

## CONTRACTOR AGREEMENT FOR PUBLIC WORKS PROJECT

[To be used with General Conditions of the Contract for Construction (2015)]

THIS CONTRACTOR AGREEMENT FOR PUBLIC WORKS PROJECT ("Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter called "City"), ALTEN CONSTRUCTION, a California corporation whose address is 720 12<sup>TH</sup> Street, Richmond, CA 94801, (hereinafter called "Contractor"), in 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. City and Contractor desire to enter into an agreement for construction of a new Emergency Operations Center, in accordance with Specifications, Special Provisions and Plans adopted therefor, No. P.W. 06-14-23, filed in the office of the City Clerk on September 2, 2014, and for the construction of Fire Station 3, in accordance with Specification, Special Provisions, and Plans adopted therefor, No. P.W. 12-14-18, filed in the office of the City Clerk on March 3, 2015.

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

1. **Contract Time:**

The Contractor shall have Three Hundred and Sixty (360) consecutive calendar days from the date the work is to commence pursuant to the Notice to Proceed (the "Contract Time") to diligently prosecute the Work to completion.

2. **Scope Of Work And Contract Documents:**

A. Contractor shall, at its own cost and expense, furnish all labor, tools, equipment, materials, and utilities (fuel, water, power, gas, communications, sanitary facilities, and any other utilities necessary to carry on the operations of Contractor) except as otherwise specified, and to do all work strictly in accordance with the Contract Documents, which include only the following, each of which is incorporated into this CONTRACTOR AGREEMENT FOR PUBLIC WORKS PROJECT by this reference:

- Notice to Bidders
- Information for Bidders
- General Conditions
- City of Alameda Standard Details
- Non-Collusion Declaration
- Payment and Performance Bonds

- Contractor's Bid Form, Attachment A
- Certificate of Insurance with Additional Insured Endorsements

B. In the event of a conflict between one Contract Document and any of the other Contract Documents, the provisions in the document highest in precedence shall be controlling. The order of precedence of the Contract Documents is as set forth below:

- Change orders issued pursuant to and in accordance with the Contract Documents.
- Contractor Agreement for Public Works Project
- City of Alameda Special Provisions
- General Conditions
- Specifications
- Plans
- Standard Details

With reference to the Plans the order of precedence is as follows:

- Figures govern over scaled dimensions
- Detail drawings govern over general drawings
- Addenda/Change Order plans govern over plans issued with the bidding documents
- Contract Drawings govern over Standard Details

### 3. Compensation To Contractor:

A. City shall pay Contractor the sum of \$7,596,000 for performance of work in accordance with Contract Documents (the "Contract Price"). The Contract Price may be changed only by written change order executed by the City in accordance with the terms of the Contract Documents. Unit prices, if applicable, are set forth in Contractor's bid, which is attached hereto as Attachment "A" and incorporated herein by this reference. Payment will be made with checks drawn on the treasury of the City, to be taken from Fund 319, the Emergency Operations Center Capital Projects Fund and Fund 91344 for Fire Station 3.

4. **Time is of the Essence:**

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

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of FIVE HUNDRED DOLLARS (\$500) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. **Standard Of Care:**

Contractor agrees to perform the work 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:**

Contractor hereby declares that it is engaged as an independent business and agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, 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 Contractor'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 Contractor, 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 Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **Insurance:**

A. At least 25 days before the date the City Council considers the award of the contract, and before performing any work under this Agreement, Contractor 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 this section. Such certificates, which do not limit Contractor's indemnification obligations, 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) Calendar Days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." It is agreed that Contractor 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, licensed to do insurance business in the State of California, with a A.M. Best Company rating of not less than A:VII. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

B. Coverage and Limits:

Contractor shall maintain at least the following insurance coverage and limits:

(1) Workers' Compensation and Employers Liability:

Statutory limits as required by the State of California; not less than \$1 million per occurrence Employers Liability.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$5,000,000 each occurrence, \$5,000,000 aggregate
Property Damage:	\$5,000,000 each occurrence, \$5,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$5,000,000 will be considered equivalent to the required minimum limits shown above. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, City, its City Council, boards, commissions, officials, officers, employees, agents, and volunteers as additional insured shall be covered as additional insured with respect to the Work and ongoing and completed operations performed by or on behalf of the Contractor.

