

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this ____ day of April, 2025, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and VERDE DESIGN, INC. a California corporation, whose address is **2455 THE ALAMEDA, SUITE 200, SANTA CLARA, CALIFORNIA 95050**, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On May 8th, 2023, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$295,825, for development and delivery of Design and Permitted Construction Documents for Phase 2 of Estuary Park at 201 Mosley Avenue.

B. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 8th day of May 2023, and shall terminate on the 8th day of May 2028, unless terminated earlier as set forth herein.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

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

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B-1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B-1.

b. Provider shall be compensated for the services performed in accordance with the original contract, consistent with the terms of that agreement. Additionally, Provider shall be compensated for the 1st Amendment, covering services performed during the period between

MARCH____, 2025 and May 8th, 2028, at the hourly rates set forth in Exhibit B-1 of the 1st Amendment. Compensation for services performed pursuant to the 1st Amendment shall not exceed \$109,920. Total Compensation for this Agreement shall not exceed \$405,745.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

VERDE DESIGN, INC.
A California corporation

CITY OF ALAMEDA
a municipal corporation

Derek C McKee

Digitally signed by Derek C McKee
DN: C=US, E=derek@verdedesigninc.com,
O="Verde Design, Inc.", CN=Derek C McKee
Reason: I have reviewed this document
Date: 2025.03.20 08:05:54-07'00'

Derek C. McKee
President

Jennifer Ott
City Manager

Nance Cronin
CFO

Nance Cronin CFO

RECOMMENDED FOR APPROVAL:

Signed by:

Erin Smith

325158B32737491...

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

Leri Aslanian

765025E99818404...

Leri Aslanian
Assistant City Attorney

EXHIBIT A-1

February 21, 2025



VERDE DESIGN

2455 The Alameda, Suite 200

Santa Clara, CA 95050

t 408.985.7200 f 408.985.7260

www.verdedesigninc.com

Justin Long
Recreation and Parks Department Director
City of Alameda
2226 Santa Clara Avenue
Alameda, CA 94501

Subject: Estuary Park Improvements – Phase 2
Bid Support and Construction Administration Support
Verde Design Project No.: 2121200

In response to your request, Verde Design, Inc. is pleased to submit the following proposal to provide the identified design services on the above mentioned project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING/HISTORY:

The City of Alameda (City) requested a proposal for design services for the phase 2 re-design of the Estuary Park Athletic Field Complex. Phase 1 has already been completed and the conform set dated 06-14-16 will be used as the starting point for phase 2.

We provided a separate proposal for the construction document updates for phase 2. This proposal is specifically for the bid support and construction administration scope.

SCOPE OF SERVICES

Verde Design proposes to provide the following services based on the above stated project understanding.

I. Bid and Construction Support

The consultant agrees to provide the following services to the City on an on-call basis following submittal of the bid submittal.

- A. Coordinate bidding procedures and schedule.
- B. Contact potential bidders.
- C. Attend pre-bid meeting.
- D. Answer questions during bidding.
- E. Assist in preparing addenda
- F. Prepare bid evaluation.
- G. Prepare a conform set of plans that includes addenda items.
- H. Respond to questions, request for information, and provide clarifications.
- I. Review submittals and shop drawings.
- J. 15 site observation visits / construction meetings are included. Visits will include site demolition, grading, and paving placement improvements review at specific stages of construction. Site observation reports will be provided.
- K. Review price requests and change orders.

EXHIBIT A-1

Estuary Park – Ph 2 Bid Support and Construction Administration Scope
February 23, 2025
Page 2

- L. Provide a punch list of the constructed improvements. Punch list will be completed when the project is complete.
- M. Review contractor as-built plans and provide a CAD plan update of the as-builts to the City. As we provide RFI or field directive responses, we update our cad files during construction.
- N. Review O&M manuals.
- O. Project closeout with City.

CLIENT'S RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that the City provide the following information:

- 1. Any available construction, utility or record drawings of the project area.
- 2. Geotechnical testing during construction.
- 3. Bid set copies.
- 4. As-built plans.

SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
 - 1. Meetings other than those listed
 - 2. Renderings and presentations to public bodies other than those listed
 - 3. SWPPP services for design (QSP) inspection during construction. Services to be provided by contractor for inspection.
 - 4. Testing during construction
 - 5. Underground utility surveys
 - 6. Utility runs off-site
 - 7. Survey property lines, easement locations or record of survey filing
 - 8. Permit fees associated with the project
 - 9. Pump or lift station design
 - 10. 3D graphics
 - 11. Arborist report
 - 12. Playground surface, equipment selection and layout
 - 13. Community outreach efforts
 - 14. CEQA process
 - 15. Architecture and mechanical engineering services to be provided by restroom manufacturer. They will also provide the Title-24 documents.
 - 16. Soil testing
- B. This fee will be valid for 60 days, should the City choose to extend or add to the contract, the unbilled portion of this agreement will be subject to an increase in January of 2026 to cover annual wage adjustments for office personnel.

EXHIBIT A-1

Estuary Park – Ph 2 Bid Support and Construction Administration Scope

February 23, 2025

Page 3

- C. Services will be diligently pursued, and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of City, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following time and materials not to exceed fee including all reasonable reimbursable expenses that are outlined to be included in the project.

- | | |
|---------------------------------------|-----------|
| ▪ Phase 3: Bid & Construction Support | \$105,920 |
|---------------------------------------|-----------|

Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, Verde Design shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

Amy, if this proposal meets with the approval of the City of Alameda, please sign the proposal below. Thank you again for the opportunity to work with your City and Community on the second phase of the Estuary Park improvements.

