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 Shah Kawasaki Architects, a California Corporation whose address is 570 10th St. Ste. 201, Oakland, CA. 94607 ("Provider"), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: on-call architectural services. City staff issued an RFP on March 17, 2025 and after a submittal period of 16 days received eighteen timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17th, 2025.
- E. The City and Provider desire to enter into an agreement for on-call architectural engineering services, upon the terms and conditions herein.

AGREEMENT

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

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

3. **COMPENSATION TO PROVIDER:**

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.
 - b. The total five-year compensation for this Agreement shall not exceed \$750,000.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. <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. **HOLD HARMLESS**:

- a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.
- c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. <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.

PL Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) <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:

\$1,000,000 each occurrence

Property Damage:

\$1,000,000 each occurrence

or

Combined Single Limit:

\$2,000,000 each occurrence

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

(4) <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. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSUREDS:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

- a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.
- b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. <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. **REPORTS**:

- a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.
- c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. **RECORDS**:

- a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.
- b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").
- c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.
- d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).
- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
- d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

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

ATTENTION: Mike Billington, Facilities Manager Ph: (510) 747-7952 / mbillington@alamedaca.gov

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

Shah Kawasaki Architects, Inc. 570 10th Street, Suite 201 Oakland, CA 94607 ATTENTION: Philip Luo, Principal Ph: (510) 663-6090

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

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

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply

continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

19. TERMINATION:

- a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.
- b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.
- c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment

(e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. <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. INTEGRATED CONTRACT:

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

26. <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. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

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

30. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Shah Kawasaki Architects a California corporation

CITY OF ALAMEDA a municipal corporation

Principal / Vice President

Jennifer Ott City Manager

Youngchae Lee

Principal / Secretary

RECOMMENDED FOR APPROVAL

-Signed by:

Erin Smith

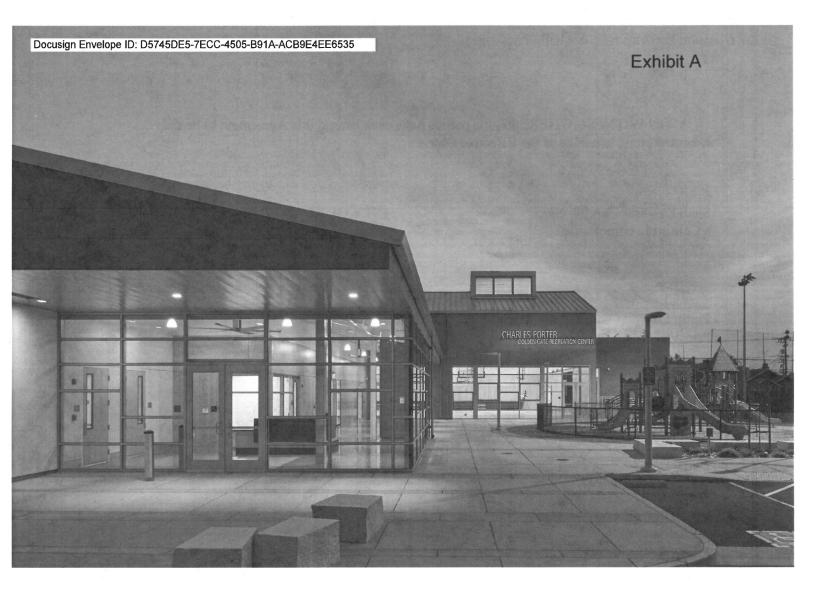
Erin Smith 7491...

Public Works Director

APPROVED AS TO FORM: City Attorney

Len Aslaman

Lens Assignitan **Assistant City Attorney**



Request for Proposals On-Call Architectural Services City of Alameda April 4, 2025

PROPOSAL

SHAH KAWASAKI ARCHITECTS

SHAH KAWASAKI **ARCHITECTS**

April 4, 2025

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

Re: Request for Proposals for On-Call Architectural Services

Dear Ms. Patel,

Shah Kawasaki Architects has had the pleasure and privilege of serving the City of Alameda since 2012. We have assisted the City with ADA upgrades at the Mastic Senior Center, lighting upgrade base drawings for the Albert H. Dewitt Officers Club, Maintenance Service Center tenant improvements, feasibility studies for Fire Station No. 5. and City Hall West Feasibility Study. Through our work, we hope to learn about your goals, your priorities, and how to work with your stakeholders and users. Our mission, as always, is to help you accomplish your mission; we strive to operate as an extension of your organization, to be a member of your team.

We are pleased to submit this proposal to continue working with you on this On-Call Architectural Services Contract. We make the following commitments to further facilitate the success of your projects:

Principal Involvement: Our practice is built around principal level involvement on every project. You will always have our combined fifty-five years of experience at your disposal.

Level of Service: We will bring the same level of attention and detail to all your projects regardless of size. We have successfully completed projects with budgets from \$50,000 to \$30 Million.

Public Sector Experience: The personnel selected for this contract are experienced in Public Sector projects and are proactive at finding and solving problems.

Quick Response: Our size, capabilities, and proximity to Alameda allow us to respond quickly to service requests.

As a resident of the City of Alameda, it would be an honor and a privilege for me to serve my city through this opportunity to work with you on these projects. Should you have any questions regarding our proposal, please feel free to contact me at 510-663-6090. We look forward to hearing from you.

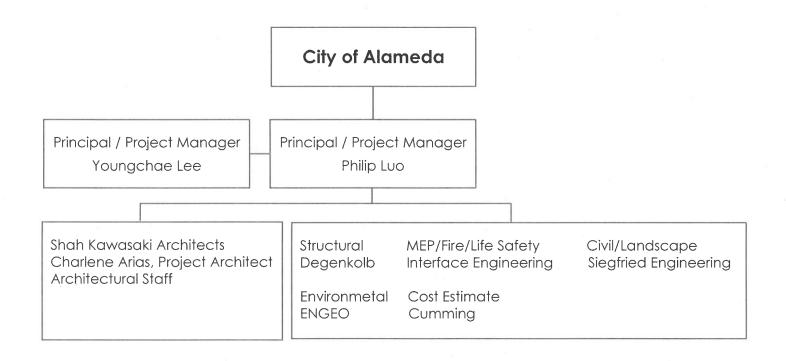
Regards,

Philip Luo, AIA, LEED AP, DBIA

Hily due

Principal

CITY OF ALAMEDA TEAM ORGANIZATION CHART



A. Description of Organization, Management and Team Members.

Provide a description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager for this term contract, and the day to day contact person for the job. Include resumes of key personnel and indicate which branch office they work out of. The City expects to work with the same project manager during the entire term of the contract, but expects that the team will be tailored to the size of each individual project.

Shah Kawasaki Architects | Prime Consultant 570 10th St. Ste 201, Oakland, CA 94607

Since our founding in 1999, Shah Kawasaki Architects (SKA) has held numerous on-call contracts for clients such as Alameda County, Contra Costa County, City of Oakland, City of Alameda, Port of Oakland, and the Lawrence Berkeley National Laboratories. We consider each one an opportunity and a privilege that allows us to provide excellent, creative design and to deliver quality professional services.

Our Oakland -based 12-person design firm is proactively managed to assure that the City of Alameda receives immediate response. We have the available resources and staff to perform numerous projects simultaneously and to

make meaningful adjustments when necessary. SKA utilizes a studio-based problem solving structure. Our design process regularly includes "pin-ups" in which staff, principals, and consultants review work. In addition to cross checking decisions, this brings the added value to our client in ensuring that critical information is not individually held. We also have one of the most experienced staff for an office of our size. 60% of our architectural staff are licensed architects and with over ten years of experience. The quality of our staff allows us to excel at technically challenging projects and help our clients navigate through ADA and other code or permitting agency challenges.

Exhibit A

Philip Luo, Principal / Project Manager

As Principal and Project Manager, Philip will be the primary contact for the City of Alameda. With over 30 years of experience in architecture, Philip excels at working with users to articulate and conceptualize their vision during the design process that results in facilities that serve their occupants well. He will manage the design team to respond to the needs of each project. Philip leads workplace, public safety, and corporation yard projects for SKA. Philip has been a City of Alameda resident since 2003.

Youngchae Lee, Principal / Project Manager

As Principal and Project Manager, Youngchae will be the secondary contact for the City of Alameda. A seasoned architect with uniquely well-rounded experiences in construction, engineering, and landscape architecture, Youngchae approaches each project holistically. Youngchae will lead our design effort on community centers, park design, major renovations, and healthcare facilities.

Charlene Arias, Project Architect

As project architect, Charlene will lead our internal and consultant team on projects. She will be responsible for keeping the project on track with the program, schedule, and budget to ensure that project milestones and deliverables are met. Charlene is a resident of the City of Alameda.

Degenkolb | Structural Engineers

601 12th Street Suite 400, Oakland, CA 94607 Founded in 1940, Degenkolb Engineers' practice reflects more than eight decades of commitment to expertise, client service, and life-long learning. Our award-winning structural designs saved clients hundreds of millions of dollars and are delivered taking full advantage of our expertise and experience. Our employees are passionate about working in collaborative environments helping our healthcare, higher education, advanced technology, construction, and federal clients achieve outstanding project results. We deliver customized structural solutions that meet every project need whether those needs are meeting stringent codes, sticking to a hard construction schedule, or developing a structural system that creates a landmark.

Siegfried Engineering | Civil / Landscape 3428 Brookside Rd, Stockton, CA 95219

Founded in 1955, Siegfried is the largest multidisciplinary design and engineering firm, headquartered in San Joaquin County, providing civil engineering, structural engineering, landscape architecture, surveying, and planning. Having expanded to offices in San Jose and Sacramento, Siegfried is recognized as one of the foremost professional services firms in Northern and Central California, as

measured by our clients, our employees, and our community. We solve our clients' toughest challenges making complex projects not only manageable but truly enjoyable. Our innovative approach and technical expertise continues to shape the success of communities and businesses in each of our practice areas and beyond. Over the years, it has become clear that having multiple disciplines working closely together under one roof benefits both the process and the product; streamlining costs while maximizing function.