(3) Automotive:

Commercial automobile liability coverage in the following minimum limits:

Bodily injury:	\$5,000,000 each occurrence
Property Damage:	\$5,000,000 each occurrence
or	
Combined Single Limit:	\$5,000,000 each occurrence

The automobile liability policy shall include or be endorsed (amended) to state that: (1) City, its City Council, boards, commissions, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible;

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned).

(4) Builders Risk: Upon commencement of construction and with approval of City, Contractor shall obtain and maintain builder's risk insurance as follows:

The named insureds shall be Contractor, all Subcontractors (excluding those solely responsible for design work) of any tier, suppliers, and City, its elected and appointed officers, agents, officials, employees and volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

Policy shall be provided for full replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimits.

(5) Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the Work until Contractor has verified that all subcontractors maintain insurance meeting all requirements under this Section and provided evidence to City of such insurance. For Commercial General Liability coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. If

requested by Contractor, City may consider different scopes or minimum limits of insurance for particular subcontractors.

**C. Subrogation Waiver:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of Contractor or insurer may acquire against City by virtue of the payment of any loss under such insurance. Contractor shall provide evidence of this waiver by endorsement where required to make this waiver effective as to insurance companies. The insurer providing workers compensation insurance shall agree, using WC 00 03 13 or the exact equivalent, to waive all rights of subrogation against City, its City Council, boards, commissions, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions for losses paid under the terms of the insurance policy which arise from work performed by or on behalf of the Contractor. By signing this agreement, Contractor hereby waives its own right of recovery against City or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**D. Failure to Secure:**

If Contractor 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 Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for all costs of the insurance at the maximum rate permitted by law and computed from the date written notice is received that Contractor has not obtained insurance or that the insurance is not effective.

**E. Additional Insured:**

The City of Alameda, its City Council, boards, commissions, officials, officers, employees, agents, and volunteers shall be named as additional insureds under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under a 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.

**F. Sufficiency of Insurance:**

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance advisor to determine adequate coverage for Contractor.

**G. Available Limits:**

Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

**8. Ownership of Documents:**

Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement ("Documents") shall be the exclusive property of City. Contractor shall deliver all Documents to the City promptly upon completion of the Project or within five (5) Calendar Days of a written request from City. No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City. Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

**9. 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.

**10. Integrated Contract:**

This Agreement and the documents incorporated herein represent 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 Contractor.

**11. Governing Law; Venue:**

This Contract shall be governed by and construed in accordance with the laws of the State of California, except its conflict of interest laws. Venue for any litigation arising out of or relating to this Agreement shall be Alameda County, California.

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

ALTEN CONSTRUCTION  
A California Corporation



Robert A. Alten  
President

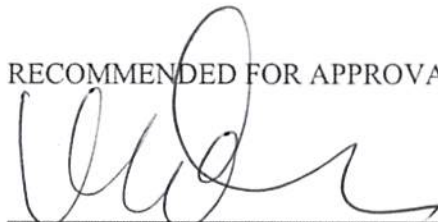


Shannon M. Alten  
Secretary

CITY OF ALAMEDA  
A Municipal Corporation

Elizabeth D. Warmerdam  
Interim City Manager

RECOMMENDED FOR APPROVAL



Robert G. Haun  
Public Works Director

APPROVED AS TO FORM:  
City Attorney



Andrico Penick  
Assistant City Attorney



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:**

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers, consultants, and each City representative; are additional insured for work done on their behalf by the named insured.

