

ORIGINAL

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 27th day of August 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **BROWN REYNOLDS WATFORD (BRW) ARCHITECTS, INC.**, a Texas corporation whose address is **1620 Montgomery Street, Suite 320, San Francisco, CA 94111**, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Consultant desire to enter into an agreement for schematic design, final design and preparation of construction documents, and assistance during the bidding and construction phases of the City of Alameda Emergency Operations Center, 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 15th day of October 2013, 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 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. Payment shall be made by checks drawn on the treasury of the City, to be taken from CIP 9061401.

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 "B" unless mutually agreed upon in writing. Extra work must be approved to in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Compensation for this contract shall not exceed \$242,500.

4. TIME IS OF THE ESSENCE:

Consultant 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 Consultant 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 Consultant 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 Consultant 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 it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Consultant, 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 Consultant 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 Consultant 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:

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

6. INDEPENDENT PARTIES:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under

the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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 or active 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 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 \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
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Property Damage:	\$1,000,000 each occurrence
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or

Combined Single Limit:	\$2,000,000 each occurrence
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(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards and commissions, officers, and employees 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: Robert Haun, Acting Public Works Director
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

BRW Architects
1620 Montgomery Street, Suite 320
San Francisco, CA 94111
Attention: F. Christopher Ford, AIA
Ph: (415) 749-2670 / Fax: (415) 749-2672

18. TERMINATION:

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

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. 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 state or federal laws and all ordinances, rules and regulations enacted or issued by City.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. ADVERTISEMENT:

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

23. WAIVER:

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

24. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

25. INSERTED PROVISIONS:

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

26. CAPTIONS:

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

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

BRW Architects
A Texas Corporation


F. Christopher Ford, AIA
Principal


Mark Watford, FAIA
Managing Principal


CITY OF ALAMEDA
A Municipal Corporation


John A. Russo
City Manager

RECOMMENDED FOR APPROVAL:

Robert G. Haun
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney


Stephanie Garrabrant-Sierra
Assistant City Attorney

**City of Alameda Emergency Operations Center
Architectural and Engineering Scope of Work
August 20, 2013**

EXHIBIT A

BACKGROUND:

BRW is a firm with extensive experience providing public safety design services for cities, counties and fire districts throughout northern California. As Project Architect, F. Christopher Ford has dedicated the past twenty-two years as architect and project leader for multiple public safety projects including fire stations, headquarters stations, training centers and emergency operations centers.

PROJECT APPROACH:

The project improvements will consist of:

1. Perimeter site and street improvements including utility tie-ins and curb cuts for both the Emergency Operations Center (EOC) and future Fire Station No. 3.
2. On-site improvements integral for the operation of the EOC. This includes the driveway approaches, parking lot improvements, perimeter fencing and gates, site lighting and landscape.
3. Limited accommodations for the future Fire Station No. 3 including building pad preparation, utility rough-ins, and storm drain protection measures.
4. The completion of the Emergency Operations Center, including all finishes, fixtures and equipment for a facility that is ready for furnishings and occupancy. The emergency generator will be sized and installed with capacity to serve both the EOC as well as the future Fire Station No. 3.

The current budget for improvements is \$2,300,000 - \$2,500,000.

The project design review and approvals will consist of:

1. Site Master Plan and Landscape Planting for the entire site.
2. Use Permit and Mitigated Negative Declaration.
3. Final exterior design of the EOC.
4. Final design of site improvements integral to the EOC.

City of Alameda Emergency Operations Center
Architectural and Engineering Scope of Work
August 20, 2013

TASK 1: PLANNING SUBMITTAL AND APPROVALS

TASK 1 SCOPE OF WORK

The task includes the completion of the site master plan and schematic design of the EOC.

Design

- Completion of the Exterior Design
- Completion of landscape design plan for entire site
- Coordination with civil engineering

Planning Submittal

- Planning submittal drawings for agency distribution and review.