Interface Engineering | MEP Engineers 1999 Harrison St. Suite 550, Oakland, CA 94612 Interface Engineering is a multidiscipline mechanical and electrical engineering firm known for innovative resource use, visionary sustainable design and breakthrough engineering solutions for new and existing buildings. From four employees in 1969, our practice has grown into a nationally recognized consultancy with over 220 professionals in ten offices. We focus on high-performance, pragmatic design, and to date have completed several hundred LEED certified projects and Net-Zero buildings. Our diverse market sector activity has allowed us to grow and we consistently rank high in industry surveys.

Engeo | Environmental Engineers

1630 San Pablo Ave. Suite 200, Oakland, CA 94612 Founded in 1971, ENGEO is an award-winning, employee-owned California Corporation of more than 400 geotechnical and civil engineers, geologists, hydrologists, hydrogeologists, environmental scientists, coastal engineers, construction quality-assurance representatives, and laboratory testing specialists serving clients in the U.S. and abroad. ENGEO serves all types of projects including transportation, flood control, water storage, conveyance and treatment, industrial facilities, civic structures, healthcare, education, energy, manufacturing, ports, harbors, waterfront development, residential, mixed-use communities, and urban development. ENGEO works directly with the City of Alameda on numerous projects and is currently serving the majority of the development projects in the City.

Cumming | Cost Estimator 1111 Broadway #300, Oakland, CA 94607

Cumming is a privately held corporation founded in California in 1996. Cumming is a leader in providing project consulting services to the A/E/C industry, including cost and project management, planning and scheduling, and construction dispute resolution. Now in its 24th year of business, Cumming has 950 team members within 36 office locations, which provide these and other related services to clients around the world.



Education

Master of Architecture,

UC Berkeley

Bachelor of Arts in Architecture,

UC Berkeley

Professional Affiliations
LEED Accredited Professional
Licensed Architect, State of California
Past Chair, AIA EB Committee
on the Environment



OUSD Cole Administrative Center



WETA Alameda Operations Center



AUSD Franklin Elementary School

Philip Luo, AIA, LEED AP | Principal / Project Manager Shah Kawasaki Achitects pluo@skarc.com | www.skarc.com (510) 379 2275

Philip Luo has 30 years of experience in architecture, bringing in-depth design, technical, and management experience gained from a wide range of clients and project types. Philip excels at working with users to articulate and conceptualize their vision during the design process, resulting in facilities that serve their occupants well. He leads our efforts with on-call and repeat clients such as City of Oakland, Alameda County, and UC Berkeley. His recent projects include OUSD Cole Administrative Center, EBRPD Park Headquarters, and Santa Cruz County Sanitation District Operations Building. Philip has lived in the City of Alameda since 2003.

Project Experience

AUSD Franklin Elementary School, Alameda, CA
AUSD Academy of Alameda, Alameda, CA
Alameda County Environmental Health Office, Alameda, CA

Alameda County Vector Laboratory, Alameda, CA

Alameda Maintenance Service Center, Alameda, CA

Alameda City Hall West Study, Alameda, CA

WETA Central Bay Operations & Maintenance Facility, Alameda, CA

Brentwood Municipal Service Center, Brentwood, CA

Delta Diablo Office Rehabilitation, Antioch, CA

OUSD Cole Administrative Center, Oakland, CA

East Bay Regional Park District Headquarters, Oakland, CA

Los Banos Police Station, Los Banos, CA

Milpitas Fire Station No. 2, Milpitas, CA

Oakland Police Administration Building, Oakland, CA

Oakland City Hall Facade Rehabilitation, Oakland, CA

Oakland Municipal Service Center, Oakland, CA

OUSD Coliseum College Prep Academy, Oakland, CA

OUSD Educational Leadership Complex, Oakland, CA

OUSD Westlake Middle School Field Replacement, Oakland, CA

Sandia National Laboratory Cafeteria, Livermore, CA

Santa Cruz Sanitation District Operations Building, Santa Cruz, CA

UC Berkeley Silver Lab Facade Replacement, Berkeley, CA

UC Berkeley Wheeler Hall Renewal, Berkeley, CA

UC Berkeley Haviland Hall Classroom Modernization, Berkeley, CA

UC Berkeley Regatta Museum Storage Facility, Berkeley, CA



Education

Master of Architecture,
Columbia University

Bachelor of Arts in Architecture
Bachelor of Arts, Rhetoric
UC Berkeley

Professional Affiliations

Licensed Architect, State of California and New York

LEED Accredited Professional



Lincoln Recreation Center



San Jose Fire Station #8



Whitecotton Cottage Study

Youngchae Lee, AIA | Principal / Project Manager Shah Kawasaki Achitects ylee@skarc.com | www.skarc.com (510) 379 2278

Throughout her career, Youngchae has refined a disciplined method of reconciling operational logistics with aspirational expressions to deliver architectural solutions that are both pragmatic and inspired. A seasoned architect with uniquely well-rounded experiences in construction, engineering, and landscape architecture, Youngchae approaches each project holistically.

With experiences in national and local landmark projects, Youngchae finds the greatest reward in working on local projects. Working to help build a better future is a duty and privilege she takes seriously as a parent to three young children.

Project Experience

Alameda County Nike Missile Site Building Improvements, San Leandro, CA

Alameda County Whitecotton Cottage Study, San Leandro, CA

Alameda County Facility Needs Priority 1 Program Design-Build Package #3, San Leandro, CA

Alameda County CDA Submeter Water Testing Laboratory, Oakland, CA

San Jose Fire Station 8, San Jose, CA

San Jose Fire Station 23, San Jose, CA

Lincoln Recreation Center, Oakland, CA

OUSD Manzanita Elementary School, Oakland, CA

OUSD Martin Luther King Jr. Elementary School, Oakland, CA

Oakland Unified School District Living Schoolyards Planning, Oakland, CA

Santa Cruz County Sanitation Department Operation Building, Santa Cruz, CA

NYU StudentLink Center, New York, NY

Cincinnati Music Hall, Cincinnati, OH

NYU Langone Medical Center Kimmel Pavilion, New York, NY

Robinson Center, Little Rock, AR



Education
Bachelor of Architecture, Southern
California Institute of Architecture

Professional Affiliations
LEED Accredited Professional,
Building Design and Construction



Charlene's 15+ years of experience have garnished a well-rounded portfolio of projects that offers her clients comprehensive knowledge around developing functional spaces while maintaining a high level of design. Over the course of her career, Charlene has led teams in the design and planning of high profile projects. Her experience extends to the shell and core of the Buck Institute and Lucille Packard Children's Hospital. She has been involved in many of SKA's on-call projects for Contra Costa County, UC Berkeley, and Alameda County. Charlene is a resident of the City of Alameda.

Project Experience

City of Alameda City Hall West Study, Alameda, CA City of Alameda Maintenance Service Center, Alameda CA Alameda County 2000 San Pablo TI, Oakland, CA Alameda County Edgewater Renovation, Oakland, CA Alameda County Camp Sweeney Fence Installation, Oakland, CA Contra Costa County 40 Muir Office renovation, Martinez, CA Los Banos Police Station, Los Banos, CA Lawrence Hall of Science Animal Care Rooms, Berkeley, CA OUSD Coliseum College Prep Academy, Oakland, CA Sandia National Lab Cafeteria Building, Livermore, CA UC Berkeley Athletics Football Locker Room, Berkeley, CA UC Berkeley Hearst Gymnasium Suite 2, Berkeley, CA UC Berkeley Haviland Hall Classroom Renovation, Berkeley, CA UC Berkeley Simpson Refueling Center, Berkeley, CA UC Berkeley Sproul Hall Study, Berkeley, CA UC Berkeley Wheeler Hall Classrooms, Berkeley, CA UC Berkeley Facilities Office at 2000 Carleton, Berkeley, CA UC Berkeley Haas Pavilion Track Locker Room, Berkeley, CA UCOP 1111 Franklin Street Tenant Improvements, Oakland, CA



Los Banos Police Headquarters



OUSD CCPA Site Expansion



Contra Costa County 40 Muir TI



Education
M.S, Stanford University, 2005
B.S., University of California,
Irvine, 2004

Professional Affiliations Structural Engineers Association of Northern California (SEAONC)



Peralta Oaks Seismic and Tenant Improvements



City of Oakland Fire Station #18



Porterville Kitchen Addition

Pardeep Jhutti, SE | Structural

Degenkolb Engineers pjhutti@degenkolb.com | www.degenkolb.com (510) 250 1265

Pardeep Jhutti has extensive experience in new design, seismic evaluations, retrofits and advanced structural analysis. Pardeep strives to provide cost-effective, innovative structural solutions to his clients. He brings collaborative design experience to each project. With extensive IPD experience, Pardeep is a team player who works well with a wide range of design partners, such as owners and contractors. Pardeep strives to serve as a trusted advisor, working side by side with clients throughout the design and construction processes. He is a LEED Accredited Professional.