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

**SEVERABILITY OF INTEREST:**

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

**WAIVER OF SUBROGATION:**

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

**NOTICE OF CANCELLATION:**

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO  
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective:	Countersigned By:          (Authorized Representative)
Named Insured:	

## SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: \_\_\_\_\_

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers, consultants, and each City representative; are additional insured for work done on their behalf by the named insured.

### NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Page 1 of 1

BRW

ALAMEDA EOC AND FIRE STATION 3

DOCUMENT 00400

**BID FORM**

This form is to be submitted as a part of the bid by the time and date specified in the first paragraph of the Notice Inviting Bids.

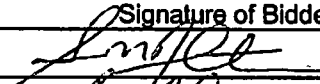
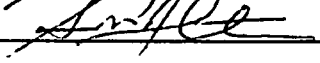
**CITY OF ALAMEDA****THIS BID IS SUBMITTED BY:**

Alten Construction, Inc.

(Firm/Company Name)

**Re: THE EMERGENCY OPERATIONS CENTER PROJECT, No. P.W. 06-14-23 and  
FIRE STATION 3, No. P.W. 12-14-18.**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF ALAMEDA ("City") in the form included in the Contract Documents, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) Days after the day of Bid opening. Contractor agrees to be bound by its bid for a period of sixty (60) days commencing the day of the bid opening.
3. In submitting this Bid, Bidder represents:
  - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder
1	3/16/15	
2	3/19/15	

- (b) Bidder has visited the Site and performed tasks, reviews, examinations, and analysis and given notices, regarding the Project and the Site.
- (c) Bidder has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

BRW

ALAMEDA EOC AND FIRE STATION 3

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid Items must be filled in completely. The Summary of Work describes the scope of work to be performed under this contract.

Total Bid Price (In words):

~~Eight million~~ *seven million*  
*Five hundred ninety six thousand*

5. Subcontractors for work included in all Bid Items are listed on the attached Document.
6. The undersigned Bidder understands that the CITY reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in the Contract Documents or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by the Instructions to Bidders within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Instructions to Bidders, in the amount of ten percent (10%) of the total bid and made payable to "City of Alameda".
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in the General Conditions and to complete all work within the time specified in the Agreement. The undersigned Bidder acknowledges that the CITY has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
11. The undersigned Bidder agrees that, in accordance with the General Conditions, liquidated damages for failure to complete all Work in the Contract within the time specified shall be as set forth in the Agreement.
12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

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ALAMEDA EOC AND FIRE STATION 3

NAME OF BIDDER: Alten Construction, Inc.

licensed in accordance with the act for the registration of Contractors, and with

License Number: 705713, A & B

Expiration: 6/30/16

Department of Industrial Relations (DIR) No.: 1000000530

California

Where incorporated, if applicable

Robert A. Alten, Pres. & Treas.

Shannon M. Alten, V.P. & Secret.

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Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
Signature of Bidder

END OF DOCUMENT

BRW

ALAMEDA EOC AND FIRE STATION 3

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) Alten Construction, Inc.

Signature of Person on Behalf of Firm 

Business Address 720 12th Street

City, State, Zip Richmond, CA 94801

Dated: 3/24/15

Phone No (510) 234-4200

Name	Title	Address
(Of Officers or Partners)		
Robert A. Alten	President & Treasurer	San Rafael, CA
Shannon M. Alten	V.P. & Secretary	San Rafael, CA
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Incorporated under the laws of the State of California

Contractor's License No. 705713 Expiration Date: 6/30/16

Department of Industrial Relations (DIR) No.: 1000000530 ✓

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

**PROPOSED SUBCONTRACTORS  
for the**

**EMERGENCY OPERATIONS CENTER, NO. P.W. 06-14-23  
AND  
FIRE STATION 3, NO. P.W. 12-14-18**

The Contractor shall perform with his organization, contract work amounting to not less than 20% of the original total contract price.

Pursuant to California Public Contract Code Section 4100 et seq., the following page gives the name, business address, license number, DIR number, and portion of work (description of work to be one) for each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater. Additional supporting data may be attached to this page. Each page shall be sequentially numbered, headed "Proposed Subcontractors" and shall be signed.

