

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this _____ day of _____, 2015, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and FAITHFUL+GOULD, a California corporation whose address is 332 PINE STREET, 5TH FLOOR, SAN FRANCISCO, CALIFORNIA 94104, is made with reference to the following:

RECITALS:

A. On December 17, 2014, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. City and Consultant desire to modify the Agreement for the completion of a comprehensive Facility Condition Assessment (FCA) for Phase 2 of the City owned buildings and add compensation on the terms and conditions set forth herein.

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

1. Page 1, Item 1, TERM, of the Agreement is modified to add the following:

"The term of this First Amendment to Agreement shall terminate on the 30th day of June, 2016, unless terminated earlier as set forth herein.

2. Page 1, Item 2, SERVICES TO BE PERFORMED, of the Agreement is modified to add the following:

"Consultant agrees to perform all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit "A1" as requested. The Consultant acknowledges that the work plan included in Exhibit "A1" is tentative and does not commit the City to request the Consultant to perform all tasks included therein."

3. Page 1 and 2, Item No. 3, COMPENSATION TO CONTRACTOR, Paragraph 1, 3 and 4 of the Agreement is modified to add the following:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A1" which is attached hereto and incorporated herein by this reference."

"Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "A1" unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "A1" schedule."

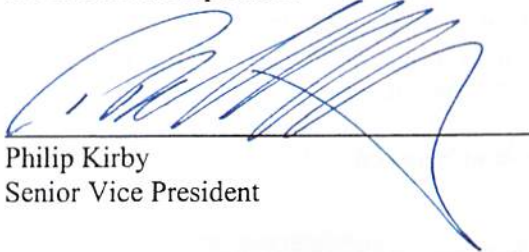
ORIGINAL

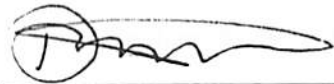
"Total Compensation under this First Amendment to Agreement shall not exceed \$74,786, which includes a 26% contingency (\$15,432) for a total contract amount of \$149,785."

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.

FAITHFUL+GOULD
A California Corporation



Philip Kirby
Senior Vice President


Dean M. Leonard
Technical Director


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 5/2/15

655 Montgomery St #1005, San Francisco, CA 94111

April 16, 2015

Liam Garland
Administrative Services Manager
City of Alameda, Public Works

Reference: Phase 2 Proposal for Facility Condition Assessment

Dear Mr. Garland:

Faithful+Gould appreciates the opportunity to provide a proposal for the completion of a comprehensive Facility Condition Assessment (FCA) for phase 2 of the City owned buildings.

Scope of Services

The purpose of the FCA will be to advise the city of Alameda on the current condition and component lifecycle replacement, identifying immediate, mid-term and long-term deficiencies and renewals with costs of anticipated expenditures required over a ten-year planning horizon.

The evaluation will also include consulting with building management and maintenance personnel, and reviewing available maintenance systems, design and construction documents and plans if necessary.

Our proposed scope of services includes assessment of the following major components and systems:

- **Exterior Site Systems.** The evaluation will include a visual observation of site systems associated with the building for the removal of storm water and evidence of poor drainage and/or erosion potential. We also propose to review the condition of pavements, site concrete, retaining walls, fencing, landscaping, site grading, storm water drainage features, and other site features including parking availability and access to the Property.
- **Structural System.** The evaluation will include observing the structures for visible signs of distress (wall cracking, displacement, etc.) and reporting our findings. We will review available structural drawings for information regarding the design load criteria of the existing structures and the building codes to which the structures were designed.
- **Roof System.** The assessment will include observing the visually apparent condition of the roof system, accessories, and details. Assessments will be completed from the roof level where accessible. We will note the age and type of roof.
- **Building Exterior Elements.** The evaluation will include observing the visually apparent condition of the exterior wall system, window and door systems for visible evidence of deficiencies, continuity of seals, and other types of distress and reporting our findings. We will also review available flashing and connection details for drainage design and observe the condition and placement of expansion joints. We will note the location(s) of trash removal and locations of building entry points for telephone, water and sewer services.

