

### **THIRD AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this \_\_\_\_ day of May 2015, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **WILLDAN FINANCIAL SERVICES**, a California Corporation, whose address is 1939 Harrison Street, Suite 430, Oakland, CA 94612, (hereinafter referred to as ("Consultant")), is made with reference to the following:

#### **RECITALS:**

A. On July 1, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. On January 27, 2013, an amendment to agreement was entered into by and between City and Consultant.

C. On December 3, 2014, an amendment to agreement was entered into by and between City and Consultant.

D. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and 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 1<sup>st</sup> day of July 2013, and shall terminate on the 30<sup>th</sup> day of June 2016, unless terminated earlier as set forth herein."

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibits "A" and "A-3" which are attached hereto and incorporated herein by this reference."

3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$20,000 as set forth in Exhibit "A", in the amount not to exceed \$20,000 as set forth in Exhibit "A-1", and in the amount not to exceed \$30,000 as set forth in Exhibit A-2," in the amount not to exceed \$50,000 as set forth in Exhibit "A-3" which are attached hereto and incorporated herein by this reference, for a total compensation of \$120,000 under this agreement."

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.

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

WILLDAN FINANCIAL SERVICES  
a California Corporation

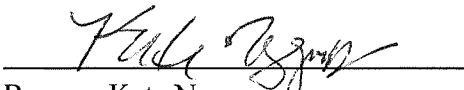


By: Chris Fisher  
Title: Vice President

CITY OF ALAMEDA  
A Municipal Corporation

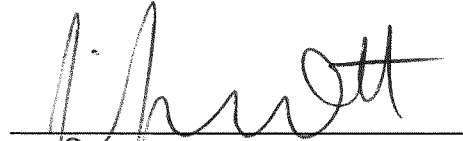


Elizabeth D. Warmerdam  
Interim City Manager



By: Kate Nguyen  
Title: Secretary

RECOMMENDED FOR APPROVAL:



Jennifer Ott  
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Janet C. Kern  
City Attorney

## **“EXHIBIT A”**

July 13, 2013

Jennifer Ott  
Chief Operating Officer – Alameda Point  
jott@alamedaca.gov  
City of Alameda  
2263 Santa Clara Avenue, Room 120  
Alameda, CA 94501

Via Email:

**Re: Alameda Point Conceptual Financing Plan**

Dear Jen:

It was a pleasure meeting with you last week. As we discussed, I am providing a letter proposal to prepare presentation for the Planning Commission and City Council on the financing of Alameda Point, including a conceptual look at feasibility and an explanation of how implementation can work. Following is our proposed scope of work:

1. We will meet several times, along with the City engineer and other staff, to review past work and sort out the logic of the infrastructure and how it relates to likely development (I'm guessing much if this has already been done, but a brief fresh look is always worthwhile).
2. Concurrently with the above we will take a look at the market work, and any pro formas that have been developed, to get a handle on the development side and see if anything needs to be updated (housing has been getting stronger; commercial is more or less the same - slightly better market demand is getting offset by slightly more expensive financing).
3. Once we have a handle on the market and the infrastructure issues we will identify key opportunities that can get the ball rolling and help to establish Alameda Point for future efforts. I know that housing is always on that list, but I expect we will also take a close look at the proposed commercial center and what it would take to get the off the ground.
4. We'll put together a conceptual financing plan that focuses on two main issues:
  - a. Infrastructure timing and interrelationships. Based on our discussions and analysis we will update the infrastructure plan and identify key transition points (such as particular development parcels, capacity bottlenecks, major infrastructure items and their triggers). I don't anticipate the timing will involve years, but will rather be phases that express the basic relationships and feasibility issues.
  - b. Infrastructure Burden. We will assess the costs of infrastructure development on an overall basis and also incrementally based on the timing and interrelationships in "4.a", above.

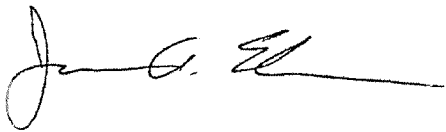
5. Based on the effort above we will prepare a series of slides that lays out a conceptual financing plan, demonstrates its feasibility, and addresses issues (such as "cherry picking"). The presentation will include a discussion and explanation of the nuts and bolts of implementation, how it will work in the early stages of development and how it works overall.
6. Additional work will be conducted regarding the market and financial feasibility of development at Alameda Point, as directed by City staff.