Meetings and Presentations

- Neighborhood design progress meeting, completed July 1, 2013
- Initial pre-submittal meeting with the Planning Department to coordinate forms and copies.
- (2) public hearings for the Planning Board and (1) City Council for the Use Permit

TASK 1 DELIVERABLES

- A. Project Status Reports and Issue Tracking List
 - Compiled and distributed in the same format as the Feasibility Study.
- B. Planning Review Drawings:
 - Title Sheet
 - Site Plan and Site Section
 - Landscape Planting Plan
 - Floor Plans
 - Presentation rendered exterior elevations
- C. Presentation Materials
 - 3-D rendering - street view from Buena Vista
 - Color and Materials board
- D. Planning Department Forms and Applications

Services Provided by the City of Alameda

- Topographic and Boundary Survey
- If required as a part of the design review and approval, construction of on-site temporary improvements such as markers or "story poles".

TASK 1 PROFESSIONAL SERVICE FEES:

Neighborhood Presentation (Completed July 1)	\$ 500
Exterior Design / Site Design	\$ 9,000
Civil / Utility Schematic Design	\$ 3,500
Planning Submittal Drawings and Application	\$ 6,000
Landscape Planting Plan	\$ 6,000
3-D Rendering of EOC	\$ 2,500
TOTAL TASK 1:	\$ 27,500

City of Alameda Emergency Operations Center
Architectural and Engineering Scope of Work
August 20, 2013

TASK 2: ENVIRONMENTAL SUBMITTAL FOR USE PERMIT

TASK 2: SCOPE OF WORK

Prepare Mitigation and Mitigated Negative Declaration

- The environmental consultant (MBA) will provide appropriate mitigation measures to ensure that any potential impacts would be reduced to a less-than-significant level. In addition to the mitigation measures, MBA will prepare a standard Mitigated Negative Declaration (MND) pursuant to CEQA Guidelines Section 15071.

Publish IS/MND.

- It is assumed that the City of Alameda will prepare all public notices (NOI, NOC, newspaper notices, citizen mailings, etc.) and will be responsible for further distribution of the IS as required by law. MBA will review the Notice of Completion (NOC) form and submit 15 copies of the IS to the State Clearinghouse.

Final MND, Prepare Mitigation Monitoring and Reporting Program, and Response to Comments.

- This task allows for up to 20 hours of time to finalize the CEQA documentation and prepare the requisite Mitigation Monitoring and Reporting Program (MMRP), which would include revising mitigation measures included in the public draft IS to address agency comments.
- This task includes the formal preparation of a Response-to-Comments document. To this end, MBA will prepare written responses to comments received during the public review period and submit them for City staff review within 15 days of receipt of comments from the City. The responses to comments will be prepared based on the requirements of CEQA Statutes and Guidelines. It is assumed the City will receive all public comments and compile them in an easily referenced (i.e., table) format. Responses that are within this proposal's scope of work and budget consist of explanation, elaboration, or clarification of the data contained in the IS, with a budgeted effort of up to 10 hours for technical staff to respond to no more than 15 individual comments.

Meetings and Presentations

- Attendance at the Planning Board and City Council public hearings.

TASK 2 DELIVERABLES

- A. Mitigated Negative Declaration (complete)
- B. Mitigation Monitoring and Reporting Program

TASK 2 PROFESSIONAL SERVICE FEES:

Prepare Mitigation and Mitigated Negative Declaration (MND)	\$ 1,700
Publish Initial Study(IS) / MND	\$ 1,800
Final MND, MMRP, and Response to Comments	\$ 4,800
Attendance at Public Presentations by Environmental Consultant	\$ 1,400
BRW Management and Coordination	\$ 1,800
TOTAL TASK 2:	\$ 11,500

City of Alameda Emergency Operations Center
Architectural and Engineering Scope of Work
August 20, 2013

TASK 3: DESIGN DEVELOPMENT: EOC / SITE

TASK 3: SCOPE OF WORK

The design development further development and definition of preliminary design in compliance with the approved program and budget. It will include a review of the geotechnical report to confirm the pad prep and foundation requirements for the building and paving.

