

## **CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF ALAMEDA, a municipal corporation ("City"), and Placeworks, a California corporation, whose address is 1625 Shattuck Avenue, Suite 300, Berkeley, CA 94709 ("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 Design of Jean Sweeney Open Space Park ("the Project") 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 effective date of this fully executed agreement, and shall terminate two years after the effective date unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

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

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" 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 the Jean Sweeney Open Space Park Capital Improvement Project (CIP) fund.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written invoice detailing what work it has done the previous month and the percentage of the Phase or Phases that it has completed. City shall review the invoice and if the City is in agreement, it shall pay Consultant for 100% of the invoiced amount. Monthly payments shall not be construed as City's acceptance of defective work.

Based upon Consultant's construction drawings, City intends to put the Project out to bid first for Phase 2 – Eastern End. If the subsequent, lowest responsible construction bid for Phase 2 comes in more than 10% over Consultant's Engineer's Estimate, Consultant shall work with the City to value engineer the Project and provide, at no cost to the City, revised construction drawings.

4. **TIME IS OF THE ESSENCE:**

Time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant shall perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and 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, 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. 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: \$500,000 each occurrence  
\$1,000,000 aggregate - all other  
Property Damage: \$100,000 each occurrence  
\$250,000 aggregate  
If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.
- (3) **Automotive:**  
Comprehensive automotive liability coverage in the following minimum limits:  
Bodily Injury: \$500,000 each occurrence  
Property Damage: \$100,000 each occurrence  
or  
Combined Single Limit: \$500,000 each occurrence
- (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:**

**D. SUBROGATION WAIVER.**  
In the event of loss due to any of the perils for which Consultant has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to

subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

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

**D. ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability 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. SUBCONSULTANT APPROVAL:**

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

the performance of this Agreement.

In the event that Consultant employs subconsultants, such subconsultants 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 its 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  
2226 Santa Clara Avenue  
Alameda CA 94501  
Attention: Recreation and Park Director

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

Placeworks  
1625 Shattuck Avenue, Suite 300  
Berkeley, CA 94709  
Attn: Principal, Sarah Sutton

**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. COMPLIANCES:**

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

**20. 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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

*\* Signatures on Next Page \**

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

PLACEWORKS  
A California Corporation

By [Signature]

Title CEO

By [Signature]

Title PRINCIPAL

CITY OF ALAMEDA  
A Municipal Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By [Signature]

Title Interim Asst. City Manager

APPROVED AS TO FORM:  
City Attorney

By [Signature]

Title Senior Assist. - City Attorney



**TABLE 1 WORK PROGRAM SUMMARY**

**I. PRELIMINARY INVESTIGATION & DESIGN**

**Task A: Project Initiation & On-Going Tasks**

- |  |                             |
|--|-----------------------------|
| 1. Project Kick-Off Meeting/Staff Meeting #1 | 2. Community Input Meetings |
|  | 3. Ongoing Tasks            |

**Task B: Existing Conditions & Background Information**

- |                           |                                |
|---------------------------|--------------------------------|
| 1. Background Data Review | 3. Site Assessment             |
| 2. Base Map               | 4. Existing Conditions Summary |

**Task C: Preliminary Design Approval**

- |  |   |
|--|---|
| 1. Staff Meeting #2                                | 6. Staff Meeting #4                       |
| 2. Master Plan Design Development                  | 7. Final Site Concept Design              |
| 3. Staff Meeting #3                                | 8. Steering Committees Combined           |
| 4. Jean Sweeney Open Space Park Steering Committee | 9. City Staff Meeting #5                  |
| 5. Community Garden Steering Committee             | 10. Recreation & Parks Commission Meeting |

**II. PROJECT FINALIZATION**

**Task A: Draft Construction Plans & Specifications**

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| 1. 60% PS&E Submittal                 | 3. 95% PS&E Submittal/City Plan Check |
| 2. City Staff Meeting #6 – 60% Review | 4. City Staff Meeting #7 – 95% Review |

**Task B: Final Construction Plans & Specifications**

- |  |                            |
|--|----------------------------|
| 1. 100% PS&E Submittal                 | 3. Final Bid Set Submittal |
| 2. City Staff Meeting #8 – 100% Review |                            |

**Task C: Construction Administration & As-Built Construction Plans**

- |                              |                                    |
|------------------------------|------------------------------------|
| 1. Pre-Bid Meeting           | 3. Construction Administration     |
| 2. Bid Evaluation Assistance | 4. As-Built Construction Documents |

**Task D: Interpretive Signage Content Development & Design**

- |                        |                               |
|------------------------|-------------------------------|
| 1. Content Development | 2. Fabrication & Installation |
|------------------------|-------------------------------|