Project Experience

Alameda County, Peralta Oaks Seismic & Tenant Improvements, Oakland, CA City of Oakland, Fire Station No. 18, Oakland, CA

Stanford Healthcare Steam Generation Plant New Design, Palo Alto, CA
Department of General Services, Porterville Kitchen Addition, Porterville, CA
GE Oil & Gas Operations, Seismic Equipment Anchorage, Pittsburg, CA
City of Oakland, Lake Merritt/12th Street New Restroom Building, Oakland, CA
City of Oakland, Lincoln Recreation Center, Oakland, CA*

City of Oakland, Golden Gate Recreation Center, Oakland, CA*

County of Contra Costa, Regional Fire Control District Communications Center, Pleasant Hill, CA*

Mountain House, Town Hall and Library, Mountain House, CA*
San Ramon Valley Fire Protection District Station No. 36, San Ramon, CA*
OUSD Cole Administration Center, Oakland, CA*

Oakland International Airport, International Arrivals Building, Oakland, CA* Oakland International Airport, Moving Walkways Demolition, Oakland, CA* 494 Forbes, South San Francisco, CA*

*Indicates work performed at another firm



Education
BS Civil Engineering,
University of the Pacific

BA Liberal Arts, Saint Mary's College of California

Professional Affiliations

American Society of Civil Engineers

Licenses

California Civil Engineer No.62498 Qualified SWPPP Developer No.575 Qualified SWPPP Provider No.575



Brentwood Fire Station No. 94



Alameda County Fire Training Center

Paul Schneider, PE. QSD/QSP | Civil

Siegfried Engineering pjs@siegfriedeng.com | www.siegfriedeng.com (209) 337 7715

Paul is recognized throughout the engineering community for his comprehensive knowledge, technical skills, and his ability to manage major development projects and a wide variety of civic projects. His expertise is showcased in his strong ability to direct Siegfried's major projects, beginning with conceptual master planning, and continuing through the design of site infrastructure and improvement plans.

As President and Principal of Siegfried, Paul is held in high regard for his strong ability to solve complex engineering and construction problems and finish projects on time and within budget.

Project Experience

Santa Clara Valley Water District, On-Call, Santa Clara County, CA Siegfried provided surveying, civil engineering, structural engineering, geotechnical engineering, and landscape architecture for the Santa Clara Valley Water District in an on-call role. Working for the District Facilities Management Unit for the Capital Improvement Program (CIP), Siegfried provided a comprehensive feasibility report to support the district's planning efforts in studying the addition of a new facility to either consolidate services in one building or expand current office space.

Oakland USD, Cole Administration Center, Oakland, CA ~ SKA Project Siegfried provided civil engineering, surveying, and landscape architecture for the Oakland Unified School District Cole Admin Center. This included programming and design, project development, construction documentation, and construction support on the new, two-story, 54,000 SF office building to house school district staff and a public meeting room for the Board.

Alameda County Fire Training Center, Dublin, CA ~ SKA Project Siegfried provided civil, geotechnical, landscape architecture, and surveying services for the Alameda County Fire Training Center in Dublin, CA, including site design, grading, drainage, utilities, and ADA accessibility. Our team provided geotechnical consultation, and site updates, including modifications for public art and a monument sign relocation.

Brentwood Fire Station No. 94, Brentwood, CA ~ SKA Project Siegfried is providing civil engineering, surveying, and landscape architecture for the development and construction of Brentwood Fire Station No. 94. The project involves the preparation of the bridging documents as well as the oversite of the design-build process for a new 6,700 SF fire station building on a roughly 0.2 acre parcel. Siegfried developed a comprehensive site plan, utility coordination, vehicle movement in and out of the facility, and a complete landscaping plan.

Alameda County, Fire Station No 24, Alameda County, CA Siegfried provided civil and structural engineering, surveying, and landscape architecture services for the Alameda County Fire Station No. 24 project in San Leandro. Our team delivered topographic and boundary surveys, site improvement plans for grading, drainage, utilities, and paving, as well as structural design for a new trash enclosure and vehicle wash area. Landscape and irrigation plans, along with construction support and coordination for electrical and utility connections, ensured a streamlined and cohesive design that met operational and permitting requirements.



Education BA Liberal Arts, Saint Mary's College of California

Professional Affiliations
American Society of Landscape
Architects (ASLA)

Licenses
California Landscape Architect No. 5595



Brentwood Fire Station No. 94



Alameda County Fire Training Center

Robert J. Norbutas Jr. | Landscape Architect

Siegfried Engineering bnorbutas@siegfriedeng.com | www.siegfriedeng.com (209) 943 2021

Robert successfully manages and directs a broad range of projects, providing oversight and leadership to some of Siegfried's largest projects. His top priority is interacting with clients to understand their needs and ensure their projects are user-focused and transformative. He is focused on bringing high-level design to his projects, from concept through project implementation. As a passionate participant in the Landscape Architecture profession, he continues to raise the bar on the quality of his work. Robert also performs inspection services on many of his designs once in construction.

Project Experience

Santa Clara Valley Water District, On-Call, Santa Clara County, CA Siegfried provided surveying, civil engineering, structural engineering, geotechnical engineering, and landscape architecture for the Santa Clara Valley Water District in an on-call role. Working for the District Facilities Management Unit for the Capital Improvement Program (CIP), Siegfried provided a comprehensive feasibility report to support the district's planning efforts in studying the addition of a new facility to either consolidate services in one building or expand current office space.

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Education

Bachelor of Science with High Honors, Mechanical Engineering, University of California, Berkeley

Bachelor of Science with High Honors, Business Administration, University of California, Berkeley

Professional Affiliations U.S. Green Building Council (USGBC)



City of Berkeley Corporation Yard



OMSS Gateway Transit Center



Marin County Fire Dispatch Phase 1

Wesley Lau, PE, LEED AP | Principal-In-Charge Interface Engineering wesleyl@interfanceeng.com | www.interfaceengineering.com

(415) 489 7257

Wesley Lau has 15 years of professional experience in electrical engineering and project management. Wesley has worked on a wide variety of project types, including government, civic, parks, mixed-use residential, high-rise buildings and commercials, educational, healthcare, and infrastructure projects. In addition to his engineering design experience, he has very strong team leadership and problem-solving skills.

Project Experience

City of Berkeley Corporation Yard Comprehensive Plan, Berkeley, CA Oakland Maritime Support Services (OMSS) Gateway Transit Center, Oakland, CA

Oakland Maritime Support Services Convenience Store & Fuel Storage Facility, Oakland, CA

Verdese Carter Park, Oakland, CA

1600 Los Gamos On Call Engineering, San Rafael, CA

Marin County Fire Dispatch Phase 1, San Rafael, CA

Marin County Sheriff's Office Emergency Electrical Study, San Rafael, CA Contra Costa Sheriff's Department Generator Replacement for 1960 & 1980 Muir Road, Martinez, CA

Las Positas College Building 2100 Academic Support and Office Building / LEED Silver Goal, Livermore, CA

McKinney Municipal Complex, McKinney, TX

San Francisco International Airport New All-Electric Central Plant,

San Francisco, CA

Daly City Youth Health Center, Daly City, CA

Mission College Plaza / LEED Silver Goal, Santa Clara, CA

Mission College Library Renovation, Santa Clara, CA

Asian Art Museum Pavilion teamLab Exhibit, San Francisco, CA

Los Angeles County Museum of Art MEP Peer Review / LEED Platinum Goal, Los Angeles, CA

Livermorium Park, Livermore, CA

Field Sports Park, San Jose, CA

Finley Community Park, Santa Rosa, CA

Strawberry Recreation Center Transition Design, Mill Valley, CA



Education

Bachelor of Science, Mechanical Engineering and Materials Science and Engineering, University of California Berkeley

Professional Affiliations

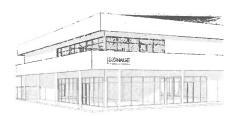
LEED Accredited Professional, US Green Building Council



IPON Public Safety and Administrative



OUSD Cole Administrative Center



OMSS Convenience Store & Truck Maintenance

Yee Cheung, PE, LEED AP | Lead Mechanical

Interface Engineering

yeec@interfanceeng.com | <u>www.interfaceengineering.com</u> (415) 489 7243

Yee is a driven and detail-oriented project manager with over 19 years of effectively leading a mechanical, electrical and plumbing (MEP) team and spearheading the design of HVAC, plumbing and fire sprinkler systems for commercial, institutional and residential projects. His experience includes healthcare, affordable housing, multi-unit high-rise residential buildings, hotels, historical renovations, office buildings, schools, restaurants, religious buildings, single-family homes, server rooms, art preservation facilities and grow rooms.

Project Experience

Improve Peralta Oaks North Public Safety and Administrative Headquarters, Oakland, CA

Alameda Police Station HVAC System Due Diligence Study, Alameda, CA Oakland Main Library Feasibility Study, Oakland, CA

Oakland Unified School District (OUSD) Cole Administrative Center, Oakland, CA

Oakland USD CCPA at Havenscourt High School, Oakland, CA

Merritt College Infrastructure Assessment & Design Services, Oakland, CA

Peralta Laney College LAN Locker Room Renovation, Oakland, CA

Oakland Maritime Support Services (OMSS) Gateway Transit Center,

Oakland, CA

Oakland Maritime Support Services Convenience Store & Fuel Storage Facility, Oakland, CA

Greenfield Fire Station Renovation Study, Greenfield, CA

California Department of Forestry & Fire Protection San Luis Obispo Unit Headquarters Replacement, San Luis Obispo, CA

California Department of Forestry & Fire Protection Bieber Fire Station & Helitack Basé Relocate Facility, Bieber, CA

Contra Costa County Public Works Department Chiller Replacement, Martinez, CA

San Francisco Federal Reserve Bank Lobby & Exhibit Remodel (DGA), San Francisco, CA

San Francisco Federal Reserve Bank 8th Floor Remodel, San Francisco, CA

The Presidio Trust Presidio Building 682, San Francisco, CA

The Presidio Trust Presidio Gorgas Rail Warehouse Complex,

San Francisco, CA



Education
Bachelor of Science,
Electrical Engineering,
University of Santa Barbara

Professional Affiliations

Institute of Electrical and Electronics Engineers (IEEE)

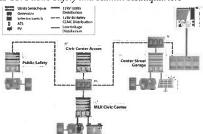
California Society for Healthcare Engineers (CSHE)



2000 San Pablo Tenant Improvement



IPON Public Safety and Admin Headquarters



BEAT Microgrid

Westley Anastasio, PE | Lead Electrical Interface Engineering

westleya@interfanceeng.com | <u>www.interfaceengineering.com</u> (415) 489 3220

Westley is an Associate Principal / Senior Electrical Engineer who has over 9 years of experience in electrical engineering design. He is a Team Leader and Project Manager at Interface. He continues to adapt and engage various projects simultaneously with an attention to detail with a focus in project management. He has experience working on a wide variety of projects including public work, healthcare, retail, commercial buildings, kitchens, airports, education and data centers.