Meetings and Presentations

- Coordination meetings with Leadership Committee
- Programming and design meetings with Design Committee

TASK 3: DELIVERABLES

1. Project Status Reports
 - a. Compiled and distributed in the same format as the Feasibility Study.
2. Reports and Specifications
 - a. Written description of the program requirements, structural, mechanical, electrical and plumbing basis of design, including code requirements, energy conservation goals, and interior quality/comfort standards.
 - b. Outline Specifications to communicate the general quality and of the building materials and assemblies.
 - c. Equipment cut-sheets
3. Design Development Drawings
 - a. Site Plan, including key horizontal control
 - b. Grading and Drainage Plan
 - c. Landscape Plan and Planting Schedule
 - d. Architectural Plans, Elevations, and Building Sections
 - e. Door and Window Schedules with exterior enclosure sketch details
 - f. Building Equipment and Furnishings Plan
 - g. Structural system description with layout of structural members
 - h. Mechanical System Description and plan layout
 - i. Electrical system description-schematic single line.
4. Cost Estimate including the complete EOC, full development of the adjacent site improvements, all utilities and pad prep, support equipment, contractor's overhead/profit and an additive factor for cost escalation.

Services Provided by the City of Alameda

- A. Geotechnical Report

TASK 3 PROFESSIONAL SERVICE FEES:

Architectural	\$ 40,000
Civil	\$ 6,500
Landscape	\$ 2,000
Structural	\$ 10,000
Mechanical, Electrical and Plumbing	\$ 8,000
Cost Estimate	<u>\$ 6,000</u>
TOTAL TASK 3:	\$ 72,500

TASK 4: FINAL CONSTRUCTION DOCUMENTS

Approach:

- A. Production final design and construction documents for permit and bidding for the EOC and surrounding site.
- B. Final Specifications and equipment cut-sheets.
- C. Cost estimate review and modifications to the estimate developed in Task 3

TASK 4 DELIVERABLES:

- 1. Civil
 - a. Site perimeter improvements for the entire site.
 - b. Pad preparation for both the EOC and future Fire Station No. 3
 - c. Storm water control plan for the area of the site to remain undeveloped.
 - d. Underground utility plan, schedules and details for the entire site
 - e. Grading and Drainage Plan and related improvements.
- 2. Landscape and Irrigation for EOC site only
 - a. Complete planting and irrigations plans, schedules and details.
- 3. Architectural Construction Document drawings including
 - a. Title Sheet with Vicinity Map, Project Description and Code Compliance Review
 - b. Site Plan Plans and access transition details
 - c. Floor Plans and Finish Plans
 - d. Roof Plan and details
 - e. Building Sections and wall details
 - f. Exterior Elevations and details
 - g. Interior Elevations and details
 - h. Door and Window Schedules and details
- 4. Structural Engineering
 - a. Final design and calculations
 - b. Foundation and framing plans, schedule and details.
- 5. Mechanical and Plumbing Engineering
 - a. Final design and calculations
 - b. Mechanical plans, details and schedules
 - c. Plumbing plans, details and schedules
- 6. Electrical Engineering
 - a. Final design and calculations
 - b. Power, lighting and equipment service plans, schedules, and details.
 - c. Exterior lightning plan, schedules, and details.
 - d. Emergency power system design to account for the demand of the future Fire Station 3.
- 7. Final product specifications
- 8. Cost estimate revisions to account for final design.
- 9. City of Alameda Building Department submittal and plan check response

Services Provided by the City of Alameda

- Permit and Inspection Fees

City of Alameda Emergency Operations Center
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August 20, 2013

TASK 4 PROFESSIONAL SERVICE FEES:

Architectural	\$ 40,000
Civil / Utilities	\$ 8,000
Landscape	\$ 5,000
Structural	\$ 20,000
Mechanical, Electrical and Plumbing	\$ 15,000
Cost Estimate	\$ 1,000

TOTAL TASK 4: \$ 89,000

TASK G: BIDDING SERVICES

The Bidding process consists of both documentation and administrative tasks. BRW will support the City of Alameda in their leading of the bidding process.