655 Montgomery St #1005, San Francisco, CA 94111

- **Interior Finishes.** The evaluation will include visually observing the interior finishes of the appropriate occupier spaces and common areas of the Property and reporting their condition including evidence of water infiltration or damage.
- **Fire and Life Safety.** The evaluation will include observing the age and condition of the fire and life safety elements and commenting on their condition and visible deficiencies. The elements to be surveyed will include structural fire protection, means of egress, fire suppression systems, smoke evacuation, and fire detection and alarm systems.
- **Mechanical/HVAC, Electrical, Plumbing (MEP) Systems.** The evaluation will include observing and recording the age and condition of the MEP and related building systems and commenting on their condition and visible deficiencies. Review of the mechanical systems will include the equipment data plat information, location, type of system, energy controls, return air provisions, smoke evacuation, toilet exhaust, type and age of existing equipment and maintenance records.

Review of electrical systems will include service feeder, grid system, power available, location, transformer locations, telephone service locations, convenience outlets, fire alarm device, building services and meter banks and panel boards.

Review of plumbing systems will include requirements for water and sprinkler service, water heater information, restrooms and the condition of the janitor closets. The review of the utilities includes telephone, gas, sewer and storm sewer.

Report Submission

Following the completion of the field assessment, we will prepare a written Assessment Report for each city building. This report will summarize the results of the assessment and identify major deficiencies and code compliance issues noted during the evaluation. The report will also include prioritized projections of major capital expenditures required over a 10-year horizon, a current and projected FCI together with digital photographs of representative conditions.

We will then compile a city-wide executive summary report aggregating the results of the assessments from both phase 1 & 2 into a combined report.

We will assist in the preparation of the results into a presentation to City leaders and stakeholders and attend/present to the City council in the Fall/Winter as necessary.

Fee

We have provided as requested, based upon the draft building list our fixed price fee detailed on the following table including all out of pocket expenses.

EXHIBIT A

City of Alameda FCA Phase 2		FCA Price Breakdown - Tier 1 Report Type					Tasks/Hours				Base FCA Rates				FCA Fee Breakdown	
Property Name		Estimated SQ FT	Actual SQ FT	Difference SQ FT	Description	Site Hrs	Report	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	net fee	rate/SF
Square foot Adjustment from Phase 1		70,164			Additional buildings and SF adjustment from phase 1										\$15,724	\$0.22
Recreation/Park Admin Building		6,268			Added from phase 1	4	4	8	2	1	11	\$ 135.00	\$ 145.00	\$ 150.00	\$1,520	\$0.24
Bayport Recreation Center		1,509			baseball/softball field, soccer field, and basketball court	4	16	20	2	1	23	\$ 135.00	\$ 145.00	\$ 150.00	\$3,140	\$2.08
Krusal Park Building		2,300			Picnic area, game tables, play lot, tiny tot lot, baseball/softball fields.	4	16	20	2	1	23	\$ 135.00	\$ 145.00	\$ 150.00	\$3,140	\$1.37
McKenley Park Recreation Center		1,673				4	16	20	2	1	23	\$ 135.00	\$ 145.00	\$ 150.00	\$3,140	\$1.88
Washington Park Building		1,794			Picnic areas, game tables, play lot, baseball and softball fields.	4	8	12	2	1	15	\$ 135.00	\$ 145.00	\$ 150.00	\$2,060	\$1.15
Marick Senior Center		28,000				6	16	22	2	1	25	\$ 135.00	\$ 145.00	\$ 150.00	\$3,410	\$0.13
Fire Station #5/Bld 6 - 950 Ranger Court (Vacant)		36,500				6	24	30	2	1	33	\$ 135.00	\$ 145.00	\$ 150.00	\$4,490	\$0.12
1429 Oak Street		22,000			conveyance, roofing, exterior and interior paint, mechanical	6	24	30	2	1	33	\$ 135.00	\$ 145.00	\$ 150.00	\$4,490	\$0.20
Civic Center Parking Structure		90,000				8	24	32	2	1	35	\$ 135.00	\$ 145.00	\$ 150.00	\$4,780	\$0.05
Mama Village					sidewalks, boardwalk, paths, street and park furniture/equipment, lawns, curb strips, trees, paths, and public litter cans	8	24	32	2	1	35	\$ 135.00	\$ 145.00	\$ 150.00	\$4,780	
Harbor Bay					sidewalks, boardwalk, paths, street and park furniture/equipment, lawns, curb strips, trees, paths, and public litter cans	16	32	48	2	1	51	\$ 135.00	\$ 145.00	\$ 150.00	\$6,920	
Preparation of Presentation and attendance at City council meeting										12	12			\$ 150.00	\$1,800	
Total:		258,226	-	-	-	70	204	274	22	23	319				\$59,354	0.18

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Schedule

We will develop a detailed schedule of tasks and milestones for the phase two buildings as we become aware of the anticipated start date and timescale.