BRW

ALAMEDA EOC AND FIRE STATION 3

## PROPOSED SUBCONTRACTOR FORM

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	PORTRION OF WORK	DIR NO.
Bay Cities	238650	Concord	GRADING & PAVING	1000005981
			UTILITIES	
			PAVEMENT MARKING	
Crusader	Ramiro Cordova	726527	FENCES / GATES / GATE OPERATORS	1000000020
Clamatin	Reed 218839	Rocklin	REBAR	1000003852
Landavano	661762	Hayward	CONCRETE	10000 13640
			PRECAST CONCRETE STAIRS	

The Prime Contractor shall perform at least 20% of the work with his own forces.  
 (This form may be duplicated if necessary to list additional subcontractors)



BRW

ALAMEDA EOC AND FIRE STATION 3

## PROPOSED SUBCONTRACTOR FORM

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	PORTION OF WORK	DIR NO.
McCurley's Day	620962	Fresno	CMU & STONE VENEER Precast	1000012425 ✓
Metel S&S	701195	Richmond	STEEL & METALS	1000002777 - wing ✓ 100002976 ✓
Linden	846699	Manteca	METAL DECKING	100000829 ✓
			ROUGH CARPENTRY & FIBER PANELS	
BK Mill	428941	Newark	WOODWORK	1000003062 ✓
Danco	350190	Hayward	WATERPROOFING	1000005164 ✓
			INSULATION	

The Prime Contractor shall perform at least 20% of the work with his own forces.  
(This form may be duplicated if necessary to list additional subcontractors)

00400 - 6

Page 2 of 6

Bid Form

## PROPOSED SUBCONTRACTOR FORM

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	PORION OF WORK	DIR NO.
INA	989071	Redwood City	PLASTIC FILM AIR AIR BARRIER	100005233 ✓
			CONCRETE ROOF TILES	
			TPO ROOF	
			<del>DOORS &amp; HARDWARE</del>	
<del>Barrett</del>	<del>342-1500</del>	<del>West</del>	SECTIONAL DOORS	<del>100002116</del>
ACR	956086	Oakland	WINDOWS & GLAZING	100005276 ✓
Dasco	<del>#</del> 605722	San Jose	GYPSUM	100008459 ✓

The Prime Contractor shall perform at least 20% of the work with his own forces.  
(This form may be duplicated if necessary to list additional subcontractors)

## PROPOSED SUBCONTRACTOR FORM

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	PORTION OF WORK	DIR NO.
Boeger	319451	Aggregate	STUCCO PLASTER	1000006092 ✓
			<del>GERAMIC TILING</del>	
			<del>ACOUSTIC CEILINGS</del>	
Kim's	7392240	S. Fran	FLOORING & CARPET	1000006544 ✓
Mike Flynn	466542	Fairfield	PAINTING	1000001244 ✓
			<del>OPERABLE PARTITIONS</del>	
Thyssen Krupp	651371	Oakland	HYDRAULIC ELEVATOR	1000002104 ✓

The Prime Contractor shall perform at least 20% of the work with his own forces.  
(This form may be duplicated if necessary to list additional subcontractors)

## PROPOSED SUBCONTRACTOR FORM

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	PORTION OF WORK	DIR NO.
Presidential	847133	Sacramento	WET-PIPE SPRINKLER SYSTEM	100000247- <sup>3447</sup> weng ✓
Olsen	266425	San Leandro	PLUMBING	10000 13389 ✓
Foster	864762	Rosedale	HVAC	10000 13132 ✓
Metropolitan		<del>Sacramento</del>	<del>SHEET METAL</del>	<del>100000</del>
National	605180	Union City	ELECTRICAL	1000000 541 ✓

The Prime Contractor shall perform at least 20% of the work with his own forces.  
(This form may be duplicated if necessary to list additional subcontractors)

BRW

ALAMEDA EOC AND FIRE STATION 3

PROPOSED SUBCONTRACTOR FORM

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	PORTION OF WORK	DIR NO.