Bidding Services and Deliverables:

1. Production of bid documents to include Final General Requirements of Construction
2. Review and coordination of the "Division 0" contract documents provided by the City of Alameda
3. Answer bid questions and clarify plans and specifications.
4. Production of bid addenda text and exhibits
5. Assist the City of alameda in analyzing bids.

Provided by the City of Alameda

- Division "0" including Bid Instructions, Contract, and General Conditions
- Printing costs
- Bid administration including notifications, meetings, distribution of bid documents.

ESTIMATED FEE FOR TASK 5: \$ 6,000

TASK 6: CONSTRUCTION SUPPORT SERVICES

Approach:

- A. Weekly meetings during the construction to answer questions, review design issues and coordinate the schedule.
- B. Periodic construction progress meetings to review the quality of the work and coordinate field adjustments.
- C. Response to construction questions (RFI's) and resolution of design adjustments.
- D. Review of submittals and shop drawings.
- E. Completion review and development of a punch list.

Deliverables:

- A. RFI Responses
- B. Modification Exhibits
- C. Submittal and Shop Drawing response
- D. Punchlist
- E. As-built drawings
- F. Post occupancy inspections, warranty support, and correction of defects.

ESTIMATED FEE FOR TASK 6: \$ 36,000

**City of Alameda Emergency Operations Center
Architectural and Engineering Hourly Rates
August 20, 2013**

EXHIBIT B

HOURLY RATES

BRW Architects

Senior Principal:	\$ 240
Project Manager/Project Architect:	\$ 180
Project Coordinator:	\$ 120
Designer/Drafter:	\$ 70 to \$ 95
Specification Writer	\$ 120
Admin Staff:	\$ 70

Environmental Planning Consultants

Principal:	\$ 160 to \$ 270
Senior Project Manager:	\$ 110 to \$ 175
Environmental Planner:	\$ 70 to \$ 95
Environmental Analyst:	\$ 60 to \$ 90

Civil/Traffic/Geotechnical Engineering Consultants

Principal:	\$ 180
Project Manager:	\$ 135
Project Engineer:	\$ 105
CAD/Technician:	\$ 85



The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

EDWIN REYNOLDS WATERFORD ARCHITECTS, INC.

CHARTER NUMBER 01401686

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAY 20, 1996

EFFECTIVE MAY 20, 1996

Antonio O. Garza, Jr.

Antonio O. Garza, Jr., Secretary of State

ARTICLES OF INCORPORATION
OF
BROWN REYNOLDS WATFORD ARCHITECTS, INC.

FILED
In the Office of the
Secretary of State of Texas
MAY 20 1996
Corporations Section

I, the undersigned natural person of the age of eighteen years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Act, hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

The Name of the Corporation is **Brown Reynolds Watford Architects, Inc.**

ARTICLE II

The period of its duration shall be perpetual.

ARTICLE III

The purpose for which the Corporation is organized is for the transaction of all lawful business.

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is One Million (1,000,000) of the par value of One Dollar (\$1.00).

ARTICLE V

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of One-Thousand Dollars (\$1,000), consisting of money, labor done, or property actually received.

ARTICLE VI

The street addresses of the initial registered offices of the Corporation are as follows:

3535 Travis Street, Suite 250, Dallas, Texas 75204

and the name of its initial registered agent Jeffrey J. Brown.