We trust our proposal will meet with your approval and look forward to working with you.

If you have any questions in reference to this proposal, please do not hesitate to contact us.

Sincerely,



Dean M Leonard, BSc (Hons), MRICS, ACIOB
Technical Director
Strategic Facility Consulting
Faithful+Gould
+1 602.333.3523 Direct



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/31/2015

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).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE: 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company NAIC# 22322-001 INSURER B: Underwriter's at Lloyds 15792-001 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Faithful + Gould Inc 4030 W. Boy Scout Blvd. Suite 700 Tampa, FL 33607		

COVERAGES

CERTIFICATE NUMBER: 23018916

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 Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CGG740901604	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CAH740901704	4/1/2015	4/1/2016	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 \$ \$
A	<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	Y	CWG740901504	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability-Claims Made			B080111209P15	4/1/2015	4/1/2016	\$1,000,000 Each Claim & \$2,000,000 Annual Aggregate 11/11/1961 Retrodate

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

Greenwich Insurance Companies Best Rating A XV
Underwriters at Lloyd's London AM Best Rating: A XV.

Professional Liability policy written on claims-made basis.

There are no Deductibles or Self-Insured Retentions on the General Liability, Automobile Liability, Workers Compensation

CITY OF ALAMEDA**CERTIFICATE HOLDER**

Risk Management

CANCELLATION

 Date 5-4-15 Lucretia Akil, City Risk Manager City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Coll:4657581 Tpl:1936966 Cert:23018916 ©1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of New York, Inc.		NAMED INSURED Faithful + Gould Inc 4030 W. Boy Scout Blvd. Suite 700 Tampa, FL 33607	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	
ADDITIONAL REMARKS			

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

F&G/Atkins Job #N/A; Certificate provided for Client Contract Name: City of Alameda - Facility Condition Assessment and Ref. #N/A

City, its City Council, boards, commissions, officials, employees, and volunteers are named as additional insureds on the General Liability and Automobile Liability policies as required under Contract Reference #N/A.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Automobile Liability, and Workers Compensation, as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" 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;

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

Skaag

CITY OF ALAMEDA
Risk Management

[Signature]

Date

5-4-15

Lucretia Akil, City Risk Manager

POLICY NUMBER:CGG740901604

COMMERCIAL GENERAL LIABILITY
CG 2037 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES OR
CONTRACTORS- COMPLETED OPERATIONS**


This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CITY OF ALAMEDA
Risk Management

Date 5-4-15
Lucretia Akil, City Risk Manager

Skaag

POLICY NUMBER: CAH740901704 ✓

XIC4111007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

A. LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this Policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this Policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this Policy be increased by the contract.

C. General Conditions, Other Insurance is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this Policy be primary.

All terms, conditions, exclusions and limitations of this Policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

CITY OF ALAMEDA
Risk Management

5-4-15

Date
Lucretia Akil, City Risk Manager

XIC 411 1007

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Page 1 of 1

**WAIVER OF TRANSFER 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 Persons or Organization: Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

Information required to complete this Schedule, if not 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.

This endorsement is executed by the Greenwich Insurance Company

Premium \$

Effective Date 4/1/2015 Expiration Date 4/1/2016

For attachment to Policy No. CGG740901604

Issued To Faithful + Gould Inc

Issued

Countersigned by _____

Authorized Representative

Sales Office and No.

Rnd. Serial No. 17

CITY OF ALAMEDA
Risk Management

Date 5-4-15

Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form
Motor Carrier Coverage form

SCHEDULE

Premium: INCL

Name of Persons or Organization:

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:


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 operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No. CAH740901704
Effective Date 4/1/2015
Expiration Date 4/1/2016
Sales Office: 0001

Issued By: Greenwich Insurance Company

Endt. Serial No.35

AX 12 10 02 05 B

CITY OF ALAMEDA
Risk Management

Date 5-4-15
Lucretia Akil, City Risk Manager

Page 1 of 1

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 0313

{Ed. 4-84}

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

As required by written contract

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

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

Endorsement

Effective Policy No. CWG740901504

Endorsement

No.