The Prime Contractor shall perform at least 20% of the work with his own forces.  
(This form may be duplicated if necessary to list additional subcontractors)



**ACORD** <sup>TM</sup> **CERTIFICATE OF LIABILITY INSURANCE**Date (MM/DD/YR)  
4/21/15

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Heffernan Insurance Brokers  
101 Second Street, Suite 120  
Petaluma, CA 94952  
CA License# 0564249

**CONTACT****NAME:****PHONE**  
(A/C, No, Ext): 707-781-3400**FAX**  
(A/C, No): 707-781-0800**EMAIL**  
**ADDRESS:****INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Zurich American Insurance Company 16535

INSURER B: Zurich American Insurance Company 16535

INSURER C: Navigators Specialty Insurance Company 36056

INSURER D:

INSURER E:

INSURER F:

**INSURED**

Alten Construction, Inc.  
720 12<sup>th</sup> Street  
Richmond, CA 94801

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

THIS IS TO CERTIFY THAT 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.

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				
A	GENERAL L LIABILITY				X	X	GLA4278028-05	6/01/14	6/01/15	EACH OCCURRENCE		\$1,000,000		
	X	COMMERCIAL GENERAL LIABILITY								DAMAGE TO RENTED PREMISES (Ea occurrence)		\$300,000		
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								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		
	GEN'L AGGREGATE LIMIT APPLIES PER													
		POLICY	<input checked="" type="checkbox"/>	PROJECT		LOC								
A	AUTOMOBILE LIABILITY				X	X	GLA4278028-05	6/01/14	6/01/15	COMBINED SINGLE LIMIT (Ea accident)		\$1,000,000		
	X	ANY AUTO								BODILY INJURY (Per person)		\$		
		ALL OWNED AUTOS		<input type="checkbox"/>						SCHEDULED AUTOS	BODILY INJURY (Per accident)		\$	
		HIRED AUTOS		<input type="checkbox"/>						NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)		\$	
										<input type="checkbox"/>				\$
										<input type="checkbox"/>				
C		UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR	SF14EXC730736IC	6/01/14	6/01/15	EACH OCCURRENCE		\$10,000,000			
	X	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE		\$10,000,000			
		DED	<input checked="" type="checkbox"/>	RETENTION	N/A									
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N/A	X	WC4278089-04	10/01/14	10/01/15	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	<input type="checkbox"/>	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)									<input checked="" type="checkbox"/>	N	E.L. EACH ACCIDENT		\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below											E.L. DISEASE - EA EMPLOYEE		\$1,000,000
												E.L. DISEASE - POLICY LIMIT		\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Re: P.W. 06-14-23, Emergency Operations Center, 1809 Grand Street, Alameda, CA. The City of Alameda, a Municipal Corporation, its City Council, boards, commissions, officials, officers, employees, agents and volunteers, consultants, and each City representative are named as additional insured (primary) on General Liability policy (Includes Completed Operations) and Automobile Liability policy if required by written contract per attached endorsements. Waivers of subrogation apply to General Liability, Automobile Liability and Workers Compensation policies. Cancellation notice for General Liability and Automobile Liability policies is attached. Cancellation notice for Workers compensation policy has been requested to the Insurance company and will be forwarded when received.

**CERTIFICATE HOLDER**

City of Alameda  
Attn: Risk Manager  
950 W. Mall Square  
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

ACORD 25 (2010/05)

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**CITY OF ALAMEDA**

Risk Management

Date

4-27-15

Lucretia Akil, City Risk Manager



## Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLA4278028-05	6-1-14	6-1-15	6-1-14			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Named Insured:** ALTEN CONSTRUCTION, INC.

