

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 24 day of October 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and PAGE AND TURNBULL, INC., a CA corporation, whose address is 170 Maden Lane, 5th Floor, San Francisco, CA 94108 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Demolition and Stabilization Services Related to Building 114 and 191 at 2450 Saratoga Street, Alameda CA 94501. Provider was selected on a sole source basis because of their expertise in providing this service.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. The City and Provider desire to enter into an agreement for demolition and stabilization services related to Building 114 and 191, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall retroactively commence on the 22nd day of October 2024, and shall terminate on the 30th day of June 2025, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit 1 as requested. Provider acknowledges that the work plan included in Exhibit 1 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 1 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 1.

b. The total compensation for this Agreement shall not exceed \$47,450.00. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

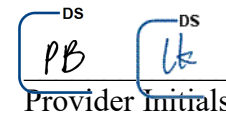
10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations

covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.


Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers’ Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

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

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider’s profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

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

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

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

City of Alameda
Base Reuse and Economic Development
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Annie Cox
Ph: (510) 747-6893 / acox@alamedaca.gov

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

Page & Turnbull, Inc.
170 Maiden Lane, 5th Floor
San Francisco, CA 94108
ATTENTION: Peter Birkholz
Ph: (415) 593-3226 / birkholz@page-turnbull.com

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

City of Alameda
Base Reuse and Economic Development
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Annie Cox
Ph: (510) 747-6893 / acox@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of

another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

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

28. COUNTERPARTS:

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

29. SIGNATORY:

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

30. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PAGE & TURNBULL, INC.,
a California corporation

CITY OF ALAMEDA,
a municipal corporation

DocuSigned by:

Peter Birkholz

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Peter Birkholz

Chief Executive Officer

Signed by:

Jennifer Ott

645B087E450243E...
Jennifer Ott

City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:

Lada Korcherovsky

1B5D25571A96436...
Lada Korcherovsky

Chief Financial Officer

Signed by:

Abigail Thorne-Lyman

2E1D711368954F6...
Abigail Thorne-Lyman

Director, Base Reuse and Economic
Development Department

APPROVED AS TO FORM:

City Attorney

DocuSigned by:

Len Aslanian

765D25E39B18464...
Len Aslanian

Assistant City Attorney

PAGE & TURNBULL



October 18, 2024

Mike Owens
Senior Project Manager
Kitchell CEM
405 14th Street, Suite 1000
Oakland, CA 94612
Via Email: mowens@kitchell.com

Re: Proposal for Alameda Point Emergency Demolition Assistance [P24348]

Dear Mike,

Page & Turnbull is pleased to provide this proposal for demolition and stabilization services related to Building #114 and #191 at Alameda Point (2450 Saratoga Street, Alameda, CA 94501).

The Building Department of the Building Division of the City of Alameda (The City) has issued a "Declaration of Unsafe Building and Notice to Vacate" the building, the notice which was issued on 9/27/2024. In addition, the City has issued an "Investigation Inspection Report" for the building dated 9/27/2024, per the report the building owner have been requested to immediately secure the building against unwanted entry, to implement methods to prevent existing contaminants from leaving the site within 15 days, to obtain a J permit from BAAQMD and a demolition permit within 30 days, and to submit plan to the restore the building to a safe condition or complete the demolition within 60 days. P&T's scope of work for this is to review plans, policies and other documents that relate to the building and to its potential demolition and to propose a strategy or strategies to "restore the building to a safe condition".

Building 114 is a contributing structure to the Naval Air Station (NAS) Alameda National Register listed Historic District. The building which is "U" shaped in plan surrounds a storage structure (building 191): building 191 is not a contributing structure to the historic District.

Peter Birkholz of Page & Turnbull walked the site of the building on 10/14/2024 with representatives from the City of Alameda and Mike Owens of Kitchell. On that site walk, P&T were verbally told that the building contains hazardous materials including lead paints and asbestos and the extent of collapse and fire damage to the two wings of the building was made evident. As is detailed elsewhere in this proposal, P&T's (with consultant Tipping) scope of work for this project will be to reviewing existing documents related to building 114, to the preparation of a recommendation for

Imagining change in historic environments through
design, research, and technology

Alameda Point Building 114 Emergency Stabilization Assistance [24348]
Page 2 of 12

the stabilization of the building in accordance with the requirements of the Investigation Inspection Report, to provide supplemental sketches and details to the selected demolition contractor and their subcontractors so that they may obtain permits and approvals, and to prepare for and present at public hearings as required.