I think for this work scope we'll have four meetings, and two presentations. The deliverable will be a series of slides, 4-10, that lay out our proposed plan, conclusions, and respond to any key concerns/objections. My rate is \$200/hr. I figure costs to get the #1-5 above done will be about \$6,800, 15 hours of meetings and 19 hours of other work (other conversations, doing the analysis, preparing the slides, etc.). An additional \$13,200 is allocated for #6 above to address other financial issues as directed by the City for a total not-to-exceed budget of \$20,000 billed on a time and materials basis.

I'm looking forward to working with you. If you have any questions regarding this agreement please contact me at (510) 853-2612 or via email at [jedison@willdan.com](mailto:jedison@willdan.com).

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink, appearing to read "James Edison", with a long horizontal flourish extending to the right.

James Edison  
Managing Principal

**SCOPE OF WORK**

**Alameda Point Conceptual Financing Plan**

Willdan will continue to perform market and financial analyses for Alameda Point, as directed by staff, which may include:

1. Analyses related to financial and financing aspects of particular developer projects and transactions.
2. Additional sensitivity analyses and iterations of the fiscal impact analysis for Alameda Point, as projections and key assumptions evolve and change.
3. Analyses related to the overall special tax burden supportable by the Alameda Point development as a whole and for particular development projects and the affect of these analyses on the transportation demand management budget and community facilities districts financing potential.

## **EXHIBIT A-2**

### **COMPENSATION FOR SERVICES**

Consultant shall be compensated for the services performed as set forth in Exhibit "A" and "A-1" in an amount not to exceed \$30,000, billed on a time and materials basis.

April 20, 2015

Ms. Jennifer Ott  
Chief Operating Officer – Alameda Point  
City of Alameda  
2263 Santa Clara Avenue, Room 120  
Alameda, California 94501

**Re: *Proposal to Provide Financial Consulting Services Specific to the Alameda Point Project for the City of Alameda***

Dear Ms Ott:

Per your request, Willdan Financial Services ("Willdan") is pleased to present the following proposed supplemental scope of services and staffing to the City of Alameda to continue to provide assistance with the implementation of the conceptual plan for the development of Alameda Point, the former Alameda Naval Air Station. To date, Willdan has prepared the following documents and reports:

- **Fiscal Impact Study.** A report on the fiscal impact of the development based on several alternatives, examining both the expected revenues from the project and the expenditures required to provide municipal services. This document was prepared in support of the Alameda Point Plan and has been subsequently revised and updated on several occasions. On an ongoing basis the purpose of this analysis will be to assist the City in understanding its range of negotiation of incentives for development. We also prepared a sensitivity analysis, examining the impact of variations in the assumptions used in the analysis.
- **Infrastructure Financing Feasibility Analysis.** An analysis of the overall feasibility of the development of Alameda Point, looking specifically at the infrastructure burden on new development that will be required to ensure that no City resources outside Alameda Point will be required for development.
- **Site A Conceptual Financing Plan.** An analysis of the infrastructure financing capacity, and required infrastructure, of a hypothetical Site A.
- **Site A Negotiations.** Willdan has been working closely with the City on the development of Site A, including developer selection (including due diligence) and ongoing negotiations that have required numerous meetings, memoranda, and revisions to the previously prepared analysis.

This proposal addresses future work which may be necessary in order to continue to provide assistance with the development of Alameda Point. We have been working with the City for over two years on a range of tasks related to the overall plan, fiscal impacts, infrastructure financing, and selection of, and negotiation with, prospective developers. Willdan proposes to continue to provide these services, as required by the City, with an extension of the time and materials budget. Likely services will include fiscal impact analysis updates, negotiation support on numerous issues, including market public financing, and financial feasibility analyses, independent review of developer financials and economic analyses. Ultimately the work will be at the discretion and direction of City staff.