Insured Atkins North America, Inc.

Premium

Insurance Company Greenwich Insurance Company

S. Kaag

WC000313

{Ed. 4/84}

1983 National Council on Compensation Insurance

CITY OF ALAMEDA
Risk Management
LA
Date 5-4-15
Lucretia Akil, City Risk Manager

POLICY NUMBER: CGG740901604

COMMERCIAL GENERAL LIABILITY
CG 02 2410 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART


SCHEDULE

Number of Days' Notice 90

(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.

CITY OF ALAMEDA
Risk Management

Date 5-4-15
Lucretia Akil, City Risk Manager

Skaag

POLICY NUMBER: CAH740901704

XIC4051007

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

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

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

Changes In Conditions

The number of days required for notice of cancellation by us for any reason other than nonpayment of premium, as provided in either paragraph 2. of the CANCELLATION Common Policy condition or as amended by an applicable state cancellation endorsement, is extended to the number of days shown in the Schedule below:


SCHEDULE

Number of Days' Notice: 90

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

CITY OF ALAMEDA
Risk Management


Date 5-4-15
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY_ PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice:90

(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 PART SIX "" CONDITIONS, D. Cancellation of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

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

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

Endorsement Effective April 1, 2015

Policy No. CWG740901504

Endorsement No.

Insured ATKINS NORTH AMERICA, INC.

Insurance Company Greenwich Insurance Company

Countersigned by _____

CONTRACT ENDORSEMENT

INSURED: WS Atkins Plc
and as more fully defined in the contract

PERIOD: 1 April 2015 to 31 March 2016

TYPE: Insurance of
UK PI Generic Primary

UNIQUE MARKET REFERENCE: B080111209P15

ENDORSEMENT REFERENCE: 0002

EFFECTIVE DATE: 1 April 2015 local standard time at the address of the Insured.

It is hereby noted and agreed that with effect from the effective date above the following General Condition is added to the policy:

"If INSURERS cancel this policy prior to its expiry date by notice to the INSURED for any reason, INSURERS will send written notice of cancellation to the persons or organizations listed in the schedule to be created and maintained by the INSURED (the "Cancellation Notice Schedule") at least 30 days prior to the cancellation date applicable to the policy. This notice will be in addition to any notice to the INSURED.

The INSURED will provide an updated copy of the Cancellation Notice Schedule to Insurers on a monthly basis.

The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Cancellation Notice Schedule in the event of a pending cancellation of coverage. INSURERS have no legal obligation of any kind to any such person(s) or organization(s). Any failure to provide advance notice of cancellation to the person(s) or organization(s) named in the Cancellation Notice Schedule will impose no obligation or liability of any kind upon INSURERS, will not extend any policy cancellation date and will not negate any cancellation of the policy.

INSURERS are not responsible for verifying any information in any Cancellation Notice Schedule, nor are INSURERS responsible for any incorrect information that the INSURED may use."

All other terms and conditions remain unaltered.

SM.

ORIGINAL

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 17th day of December, 2014, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and FAITHFUL+GOULD, a California corporation whose address is 332 PINE STREET, 5TH FLOOR, SAN FRANCISCO, CALIFORNIA 94104, hereinafter called the Consultant, 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 solicited proposals on November 20, 2014 and selected this professional services consultant's proposal on price, timeline and quality.
- C. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. 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.
- E. City and Consultant desire to enter into an agreement for Conducting a Facility Condition Assessment for City-owned Buildings, 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 1st day of December, 2014, and shall terminate on the 30th day of June, 2015, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant agrees to perform all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Consultant acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Consultant to perform all tasks included therein.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

ORIGINAL

Payment shall be made by checks drawn on the treasury of the City, to be taken from 706001 Facility Maintenance Fund.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit A schedule.

Total compensation for work is \$74,999.