The following attachments are included in this proposal:

- Exhibit A – Scope of Services
- Exhibit B – Compensation and Preliminary Schedule
- Page & Turnbull’s Professional Fee Schedule
- Page & Turnbull’s Standard Terms and Conditions

We appreciate the opportunity to collaborate with you. Peter Birkholz will be the Project Manager/main contact for this effort. If you have any questions regarding this proposal, please contact Peter via e-mail at birkholz@page-turnbull.com or by phone at 415-593-3226.

If you agree to the terms and conditions of this contract, please so indicate by dating, signing and returning the enclosed copy to Peter Birkholz.

This Agreement will be effective when it has been delivered to the offices of Page & Turnbull.

PAGE & TURNBULL

By _____

Peter Birkholz, AIA
Principal
California Architect License No. C23418, exp 4/2025
Dated: October 18, 2024

ACCEPTED BY THE CLIENT:

Signature _____ Date _____

Please include your name, title, and contact information including phone and email below:

EXHIBIT A – SCOPE OF SERVICES

BUILDING 114 EMERGENCY STABILIZATION ASSISTANCE

Page & Turnbull will provide the following Tasks and services under our scope of work:

Task 1: Demolition Planning:

1. Perform a site visit to review existing conditions.
2. Gather and review regulatory policies related to the building including:
3. Prepare a memorandum that summarizes policies for the building and makes recommendations for the stabilization of the building. The memorandum will include a matrix that identifies how the proposed stabilization complies with regulatory requirements.
4. Develop a stabilization plan for the building. Page & Turnbull has included structural engineering services of Tipping Structural to provide structural concepts for stabilization. We exclude the filing of any permits for the stabilization with the understanding that the stabilization plan we prepare will be permitted by a Demolition Contractor and that this contractor will obtain all required permits for the work.

Task 2: Public Hearings. Page & Turnbull will prepare a presentation and will present the proposed stabilization plan at an Alameda City Council and Alameda Historic Advisory Commission and/or Planning Commission hearing in November of 2024.

Task 3: Construction phase consultation and review of demolition documents prepared by others, this scope includes a post demolition phase site visit to review exposed framing and preparation of supplemental structural sketches to guide the demolition contractor and their subcontractors in their preparation of permit documents.

Exclusions:

1. Performance of surveys of the building including taking measurements and the preparation of existing conditions documents;
2. Hazardous materials related scope including the identification, containment, and remediation of hazardous materials;
3. Archeological related scope;
4. Assistance in the development of an RFP for demolition contractors and the review of bids;
5. Preparation for permits and the application for permits related to the stabilization; and
6. Attendance at meetings or hearings not identified in this scope of work.

EXHIBIT B – COMPENSATION AND PRELIMINARY SCHEDULE

Compensation

Compensation for Page & Turnbull to perform the Scope of Services described in Exhibit A will be billed on a percent complete basis for a total professional fee by Task (fees include Tipping):

Task 1: Demolition Planning:	\$18,550.00
Task 2: Public Hearings (allowance to be billed on a T&M basis):	\$1,800.00
Task 3: Construction phase consultation:	\$26,600.00
Reimbursable allowance:	\$500.00
<hr/>	
Total Fee Tasks 1-5 with reimbursables:	\$47,450.00

PROFESSIONAL FEE SCHEDULE

Staff Hourly Rates

LABOR CATEGORY	PER HOUR	LABOR CATEGORY	PER HOUR
Principal	\$260.00 - \$300.00	Senior Materials Conservation Specialist /	
Director	\$190.00 - \$235.00	Senior Project Manager	\$190.00
Senior Architect /		Materials Conservation Specialist 2 /	
Senior Project Manager	\$215.00	Project Manager	\$175.00
Architect 2 / Project Manager.....	\$180.00	Materials Conservation Specialist 1	\$135.00
Architect 1.....	\$165.00	Junior Materials Conservation Specialist....	\$120.00
Senior Designer /		Interns.....	\$110.00
Senior Project Manager	\$190.00	Controller	\$220.00
Designer 2 / Project Manager	\$155.00	Senior Project Accountant	\$185.00
Designer 1	\$130.00	Project Accountant 2.....	\$165.00
Junior Designer	\$120.00	Project Accountant 1	\$135.00
Senior Cultural Resources Planner /		Office Administrator.....	\$120.00
Senior Project Manager	\$165.00		
Cultural Resources Planner 2 /			
Project Manager	\$145.00		
Cultural Resources Planner 1	\$130.00		
Junior Cultural Resources Planner.....	\$115.00		

Reimbursables

Reimbursable expenses shall include the following:

- Cost of printing or duplication of drawings, specifications, reports, and cost estimates.