ARTICLE VII

The number of directors constituting the initial Board of Directors is one (1) and the name and address of the person who is to serve as Director until the first annual meeting of its shareholders, or until his successors are elected and qualified are:

Jeffrey J. Brown

3535 Travis Street, Suite 250
Dallas, Texas 75204

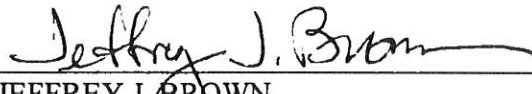
ARTICLE VIII

The name and address of the incorporator is:

JEFFREY J. BROWN

3535 TRAVIS STREET, SUITE 250
DALLAS, TEXAS 75204

IN WITNESS WHEREOF, I have hereunto set my hand this the 15th day of MAY, 1996.



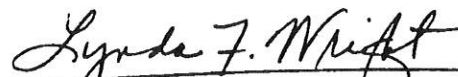
JEFFREY J. BROWN

STATE OF TEXAS

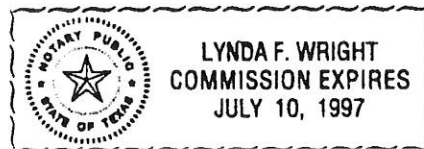
COUNTY OF DALLAS

Sworn to and subscribed before me by May, 1996.

this 15 day of



Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2013

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 McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway Suite 220 Dallas TX 75240	CONTACT NAME: Patrick P McLaughlin PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:														
INSURED Brown Reynolds & Watford Architects, Inc. 3535 Travis, #250 & #260 LB 102 Dallas TX 75204	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Trav Prop Casualty Co of Am.</td><td>25674</td></tr><tr><td>INSURER B: Travelers Lloyds Ins. Company</td><td>41262</td></tr><tr><td>INSURER C: Charter Oak Fire Insurance Co.</td><td>25615</td></tr><tr><td>INSURER D: Catlin Insurance Company, Inc.</td><td>19518</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Trav Prop Casualty Co of Am.	25674	INSURER B: Travelers Lloyds Ins. Company	41262	INSURER C: Charter Oak Fire Insurance Co.	25615	INSURER D: Catlin Insurance Company, Inc.	19518	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 18559

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	Y	Y	PACP552M0916	12/20/2012	12/20/2013	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 1,000,000
							MED EXP (Any one person)
							\$ 10,000
							PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ 2,000,000
							\$
C	AUTOMOBILE LIABILITY	Y	Y	BA2A266690	12/20/2012	12/20/2013	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident)				
			\$				
			PROPERTY DAMAGE (Per accident)				
			\$				
			\$				
A	UMBRELLA LIAB	Y	Y	CUP3616T685	12/20/2012	12/20/2013	EACH OCCURRENCE
	<input checked="" type="checkbox"/> EXCESS LIAB						\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ 5,000,000
			\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$
			E.L. DISEASE - EA EMPLOYEE				
			\$				
			E.L. DISEASE - POLICY LIMIT				
			\$				
D	Professional Liability	N	Y	AED-673237-0114	1/22/2013	1/22/2014	Per Claim
	\$ 2,000,000						
							Annual Aggregate
							\$ 4,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. City of Alameda, its City Council, boards and commissions, officers and employees are named as additional insured on the general, auto and umbrella liability as required by contract. A waiver of subrogation is in favor of the additional insured on all policies.

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER

Lucretia Akil 9-19-13
Date

Lucretia Akil, City Risk Manager

CANCELLATION

City of Alameda - Public Works Department
Attn: Robert Haun, Acting Public Work Director
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

Patrick P. McLaughlin

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

CITY OF ALAMEDA

Risk Management

9-19-13

Date

Lucretia Akil, City Risk Manager

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

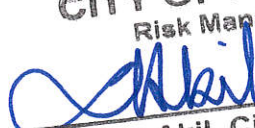
- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

CITY OF ALAMEDA
Risk Management
 Date 9-19-13
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:


BUSINESS AUTO 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.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision**:

Any person or organization that you are required to include as additional insured on the Coverage Form in

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

CITY OF ALAMEDA
Risk Management
 Date 9-19-13
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

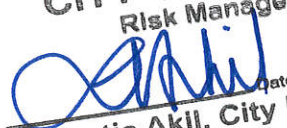
With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

CITY OF ALAMEDA
Risk Management

Date 9-19-13
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:


COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph 2.f. of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

- f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "un-

derlying insurance", and, the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

CITY OF ALAMEDA
Risk Management

Date 9-19-13
Lucretia Akil, City Risk Manager



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

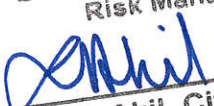
This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
subsequent to the execution of the contract or agreement.

