communities and partners.

Through our growing presence in over 16 locations, BKF supports a diverse range of markets, including education, health and wellness, transportation, water resources, land surveying, infrastructure, land development, research and laboratory facilities, government, civic, parks and open space. We provide a number of specialty services agency permit expediting, master planning, grant/funding strategies, sustainable infrastructure, site accessibility consulting, hydrology/ hydraulics, traffic signal and traffic handling designs, utility locating services, automated construction surveying monitoring, and 3D laser scanning to expedite the design and approval of projects.

BKF's proven project approach recognizes that developing dynamic projects is informed by focused team collaboration, mitigating physical constraints and potential risks, and balancing design goals with value engineering solutions. As a partner with our clients, BKF is mutually invested in the successful outcome of projects through providing strategic advice commencing at the initial feasibility phases through the completion of construction.

- Alameda College Center for Liberal Arts
- Alameda Marina Master Planning
- Alameda Landing Residential
- Alameda Landing BMR Housing
- Alameda Point







CITY OF ALAMEDA EXPERIENCE

Commercial

Mad Oak West Alameda 1960 N. Loop Road 1701 Monarch Street Sand Hill Road Water Line Replacement **Exelixis Waterfront Campus** Penumbra Commons 1501 Harbor Bay Parkway **Bay Ship Alameda** Chase Bank Svendsen Marina Harbor Bay Parkway Serramonte Corp. Ctre. WindRiver Systems Phase II Alameda Cinema 7 Alameda Landing Bank of America Alameda Banner Storage - Alameda BofA Alameda 2620 5th Street Cal Pet Galaxy **Container Care Site** South Shore Center Alameda Target Alameda

Civic

County of Alameda ECHOJ EV Otis Spunkmeyer Field Survey Charging Stations Boys & Girls Club of Alameda Alameda Historic Theater US Food & Drug Lab/Admin. Building WETA Alameda Central Bay Ops Maintenance Golf Course Parking Lot Cross Alameda Trail Jean Sweeney Open Space Park Marina Village Marina Condominiums

Residential

Dignity Moves Homekey Project Rosefield Village Alameda Landing Residential Alameda Landing BMR Housing Admiral's Cove Alameda Point Bayport Apartments Harbor Island Apartments Shinsei Gardens FISC East Housing Breakers @ Bayport Ballena Village 401 Tinker Ave

Education

Alameda College Center for Liberal Arts Laney and Alameda College Peralta Colleges Alameda Chinese Christian School

Healthcare

Creedon Wound Care Center

Infrastructure

NCPA Alameda Landfill 2517 Blanding Avenue

Arbor Storm Pump Station Replacement SPS-BBI Project Closeout/Stormwater Pump University Circle On-Site Design

Master Planning

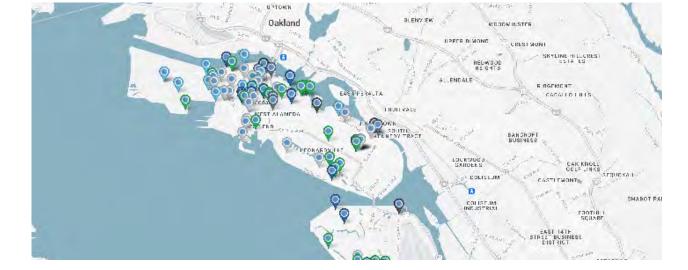
Alameda Marina Alameda Point Master Infrastructure

Mixed Use

Alameda Naval Air Station Alameda Marina Alameda Point Bldg. 9 Repurposing Alameda Point Site A Stockpile Survey Mgmt. Plan Warmington Homes

Transportation

2517 Blanding Avenue Cross Alameda Trail-Jean Sweeney Open Space Route 101/University Ave. Alameda Civic Center Parking Structure Alameda Point Ferry Terminal Seaplane Lagoon Ferry Terminal Alameda Public Roadway Network Mariner Square Drive Rosefield Village Parking Lot







EDUCATION B.S., Civil Engineering, San Jose State University

REGISTRATION

Professional Civil Engineer, CA No. 64607 Professional Civil Engineer, NM No. 29597

AFFILIATIONS

American Society of Civil Engineers

Urban Land Institute

Design-Build Institute of America

YEARS OF EXPERIENCE

28 Years, 21 with Firm

ERIC SWANSON, PE, DBIA

SENIOR ASSOCIATE PRINCIPAL

Eric has over 28 years of civil engineering experience for counties, cities, and other public municipalities. With a deeply entrenched work history in the area, Eric has worked on 160+ projects within Alameda County. Additionally, he has worked on many on-calls, including one for the Alameda County Successor Redevelopment Agency On-Call Services contract. Eric recognizes that a variety of different project types may be involved under this agreement and that the key to providing clients with an effective response to each project/task order is in his ability to quickly understand the specific project scope and organize his project team accordingly.

Eric leverages his understanding of the local site conditions, governing jurisdiction requirements, and construction background to deliver projects. Eric is able to identify and summarize key factors that assist the local agency to select a preferred alternative. On all his projects, large or small, Eric strives to deliver value to the project team by exploring innovative design alternatives, understanding the value of stakeholder and community involvement, and respecting all aspects of the environment.