Alameda Point Building 114 Emergency Stabilization Assistance [24348]

Page 5 of 12

- Tolls, parking fees, and local travel charged in accordance with IRS code.
- Long distance telephone service and facsimile charges.
- Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project.
- Postage and delivery charges.
- Fees for local licenses and permits required to perform professional services.
- Travel, lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with contract services.

Effective 1/2024

Subject to annual review and adjustment

Schedule

Due to the emergency nature of the work, this project will be expedited with the scope of Tasks 1-3 completed within one week of the receipt of a signed agreement. Construction phase assistance will be performed in coordination with the selected demolition contractor and their consultants.

Alameda Point Building 114 Emergency Stabilization Assistance [24348]
Page 6 of 12

EXHIBIT C – CONSULTANT INFORMATION

Tipping Structural Engineers

Tipping Structural Engineers will provide structural design services.



October 16, 2024

Peter Birkholz, AIA, LEED AP
Page and Turnbull, Inc.
170 Maiden Lane, 5th Floor
San Francisco, CA 94108

Re: Alameda Point - Building 114 Temporary Stabilization
2450 Saratoga Street
Alameda, CA 94501
Job No. 2022.040.03

Dear Peter,

Thank you for choosing Tipping for the referenced building stabilization project at Alameda Point. We are delighted to work with you on this important renovation.

Building 114 is a roughly 70,000 square foot, U-shaped building originally built in 1944 to serve as a Public Works and Maintenance Shop for use during World War II. There is a two-story office area located at the West end of the building and maintenance shops are located at the East side of the building in a double-height space. The building has stood vacant for the last several years and has been in a state of disrepair due to a lack of maintenance. A fire broke out in the building in July 2022, resulting in additional damage beyond that resulting from years of neglect. Additional deterioration of portions of the structure have been observed over the past year.

Tipping performed a building evaluation recently as part of a separate agreement. As part of that evaluation, Tipping confirmed that an extremely significant rebuilding and rehabilitation effort would be required to restore the maintenance wings of the building given the extent of structural and non-structural damage. We further concluded that it would be structurally feasible to demolish the maintenance shop wings of the building, while retaining the rest of the structure, finding:

"This option is structurally feasible, with only localized structural modifications required at the [remaining] office structure. If the high-bay maintenance shops were removed, the main structural modification to the offices would be to provide a wood stick framed wall (perhaps with a new footing) to act as an exterior closure/facade where the maintenance shops were removed."

We understand that the City of Alameda plans to proceed with the partial demolition of the maintenance shop wings of Building 114 and temporarily stabilize the remaining office structure. This proposal is for structural consulting services to advise the project team during the stabilization project. Our work will occur during two distinct phases of the project, (1) the demolition planning phase, and

(2) the construction administration phase.

PHASE 1: DEMOLITION PLANNING

We understand that the demolition contractor will be obtaining a permit to perform the demolition and stabilization work. During this planning phase, we will provide schematic level plans outlining:

1. The extent of localized temporary shoring to be provided near the edges of the office building adjacent to the maintenance shop wings, prior to the start of demolition.
2. The scope, extent and preliminary details of a new structural wall and footing elements planned for the edges of the office building where new exterior closure walls will be needed. We will document this information by marking up existing architectural floor plans of the building. This wall will be designed to current code, and will be coordinated to provide adequate gravity and seismic resistance in the case that the wall structure remains unchanged during future rehabilitation of the building.

PHASE 2: CONSTRUCTION ADMINISTRATION

Existing structural plans of Building 114 have not been made available to Tipping over the past few years, so our understanding of the building has primarily relied upon (1) visual observations made during site visits and (2) our experience with typical construction practices of similar vintage buildings. At the office/administration building, much of the structural framing was concealed behind finishes during our previous visits to the site, especially at the areas immediately adjacent to the maintenance shop wings. As such, detailed documentation of the structural framing conditions at the proposed interface of demo is not available.

Given the limitations outlined above, we will provide typical details for the re-attachment of the new exterior closure wall to the office building framing during the demolition planning phase, but we expect to provide a significant amount of coordination during the construction phase as unique framing conditions are exposed and addressed. During the construction phase of the new closure wall, we will provide unique and customized framing details as needed to address conditions exposed on the site. We will also provide typical construction administration services such as reviewing submittals (concrete and rebar for footings), responding to contractor requests for information, and visiting the site to perform structural observation.