## 2. Community Input Meetings

The PlaceWorks team will ensure there is effective, targeted input from the Steering Committees already in place on the project. The work to date by these various user groups has solidified a direction for the park and their continued input will help to ensure that the vision is realized as originally conceived. These Steering Committee meetings are described in chronological order below in Task C:

- Jean Sweeney Open Space Park Steering Committee
- Community Garden Steering Committee
- Steering Committees Combined
- Recreation and Parks Commission

## 3. Ongoing Tasks

As part of a series of on-going project management tasks, PlaceWorks will perform the typical tasks related to project management and construction document submittals including the following:

- **Cost Estimates.** Preliminary estimates will be prepared as outlined and discussed within the scope of work. During Task C, cost estimates will be prepared as part of the preferred design and final design (augmented from the master plan). Upon approval of the augmentation of the master plan, cost estimates will be prepared as part of the PS&E packages at 60%, 95%, and 100% submittals, organized by CSI/Specification sections. The Final Bid Estimate and Bid Form will be submitted to the City for the contractor bidding phase.
- **Utilities Services/Engineering.** BKF Engineers will lead this effort throughout the design phase of the project. Utility mapping is included as part of the additional topographic surveys needed for specific areas of improvements within the park. Coordination with utility agencies will occur during the construction documents phase of the project.
- **Staff Meetings.** PlaceWorks will facilitate staff meetings for the project. Staff Meetings are listed within the scope of work at key opportunities to check in on the design progress for feedback and direction. Meetings may be held as conference calls, in-person meetings, or as site tours, and will be strategically timed for key product reviews and/or prior to outreach efforts. This scope assumes eight focused staff meetings, including those listed in this scope of work; additional meetings can be negotiated as necessary.
- **Monthly Invoicing.** PlaceWorks invoices on a monthly basis and will provide itemized invoices for staff hours, sub-consultant invoice back up, and reimbursable expense receipts as necessary.

### *Task B. Existing Conditions and Background Information*

In this task, the PlaceWorks team will review existing data and analyze the site, and prepare an existing conditions memorandum and graphic as described in Task B.4.

#### **1. Background Data Review**

The PlaceWorks team will review existing data, as-built drawings, and any previous studies to be provided by the City. The City will provide all pertinent data, including standards for details, available aerial photography, and as-built drawings for adjacent improvements. City staff will also provide information regarding the history of the site, including current issues of concern, and building information.

- Aerial Maps of area
- Right-of-way (ROW) maps of surrounding area
- Geotechnical Report for entire site (by separate City consultant)
- Wetlands Delineation for entire site (by separate City consultant)
- IS/MND and Mitigation Measures
- Alameda Municipal Code Regulations (including protected tree removal policies)
- Alameda Master Street Plan
- Status of Soil Remediation Report -Remediation Action Work plan (RAW)
- Input from Stakeholders
- Alameda Point Collaborative Feasibility Study for 2-Acre Community Garden
- Updated Del Monte plans for Sherman Road Realignment, including Grading Plans
- Cross Alameda Trail Construction Documents (Phase 1)
- Urban Farm and Garden Plan

- AC Transit Bus Service Plans (Including Potential BRT plans)
- Utility Maps and Master Plans

## 2. Base Map

The PlaceWorks team will prepare a base map for the Preliminary Concept Plan utilizing information provided by the City, including existing site plans, as-builts, and research of utility company information. This base will be prepared to a scale suitable for developing the alternative and final concept plans on construction document sheets. Because the majority of the site is only represented by an aerial survey, BKF will conduct a supplemental field survey to document areas where more detail is necessary. It is anticipated that these areas will be:

- Accessible connections between the park and the public right of way
- Miscellaneous structures planned for demolition
- Protected and/or historic trees

Products: *Additional Survey and Project Base Map*

## 3. Site Assessment

The PlaceWorks team will conduct a site visit to gather initial field data first-hand and envision potential design modifications. PlaceWorks will conduct a general analysis of the site, including, but not limited to, the following:

- Adjacent properties and neighborhood
- Pedestrian/Bicycle access
- Street parking
- Tree plantings and other landscaping
- Maintenance issues
- Location of existing stormwater utilities
- Edges, gateways, landmarks, and landscape features
- Visibility and sight lines
- Vehicular maintenance and visitor circulation
- ADA access
- Views and unique features
- Safety and Lighting
- Drainage patterns and infrastructure
- Utility points of connection

### a. Tree Evaluation

PlaceWorks will evaluate the general health and structural condition of the trees growing within or near the construction limits of the park master plan. This evaluation will provide a current evaluation of the trees and an assessment of construction impact. We will review based on the Alameda Municipal Code regulations, and mark on the surveyed base map the exact location of preserved and/or historic trees to be preserved, including species and trunk diameter.