## Scope of Services

We want to ensure that our scope of services is responsive to the City of Alameda's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

### Alameda Point Fiscal Impact Analysis and Update

1. We will continue to revise and refine the fiscal impact analysis prepared for Alameda Point, including updating the analysis to reflect the development of Site A as well as changes in plans and circumstances going forward. Included in the analysis will be a calculation of any fiscal mitigation measures required of development at Alameda Point.

### Alameda Point Conceptual Financing Plan

1. Willdan will continue to refine the draft conceptual financing plan, including the implementation strategy, structure of special taxes and assessments, market feasibility, and overall financing burden on development.
2. As needed, Willdan will present updates, analysis and results to staff and the City Council.
3. Willdan will continue to support the City in its negotiations with the developer and other affected entities regarding the financing of infrastructure at Alameda Point, helping to ensure that the necessary resources will be in place to support the implementation of the Master Infrastructure Plan

### Alameda Point Negotiation Support

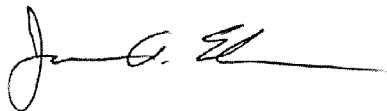
1. As has been the case up to date, Willdan will attend meetings as requested and provide ongoing support to negotiations and implementation of the Alameda Point Plan.

## Budget

To continue our work with the City we propose a supplemental budget of \$50,000, bringing the total to \$120,000, on a time and materials basis and at the request of, and under the supervision of, City staff. The prior budget of \$70,000 has covered a wide range of services provided to the City over the past two plus years, as described above.

We appreciate this opportunity to continue to serve the City of Alameda and look forward to hearing from you. If you have any questions regarding our submission, please contact Managing Principal James Edison at (510) 912-4687 or via email at [jedison@willdan.com](mailto:jedison@willdan.com).

Sincerely,  
WILLDAN FINANCIAL SERVICES



James Edison  
Managing Principal



Chris Fisher  
Vice President, Group Manager





## SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 3<sup>rd</sup> day of December 2014, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **WILLDAN FINANCIAL SERVICES**, a California Corporation, whose address is 1939 Harrison Street, Suite 430, Oakland, CA 94612, (hereinafter referred to as ("Consultant"), is made with reference to the following:

### RECITALS:

A. On July 1, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. On January 27, 2013, an amendment to agreement was entered into by and between City and Consultant.

C. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and 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 1<sup>st</sup> day of July 2013, and shall terminate on the 30<sup>th</sup> day of June 2015, unless terminated earlier as set forth herein."

2. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$20,000 as set forth in Exhibit "A", in the amount not to exceed \$20,000 as set forth in Exhibit "A-1", and in the amount not to exceed \$30,000 as set forth in Exhibit A-2" which are attached hereto and incorporated herein by this reference, for a total compensation of \$70,000 under this agreement."

3. 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.

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

WILLDAN FINANCIAL SERVICES  
a California Corporation



By: Chris Fisher  
Title: Vice President



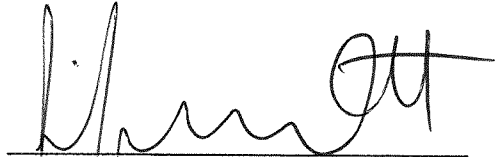
By: Kate Nguyen  
Title: Secretary

CITY OF ALAMEDA  
A Municipal Corporation




John A. Russo  
City Manager

RECOMMENDED FOR APPROVAL:



Jennifer Ott  
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Janet C. Kern  
City Attorney

## **EXHIBIT A-2**

### **COMPENSATION FOR SERVICES**

Consultant shall be compensated for the services performed as set forth in Exhibit “A” and “A-1” in an amount not to exceed \$30,000, billed on a time and materials basis.

## **EXHIBIT A-1**

### **SCOPE OF WORK**

#### **Alameda Point Conceptual Financing Plan**

Willdan will continue to perform market and financial analyses for Alameda Point, as directed by staff, which may include:

1. Analyses related to financial and financing aspects of particular developer projects and transactions.
2. Additional sensitivity analyses and iterations of the fiscal impact analysis for Alameda Point, as projections and key assumptions evolve and change.
3. Analyses related to the overall special tax burden supportable by the Alameda Point development as a whole and for particular development projects and the affect of these analyses on the transportation demand management budget and community facilities districts financing potential.

### **COMPENSATION FOR SERVICES**

Consultant shall be compensated for the services performed as set forth in Exhibit A in an amount not to exceed \$40,000.00, billed on a time and materials basis.