Respectfully Submitted,

Approved:

Verde Design, Inc.

Derek McKee, RLA

Principal

Name:

Date:

Enclosure: 2025 Charge Rate Schedule

cc: Nance Cronin, Verde Design

EXHIBIT A-1

March 19, 2025

Mr. Justin Long
ARPD Director
City of Alameda
2226 Santa Clara Avenue
Alameda, CA 94501



VERDE DESIGN

2455 The Alameda, Suite 200
Santa Clara, CA 95050
t 408.985.7200 f 408.985.7260
www.verdedesigninc.com

SUBJECT: Additional Service Request 002 – Estuary Park Phase 2
Verde Design Project No. 2217200

Dear Justin:

Below is the additional service proposal for providing design services to address all City comments including responses and coordination with others. Scope will include a revised set of plans and specifications which will be part of the Bid Submittal package.

We request an additional service in the amount of \$4,000 for our team to complete the above tasks. Our services are proposed as time and materials not to exceed.

If this proposal meets with your approval, please sign and return the original to our office, along with a signed service order or contract amendment. Thank you for the opportunity to work with you and the team on this project.

Respectfully Submitted,
Verde Design, Inc.

APPROVED BY:

Derek McKee, RLA
Principal

Date

Cc: Verde Design Distribution

EXHIBIT B-1

Estuary Park – Ph 2 Bid Support and Construction Administration Scope
February 23, 2025
Page 4

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2025

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

Project Rates

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

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2025

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).

PRODUCER	Barnard & Associates Ins Agency, Inc. 2190 Stokes Street Suite 201 San Jose, CA 95128	CONTACT NAME: Jennie Maltese	
		PHONE (A/C, No, Ext): (408) 286-1334 FAX (A/C, No): (408) 286-6425 E-MAIL ADDRESS: jennie@barnardinsurance.com	
INSURED	Verde Design, Inc. 2455 The Alameda Suite 200 Santa Clara, CA 95050	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Truck Insurance Exchange	21709
		INSURER B: UNITED FINANCIAL CASUALTY COMPANY	11770
		INSURER C: Truck Insurance Exchange	21709
		INSURER D: Hartford Casualty Insurance Co.	29424
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			605016326	06/13/2024	06/13/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
			GENERAL AGGREGATE				\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	OTHER:							
B	AUTOMOBILE LIABILITY			982474641	06/13/2024	06/13/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BODILY INJURY (Per person)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY		BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			605016330	06/13/2024	06/13/2025	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		AGGREGATE				\$ 5,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57WECAD1AHA	06/13/2024	06/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Business Property			605016326	06/13/2024	06/13/2025	BPP Limit	\$773,000
							Deductible	\$00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 days notice of cancellation; 10 days notice for nonpayment of premium

UMBRELLA LIABILITY IS FOLLOW FORM OVER GENERAL LIABILITY/AUTO LIABILITY and EMPLOYERS LIABILITY.

THE CITY, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS. WAIVER OF SUBROGATION APPLIES.

DS
LA 3/20/2025

CERTIFICATE HOLDER	CANCELLATION
City of Alameda Public Works Department 950 W. Mall Square, Room 110 Alameda, Ca 94501 ATTN: Jack Dybas, Project Manager	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE May Barnard

POLICY NUMBER 605016326

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Alameda, its City council, boards, commissions, officials, employees, and volunteers

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

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".

It is agreed that this insurance is primary, and that any insurance issued to the additional insured applicable to a loss, other than that provided by this endorsement, shall be excess over this insurance, to the extent any insured, other than the additional insured, is solely negligent for any liabilities, losses, claims, suits, judgments, injuries, costs and/or otherwise demands.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

E3306
1st Edition

6/13/2024

Effective Date

60501-63-26

Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization:

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

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition K. Transfer Of Rights Of Recovery Against Others To Us in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

POLICY NUMBER: 605016326

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy No. 982474641

Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER: 982474641

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Verde Design Inc.**Endorsement Effective Date:** 6/13/2024**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**Any and all jobs/projects of the insured, where required by written contract,
executed prior to a claim.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57 WEC AD1AHA

Endorsement Number:

Effective Date: 06/13/24

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

Named Insured and Address: Verde Design Inc

2455 THE ALAMEDA STE 200
SANTA CLARA CA 95050

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

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

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

SCHEDULE

Person or Organization

Job Description

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

Countersigned by _____

Mary Barnard

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2025

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).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 <div style="text-align: right;">License#: 6003745 VERDES-01</div>	CONTACT NAME: Helen Jang PHONE (A/C, No, Ext): (510) 272-1499 E-MAIL ADDRESS: certsdesignpro@assuredpartners.com FAX (A/C, No): <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Casualty and Surety Co of America	31194	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Casualty and Surety Co of America	31194														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 261591589**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made form		Y	107647481	6/13/2024	6/13/2025	\$5,000,000 per Claim \$5,000,000 Annl Aggr

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

Additional Insured Status is not available on Professional Liability Policy. CANCELLATION: 30 day notice will be sent to the certificate holder.
 Project: Estuary Park, Amendment I, Phase II.

CERTIFICATE HOLDER**CANCELLATION 30 Day NOC**

City of Alameda
 Public Works Department
 Attn: Jack Dybas
 950 W. Mall Square, Room 110
 Alameda CA 94501

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.