SELECT PROJECT EXPERIENCE

City of Alameda City of Alameda Aquatic Center Alameda

City of Alameda Cross Alameda Trail Alameda

City of Alameda Jean Sweeney Open Space Park Alameda

Alameda County Alameda County Successor Redevelopment Agency On-Call Services Hayward

Eastern Contra Costa Transit Authority On-Call A&E Master Agreement Antioch East Contra Costa Fire Protection District On-Call Services Brentwood

East Contra Costa Fire Protection District On-Call Services Brentwood

City of San Ramon On-Call Services San Ramon

Lawrence Berkeley National Library B91 Parking Lot New ADA Sidewalk Berkeley

City of Mountain View Library ADA Improvements Mountain View

City of Antioch Prewett Community Park Improvements Antioch



1



FIRM PROFILE

Collaborators. Listeners. Experts.

With a firmwide team of professionals focused on Civic work, we have both the experience and capacity to effectively provide the services required by public agencies. We have designed new buildings, and evaluated, retrofitted, and renovated, hundreds of existing buildings throughout the west coast for institutional and civic clients. Working directly with over 48 cities and 14 counties over the past 25 years, we have supported building evaluations, seismic retrofits, and developing seismic risk reduction programs. Our clients specifically value our commitment to technical expertise and exceptional client service through close collaboration. We form strong partnerships with our Civic clients. Because of our depth and breadth of experience, we are adept at the nuances of public funding requirements, community outreach and project delivery conditions that are unique for each of the public entities that we work with. Our engineers have leading roles in the development of better procedures and guidelines for evaluating and rehabilitating buildings, and improved seismic building codes and have led or participated in the development of every US based seismic code in use today. Not only do we provide these services for our communities, we live, work, and utilize the buildings in many of these communities where we provide our services.

Relevant Civic Experience

Alameda Free Library, Design, Alameda, CA

Alameda County Water District, Mayhew Reservoir, Seismic Retrofit, Alameda, CA

Alameda County, Camp Sweeny Improvements, San Leandro, CA

Alameda Health Systems, OSHPD Compliance Plan, Alameda, CA

College of Alameda, Building C Beam Crack Assessment, Alameda, CA

City of Oakland, Architectural On-Call, Oakland, CA

City of San Francisco, Structural On-Call, San Francisco, CA

City of West Hollywood, Seismic Retrofit Program, West Hollywood, CA

San Bruno City Hall, Renovation Study, San Bruno, CA

Professional and Technical Staff

- 17 Senior Principals
- 32 Principals
- 50 Associates, Associate Principals, Senior Associates
- 164 Staff Engineers
- 18 CAD/BIM Specialists

Offices

San Francisco Detroit Grand Rapids Los Angeles Oakland Orange County Sacramento San Diego Seattle Mexico







Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901

RESUME





Education

M. Eng. Structural Engineering, University of California at Berkeley, 1995

B.S. Architectural Engineering Pennsylvania State University, 1993

Professional Registration

CA Structural Engineer, License No. 4521

CA Civil Engineer, License No. 57761

Professional Affiliations

Structural Engineers Association of Northern California (SEAONC)

Past Chair of SEAONC Steel Sub-Committee

Office

601 City Center, 12th Street, Suite 400, Oakland, CA

Residence

Alameda, CA

Jay Yin, SE

Associate Principal

Qualifications

Jay Yin joined Degenkolb in 2014 and has nearly 30 years of structural engineering experience. He has managed a wide variety of projects including academic, museum, commercial, healthcare, laboratory, and waterfront marine structures. He is responsible for technical design, overseeing project engineers and Revit operators, and maintaining client relationships. Jay's experience includes new building design, structural retrofit, advanced seismic analysis, seismic evaluation, peer review, and plan checking, for various clients, including several University of California campuses.

Representative Project

City of Burlingame, New Community Center, New Design, Burlingame, CA

Degenkolb designed the two-story, 36,000-square-foot, new community center in Burlingame, CA. The geometrically unique building features butterfly roofs with varying heights, large picture and ribbon windows, and underground parking. Shaped like an arc composed of three main pavilions, the building features three cantilevered roofs. The complex geometry, coupled with the canted features at three different roof locations, created irregularities throughout, requiring extensive custom detailing, with almost no two conditions the same. Solar PV panels on the three pavilion roofs and a green roof over a smaller section contribute to the building achieving net-zero. Since its completion, the Community Center has received the AIA San Mateo Green Building Award, the California Parks and Recreation Society Award of Excellence and the Peninsula Clean Energy All-Electric Leadership Award.

Additional Relevant Experience

Alameda County, New Probation Center Building Renovation & Seismic Retrofit, Feasibility Study, Oakland, CA

Alameda County, Chabot Nike Missile Site Building Improvements, Renovation & Retrofit, Schematic Design, San Leandro, CA

Alameda County, White Cotton Cottage Evaluation & Rehabilitation, Schematic Design, San Leandro, CA

College of Alameda, Building C Beam Crack Assessment, Alameda, CA

Sonoma State University, On-Call Services, Rohert Park, CA

New Bay Street Plaza, Emeryville, CA

Marina Aquatic Center, Renovation, Marina, CA

Oakland Unified School District, Castlemont High School Athletic Improvements, Oakland, CA

The New Exploratorium at Piers 15/17, San Francisco, California*

Pier 1 Renovation, San Francisco, CA*

*Experience prior to joining Degenkolb Engineers.



Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901 C. ORGANIZATION QUALIFICATIONS

FIRM PROFILE

H & M Mechanical Group Inc is a mechanical engineering firm which provides consultation and design services for heating, ventilating and air conditioning (HVAC), plumbing, and fire sprinkler systems for multiple building types, focusing on new construction, modernizations, fire restoration, Title 24 reporting, and energy analysis.

Established in 1981 with over 40 years' experience in the industry, school projects are our specialty, and we have worked in multiple northern California districts. We have substantial experience with the DSA review process, and their comments related to accessibility, structural, and fire life safety. As a result, this helps the team to receive DSA approval in a timely manner. Though working on educational building projects is our specialty we have also designed systems for residential and housing complexes, office and retail suites, community centers, performing arts and auditorium spaces, libraries, and other civic projects.

SERVICES

- Energy modeling and analysis
- Title 24 performance compliance calculation
- Assessment of existing HVAC, Plumbing and Fire Sprinkler system
- HVAC and control system design
- Plumbing system design

RELEVANT PROJECTS

City of Alameda Fire Station No. 4, Alameda, CA Remodel the dormitory in the existing fire station.

Alameda County Facilities Needs Priority 1 Program, Various Sites This is a Design-Build project to repair the deficiencies within the existing facilities within the Alameda County Health Department and the Alameda Health System. The facilities within the Alameda County Health Department are the Crisis Response Unit(CONREP), Cherry Hill Detox, Cherry Hill Sobering, Eden Mental Health, Homeless Shelter, South County Crisis Center, REACH Ashland Youth Center, and Youth Uprising & Clinic. The facilities within the Alameda Health System are Fairmont Hospital buildings A, C, E, Cafeteria/Dietary, and Chapel, and Highland Hospital building HCP, Wing A, B, E, and Administration building. The scope of work is identified in the 2018/2019 Facility Condition Assessment (FCA) report performed by Cannon Design. The construction budget is \$33.65M.

East Palo Alto City Council Chambers and Police Evidence Palo Alto, CA

Assessed the existing mechanical and plumbing systems and provided a Basis of Design and system recommendation. H&M designed a complete HVAC and plumbing system for the renovated space.

Emeryville Child Development Center, Emeryville, CA Designed a cooling system for the kitchen and multi-purpose room. Plumbing design included utility connections for the new HVAC equipment.

Marin Jail Unisex Inmate and Restroom Renovation, San Rafael, CA Renovated the existing restrooms to unisex and ADA compliant in the inmate health service restroom, laundry and food service restrooms, and the public restroom in the visitor lobby.









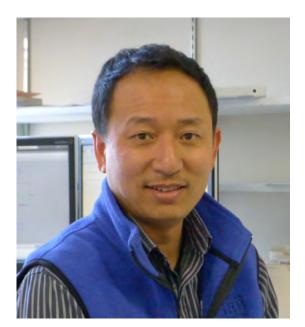




Docusign Envelope ID: 2CADF93D-A402-4E28-B7B0-E7596E31B901

Exhibit A





JOHN CHOU - Principal Mechanical Engineer

- **Education:** California Polytechnic State University, San Luis Obispo. Bachelor of Science in Mechanical Engineering, 1993
- License: P.E. California Lic #34124 P.E. Hawaii Lic #15683

Credential: LEED Accredited Professional, 2006

Certified Energy Plans Examiner Lic #R08-12-2115 **Oakland Office:** 8105 Edgewater Drive, Suite 114 Oakland, Ca 94621

John became one of the company's Principals in April of 2012. He joined H&M Mechanical Group in 1998 and is a consummate engineer working on multiple projects in the design of heating, ventilating, and air conditioning. John is instrumental in the development and implementation of AutoCAD and Revit standards and details.

Prior to joining H&M Mechanical Group, John was employed by an Energy Savings Service Company providing recommendations as to where energy costs could be saved. Because of his energy conservation background, John persistently researched energy savings on designs prior to LEED, Green Building Design, and other energy groups. To name a few, Maritime Child Care Center, a historic building, received an LEED Gold award. Main Street Village Apartments was named Project of the Quarter by the California Multi-Family New Homes (CMFNH) organization. This project was designed over 50% above 2005 Title 24 which qualified the project for an Energy Rebate from PG&E. In addition, there are several other projects John worked on which have received substantial Energy Rebates from PG&E.

A vital element to John's repertoire is continuing his education to stay current, as he attends a variety of seminars and tests to remain updated on Energy Codes and code changes that will impact the future. He also remains up to date on changes in system design and new technologies in the HVAC industry.

During his time away from the office, he can be found on his snow board on the slopes of Tahoe, on the golf course, riding his bicycle along the trails of San Ramon or in the kitchen cooking for his wife and son. John is a man of many talents and quite a cook.







GARY HENNINGS – Senior Consultant

Education: California Polytechnic State University, San Luis Obispo Bachelor of Science in Environmental Engineering, 1976 Golden Gate University, San Francisco Masters in Business Administration, 1988

License: P.E. California Lic #20245

Credential: LEED Accredited Professional, 2006

Professional Organization:

American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE)

Oakland Office:

8105 Edgewater Drive, Suite 114 Oakland, Ca 94621

Gary is the co-founder of H&M Mechanical Group and Senior Consultant for the company's engineering, construction administration, and heating, ventilating, and air conditioning departments. His expertise includes the design of HVAC systems for office and retail buildings, hospitals, clean rooms, new and renovated fire stations, airports, libraries, recreational buildings, schools, and a myriad of others. With over fifty years of engineering experience, he has seen changes in the industry and steers the company appropriately.