**"EXHIBIT A"**

July 13, 2013

Jennifer Ott  
Chief Operating Officer – Alameda Point  
jott@alamedaca.gov  
City of Alameda  
2263 Santa Clara Avenue, Room 120  
Alameda, CA 94501

Via Email:

**Re: Alameda Point Conceptual Financing Plan**

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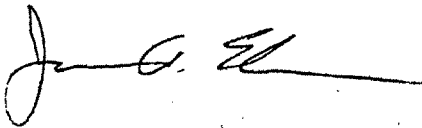
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I'm looking forward to working with you. If you have any questions regarding this agreement please contact me at (510) 853-2612 or via email at [jedison@willdan.com](mailto:jedison@willdan.com).

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink, appearing to read "James Edison", with a stylized flourish at the end.

James Edison  
Managing Principal

## AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 21 day of January 2013, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **WILLDAN FINANCIAL SERVICES**, a California Corporation, whose address is 1939 Harrison Street, Suite 430, Oakland, CA 94612, (hereinafter referred to as ("Consultant")), is made with reference to the following:

### RECITALS:

A. On July 1, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

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

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

1. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibit "A" and "A-1" which is attached hereto and incorporated herein by this reference."

2. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$20,000 as set forth in Exhibit "A" and in the amount not to exceed \$20,000 as set forth in Exhibit "A-1", which are attached hereto and incorporated herein by this reference, for a total compensation of \$40,000 under this agreement.

3. 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.

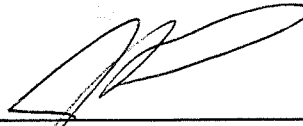
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

WILLDAN FINANCIAL SERVICES  
a California Corporation

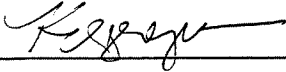


By: Chris Fisher  
Title: Vice President

CITY OF ALAMEDA  
A Municipal Corporation

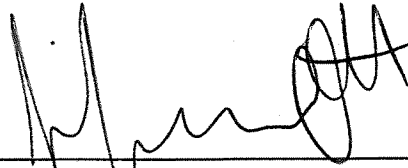


John A. Russo  
City Manager



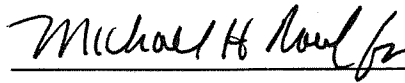
By: Kate Nguyen  
Title: Corporate Secretary

RECOMMENDED FOR APPROVAL:



Jennifer Ott  
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Janet C. Kern  
City Attorney



## CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 1<sup>st</sup> day of July 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and WILL DAN FINANCIAL SERVICES, a California corporation, whose address is 1939 Harrison Street, Suite 430, Oakland, CA 94612 (hereinafter referred to as "Consultant"), is made with reference to the following:

### RECITALS:

- A. 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Consultant desire to enter into an agreement for services upon the terms and conditions herein.

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

1. **TERM:**  
The term of this Agreement shall commence on the 1<sup>st</sup> day of July 2013, and shall terminate on the 30<sup>th</sup> day of June 2014, unless terminated earlier as set forth herein.
2. **SERVICES TO BE PERFORMED:**  
Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.
3. **COMPENSATION TO CONSULTANT:**  
Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$20,000.00 as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.
4. **TIME IS OF THE ESSENCE:**  
Consultant and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, 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 Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, 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 fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

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

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Consultant shall indemnify, defend and hold harmless City, its City Council, boards, commissions, officers, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant'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 by certified mail, Attention: Risk Manager." It is agreed that Consultant 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$1,000,000 aggregate - all other
Property Damage:	\$250,000 each occurrence
	\$500,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence

or

Combined Single Limit:	\$500,000 each occurrence
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant 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.

**D. ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability and workers' compensation insurance, required by this Agreement. 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.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

**11. CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant 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:**

Consultant 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 City. 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 by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City.

Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by 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 contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

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

City of Alameda  
Community Development Department  
2263 Santa Clara Avenue, Room 120  
Alameda CA 94501  
Attention: Jennifer Ott

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

WILLDAN FINANCIAL SERVICES  
1939 Harrison Street, Suite 430  
Oakland, CA 94612  
Attention: James Edison

18. **TERMINATION:**

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

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 Consultant as provided herein. Upon termination of this Agreement, 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.