Project Experience

County of Alameda 2000 San Pablo Tenant Improvement, Oakland, CA
County of Alameda BHCS Fairmont Data Upgrade, San Leandro, CA
County of Alameda EHO Electrical Distribution System Analysis, San Leandro,
CA

Improve Peralta Oaks North Public Safety and Administrative Headquarters, Oakland, CA

City of Berkeley Mobile Generator Study Various Sites, Berkeley, CA

City of Berkeley Electric Vehicle Charging Station Design and Corporation Yard Maintenance Building, Berkeley, CA

City of Berkeley Marina Corporate Yard Maintenance Building Electrical Distribution System Construction Documentation, Berkeley, CA

City of Berkeley Electric Vehicle (EV) Charging Station, Berkeley, CA

City of City of Berkeley, Berkeley Energy Assurance Transformation (BEAT) Microgrid, Berkeley, CA

City of Berkeley Temporary Trailers Electrical Distribution System, Berkeley, CA

City of Berkeley PG&E Electrical Service for Temporary Buildings, Berkeley, CA

City of Berkeley Ann Chandler Public Health Center Electrical Distribution Systems Scoping Assessment Study, Berkeley, CA

Oakland Unified School District (OUSD) Cole Administrative Center, Oakland, CA

Contra Costa County Public Works Department Chiller Replacement, Richmond, CA

Contra Costa County Lab Building Equipment Installation, Martinez, CA Contra Costa County 2380 Bisso Lane HSD IT Data Center, Concord, CA Contra Costa County Bay Point Family Health Center, Bay Point, CA



Education

Bachelor of Science, Mechanical Engineering, California Polytechnic State University, San Luis Obispo

Thomas de Senna, PE | Lead Plumbing

Interface Engineering

thomasd@interfanceeng.com | www.interfaceengineering.com (415) 489 7283

Thomas is a Technical Associate and has over 15 years of experience in various project types. His project experience includes projects of all scales, from retrofits to replacement, through all phases, from schematic design to construction administration.

License

Mechanical Engineer: California - M34908



Project Experience

Atherton Civic Center / Living Building, LEED Platinum, + WELL Building Goals, Atherton, CA

African American Museum and Library at Oakland (AAMLO), Oakland, CA City of San Rafael Essential Facilities Strategic Plan, San Rafael, CA

San Mateo Skylonda Fire Station No. 58, Woodside, CA

SCCSD DA Porath Sanitation District Operations Building, Santa Cruz, CA

SF Marin Food Bank, San Francisco, CA

Riverside Main Library / LEED Gold Goal, Riverside, CA

Brentwood Library, Brentwood, CA

Turlock Library, Turlock, CA

Judicial Council California Sixth Appellate Courthouse, Sunnyvale, CA

Elmwood Correctional Complex W4 Restroom Addition, Milpitas, CA

Mission College Library Renovation, Santa Clara, CA

Boeddeker Park Community Center / Zero Energy Ready, San Francisco, CA

India Basin & 900 Innes Park, San Francisco, CA

Finley Community Park, Santa Rosa, CA

San Francisco Federal Reserve Bank Underground Storage Tank, San Francisco, CA

Asian Art Museum Akiko Yamazaki & Jerry Yang Pavilion, San Francisco, CA

Asian Art Museum Pavilion teamLab Exhibit, San Francisco, CA

Albany USD Ocean View Elementary School, Albany, CA

Berkeley USD Washington Elementary School Administration & Kitchen Addition, Berkeley, CA

Southgate Elementary School Modernization, Hayward, CA

Hayward Unified School District Performing Arts Center, Hayward, CA



Atherton Civic Center



African American Museum and Library at Oakland



Boeddeker Park Community Center



Education
BS Civil and Environmental
Engineering,
University of CA, Davis

MS Civil Engineering, Specializing in Geotechnical Engineering University of Texas, Austin

Professional Affiliations

ASCE American Society of Civil Engineers

DFI - Deep Foundations Institute



Alameda Point



Alameda Seaplane Lagoon Ferry Terminal



WETA Central Bay Operations and Maintenance

Jeff Fippin, PE, GE, QSD | Geotechnical ENGEO ifippin@engeo.com | www.engeo.com

Jeff has been practicing Geotechnical Engineering since 1997 and joined ENGEO in 2002. He coordinates complex field investigations, provides design recommendations and communicates with various stakeholders in providing geotechnical services to both public and private sector clients. His experience includes waterfront and marine engineering, hydraulic structures, industrial facilities, transportation and infrastructure improvements, and residential and commercial developments. Jeff has significant experience in soil-structure interaction, foundation design, earthwork construction, and structural construction. Jeff has extensive experience throughout the City of Alameda including performing services for the City, the Redevelopment Agency, WETA, and numerous development projects.

Project Experience

City of Alameda On-Call Geotechnical Services, Alameda, CA ENGEO is the current on-call service provider for the City of Alameda geotechnical engineering needs. Under this agreement, ENGEO has performed peer review of shoreline improvements at Alameda Marina, Testing and Observations for the Reuse Infrastructure project, and geotechnical exploration for the Marina Village Parkway Storm Drain project.

Alameda Seaplane Lagoon Ferry Terminal, Alameda, CA
The project comprises construction of a new ferry terminal in the Seaplane
Lagoon at Alameda Point. ENGEO provided recommendations for ground
improvement and deep foundations and performed testing and observation
services during construction.

Alameda Point Redevelopment, Alameda, CA ENGEO reviewed decades of geotechnical reports performed at the former base and performed additional borings to provide a preliminary geotechnical report for site development.

WETA Central Bay Operations and Maintenance Facility, Alameda, CA ENGEO performed design and quality control services for the design-build project during construction. The project included construction of a floating dock for mooring 12 ferries, fixed gangway pier, a new seawall, four-story administration building, and fuel yard.



Education

Bachelor of Science, Civil
Engineering, University of
Cafifornia, Berkeley - Berkeley, 2002

Professional Affiliations

Certified Professional Cost Estimator, American Society of Professional Estimators, No. 1.4-000109-0715, 2015

Nick Mata, CPE | Cost Estimator

Cumming

nmata@cumming-group.com | <u>www.cumming-group.com</u> (949) 510 8400

Nick has 21 years of cost estimating experience within the construction industry. He has performed services for healthcare, K12, higher education, civic, and other markets in California. As Regional Director of Preconstruction, Nick's background in research and conceptual estimating for large-scale projects is invaluable. He is skilled in leading cost teams through milestone estimating, value engineering analysis, change order evaluation, and estimate reconciliation for projects across all sectors. He is proficient at providing services for capital programs, master plans, facility studies, renovations, new construction, and modernizations alike.

Project Experience

City and County of SF, New Animal Care and Control Building, San Francisco, CA

City and County of SF, Traffic Company and Forensic Services Division Facility, San Francisco, CA

City of Alameda, Demolition of Sixteen Existing Buildings, Alameda, CA

City of Berkeley, Center Street Parking Garage Replacement Plan, Berkeley, CA

City of Berkeley, Mental Health Services, Low Voltage, AV/IT Systems and Security, Berkeley, CA

City of Berkeley, Offices for Zero Waste Division Renovations, Berkeley, CA

City of Berkeley, Pool Estimates Updates, Berkeley, CA

City of Berkeley, Rose Garden Trellis Repair/Rehabilitation Options, Berkeley, CA

City of Berkeley, Telegraph-Channing Parking Garage Elevator Upgrades, Berkeley, CA

City of Cupertino, As-Needed Cost Estimating Services, Cupertino, CA

City of Cupertino, City Center Renovation, Cupertino, CA

City of Healdsburg, City Hall Renovation & Expansion Options for Dept. Consolidation and New Community Dev. Center, Healdsburg, CA

City of Lompoc, New Transit Maintenance Fac. & Bus Shade Structures, Lompoc, CA

City of Menlo Park, Life-cycle Cost Study, Menlo Park, CA

City of Monterey, Conference Center Major Renovation, Monterey, CA

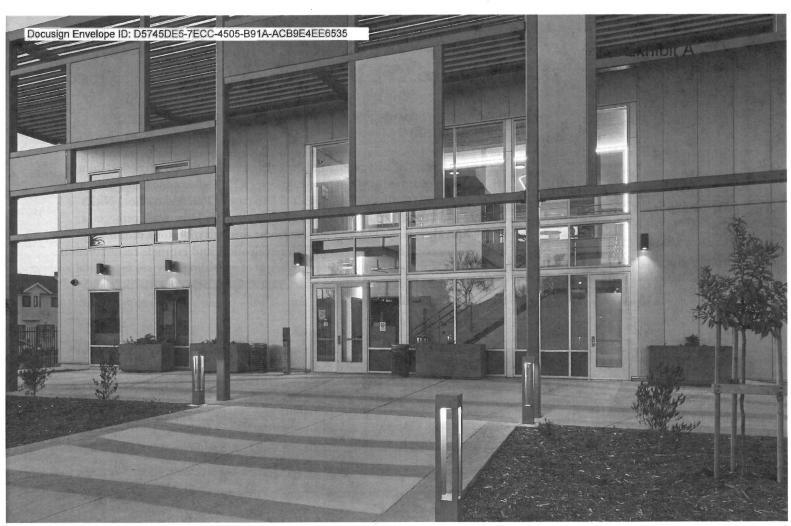
City of Napa, Historic Borreo Bldg. Post-Earthquake Assessment & Repair Plan, Napa, CA

City of Oakland, Downtown Senior Center Interior Improvements, Oakland, CA

City of Palo Alto, New Operations Center, Palo Alto, CA

City of Palo Alto, New Public Safety Building and California Avenue Parking Garage, Palo Alto, CA

City of San Jose, New Municipal Water System Office Complex, San Jose, CA



OUSD Cole Administrative Center

C. Organization Qualifications.

Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If available, give examples of other on-call services contracts. If the proposing firm is likely to be using a subconsultant for the type of work discussed in the Scope of Services, provide information on that subconsultant.