Gary was past president of the Nevada Northern Chapter of ASHRAE and continues to be an active member and while away from the office, he occupies his time by hiking or running the trails around the San Francisco Bay Area or on the golf course.



Exhibit A



SERVICE ORIENTED	The main focus of BELDEN Consulting Engineers is to provide a high level of service to our clients. We are organized to meet objectives, goals and deadlines for each project.						
QUALITY ENGINEERING	We provide full service mechanical, plumbing and electrical engineering with an emphasis on economical, logical, trouble-free design throughout construction and the project's life.						
PROFESSIONAL APPROACH	Each project has a project manager/engineer working with designers, affording back up for design and client contact.						
STAFF VERSATILITY	A staff of 16 professional engineers, designers, and support personnel offer a broad range of experience that is drawn upon as needed for each project.						
COMPUTER PROGRAMS	BELDEN Consulting Engineers offers a complete array of software programs to complement the engineering services available to our clients. All plans are prepared using the latest version of AutoCAD or Revit.						
COMPREHENSIVE EXPERIENCE							
		ential: High-Density Multi-Family Mixed-Use Projects, Senior Residential Projects, ments, Affordable Housing, Townhouses and Custom Single-Family Homes.					
	High-rises: Residential, Commercial and Mixe	ed-use Projects.					
	· · ·	Industrial: Laboratories, Pump Stations, Emergency Generators, Train Stations, Ports, Piers, Substations, Vehicle Maintenance Facilities, Manufacturing Plants, Telecommunication Facilities and Computer Facilities.					
	Institutional: Schools, Hospitals, Civic and M	ilitary, and Health Care Facilities.					
	Commercial: Offices, Malls, Shopping Center Complexes, Retail- Tenant Improvements, Restaurants, Hotels, Manufacturing Facilities and Street Lighting.						
	Public: Parks and Recreation, Churches, Schools, City and County Buildings, Fire and Police Stations, Museums, Airports, Libraries, City Halls and Emergency Operations Centers.						
	Dutdoor: Parking Structures, Roadways, Parks, Sports Fields, Parking Lot & Street Lighting, and Building Enhancements including PV System Designs and EV Charging Stations.						
	Consulting: Studies, Title 24 compliance, LEE Due Diligence Reports and Peer Reviews.	ng: Studies, Title 24 compliance, LEED certification, Lighting Design, Energy Studies, gence Reports and Peer Reviews.					
LICENSED	Arizona, California, Hawaii, Nevada, Oregon	and Washington.					
LOCATION	Our 58-year-old firm is centrally located in P	leasanton, California.					
RELEVANT PROJECTS	 Alameda Cinema Theater, Alameda Mariner's Island, Alameda General Storehouse, Alameda Alameda Co. Office, Oakland Alameda Co. Office, Oakland Alameda County Mosquito Abatement District, Hayward Union Point Park, Oakland Fairyland Zoo Public Park Street Lighting, Oakland Jack London Square Street Lighting, Oakland Fire Station #3, Morgan Hill 	 Fire Station #4, Fremont Fire Station #9, Fremont Fire Station #10, Fremont Fire Station #11, Tiburon Fire Station #19, Lafayette Fire Station #30, Union City Fire Station, San Leandro Half Moon Bay Fire Station Moraga/Orinda Fire Stations Vallejo Fire Station 9 Screen Theatres, Jack London Square in Oakland 					

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33

dsk architects

Exhibit A



Gerald Gonzales, P.E. LEED AP President



<u>EXPERIENCE</u>

Gerald Gonzales, electrical engineer, has worked on institutional and commercial projects since 1996. He has been involved in the design of power, lighting, data communication and fire alarm systems, production of drawings and specifications from design development through construction documents.

Gerald's similar projects include:

Home First Homeless Shelter, San Jose City of Alameda Fire Station No. 4, Alameda Buena Vista Avenue & Park, Alameda Pain Clinic, Corte Madera Diamond Ridge Healthcare Center, Pittsburg Winchester Memory Care, San Francisco Bayer Health Care Building, Berkeley Avalon ADU conversions (Several Locations) Miller Apartments, South San Francisco (LEED Silver) St. Joseph Church Renovation, San Francisco Bayfront Mixed-Use, Hercules 3093 Broadway Mixed-Use, Hercules Tabora Senior Housing, Walnut Creek 1095 El Camino Real Apartments 515 Lincoln Ave., San Jose 60 Pierce Apartment, San Jose Calvary Church, Knightsen, CA Vallejo Fire Station 1&3 Renovation, Vallejo, CA Mountain House Community Park Site Location, Mountain House, CA Northside Community Center, San Jose, CA Avalon Bay Garage to ADU, Alameda

EDUCATION

B.Sc., Electrical Engineering, Mapua Institute of Technology, Philippines Licensed Professional Engineer (Electrical), California, Nevada, Washington, Hawaii and Arizona LEED Accredited Professional





D. REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK SAN FRANCISCO, CA

01

SIZE | 55,000 ft² COST | \$\$21,941,188 COMPLETED | 2020 PIC | Amir Kakavand PM | Terry Tran