19. **COST OF LITIGATION:**

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

20. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

21. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting 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.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

23. **WAIVER:**

A waiver by 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.

24. **INTEGRATED CONTRACT:**

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 City and Consultant.

25. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

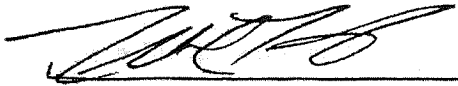
26. **CAPTIONS:**

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.

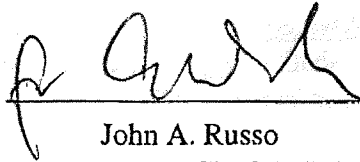
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

**WILLDAN FINANCIAL SERVICES**

**CITY OF ALAMEDA**  
A Municipal Corporation



By: **Chris Fisher**  
Title: **Vice President**

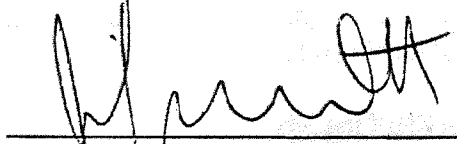


**John A. Russo**  
City Manager



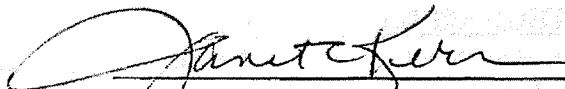
By: **Roy Gill**  
Title: **Corporate Secretary**

**RECOMMENDED FOR APPROVAL:**



**Jennifer Ott**  
Chief Operating Officer – Alameda Point

**APPROVED AS TO FORM:**



**Janet C. Kern**  
City Attorney





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2014

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 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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 10550 Santa Ana CA 92711-0550	<b>CONTACT NAME:</b> Karin Thorp	
	<b>PHONE (A/C, No, Ext):</b> 714 427-6810 <b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> kthorp@insdra.com	
<b>INSURED</b> Willdan Financial Services 27368 Via Industria, Suite 110 Temecula CA 92590	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Travelers Property Casualty Co of A	25674
	INSURER B : Catlin Insurance Company, Inc.	
	INSURER C : Charter Oak Fire Insurance Company	25615
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 1122086143

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> BFPD, XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6301158P020	11/9/2014	11/9/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		8101158P020	11/9/2014	11/9/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> 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	N/A	UB7D417816	11/9/2014	11/9/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<input checked="" type="checkbox"/> Professional Liability Claims Made			AED977441115	11/9/2014	11/9/2015	Per Claim \$1,000,000 Annual Aggregate \$1,000,000

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

General Liability policy excludes claims arising out of the performance of professional services.

Independent Contractors are included as respects to General Liability.

30 Day NOC/10 Day for NonPay of Prem

Re: Point Conceptual Financing Plan.

City, its City Council, boards and commissions, officers, employees and volunteers are additional insured as respects to General and Auto Liability as required by written contract. Primary and Non-Contributing coverage, Waiver of Subrogation applies to GL & Auto Liability as See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda Attn: Risk Manager 2263 Santa Clara Avenue, Room 120 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 Karin Thorp

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dealey, Renton & Associates		NAMED INSURED Willdan Financial Services 27368 Via Industria, Suite 110 Temecula CA 92590
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

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

required by written contract.  
 (TEMECULA)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ✓ BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| A. BROAD FORM NAMED INSURED                                  | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT  |
| B. BLANKET ADDITIONAL INSURED                                | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO                                       | J. PERSONAL EFFECTS  |
| D. EMPLOYEES AS INSURED                                      | K. AIRBAGS   |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS                 | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS                    |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION                               |
| G. WAIVER OF DEDUCTIBLE – GLASS                              | N. UNINTENTIONAL ERRORS OR OMISSIONS                           |

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for **Liability Coverage** for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### **K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION** ✓

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

✓ **BLANKET ADDITIONAL INSURED – WRITTEN  
CONTRACTS (ARCHITECTS, ENGINEERS AND  
SURVEYORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS  
AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

CITY OF ALAMEDA

Risk Management

12-2-14  
Date  
Lucretia Akil, City Risk Manager

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

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

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.