On-Call, As-Needed Service Contracts

Shah Kawasaki Architects (SKA) has been successful as on-call architects because we take a client centered approach to our projects; we invest in learning about our clients' goals and processes and strive to operate as an extension of their organization. Through our work, we hope to learn about your goals, your priorities, and how to work with your stakeholders and end users. Our Mission is to help you accomplish your mission; to operate as a member of your team.

Comprehensive Design Services

SKA provides comprehensive architectural design services including feasibility studies, programming, master planning, schematic design, design development, construction documents, bidding and negotiating services, and construction administration. Our team can serve projects

from the earliest stages of site surveying and existing building analysis, through the public outreach & community engagement process, complete full construction documents, assist in bidding, and follow through with construction assistance. We assist our clients with agency approval such as the Building Department, Fire Marshal, County Health Department, and other regulatory agencies required by the project. Our project type and size range from ground up buildings to equipment installations. Our team is flexible and can respond quickly to changing circumstances and we are ready and able to do so.

Exhibit A

Conceptual Planning / Feasibility Studies

As on-call architects, we frequently work with our clients to conceptualize projects. We believe that our ability to understand clients and to anticipate their needs is critical to the success of our projects. Our feasibility study scope usually involves studying the client's operations, evaluating their existing facilities, and assisting them with developing a masterplan for the future. We have completed major feasibility studies for Alameda County, City of Oakland, and UC Berkeley. Our work with the City of Oakland includes the Public Works Agency's two largest recent projects: a 375,000 square foot Police Administration Campus and a 200,000 square foot Municipal Service Center.

Project Types

With 20 years of Public Sector experience, we have indepth knowledge in the planning and design of many facility types and experience working with many user groups and stakeholders. Understanding the essential components of each facility type and best practices in the industry allows us to help our clients translate the functional requirements of their existing facilities into building programs that meet current needs and allow for future growth. Our experience in facility types includes administrative offices, fire stations, police facilities, recreational facilities, maintenance and operations facilities, laboratories, and classroom buildings.



Energy Modeling

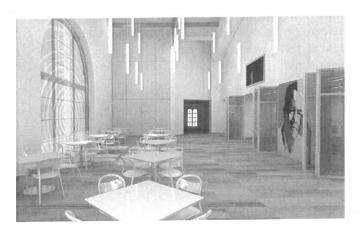
SKA uses energy modeling to optimize the building design through solar shading, window-to-wall ratio, insulation, window glazing, building massing and orientation, and daylighting. On the Brentwood Municipal Service Center, architectural improvements from eQuest modeling was able to reduce building energy usage by 24% over baseline. More significantly, improved building performance allowed the design cooling capacity of the HVAC system to be reduced from 50 tons to 37.5 tons, a 25% savings in cost and energy usage.

Project Size

We have successfully completed projects with construction budgets that range from \$50,000 to \$30 Million. These project types include new buildings, building modernization, and tenant improvements, with size ranging from 1,200 square feet to 200,000 square feet. We are committed to deliver the same high level of attention and service to all projects regardless of size.

Sustainable Design and Energy Efficiency

SKA's commitment to the environment goes beyond designing for LEED Certification. An important part of our comprehensive design services is our ability to integrate sustainable design practices into every phase of our projects. Our design process includes the use of modeling tools such as eQuest energy modeling software to optimize building design, and Dialux lighting modeling to improve daylighting and artificial lighting design and reduce energy usage from lighting. Shah Kawasaki Architects is an Alameda County Certified Green Business.



Lighting Design

We use daylight and artificial light modeling to select appropriate light fixtures and develop the most efficient layout to meet design illumination requirements and energy budget. For the OUSD Educational Leadership Complex (ELC) renovation project, we used Dialux professional lighting software to reduce lighting energy density by at least 10% to meet PG&E Savings by Design Guidelines. In the case of the two story Cafe at ELC, we evaluated three light fixtures and found that one met both design and energy criteria.

Exhibit A

Design / Communications

We believe good design results from making good decisions. At SKA, our role in the design process is to enhance the ability of our clients to make good decisions. We achieve this goal through visualization, analysis, and communications.

Visualization

A picture is worth a thousand words. Our team is adept at using design/communications tools help clients understand issues and visualize solutions. Our near-photorealistic renderings to help clients experience and evaluate design options. 3D studies enable the user to visualize lighting/daylighting, materials, access to views, and quality of space.

Analysis

SKA has a rigorous process to identify and assist clients in resolving design issues. First, we will proactively identify and track potential issues. Our team will perform necessary research and develop options for the client to consider. We will review these options with the client and work collaboratively to develop a strategy to achieve consensus with various stakeholders.

Communications

We are most successful when we can align our goals and agendas with that of our clients. Successful collaboration comes from good communications. On every project, we strive to learn key issues that are most important to the client and how we can most effectively collaborate with them.

Design Visualizations

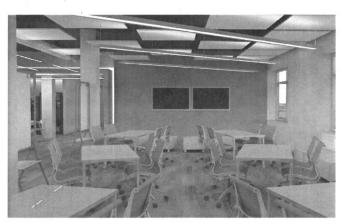
SKA provided visualization of major program areas for the Probation Day Transition Center (TDRC) as proof of concept to help users understand the quality of space in the design.



Ground Floor Cafe
Public seating area and casual meeting space with 40-50
seats. The Cafe is the heart of the TDRC.



Large Conference Room 40 seat, dividable meeting room where Probation Officers, Case Managers, and Non-Governmental Organization representatives can meet twice a month to discuss active cases.



Multi-Purpose Room Large flexible space on the first floor for recreation, group programs, and graduations.







OUSD Cole Administration Building

The Central Administrative Center is a two-story, 56,000 sf office building designed to house Central Office staff and a new Boardroom for public meetings. Designed to be Zero Net Energy Ready and meet CHPS Certification, the building is optimized for energy efficiency while creating a safe, comfortable, and collaborative environment for occupants. Innovative features include canopies around the building that provide solar shading while creating an enclosure for usable outdoor space. High clerestory windows bring daylight into the middle of the building for open office areas. The canopy also provides a structure for signage to communicate District Core Values and Academic Pathways. Custom designed frit glass wall and art display systems are integrated into lobbies and circulation areas to allow the District to showcase art from local artists and school sites.

Construction Cost: \$40 Million
Construction Completed: 2025

Building Area: 56,000 sf

Client: Oakland Unified School District







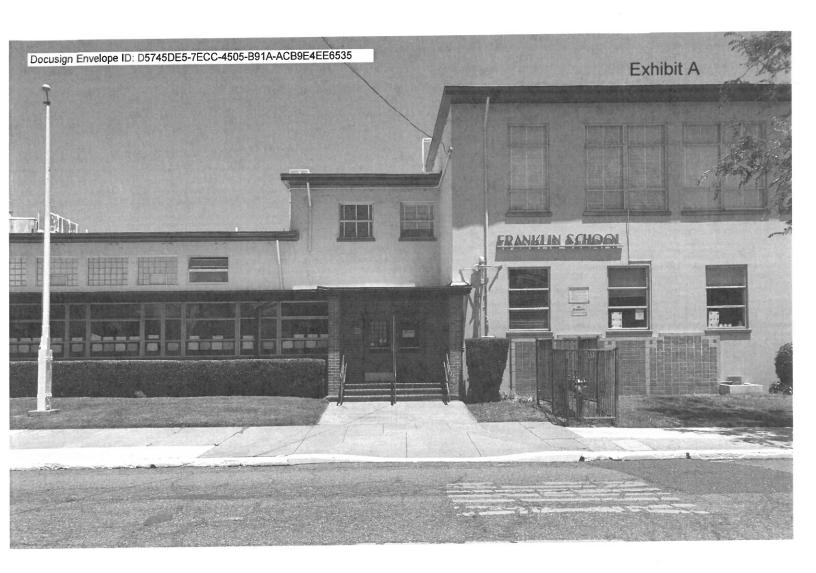
Wheeler Hall Capital Renewal Project

Constructed in 1917, Wheeler Hall is one of the most significant historic buildings on the UC Berkeley Campus. SKA assisted the University with a thorough building assessment and helped develop a budget for the \$20-million renewal project. The scope of the project includes infrastructure upgrades, such as the mechanical and electrical system, and rehabilitation of the exterior envelope.

The project also included the renovation of existing classrooms. Some smaller classrooms were combined to create classrooms sizes that were in demand on campus. On the second floor, four smaller classrooms were combined to create a 100 seat SCALE-UP (Student Centered Active Learning Environment for Undergraduate Programs) classroom, an active learning environment where students are encouraged to interact and solve problems while the instructor circulates the room to assist students.