**Address (including ZIP Code):**

720 12TH STREET  
RICHMOND, CA 94801

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:

a. That is not provided to you in this policy; or

b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

a. The Limits of Insurance provided to you in this policy; or

b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

CITY OF ALAMEDA  
Risk Management

Lucretia Akil, City Risk Manager

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Date

4-27-15

**E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

**F. For the coverage provided by this endorsement:**

**1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

**2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM ✓

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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


Endorsement Effective: 6-1-14	Countersigned By:   (Authorized Representative)
Named Insured: Alten Construction, Inc.	

### SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

CITY OF ALAMEDA  
Risk Management

 Date 4-27-15  
Lucretia Akil, City Risk Manager

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE


**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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

CITY OF ALAMEDA  
Risk Management  
  
Date 4-27-15  
Lucretia Akil, City Risk Manager



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

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

Named Insured: Alten Construction, Inc.

Endorsement Effective Date: 6-1-14


### SCHEDULE

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

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

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

CITY OF ALAMEDA  
Risk Management  
  
Date: 4-27-15  
Lucretia Akil, City Risk Manager

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

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

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

### Schedule

Person or Organization  
ALL PERSONS AND/OR  
ORGANIZATIONS THAT  
ARE REQUIRED BY  
WRITTEN CONTRACT OR  
AGREEMENT WITH THE  
INSURED, EXECUTED  
PRIOR TO THE  
ACCIDENT OR LOSS,  
THAT WAIVER OF  
SUBROGATION BE  
PROVIDED UNDER THIS  
POLICY FOR WORK  
PERFORMED BY YOU FOR  
THAT PERSON AND/OR  
ORGANIZATION

Job Description  
ALL CA OPERATIONS

CITY OF ALAMEDA  
Risk Management  
  
Date 4-27-15  
Lucretia Akil, City Risk Manager

Endorsement # GLA4278028-05

## Cancellation By Us



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLA4278028-05	6/01/14	6/01/15	6/01/14			

**Named Insured and Mailing Address:**

Alten Construction, Inc.  
720 12th Street  
Richmond, CA 94801

**Producer:**

Heffernan Insurance Brokers  
101 Second Street, Suite 120  
Petaluma, CA 94952  
CA License# 0564249

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided by the following:

Boiler and Machinery Coverage Form  
Business Auto Coverage Form  
Commercial Crime Coverage Form  
Commercial General Liability Coverage Form  
Commercial Inland Marine Coverage Form  
Commercial Property Coverage Form  
Farm Coverage Form  
Garage Coverage Form  
Liquor Liability Coverage Form  
Motor Carrier Coverage Form  
Pollution Liability Coverage Form  
Products/Completed Operations Liability Coverage Form  
Truckers Coverage Form

### SCHEDULE

**Number of Days' Notice: 60**

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

For any statutorily permitted reason other than nonpayment 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 the number of days shown in the Schedule above.

Signed by: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date





# EVIDENCE OF PROPERTY INSURANCE

HUDRE1

DATE (MM/DD/YYYY)

4/21/2015

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

AGENCY Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma, CA 94952		PHONE (A/C, No, Ext): 1 (707) 781-3400	COMPANY Continental Casualty Company	
FAX (A/C, No): 1 (707) 781-0800		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: ALTECON-03		License # 0564249		
INSURED Alten Construction, Inc. 720 12th Street Richmond, CA 94801		LOAN NUMBER		POLICY NUMBER 2090343814*
		EFFECTIVE DATE 6/1/2013	EXPIRATION DATE 6/1/2015	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Limit at location Limit	7,596,000	\$10,000

**CITY OF ALAMEDA**  
Risk Management  
*[Signature]* Date 4-27-15  
Lucretia Akil, City Risk Manager

## REMARKS (Including Special Conditions)

Special Conditions:

Re: No. P.W. 06-14-23 Emergency Operations Center, 1809 Grand Street, Alameda, CA. No. P.W. 12-14-18 Fire Station 3, 1625 Buena Vista Avenue, Alameda, CA.

## 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.

## ADDITIONAL INTEREST

NAME AND ADDRESS  City of Alameda Attn: Risk Management 950 W. Mall Square Alameda, CA 94501	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>	