CHARLES DREW ELEMENTARY SCHOOL MODERNIZATION SAN FRANCISCO UNIFIED SCHOOL DISTRICT SAN FRANCISCO, CA

RELEVANT RECENT ON-CALL/MASTER AGREEMENT PROJECTS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Initially, the District retained dsk to prepare a comprehensive feasibility study of the site to determine whether a new building would be more economical than a renovation. The historical significance of the buildings within the community resulted in the District's final decision to move forward with full modernization. The layout of common areas, classrooms, and administrative core was reworked, improving efficiency for interior paths of travel. Hazardous materials were removed and all finishes were upgraded, in addition to ADA accessibility improvements throughout the campus. An upgraded building envelope and façade provide better thermal and moisture protection, and a new paint scheme provides a much-needed facelift for the campus. The kitchen was upgraded to meet health codes. Energy-efficiency and sustainability upgrades include new LED lighting with individual classroom controls, a new roof with R30 insulation, and the replacement of existing natural gas boilers and radiators with an electric variable refrigerant flow system (VRF).

CLIENT CONTACT Wazi Chowdhury, formerly Director of Facilities, SFUSD (currently with South San Francisco Unified School District) wchowdhury@ssfusd.org | (650) 438-6085



REMOTE DOOR ACCESS ASSESSMENT AT 33 DISTRICT SITES SAN FRANCISCO UNIFIED SCHOOL DISTRICT SAN FRANCISCO, CA

For this project the dsk team collected information for each site including As-Builts and information on existing Door Access systems and conducted site walks to verify existing conditions.

Findings for each site were documented and analyzed and construction cost estimates were prepared for each site. The dsk team also produced design and construction schedules and the Final Assessment Report. dsk worked in close coordination with the school sites and DOT and provided preparation of specifications.

(currently with Sequoia Union High School District)

SIZE | 33 DISTRICT SITES COST | \$1,200,000 COMPLETED | 2023 PIC | Amir Kakavand

PIC | Amir Kakavand PM | Payman Sadeghi



SIZE | 28,518 ft² COST | \$1,886,064 COMPLETED | 2022 PIC | Amir Kakavand PM | Chris Wu

GEORGE WASHINGTON HIGH SCHOOL EXTERIOR IMPROVEMENTS + WINDOW REPLACEMENT SAN FRANCISCO UNIFIED SCHOOL DISTRICT SAN FRANCISCO, CA

CLIENT CONTACT Narayan Naidu, formerly Client Project Manager, SFUSD

nnaidu@seq.org | (510) 427-6645

This project included replacement of the existing glazing, repair of terra cotta façade, and replacement of doors, with an emphasis on retaining the original appearance of this historic school that originally opened in 1936 and boasts sweeping views of the Golden Gate Bridge. Additional scope included replacing the existing aluminum windows with new aluminum windows replicating the existing shape and associated roller shades, and replacement of additional windows located on the south side of the 2nd floor of the gymnasium, and one storefront window is located in an academic building.

CLIENT CONTACT Andrea Dawson, Senior Project Manager SFUSD Bond Program 415 241 6152 x 1558 | DawsonA1@sfusd.edu

City of Alameda Request for Proposals for On-Call Architectural Services FY 2025-2030

dsk architects





LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT RELEVANT RECENT ON-CALL/MASTER AGREEMENT PROJECTS PESCADERO, CA



LA HONDA ELEMENTARY SCHOOL ROOFTOP SOLAR PANEL PROJECT LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT LA HONDA. CA

This project involved the installation of 26 LG solar panels to the roof of an existing modular classroom building.

SIZE | 1,000 ft² CLIE COST | \$100,000 COMPLETED | 2021 PIC | Amir Kakavand TECHNICAL LEAD | Javier Cespedes

CLIENT CONTACT Amy Wooliever, Superintendent La Honda-Pescadero Unified School District amyw@lhpusd.edu | (650) 879-0286

LA HONDA ELEMENTARY SCHOOL NEW TRACK & ATHLETIC FIELD AND SHADE STRUCTURE LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT LA HONDA. CA

Improvements made to the outdoor areas of La Honda Elementary included a new athletic caliber synthetic turf system and running track along with a shade structure.

SIZE | 2,322 ft² COST | \$57,212 (SHADE STRUCTURE ONLY)

COMPLETED | 2020

PIC | Amir Kakavand PM | Yan Boon-Long

CLIENT CONTACT Amy Wooliever, Superintendent La Honda-Pescadero Unified School District amyw@lhpusd.edu | (650) 879-0286



SIZE | 4,800 ft² COST | \$752,166 COMPLETED | 2018 PIC | Amir Kakavand PM | Terry Tran

LA HONDA ELEMENTARY SCHOOL NEW ADMINISTRATION + CLASSROOM BUILDINGS LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT LA HONDA, CA

The project consists of two modular buildings. The larger 2,880 square foot building, which includes a new administration office, a Kindergarten classroom and a Pre-K classroom, serves as the new entrance to the campus. Together with the smaller 1,920 square foot building which houses two new classrooms, a new paved courtyard is created providing a new playground for the students.