FEES

We propose to provide basic structural engineering services for the work described above for the fixed sums indicated below. The work will be done in accordance with the enclosed General Conditions. Our

Alameda Point - Building 114 Temporary Stabilization

October 16, 2024

fee shall be broken down by phase as follows:

Phase	Fee
Demolition Planning	\$6,500
Construction Administration	\$22,000
Total	\$28,500

If you find this proposal acceptable, we will work with you to develop an agreement based on a standard AIA document. In the meantime, the attached General Conditions outline the assumptions under which this proposal is made, which we propose to make a part of the formal agreement.

We are delighted at the opportunity to collaborate with you to realize this important project. Again, thank you for considering Tipping as part of your design team. Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,



Marc Steyer, SE, LEED AP
Principal

22040-03.pr.odt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2024

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

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

PRODUCER AON RISK SERVICES SOUTH INC 3550 LENOX ROAD NORTHEAST SUITE 1700 ATLANTA GA 30326	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 833-506-1544 FAX (A/C, No): EMAIL ADDRESS: work.comp@trinet.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : ACE American Insurance Company 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED TriNet Group, Inc. L/C/F Page & Turnbull, Inc 1 Park Place, Suite 600 Dublin, CA 94568-7983	

COVERAGES **CERTIFICATE NUMBER:** 15834610 **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 INSR	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"/> PROJECT <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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR_C57613634	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage is limited to worksite employees of Page & Turnbull, Inc through a co-employment agreement with TriNet HR III, Inc..

DS
LC 10/24/2024

CERTIFICATE HOLDER City of Alameda 2263 Santa Clara Avenue Alameda, CA 94501	CANCELLATION 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 <p style="text-align: center;"><i>Aon Risk Services South Inc</i></p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2024

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

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

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C. No. Ext): (747) 221-7683 x7683 FAX (A/C. No): E-MAIL ADDRESS: syoung@risk-strategies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Insurance Company of America</td> <td style="text-align: center;">31534</td> </tr> <tr> <td>INSURER B: Arch Insurance Company</td> <td style="text-align: center;">11150</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: Citizens Insurance Company of America	31534	INSURER B: Arch Insurance Company	11150	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Page & Turnbull, Inc. 170 Maiden Lane, 5th Fl. San Francisco CA 94108															

COVERAGES CERTIFICATE NUMBER: 82446570 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														
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 5%;">PER STATUTE</td> <td style="width: 45%;">OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$</td></tr> </table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$		
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E.L. DISEASE - POLICY LIMIT		\$																			
B	Professional Liability			PAAEP0010808	1/1/2024	1/1/2025	Per Claim: \$2,000,000 Aggregate: \$4,000,000														

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

Projects as on file with the insured.
 City of Alameda, its City Council, boards & commissions, officers, employees & volunteers are named as additional insured as respects general liability policy-see attached endorsement.

CERTIFICATE HOLDER City of Alameda 2263 Santa Clara Ave. Alameda CA 94501	CANCELLATION 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 RSC Insurance Brokerage
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Architects and Engineers

The following policy language is from Businessowners General Liability Coverage Part

NAMED INSURED: Page & Turnbull, Inc.

POLICY NUMBER: OB3D457135

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT
Additional Insured by Contract, Agreement or Permit

A. **Section II – Liability, C** – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

- (i) “**Your work**” for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products - completed operations hazard" only if this Coverage Part provides such coverage;
- (ii) Premises you own, rent, lease, or occupy; or
- (iii) Your maintenance, operation or use of equipment leased to you.

*Definition: “**Your work**” a. Means: (1) Work or operations performed by you or on behalf; and (2) materials, parts or equipment furnished in connection with such work or operations; b. Includes (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and (2) the providing of or failure to provide warnings or instructions.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
- (4) To any: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The “bodily injury”, “property damage”, “personal injury” or “advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

Other Insurance Primary & Non-Contributory

The following paragraph is added to **SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory**. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – Liability, C. Who is an Insured** is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

- (1) **Primary Insurance:** This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: **(a)** For the sole negligence of the Additional Insured; **(b)** When the Additional Insured is an Additional Insured under another primary liability policy; or **(c)** When **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.
- (2) **Excess Insurance:**
 - (a)** This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii)** That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.**
- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.

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

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

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

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

(3) 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.

Per Project Aggregate

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Your project" means:

- a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
- b. Does not include any "location" listed in the Declarations.