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:

Consultant hereby declares that it is engaged as an independent business and it agrees to perform its services as an 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, defend, 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:**

Indemnification:

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, 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 negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

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, its City Council, boards, commissions, officials, employees, and volunteers 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
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence

\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

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

Bodily Injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
or	
Combined Single Limit:	\$2,000,000 each occurrence

(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, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability 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
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Liam Garland, Administrative Services Manager
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

Faithful+Gould
332 Pine Street, 5th Floor
San Francisco, CA 94104
Attention: Dean Leonard, Director - Technical
Ph: (415) 781-6677 / Fax: (415) 781-0906
Cell: (480) 286-5705 / Email: Dean.Leonard@fgould.com

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) business 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. PURCHASES OF MINED MATERIALS REQUIREMENT:

Consultant shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

20. COMPLIANCES:

Consultant shall comply with all applicable state and 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:

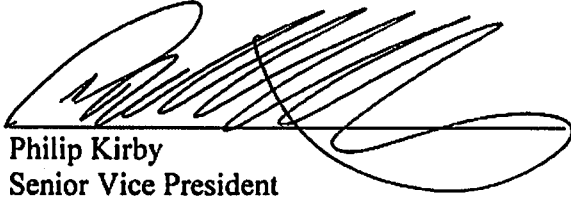
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement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

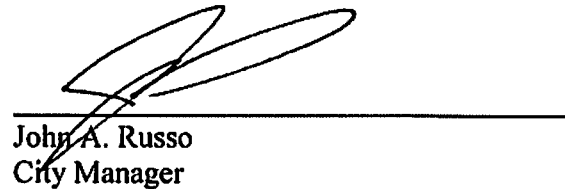
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

FAITHFUL+GOULD
A California Corporation

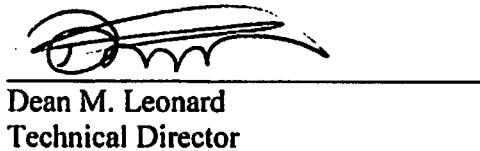


Philip Kirby
Senior Vice President

CITY OF ALAMEDA
A Municipal Corporation



John A. Russo
City Manager



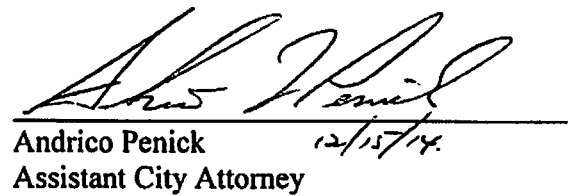
Dean M. Leonard
Technical Director

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

SAMPLE

(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 & volunteers 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

SAMPLE

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 & volunteers 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

7. Proposed Timeline

We will develop a detailed schedule and approach listing each building assessment date. The schedule will show key tasks and milestones broken down into phased site assessments and report writing/data input periods with quality review and client review periods for a phased deliverable. The schedule will be based on a team approach with each team consisting of experienced architectural and MEP assessors.

Our preliminary schedule below illustrates assumed start and completions dates to complete the program of work.

PROJECT TIMELINE			
Activity	Start	Finish	Duration
Contract Prep and Signing	11/24/2014*	11/24/2014	0 days
Project Set-Up and Planning	11/24/2014	11/24/2814	5 days
Existing Data Gathering	11/24/2014	11/24/2014	5 days
Pre-Inspection Meeting and Kick-Off	12/01/2014	12/01/2014	0 days
ASSESSMENT - PERIOD 1			
Activity	Start	Finish	Duration
Site Assessment	12/01/2014	12/05/2014	5 days
Data Analysis	12/08/2014	12/12/2014	5 days
Cost Estimates	12/15/2014	01/09/2015	15 days
Expenditure Forecast Submission	01/12/2015	01/12/2015	0 days
Report Production	12/15/2014	01/23/2015	25 days
QC Review	01/26/2015	01/30/2015	5 days
Issue Draft Reports	01/30/2015	01/30/2015	0 days
Client Review	01/30/2015	02/13/2015	10 days
Issue Final Reports	02/13/2015	02/13/2015	0 days
Meetings and Presentations	TBD		