CLIENT CONTACT Amy Wooliever, Superintendent La Honda-Pescadero Unified School District amyw@lhpusd.edu | (650) 879-0286





SAN LORENZO UNIFIED SCHOOL DISTRICT RELEVANT RECENT ON-CALL/MASTER AGREEMENT PROJECTS SAN LORENZO, CA



SIZE | 8,840 ft² COST | \$6,520,000 COMPLETED | 2024 PIC | Amir Kakavand PM | Javier Cespedes

ARROYO HIGH SCHOOL NEW CLASSROOM BUILDINGS SAN LORENZO UNIFIED SCHOOL DISTRICT SAN LORENZO, CA

dsk architects partnered with American Modular Systems to provide a cost-effective and custom solution for much-needed new classrooms. The project includes three new modular classroom buildings, with one devoted exclusively to special needs education. Two general education classroom buildings add an additional five classrooms. Custom architectural finishes were added to elevate the project, including architectural bump-outs, full-wall marker boards and exterior metal cladding. Custom operable windows allow for improved ventilation, more access to daylight, and result in energy savings for the campus. An outdoor learning classroom was created adjacent to the new classroom buildings and features green space, grassy areas and amphitheater-style seating. Shade structures, built on-site, were added to the parapet roof for a modern look.

CLIENT CONTACT Behrooz Danish, Director of Facilities and Construction, SLZUSD bdanish@slzusd.org | (510) 317-4842



SIZE | 6,688 ft² COST | \$5,540,000 COMPLETED | 2024 PIC | Amir Kakavand PM | Javier Cespedes

SAN LORENZO HIGH SCHOOL NEW CLASSROOM BUILDINGS SAN LORENZO UNIFIED SCHOOL DISTRICT SAN LORENZO, CA

The project provided 3 new modular classroom buildings and 2 unique outdoor canopies allow students to eat, read, sit outside in the shade for perfect climate outdoor learning. The modular building includes 4 classrooms, 2 special ED classrooms, boys and girls restrooms. The three buildings are carefully situated on the site to provide inviting outdoor gathering areas for students. The geometry of the new addition blends the two parts of the campus on the north and west of these three buildings.

The project also includes 8'-0" height elegant aluminum ornamental fence with accessible pedestrian gate and fire truck gate.

CLIENT CONTACT Behrooz Danish, Director of Facilities and Construction, SLZUSD bdanish@slzusd.org | (510) 317-4842



SIZE | 15,000 ft² COST | \$10,000,000 COMPLETED | IN PROGRESS PIC | Amir Kakavand PM | Terry Tran

WASHINGTON MANOR MIDDLE SCHOOL NEW CLASSROOM BUILDING AND STUDENT COMMONS SAN LORENZO UNIFIED SCHOOL DISTRICT SAN LORENZO, CA

This new state-of-the-art building is anticipated to include approximately 15,000 of modern educational facilities tailored to meet the needs of students, staff, and administration. The new building includes a variety of classroom configurations, designed to support both traditional and modern instructional methods. Integration of flexible learning spaces accommodates group work, individual study, and technology-based activities. Spaces are designed for school administration, including offices for the principal, assistant principal, and support staff and conference rooms for meetings with staff, parents, and students are equipped with modern communication tools. The project also includes multiple security and accessibility upgrades.

CLIENT CONTACT Behrooz Danish, Director of Facilities and Construction, SLZUSD bdanish@slzusd.org | (510) 317-4842



CASTRO VALLEY, CA



SIZE | 14,458 ft² COST | \$6,206,699 COMPLETED | 2021 PIC | Amir Kakavand PM | Chris Wu

CASTRO VALLEY HIGH SCHOOL PROJECT LEAD THE WAY CASTRO VALLEY UNIFIED SCHOOL DISTRICT CASTRO VALLEY, CA

RELEVANT RECENT ON-CALL/MASTER AGREEMENT PROJECTS

CASTRO VALLEY UNIFIED SCHOOL DISTRICT

PLTW is a computer science and engineering program for Castro Valley High School that prepares students for technology fields post-graduation. In order to facilitate this program, a modernization of existing facilities is needed.

The scope of work for the project involves building a new mezzanine floor in the two larger rooms to accommodate for an additional four new classrooms to the two existing instructional spaces. To add these new rooms to the existing building, automatic fire sprinklers, structural upgrades, and new vertical circulation were required. As part of the Division of State Architect approval process, a pre-submittal meeting was held to determine what would be required for DSA submission and approval. DSA required the project to have a rehabilitation report (REH) submission and approval prior to project plans and specification submittal. As part of the report, testing and visual inspections were required as well.

CLIENT CONTACT Sharon Trieu-Quince, Facilities Director Castro Valley Unified School District strieuquince@cv.k12.us | (510) 537-3000 ext. 6903



SIZE | 5,745 ft² COST | \$4,041,000 COMPLETED | 2020 PIC | Amir Kakavand PM | Chris Wu

CASTRO VALLEY HIGH SCHOOL NEW HEALTH & WELLNESS CENTER AND CLASSROOM BUILDING CASTRO VALLEY UNIFIED SCHOOL DISTRICT CASTRO VALLEY, CA

Castro Valley High School's Health and Wellness Center is designed to be a space for students to visit when they have issues outside of academics. The North Wing provides additional classrooms for the High School's use, while the South Wing provides the clinic for student needs.

The courtyard is designed as a safe and inviting gathering space, where students can congregate and be free from the troubles of teenage life.

The District's main goal is to provide tools for creating a supportive learning environment that reduces drop-outs, and absences.