Construction Cost: \$22 Million Construction Completed: 2017 Building Area: 135,000 sf

Client: UC Berkeley





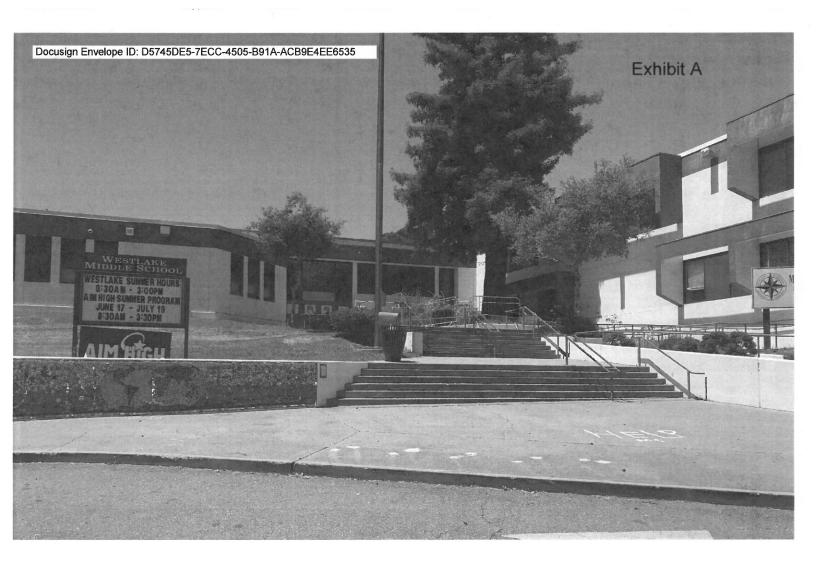
AUSD Franklin Elementary School Playground & ADA Upgrades

SKA assisted Alameda Unified School District with the design drawings for a play structure installation at Franklin Elementary School and accessibility upgrades for DSA applications. The scope of work included the replacement of an existing playground structure with a new playground structure that features a rubber, pour-in-place safety surface. In addition to coordinating the play structure design documents, an accessible path of travel survey was conducted to determine code required updates to areas such as the boy's and girl's restroom, the accessible parking stall and school main entry.

Construction Cost: \$250,000 est. Construction Completed: 2020

Building Area: 18,500 sf

Client: Alameda Unified School District





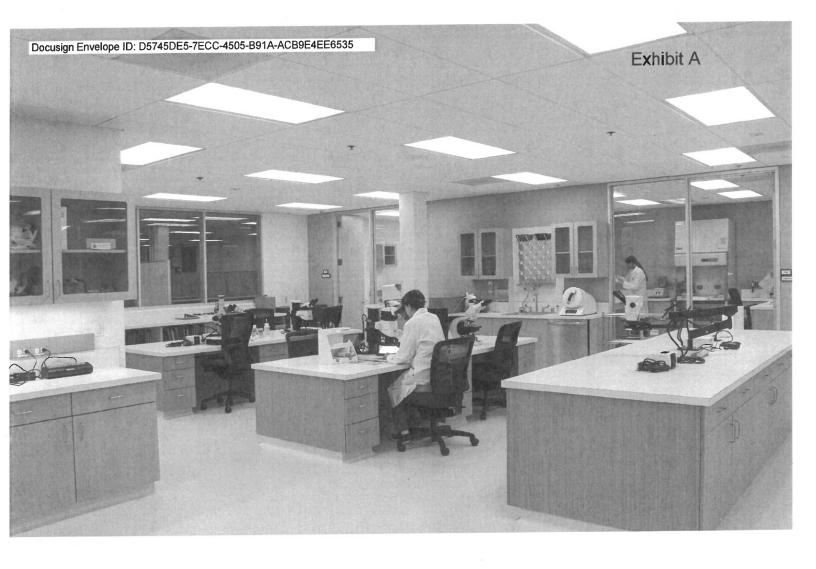
OUSD Westlake Middle School Field Replacement & ADA Upgrade

SKA assisted Oakland Unified School District with the design of a replacement sports field and accessibility upgrades at Westlake Middle School. The project replaced an existing blacktop playground with a synthetic soccer field and track. Accessibility scope of work included upgrades to existing restrooms, addition of low voltage door operators, and modification of the front entrance. Access to the elevated front entrance required a new accessible ramp and significant modifications to an existing ramp to comply with current ADA and California Building Code.

Construction Cost: \$800,000 Construction Completed: 2019

Building Area: 51,000 sf

Client: Oakland Unified School District





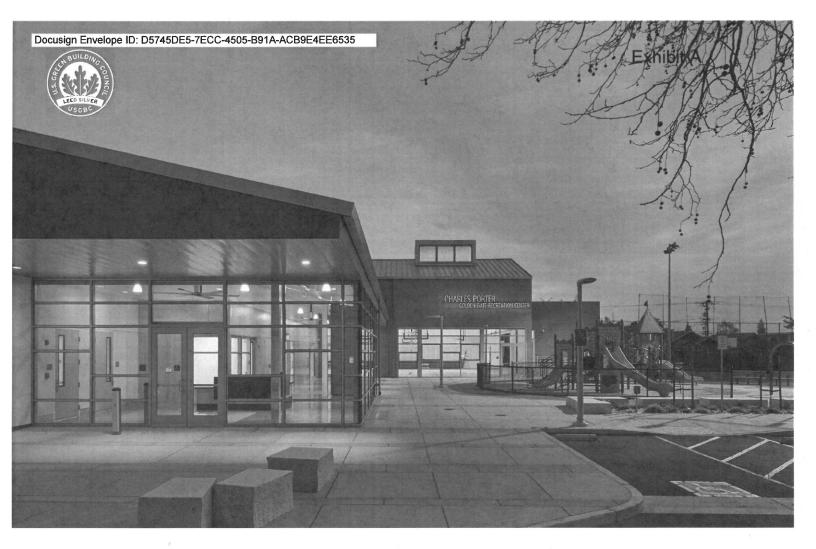


AC Environmental Health Vector Lab

Alameda County's Environmental Health Vector Laboratories was in need of both a remodel and expansion. Located on the 1st floor of the Alameda County Health Care Services Agency building, the project includes spaces for various specialized laboratory spaces including a vertebrate lab, insecticide lab, lab rearing and cold storage, and the main vector lab. The team updated the space circulation and design to meet program needs, upgraded an emergency / back up system, and designed to meet 2013 CBC and current ADA code requirements.

Construction Cost: \$750,000 Construction Completed: 2016

Building Area: 2,640 sf Client: Alameda County





Golden Gate Recreational Center

The Golden Gate Recreation Center serves as a vital community facility to the families of the surrounding North Oakland neighborhood. The community was highly engaged in the preparation of the buildings program/design which includes a high-school-regulation-sized basketball gymnasium, multi-purpose activity rooms for seniors and youth, a teaching kitchen, a teen center, and an adjoining computer lab for study. The L-shaped floor plan embraces the exterior patio and play area. The sprung floor stage area can open to the gymnasium, to an exterior amphitheater, or be closed off for dance classes.

Construction Cost: \$4.4 million Construction Completed: 2015

Building Area: 13,423 sf Client: City of Oakland





WETA Central Bay Facility

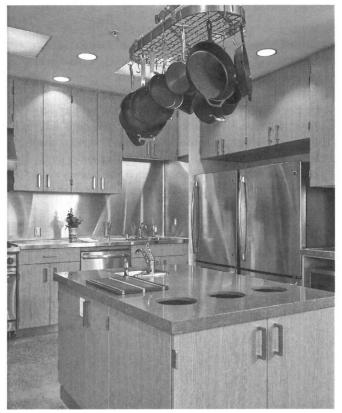
The Water Emergency Transportation Authority (WETA) Operations & Maintenance Facility is an essential service building located on the former site of the Alameda Naval Air Station and neighbors the USS Hornet Museum. This 4-acre site accommodates berthing for 12 ferries with service piers equipped with jib cranes. A 3-story building supports functions for maintenance and operations staff at the facility. The ground floor comprises of various shop spaces for fleet maintenance. Operations staff offices and a 50 person public meeting room, which also serves as an Emergency Operations Center (EOC), are located on the third floor.

Construction Cost: \$54 million Construction Completed: 2019

Building Area: 24,000 sf

Client: Water Emergency Transportation Authority





Napa Fire Station 5

Napa Station 5 incorporates a number of fire station design best practices. The station has been zoned to provide a clear separation of the apparatus (hot zone) from the living quarters (cold zone). Each doorway (warm zone) leading from the apparatus bay to the living quarters has both a sink to remove hand contaminates, and integral floor mats to remove contaminates from shoes. NFPA 1581 best design practices for material selection, cleaning stations and kitchen design have been employed. With all these features, the station remains a warm and comfortable environment for the fire personnel.

Construction Cost: \$4.39 million Construction Completed: 2018

Building Area: 5,145 sf Client: City of Napa

Exhibit A

Projects with On-Call Contracts

We have held on-call architectural services contracts with Alameda County, City of Oakland, City of Alameda, Lawrence Berkeley National Laboratory, San Joaquin County, the Port of Oakland, and the University of California Office of the President. Over 75% of our projects are with on-call or repeat clients such as UC Berkeley, Oakland Unified School District, Contra Costa County, and East Bay Regional Parks.