* Assumed Project Start Date

EXHIBIT A

City of Alameda
Facility Condition Assessment
November 20, 2014

General City Buildings												
City Hall Complex												
City Hall Building	33,686											
Garage Building	3,813	6	16	22	2	1	25	\$135.00	\$145.00	\$150.00	\$3,410	\$0.10
Recreation/Park Admin Building	6,296	2	4	6	2	1	9	\$135.00	\$145.00	\$150.00	\$1,250	\$0.33
Garage Building	6,286	4	4	8	2	1	11	\$135.00	\$145.00	\$150.00	\$1,520	\$0.24
Veterans Building		2	4	6	2	1	9	\$135.00	\$145.00	\$150.00	\$1,250	\$0.20
Veterans Building	39,051	6	16	22	2	1	25	\$135.00	\$145.00	\$150.00	\$3,410	\$0.09
Maintenance Service and Garage												
Maintenance Service Center Building	24,407	6	16	22	2	1	25	\$135.00	\$145.00	\$150.00	\$3,410	\$0.14
Maintenance Covered Garage Bld	9,960	2	4	6	2	1	9	\$135.00	\$145.00	\$150.00	\$1,250	\$0.13
Garage Central Repair Building	8,743	2	4	6	2	1	9	\$135.00	\$145.00	\$150.00	\$1,250	\$0.14
Animal Shelter	3,500	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$0.90
Alameda Point Public Facilities												
Building 1, City Hall West - Alameda Point	17,793	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$0.18
Building 60, Officers Club - Alameda Point	28,538	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$0.11
Main Library - 1550 Oak Street	47,500	6	16	22	2	1	25	\$135.00	\$145.00	\$150.00	\$3,410	\$0.07
Total:	320,341	108	335	444	58	29	631	\$3,915	\$4,205	\$4,360	\$72,700	\$36.95

EXHIBIT A

City of Alameda
Facility Condition Assessment
November 20, 2014

Fee Schedule

CITY OF ALAMEDA	FCA Price Breakdown - Tier 1 Report Type		Tasks/Hours						Base FCA Rates			FCA Fee Breakdown	
	SQ FT	Description	Site Hrs	Report Hrs	Total Assessor Hrs	QC	PM	Total Hrs	Assessor	QC	PM	Net fee	Rate/SF
City Parks													
Franklin Park Building	1,203	Two playgrounds, Basketball hoops, a small baseball diamond, two tennis courts and recreation center.	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$2.61
Godfrey Park Recreation Center	1,189	Two playgrounds, Basketball hoops, a baseball diamond, soccer field and recreation center.	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$2.64
Leycecker Park Recreation Center	1,152	Recreation Center, picnic area, play lot, softball field, soccer/football field, basketball court, tennis and volleyball courts.	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$2.73
Little John Park Building	1,800	Picnic areas, play lot, baseball/softball and soccer fields, and basketball (half-court)	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$1.74
Lincoln Park Recreation Center	2,901	Recreation Center and picnic areas, play lot, baseball/softball field, soccer field, basketball, tennis court, volleyball court, bocceball, handball court, and exercise equipment/circuit. Rose garden.	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$1.00
Longfellow Park Recreation	1,175	Tennis court, a small grass field, a concrete basketball court, a leather-ball pool and a horseshoe/square area. Building in which kids can play ping-pong and other indoor games.	4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$2.67
Tillman Park Building	714	large, fenced field with a baseball diamond, a playground, a picnic area, grills and a promenade with a gazebo.	4	8	12	2	1	15	\$135.00	\$145.00	\$150.00	\$2,060	\$2.89
Woodstock Park Recreation	1,777	Picnic areas, softball field, and soccer/football field.	4	8	12	2	1	15	\$135.00	\$145.00	\$150.00	\$2,060	\$1.16
Building 134, Gymnasium - Alameda Point	5,450		4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$0.57
Public Safety Buildings													
Police Station - 1555 Oak Street	35,184		6	16	22	2	1	25	\$135.00	\$145.00	\$150.00	\$3,410	\$0.10
Police Evidence Building	4,263		2	4	6	2	1	9	\$135.00	\$145.00	\$150.00	\$1,250	\$0.29
Fire Station #1 - 1300 Park Street	12,742		4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$0.25
Fire Station #2 - 635 Pacific Avenue	5,575		2	4	6	2	1	9	\$135.00	\$145.00	\$150.00	\$1,250	\$0.22
Fire Station #2 - Garage Building	855		1	2	3	2	1	6	\$135.00	\$145.00	\$150.00	\$845	\$0.99
Fire Station #2 - Paint Shed Building	64		1	2	3	2	1	6	\$135.00	\$145.00	\$150.00	\$845	\$13.20
Fire Station #4 - 2595 Meacham Road	11,234		4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$0.28
Building 522, Training Center - Alameda Point	3,400		4	16	20	2	1	23	\$135.00	\$145.00	\$150.00	\$3,140	\$0.92