CLIENT CONTACT Sharon Trieu-Quince, Facilities Director Castro Valley Unified School District

strieuquince@cv.k12.us | (510) 537-3000 ext. 6903



SIZE | 12 acres COST | \$5,800,000 COMPLETED | 2022 PIC | Amir Kakavand PM | Flynn Rpsenthal

CREEKSIDE MIDDLE SCHOOL NEW ATHLETIC FIELD & CAMPUS MASTER PLAN

CASTRO VALLEY UNIFIED SCHOOL DISTRICT

At Creekside Middle School, dsk architects found that the District owned more land than originally indicated. An additional 4.2 acres of land was identified and added to the campus master plan during the schematic design phase. In Phase 1, athletic fields were modernized, a priority for the campus due to high demand from both student athletes and local community groups that also utilized the facilities outside of school hours. Upgrades included a new track, new baseball fields and two soccer fields. In Phase 2 the dsk team completed a traffic simulation to visualize best solutions to traffic congestion related to student drop-off. dsk then used VISSIM PTV, a traffic simulation program, to simulate the conceptual flow of the traffic based on the data. Aerial drone footage is used to corroborate the simulation, and adjustments can be made in the software to reflect "real-world" conditions.

CLIENT CONTACT Sharon Trieu-Quince, Facilities Director Castro Valley Unified School District strieuquince@cv.k12.us | (510) 537-3000 ext. 6903





WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT RELEVANT RECENT ON-CALL/MASTER AGREEMENT PROJECTS RICHMOND, CA



SIZE | 15,000 ft² COST | \$16,245,960 COMPLETED | 2025 PIC | Amir Kakavand PM | Terry Tran

HERCULES HIGH SCHOOL / MIDDLE SCHOOL NEW SCIENCE BUILDING WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT HERCULES, CA

Hercules High School and Middle School are located on the same campus, with the high school located to the west of the Administrative Building, and the middle school located to the east. 4 existing high school portable classrooms and 1 existing portable restroom, and 4 existing middle school portable classrooms will be demolished. The project program includes 3 HS Science Lab classrooms, 1 HS Chemistry Lab, 1 HS Prep Room accessible by all four HS classrooms, and 4 MS Science Lab classrooms with a Prep Room accessible by all four MS classrooms. A spine wall which is a part of the passive energy strategies ties the two sets of classrooms while maintain separation between the schools for security purposes. Numerous educational elements are incorporated into the project: The Spine Wall is an illustration of the Solar System in scale, the building elevation symbolizes genome sequencing, a sundial in the garden with the student as the Gnomon. Shaded outdoor learning areas are provided for each school.

CLIENT CONTACT Ellen Mejia Hooper Director of Facilities

Director of Facilities Planning and Construction ellen.mejiahooper@wccusd.net | (510) 778-6473





DISTRICT OFFICE SECURITY ACCESS PROJECT WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT RICHMOND, CA

This secure access project for the District's administrative offices included design of a six-foot industrial ornamental steel fence system and gates enclosing the facility's two parking lots.

The reception area was retrofitted with aluminum storefront-type windows and doors that extend from the reception counter to the ceiling, providing security and access control to the receptionist's desk and the office areas. Casework and countertops were also replaced.

SIZE | 37,140 ft² COST | \$154,682 COMPLETED | 2024 PIC | Amir Kakavand PM | Terry Tran

CLIENT CONTACT Ellen Mejia Hooper Director of Facilities Planning and Construction ellen.mejiahooper@wccusd.net | (510) 778-6473





BILLING RATES

Exhibit A



dsk architects Hourly Rates

* These rates are effective Jan 1, 2025, and are subject to review yearly.

dsk • dettmer seiberlich kakavand • architects - www.dskarch.com

926 Natoma St. Ste 200 San Francisco CA 94103 T: 415.839.6418 – F: 415.839.7584

1539 Sawtelle Blvd. Ste 14 Los Angeles CA 90025 T: 310.254.2263 – F: 415.839.7584 6700 Koll Center Parkway Ste 110 Pleasanton, CA 94566 T:925.484.5245 – F:925.484.5206

663 Hill St. San Luis Obispo, CA 93405 T: 805.541.4864 – C: 805.459.0806





Charge Rate Schedule Effective until December 31, 2025

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates	
Principal	\$275.00 per hour
Project Manager/Construction Manager	
Level Four	\$260.00 per hour
Level Three	\$240.00 per hour
Level Two	\$195.00 per hour
Level One	\$180.00 per hour
Project Engineer	
Level II	\$200.00 per hour
Level I	\$185.00 per hour
IT Manager	\$195.00 per hour
CAD Manager	\$190.00 per hour
Project Designer	\$175.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$165.00 per hour
Draftsperson Level II	\$160.00 per hour
Draftsperson Level I	\$155.00 per hour
Project Administrator	\$100.00 per hour
Intern	\$85.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions Sub Consultant Services

Reimbursable Expenses

Blueprints and Reproductions Photography Models and Renderings Postage/Overnight Mail Service

Charge Rate Schedule is subject to revisions.