CITY OF ALAMEDA
Risk Management
 Date 9-19-13
Lucretia Akil, City Risk Manager

SOI6583



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2013

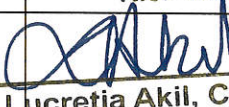
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN 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 Commercial Lines - 800-868-8834 Wells Fargo Insurance Services USA, Inc. 6100 Fairview Road Charlotte, NC 28210	CONTACT NAME: PHONE (A/C, No, Ext): 888-572-2412 FAX (A/C, No): ext 7618 E-MAIL ADDRESS: certs@soi.com														
INSURED Strategic Outsourcing, Inc. F/W/L Brown Reynolds Watford Architects, Inc. PO Box 241448 Charlotte, NC 28224	<table border="1"> <tr> <th data-bbox="816 459 1385 485">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1385 459 1507 485">NAIC #</th> </tr> <tr> <td data-bbox="816 485 1385 512">INSURER A: Hartford Accident and Indemnity Company</td> <td data-bbox="1385 485 1507 512">22357</td> </tr> <tr> <td data-bbox="816 518 1385 546">INSURER B:</td> <td data-bbox="1385 518 1507 546"></td> </tr> <tr> <td data-bbox="816 552 1385 579">INSURER C:</td> <td data-bbox="1385 552 1507 579"></td> </tr> <tr> <td data-bbox="816 585 1385 613">INSURER D:</td> <td data-bbox="1385 585 1507 613"></td> </tr> <tr> <td data-bbox="816 619 1385 646">INSURER E:</td> <td data-bbox="1385 619 1507 646"></td> </tr> <tr> <td data-bbox="816 653 1385 680">INSURER F:</td> <td data-bbox="1385 653 1507 680"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Accident and Indemnity Company	22357	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 6564775**REVISION NUMBER:** See below

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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<div style="text-align: center;">  CITY OF ALAMEDA Risk Management Date <u>9-19-13</u> Lucretia Akil, City Risk Manager </div>			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$												
A ✓	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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		22WNG30311	03/01/2013	03/01/2014	<table border="1"> <tr> <td data-bbox="1109 1274 1239 1302">X WC STATUTORY LIMITS</td> <td data-bbox="1247 1274 1320 1302">OTHER</td> <td data-bbox="1328 1274 1507 1302"></td> </tr> <tr> <td data-bbox="1109 1308 1239 1335">E.L. EACH ACCIDENT</td> <td data-bbox="1247 1308 1320 1335"></td> <td data-bbox="1328 1308 1507 1335">\$ 1,000,000</td> </tr> <tr> <td data-bbox="1109 1341 1239 1369">E.L. DISEASE - EA EMPLOYEE</td> <td data-bbox="1247 1341 1320 1369"></td> <td data-bbox="1328 1341 1507 1369">\$ 1,000,000</td> </tr> <tr> <td data-bbox="1109 1375 1239 1402">E.L. DISEASE - POLICY LIMIT</td> <td data-bbox="1247 1375 1320 1402"></td> <td data-bbox="1328 1375 1507 1402">\$ 1,000,000</td> </tr> </table>	X WC STATUTORY LIMITS	OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	
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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: EOC/Firestation 3.

Applies only to Brown Reynolds Watford Architects, Inc.'s employees who have been assigned to Strategic Outsourcing, Inc. pursuant to the terms of a fully executed service agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda Public Works Dept Robert Haun 950 West Mall Square Room 110 Alameda CA 94501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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