Alameda County

Alameda County Behavioral Health Modulars
2000 San Pablo
Peralta Oaks PH Lab
8201 Edgewater Drive Building Renovation
Nike Missile Base Renovation
Whitecotton Cottage
CDA Submeter Water Testing Lab
Willow Rock/Villa Fairmont
Camp Sweeney Boundary Fence Installation
Alameda County - Operating Procedures Outline Sheets
AC Cherry Hill Detox Kitchen Feasibility

City of Alameda

O'Club Lighting As-Built Drawings Alameda Station 5 Rehab Alameda Station 5 New Building City of Alameda Maintenance Service Center Alameda City Hall West



Brentwood Municipal Service Center

City of Oakland

Golden Gate Recreation Center
Oakland Municipal Service Center
City Hall Exterior Façade Evaluation
PAB Lobby Relocation
Oakland Police Administration Feasibility Study
City of Oakland, Fire Station 12 Remodel
Lincoln Recreation Center

Contra Costa County

40 Muir Tenant Improvements 1275 Hall Avenue Tenant Improvements EHSD Building Surveys EHSD Call Center 40 Douglas Tenant Improvements Fire Station 69 Public Works Building Expansion

Lawrence Berkeley National Laboratory

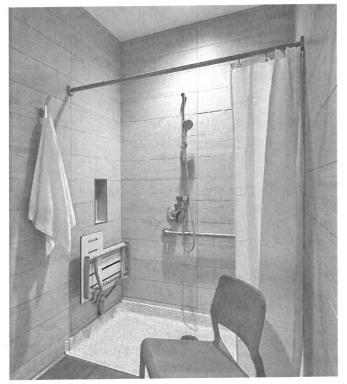
Pergola and Guardrail Renovation Building 48 ADA Upgrades

Santa Clara Valley Water District

Headquarters Ballistics Improvements

City of San Jose

San Jose Fire Station 8 San Jose Fire Station 32 San Jose 911 Call Center



SFO Fire House 3



San Jose Fire Station 8

D. References, Related Experience and Examples of Work.

Provide client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed. Show small sized, medium sized and on-call service contracts, if available.

Colland Jang, Design Manager Oakland Unified School District

955 High Street, Oakland, CA 94601 (510) 326-7070 | colland.jang@ousd.org Project: OUSD Cole Administrative Center Team: Philip Luo, Principal/Project Manager Status: Construction completed in 2025

Summary of Project: Cole Administrative Center is a new 56,000 square foot building for the District's Central Office Staff and future education space.

Mary Lee, Project Manager City of San Jose

200 East Santa Clara Street, 6th Floor San Jose, CA 95113 (408) 535-8407 | mary.lee@sanjoseca.gov **Project:** Fire Station 8

Team: Youngchae Lee, Principal/Designer **Status:** Construction to be completed in 2025

Summary of Project: Fire Station 8 is a new, 5,900 square foot replacement station located in Downtown San Jose.

Ronalyn Nonato, Senior Project Manager Alameda County | GSA | Capital Programs

1401 Lakeside Dr, Oakland, CA 94612

(510) 208-9620 | Ronalyn.Nonato@acgov.org **Project:** Edgewater Drive Building Renovation

Team: Charlene Arias, Project Architect **Status:** Design completed in 2024

Summary of Project: 8201 Edgewater Drive is a tenant improvement for Alameda County Probation Department

ment.

Shah Kawasaki Architects Billing Rates 2025

Principal	\$265
Architect 3	\$210
Architect 2	\$185
Architect 1	\$165
Architectural Staff 3	\$195
Architectural Staff 2	\$170
Architectural Staff 1	\$150
Recent Graduate	\$130
Administrative Staff	\$130

Reimbursable expenses are in addition to the labor rates above and are for expenses incurred on behalf of the project including printing, plotting, scanning, mail / delivery services and travel expenses when outside of the San Francisco Bay Area. Billing rate are adjusted annually on January 1st and approximate the Consumer Price Index.



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

Exhibit A



DESIGN.
INNOVATION.
SUCCESS.

CHARGE RATE SCHEDULE

Professional Classification Managing Principal	\$250
Project Engineer	\$186 \$171 \$152 \$194
Project Landscape Architect	\$158
Project Land Surveyor Surveyor II Surveyor I Survey Crew, 2 Person Survey Crew, 1 Person Survey Party Chief Instrumentman Chainmen/Rodman	\$169 \$148 \$301 \$199 \$227 \$193
BIM Manager Senior Technician Technician III Technician I	\$148
Expert Witness	\$427
Clerical	\$ 86
Reimbursable Expenses	
Printing, Copying, Materials, Etc.	Cost + 10%
MileageIn accordance with Federal Standard Mileage Reimbur Notes	
 Instrumentman and Chainmen rates apply to services requiring Prevail Rates for work performed at the job site. 	ing Wage





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CONTACT INFORMATION

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f | 209.942.0214

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» Sacramento

t | 209.762.3580

1164 National Drive, Suite 20 Sacramento CA, 95834 t | 916.520.2777

» San Jose

111 North Market Street, Suite 300 San Jose, CA 95113 t | 408.754.2021















Interface Engineering: 2025 Hourly Rates

Senior Principal:

\$375/Hour

Principal:

\$325/Hour

Associate Principal:

\$275/Hour

Associate / Project Manager:

\$260/Hour

Sr. Engineer / Designer:

\$230/Hour

Engineer / Designer:

\$185/Hour

Project Designer / Drafter:

\$165/Hour

Administrative:

\$135/Hour

^{*}Annual rate changes are expected to be 4% per year



WATER RESOURCES CONSTRUCTION SERVICES COASTAL/MARINE GEOTECHNICS

PREFERRED CLIENT FEE SCHEDULE **PROFESSIONAL SERVICES**

Effective February 2025

Effective February 2020			
President	. \$495.00	per hour	
Principal	. \$415.00	per nour	
Associate	. \$345.00	per hour	
Subject Matter Expert	\$450.00	per hour	
Subject Matter Expert	\$290.00	ner hour	
Senior	\$250.00 \$250.00	por hour	
Project	. \$200.00 . caaa aa	per hour	
Staff	. ֆ∠პ∪.∪∪	per nour	
Assistant	. \$183.00	per nour	
Construction Services Manager II	. \$235.00	per nour	
Construction Services Manager I	. \$ZZ3.00	per nour	
Senior Field Representative II	. \$195.00	per hour*/	**
Senior Field Representative I	\$175.00	per hour*/	**
Field Representative	\$161.00	per hour*/	**
Field Representative	\$195.00	ner hour	
Senior Laboratory Technician	¢175.00	per hour	
Laboratory Technician	. \$175.00	per nour	
Senior GIS Developer	, ֆ∠ 10.00	per nour	
GIS Developer	. \$200.00	per nour	
Senior GIS Analyst	. ֆ∠∪ວ.∪∪	per nour	
GIS Analyst	. \$190.00	per hour	
Senior CAD Specialist	. \$190.00	per hour	
Selliol CAD Specialist	\$180.00	per hour	
CAD Specialist Network Administrator	\$265.00	per hour	
Network Administrator	\$155.00	per hour	
Project Assistant	, ψ 100.00	per nour	

Two-hour minimum portal to portal and cancellations within 24 hours.

OVERTIME RATES: Rates will be increased by a factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates will be increased by a factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday, and all hours worked on Sundays and holidays.

For Prevailing Wage projects, the hourly rate will be increased by \$22.

Rates will be increased by factor of 1.25 for night-shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates will be increased by a factor of 1.875 (an additional factor of 1.5) for all night-shift hours in excess of eight (8); rates will be increased by a factor 2.5 for all night-shift hours worked in excess of twelve (12).

Scheduled night-shift work, which is cancelled with less than 24 hours' notice, will be billed at night-shift rates. Night-shift work of less than 4-hour scheduled duration will be billed a minimum of 4 hours at night shift rates.

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) \$2,800.00 half day, \$4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

Exhibit A

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer Electronic Water Level Indicator	50.00	hour
	5.00 51.00	hour
Engineering Analysis Software		hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Subscriptions	50.00	month
GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Equipment	235.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	
	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication.	36.00*	hour
*Add \$5.00/hr. for RTK enabled autotesting equipment.	26.00	hour
Vehicle, equipment, wireless communication		hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	36.00	hour
BoreDM Bore Log	55.00	per log
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

Exhibit A

CUMMING GROUP

cumming-group.com

2025 HOURLY RATES

COST MANAGEMENT

DISCIPLINE	HOURLY RATE
Executive / Senior Vice President	\$472.00
Managing Principal / Vice President	\$395.00
Managing Director / Director / Regional Director	\$340.00
Associate Director	\$262.00
Senior Cost Manager	\$230.00
Cost Manager	\$205.00
Assistant Cost Manager / Estimating Technician / Intern	\$140.00

One year after the effective date of the Agreement, and annually thereafter, rates will increase by the greater of (i) the change in percentage during the prior twelve (12) month period in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), or (ii) five percent (5%)

Shah Kawasaki Architects Billing Rates 2025

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BIM Specialist	\$155
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Administrative Services	\$100

Exhibit A



DESIGN.
INNOVATION.
SUCCESS.