Cost plus 10% Cost plus 10%

Travel Expenses Parking and Toll Expenses Permit Fees Courier Delivery Service



Exhibit A

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE

EFFECTIVE JANUARY 1, 2025

CLASSIFICATION	HOURLY RA
PROJECT MANAGEMENT	
Principal in Charge	\$317.0
Senior Project Executive	\$294.0
Project Executive	\$287.0
Senior Project Manager Senior Technical Manager	\$278.0
Project Manager Technical Manager	\$273.0
Engineering Manager Surveying Manager Planning Manager	r \$251.0
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project	t Planner \$233.00
Project Engineer Project Surveyor Project Planner	\$205.00
Design Engineer Staff Surveyor Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.0
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.0
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.0
Engineering Assistant Surveying Assistant Planning Assistant	\$111.0
FIELD SURVEYING	
Survey Party Chief	\$233.0
Instrument Person	\$200.0
Survey Chainperson	\$150.0
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.0
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.0
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$305.0
Senior Construction Administrator	\$266.0
Resident Engineer	\$197.0
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.0
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$218.0
Funding Strategies Manager	\$200.0
Funding/Research Analyst I, II, III, IV	\$137.00 - \$158.00 - \$168.00 - \$185.0
PROJECT ADMINISTRATION	
Project Coordinator	\$149.0
Senior Project Assistant	\$128.0
Project Assistant	\$113.0
Clerical Administrative Assistant	\$95.0

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.

BKF ENGINEERS



BILLING RATES





2025 Design Compensation Schedule Bay Area Region

The following hourly rates are applicable as of January 1, 2025. These rates are subject to change upon notification.

Title	Rates
Senior Principal	\$360
Principal	\$325
Senior Associate	\$295
Associate Principal	\$295
Associate	\$265
Senior Project Manager	\$265
Forensics Operations Manager	\$235
Project Manager	\$235
Senior Engineer	\$235
Design Engineer	\$220
Designer 3	\$210
Designer 2	\$200
Designer 1	\$175
Assistant Designer 2	\$135
Assistant Designer 1	\$115
Engineering Technician II	\$200
Engineering Technician I	\$155
Senior BIM Specialist	\$190
BIM Specialist	\$155
Project Analyst	\$120
Administrative Services	\$100





H & M MECHANICAL GROUP 2025 BILLING RATES

Principal:	\$ 277.00 / hour
Engineer:	\$ 214.00 / hour
Designer:	\$ 158.00 / hour
CAD Operator:	\$ 127.00 / hour
Administration:	\$ 100.00 / hour

Fees will remain in effect if a contract is signed in 2025 and will remain the same for the duration of the contract.





Hourly Billing Rate Schedule (Effective 2025)

Principal	\$295
Project Manager/Sr. Engineer	\$255
Project Engineer/Sr. Designer	\$245
Project Designer	\$205
CAD/Revit Technician	\$185
Administrative	\$115



Exhibit A

1901 Harrison St., Suite 1320 Oakland, CA 94612

926 Natoma St., Suite 200 San Francisco, CA 94103

663 Hill St. San Luis Obispo, CA 93405

1539 Sawtelle Blvd., Suite 14 Los Angeles, CA 90025



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Ą	COR		CI	ER'	TIF	ICATE OF LIA	BILI	TY INS	URANC	E	•	MM/DD/YYYY) 30/2025
4/30/2025 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).												
			Drafaaiaaal				CONTA NAME:	^{ст} Chris Rom	iano			
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	fayette CA		10 200				É-MAIL ADDRE	ss: CertsDes	signPro@Ass	uredPartners.com		
								INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
						License#: 6003745	INSURE	RA: BERKLE	Y INSURAN	CE COMPANY		32603
	ired K. LLP					DSKLLP0-01	INSURE	кв: Hartford	Accident and	Indemnity Company		22357
		on Street, Su	ite 1320				INSURE	R c : Hartford	Casualty Insu	urance Company		29424
Oa	kland CA	94612					INSURE	R D : Hartford	Underwriters	Insurance Company		30104
							INSURE	RE:				
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability. RE: All Operations of the Named Insured. 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 and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).												
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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- **b.** Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- **a.** Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- **b.** Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

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The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.
 - This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- **b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

\rightarrow 4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy 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 a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b**. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

\rightarrow (7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all 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.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES 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 purpose of this definition:
 - **a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - **b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
- 2. "Advertising idea" means any idea for an "advertisement".
- **3.** "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
- 4. "Auto" means:
 - **a.** A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

- **6.** "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership. maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.
- (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. -DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV-Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. -DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. -POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas. b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

 Policy Number: 57WEGAE1P80
 Endorsement Number:

 Effective Date: 11/07/2024
 Effective hour is the same as stated on the Information Page of the policy.

 Named Insured and Address:
 dsk, LLP

 1901 Harrison Street, Suite 1320
 Oakland, CA 94612

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

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

M. Ohio Komau

Job Description

Countersigned by

Authorized Representative



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Policy #57UEGBC8081



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- **B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

 Policy Number: 57 WEG AE1P80
 Endorsement Number: 002

 Effective Date: 02/27/25
 Effective hour is the same as stated on the Information Page of the policy.

 Named Insured and Address:
 DSK, LLP

 1901 HARRISON ST STE 1320
 OAKLAND CA 94612

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Notice of Cancellation to Certificate Holder(s) Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number	
dsk, LLP	AEC-9082122-04	
Effective Date of This Endorsement 02/25/2025	Authorized Representative	
4 - BDP0713130 (07-13)	26963-9082122-183368	Policy Form: BDP0417001 (04-17)