2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: **a.** As if each Named Insured were the only Named Insured; and, **b.** Separately to each insured against whom claim is made or "suit" is brought.

Waiver Of Subrogation

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS)** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* 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 *where required by written contract*.

Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to *30 Days*.



AUTHORIZED REPRESENTATIVE

**From Hanover Forms: 391-1003 (08/16); 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)*

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 657-5448

For Office Use Only

-FILED-

File No.: BA20241361235

Date Filed: 7/25/2024

B2913-8370 07/25/2024 2:10 AM Received by California Secretary of State

Entity Details			
Corporation Name	PAGE & TURNBULL, INC.		
Entity No.	0739454		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	170 MAIDEN LANE, 5TH FLOOR SAN FRANCISCO, CA 94108		
Mailing Address of Corporation			
Mailing Address	170 MAIDEN LANE, 5TH FLOOR SAN FRANCISCO, CA 94108		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	170 MAIDEN LANE, 5TH FLOOR SAN FRANCISCO, CA 94108		
Officers			
Officer Name	Officer Address	Position(s)	
Peter Birkholz	170 MAIDEN LANE, 5TH FLOOR SAN FRANCISCO, CA 94108	Chief Executive Officer	
Carolyn Kiernat	170 Maiden Lane, 5th Floor San Francisco, CA 94108	Secretary	
Lada Kocherovsky	170 Maiden Lane, 5th Floor San Francisco, CA 94108	Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
Ruth Todd	170 Maiden Lane, 5th Floor San Francisco, CA 94108		
Peter Birkholz	170 Maiden Lane, 5th Floor San Francisco, CA 94108		
Carolyn Kiernat	170 Maiden Lane, 5th Floor San Francisco, CA 94108		
Lada Kocherovsky	170 Maiden Lane, 5th Floor San Francisco, CA 94108		
John Lesak	170 Maiden Lane, 5th Floor San Francisco, CA 94108		
The number of vacancies on Board of Directors is: 0			

Agent for Service of Process

Agent Name Agent Address	Irene Cereske 170 MAIDEN LANE, 5TH FLOOR SAN FRANCISCO, CA 94108
Type of Business Type of Business	HISTORIC PRESERVATION/ARCHITECTURE
Email Notifications Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.
Labor Judgment	No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.
Electronic Signature	<input checked="checked" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.
<i>Tim Sanner, Authorized Filer, Fast Filings Inc</i> Signature	07/25/2024 Date



BUSINESS LICENSE CERTIFICATE

PLEASE POST IN A
CONSPICUOUS PLACE
NOT TRANSFERABLE

Business Name: PAGE & TURNBULL

Account Number: 25216888

Business Address: 170 MAIDEN LN
SAN FRANCISCO, CA 94108-5328

Issue Date: 10/21/2024

Business Owner: LADA KOCHEROVSKY

Expiration Date: 06/30/2025

Business Type: ARCHITECT

Margaret L. O'Brien

Finance Director

**THIS BUSINESS LICENSE DOES NOT PERMIT BUSINESS OPERATION
UNLESS YOUR BUSINESS IS PROPERLY ZONED AND/OR IN COMPLIANCE
WITH ALL APPLICABLE LAWS/REGULATIONS.
CFC 104.3 & 108.1 allows entry and examination for Fire Code Compliance.**

For all inquiries regarding this license, contact the HdL Business Support Center at (510) 250-1889.

PAGE & TURNBULL :

Thank you for your payment on your City of Alameda Business License Certificate. ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST. If you have questions concerning your business license, contact the Business Support Center at: Alameda@hdlgov.com or by telephone at:(510) 250-1889.

Keep this portion of your certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate.

5.04.030 - Effect on other ordinances.

Persons required to pay a business tax for transacting and carrying on any business under this chapter shall not be relieved from the payment of any business tax for the privilege of doing such business required under any other ordinance of the city, and shall remain subject to the regulatory provisions of other ordinances.

CFC 104.3 & 108.1 allows entry and examination for Fire Code Compliance.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>.



BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832



City of Alameda
BUSINESS LICENSE CERTIFICATE

IRENE CERESKE
PAGE & TURNBULL
170 MAIDEN LN
SAN FRANCISCO, CA 94108-5328

License Number: 25216888

Date of Issue: 10/21/2024

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Page & Turnbull, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
170 Maiden Ln Fl 5

6 City, state, and ZIP code
San Francisco, CA 94108

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-					
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or

Employer identification number

9	4	-	2	2	9	4	8	0	3
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Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **7/16/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they