CHARGE RATE SCHEDULE

Professional Classification	Hourly Rate
Managing Principal	\$280
Principal	\$250
Design Principal	
Senior Associate	
Associate	
Project Engineer	\$186
Engineer II	\$171
Engineer I	
Associate Engineer Technician	
Lab Technician	\$15/
Project Landscape Architect	\$184
Landscape Architect II	
Landscape Architect I	\$132
Project Land Surveyor	\$186
Surveyor II	
Surveyor I	
Survey Crew, 2 Person	
Survey Crew, 1 Person	
Survey Party Chief	
Instrumentman	
Chainmen/Rodman	\$103
BIM Manager	\$167
Senior Technician	\$148
Technician III	
Technician II	
Technician I	\$ 97
Expert Witness	\$427
Clerical	\$ 86
Reimbursable Expenses	
Printing, Copying, Materials, Etc.	Cost + 10%
MileageIn accordance with Federal Standard Mileage Reimbu Notes	rsement Rates
1. Instrumentman and Chainmen rates apply to services requiring Prevail Rates for work performed at the job site.	ling Wage

2. These rates are effective 8/1/2024 and are subject to periodic adjustments.



Siegfried Office - Stockton, CA

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» Sacramento

1164 National Drive, Suite 20 Sacramento CA, 95834 t | 916.520.2777

» San Jose

111 North Market Street, Suite 300 San Jose, CA 95113 t | 408.754.2021















Interface Engineering: 2025 Hourly Rates

Senior Principal:

\$375/Hour

Principal:

\$325/Hour

Associate Principal:

\$275/Hour

Associate / Project Manager:

\$260/Hour

Sr. Engineer / Designer:

\$230/Hour

Engineer / Designer:

\$185/Hour

Project Designer / Drafter:

\$165/Hour

Administrative:

\$135/Hour

^{*}Annual rate changes are expected to be 4% per year



EXEMPROPHICAL
WATER RESOURCES
CONSTRUCTION SERVICES
COASTAL/MARINE GEOTECHNICS

PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES

Effective February 2025

. \$495.00 per hour
. \$415.00 per hour
. \$345.00 per hour
. \$450.00 per hour
. \$290.00 per hour
. \$258.00 per hour
. \$230.00 per hour
. \$183.00 per hour
. \$235.00 per hour*
. \$225.00 per hour*
. \$195.00 per hour*/**
.\$175.00 per hour*/**
. \$161.00 per hour*/**
.\$195.00 per hour
. \$175.00 per hour
. \$210.00 per hour
. \$200.00 per hour
.\$205.00 per hour
. \$190.00 per hour
. \$190.00 per hour
. \$180.00 per hour
. \$265.00 per hour
. \$155.00 per hour

- * Two-hour minimum portal to portal and cancellations within 24 hours.
- * OVERTIME RATES: Rates will be increased by a factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates will be increased by a factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday, and all hours worked on Sundays and holidays.
- ** For Prevailing Wage projects, the hourly rate will be increased by \$22.
- ** Rates will be increased by factor of 1.25 for night-shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates will be increased by a factor of 1.875 (an additional factor of 1.5) for all night-shift hours in excess of eight (8); rates will be increased by a factor 2.5 for all night-shift hours worked in excess of twelve (12).

Scheduled night-shift work, which is cancelled with less than 24 hours' notice, will be billed at night-shift rates. Night-shift work of less than 4-hour scheduled duration will be billed a minimum of 4 hours at night shift rates.

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge) \$2,800.00 half day, \$4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	51.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator Generator	15.00	hour
GIS Website Portal Subscriptions	50.00	month
GPS Handheld Device	10.00	hour
	235.00	hour
GPR/GPS/Drone Survey Equipment	15.00	hour
Hand Auger and Soil Sampler	25.00	hour
Hydraulic Pull-Test Equipment	2.00	hour
Interface Probe	25.00	hour
Magnetic Particle Test Equipment	6.00	hour
Moisture Content Test Equipment		hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$5.00/hr. for RTK enabled autotesting equipment.	36.00*	hour
Vehicle, equipment, wireless communication	26.00	hour
Vibration Monitor	1800.00	month
	20.00	hour
Water Sampling Pumps	actual	actual
Bridge Toll	.98	mile
Mileage	actual	actual
Parking Parkin	36.00	hour
AutoCAD, Civil 3D, GIS, Drone Data Processing	55.00	per log
BoreDM Bore Log	0.25	each
Photocopies Black & White	1.50	each
Photocopies Color 11 x 17		each
Photocopies Color 8½ x 11	1.00	
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

Exhibit A

CUMMING GROUP

cumming-group.com

2025 HOURLY RATES

COST MANAGEMENT

DISCIPLINE	HOURLY RATE
Executive / Senior Vice President	\$472.00
Managing Principal / Vice President	\$395.00
Managing Director / Director / Regional Director	\$340.00
Associate Director	\$262.00
Senior Cost Manager	\$230.00
Cost Manager	\$205.00
Assistant Cost Manager / Estimating Technician / Intern	\$140.00

One year after the effective date of the Agreement, and annually thereafter, rates will increase by the greater of (i) the change in percentage during the prior twelve (12) month period in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), or (ii) five percent (5%)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 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).

lf 4L	SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to ti o the	ne tei	rms and conditions of th ificate holder in lieu of si	ie policy, certain p uch endorsement(:	s).	require an endorsement	. A state	ilent on
	DUCER	0 1110	- 0010	modelo mondo. Ill mode or or	CONTACT NAME: Helen Jar				
Ass	suredPartners Design Professionals	Insu	urand	ce Services, LLC	PHONE (A/C, No, Ext): 626-696-1892 FAX (A/C, No):				
369	97 Mt. Diablo Blvd Suite 230				E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com				
Lat	ayette CA 94549				INSURER(S) AFFORDING COVERAGE NAIC #				
			11	The Terretors Indomnity Company of Connecticut				25682	
INSU	DED			License#: 6003745 SHAHKAW-01	INSURER B : Travelers Property Casualty Company of America				25674
Sh	ah Kawasaki Architects				INSURER C : Aspen American Insurance Company				43460
) - 10th Street, Suite 201								
Oa	kland CA 94607				INSURER D:				
				INSURER E:					
	VED 4 OF C	TIEL	ATE	NUMBER: 1978138065	REVISION NUMBER:				
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	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	PERT	AIN	THE INSURANCE AFFORD	ED BY THE POLICI	ES DESCRIBE	D HEKEIN IS SUBJECT IN) ALL THE	IERWS,
		ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER 6803N627375	10/17/2024	10/17/2025	EACH OCCURRENCE	\$ 2,000,000	
В	X COMMERCIAL GENERAL LIABILITY	'	'	660311627373	10/1//2024	10/1//2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 10,000	
	X Contractual Liab						PERSONAL & ADV INJURY	\$2,000,000	
	Included			S			GENERAL AGGREGATE	\$4,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$4,000,000	
	LOTION DECL TOO						111000010 001111701 7100	\$	7
_	OTHER: AUTOMOBILE LIABILITY	Y	Υ	BA2S47110A	10/17/2024	10/17/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
Α	ANY AUTO			BAZO41,110/C	10,11,222		BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED						PROPERTY DAMAGE	\$	
	X AUTOS ONLY X AUTOS ONLY						(Per accident)	\$	
В	X UMBRELLA LIAB X OCCUR	Y	Υ	CUP9887P47A	10/17/2024	10/17/2025	EACH OCCURRENCE	\$4,000,000	
В	- COOCK	i.	i i	00,000, 117			AGGREGATE	\$4,000,000	
	V ODAMO NO LOC							\$	
В	WORKERS COMPENSATION		Y	UB9N79179A	10/17/2024	10/17/2025	X PER OTH-		
ь	AND EMPLOYERS' LIABILITY Y/N			02011707707			E.L. EACH ACCIDENT	\$1,000,000	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	(Mandatory in NH) If yes, describe under							\$1,000,000	
С	DÉSCRIPTION OF OPERATIONS below Professional Liability			AAAE30002405	10/17/2024	10/17/2025	Per Claim	\$2,000,00	0
	Professional Lability			7,00123002100		-	Aggregate Limit	\$2,000,00	U
DEC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101. Additional Remarks Schedu	le, may be attached if mo	re space is requir	ed)		
Inci	and awas no company vehicles, therefor	re hi	ired/n	ion-owned auto is the maxi	mum coverage that	applies. The	following policies are inclu	ded in the	
	lerlying schedule of insurance for umbre On-call architectural services.								
0.1	at Alemanda ita Cita Carmail baarda ar	mmi	ssion	s, officials, employees, age	ents, and volunteers	are named a	s an additional insured as	respects ge	eneral
liob	ilitu and auto liabilitu ae required per Wri	ten c	nntra	ict General Hability is Prin	1217/1901-Continuuto	IN DEL DOLLON	offit wording. Auto Liability	13 i ililiary	pei
policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEVERABILITY OF INTERESTS Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named									
Sep	paration of Insureds - Except with respect Attached	t to t	he Lii	mits of Insurance, and any	rights or duties spe	cifically assign	led in this Coverage Fait t	O tile ilist iv	anicu
					CANCELLATION 30 Day Notice of Cancellation				
CEI	RIFICATE HOLDER								
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	City of Alameda			Page 11 11 11 11 11 11 11 11 11 11 11 11 11					
	2263 Santa Clara Ave.			AUTHORIZED_REPRESENTATIVE					
	Alameda CA 94501		—Initi	al	160				

5/7/2025

HN

AGENCY CUSTOMER ID: SHAHKAW-01

LOC #:

ACORD	

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners Design Pr	ofessionals Insurance Services	, LLC	NAMED INSURED Shah Kawasaki Architects 570 - 10th Street, Suite 201	 1 1 2
POLICY NUMBER			Oakland CA 94607	
CARRIER	(40) (2)	NAIC CODE		
			EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location of Covered Operations:

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

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

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

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

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

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

CG D3 61 03 05

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DATE OF ISSUE: 08/15/2024

POLICY NUMBER: 680-3N627375

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location And Description Of Completed Operations

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

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

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

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

CG 20 37 07 04

CG T8 02 10 24

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DATE OF ISSUE: 08/15/2024

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

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

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

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

→7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

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

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

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

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

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

Sale Of Pharmaceuticals

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

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

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, xray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

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

K. MEDICAL PAYMENTS - INCREASED LIMIT

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

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

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

Policy: BA2S47110A

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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



WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER: UB9N79179A

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

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

The additional premium for this endorsement shall be mium.

% of the California workers' compensation pre-

Schedule

Person or Organization

Job Description

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

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

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

Insurance Company Travelers Property Casualty Company of America

DATE OF ISSUE: 4/30/2025

Countersigned by

Page 1 of 1

Policy # BA2S47110A

4. Loss Payment – Physical Damage Coverages

At our option, we may:

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Liberalization

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

No Benefit To Bailee – Physical Damage Coverages

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

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

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

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