**b. Hydraulic Analysis**

It is understood that the City has a “zero runoff” goal for the park. BKF will gather percolation rate information from the geotechnical report and use this to size the retention ponds. This will determine the feasibility of achieving this goal. If it is determined that the ponds will need to be too large for zero runoff, we will prepare calculations to determine a size that meets the park goals and achieves a net decrease in runoff from the site. BKF will prepare a hydraulic model using StormCAD to size the onsite storm drainage pipes. It is anticipated that this report will also detail the design of the stormwater quality treatment. This information will be submitted to the City in report format with tabular calculations.

*Products: Hydraulic Analysis Report with Calculations*

**c. Remediation Action Work Plan Review**

BKF will review the Remediation Action Work plan (RAW) provided by SLR International, for the purpose of incorporating its stipulations into the final plan set. BKF will coordinate with PlaceWorks on the location of capped soils and the overall master plan concept.

**d. Horticultural Soils Report**

PlaceWorks will obtain on-site soils samples to determine baseline conditions for soil structure, texture, organic matter, and available nutrients at the site analysis phase to inform decisions and confirm assumptions about approaches to planting, soil preparation requirements, and impacts upon project costs. This report will also become the basis for preparing a Bay-Friendly Soil Management Plan, which is also required by the Water Efficient Landscape Ordinance. Should it be determined by the Remediation Action Work Plan that import soil will be required for all planting areas; this test can be deferred until suitable import stockpiles have been identified.

*Products: Horticultural Soils Report*

**4. Existing Conditions Summary**

Using information gathered in Tasks A and B, PlaceWorks will prepare an Opportunities and Constraints Summary Memorandum to summarize the information inventoried by the team. The opportunities and constraints will be developed based on the layout and direction of the master plan and will include a diagram overlay of the master plan concept that will highlight changes (if any) to the master plan concepts based on existing conditions, including circulation patterns, retention of existing vegetation, views to and from the site, spatial changes to outdoor spaces, and locations and opportunities for connections between and the renovation of any existing elements in the project area. These graphics will help communicate and illustrate informed design decisions. The Memorandum will be submitted to City staff for review and comment.

*Products: Existing Conditions Memo and Master Plan Graphic: Site Assessment*

### **Task C. Preliminary Design Approval**

In this Task, PlaceWorks will work with the City to engage the existing Steering Committees and develop preliminary and final site concept designs for the Jean Sweeney Open Space Park.

#### **1. City Staff Meeting #2**

The PlaceWorks team will meet with City staff to review the Existing Conditions Memorandum and potential deviations from the Master Plan concept. The design team will discuss the preliminary layout and detailing for the park, including preliminary concept alternatives for areas of the site.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

#### **2. Master Plan Design Development**

PlaceWorks will prepare an updated Master Plan drawing with options, as appropriate, for key areas. Documents will include cross sections of the park's key areas with proposed grades; educational opportunities and themes for design and interpretive signage, and optional materials and approaches to details throughout the park. A layout of the plaza areas for scale and opportunities for programming and/or circulation, as well as the historic rail yard house and preliminary grading studies, will address potential programmatic uses. PlaceWorks will also update the Idea Book with suggested imagery, details and materials for review with City staff and at the subsequent Steering Committee meetings.

BKF will assist in the conceptual design and layout for the stormwater retention features. The layout of these features will conform as closely as possible to the water retention areas shown within the conceptual park masterplan. However, there may need to be modifications to provide the amount of storage necessary to achieve the City's goal of zero stormwater runoff from the site post construction. BKF and PlaceWorks will work together to prepare a concept that is both effective as a stormwater management feature as well as an attractive park amenity. Draft concept alternative plans will be submitted to City staff for review and refinement prior to the development of a final concept design, along with order of magnitude cost estimates.

*Products: Updated Master Plan Graphic, Site Cross-Sections, up to four Plan Enlargements of key areas, Preliminary Stormwater Layout Diagram, an updated Idea Book with Photos/Graphics and Preliminary Cost Estimate*

#### **3. City Staff Meeting #3**

The PlaceWorks team will meet with City staff to review the plans, stormwater concepts, Idea Book and preliminary cost estimate and to discuss the approach and agenda for the Steering Committee Meetings.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

#### **4. Jean Sweeney Open Space Park Steering Committee**

PlaceWorks will facilitate a meeting with the Jean Sweeney Open Space Steering Committee to review the process to date and to discuss the Preferred Conceptual Design for the site. After an overview of the conceptual design process and the Preferred Plan and its elements, attendees will provide input and feedback on the plans to date. PlaceWorks will summarize the comments and identify where consensus has been attained.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

#### **5. Community Garden Steering Committee**

PlaceWorks will facilitate a meeting with the Community Garden Steering Committee to review the process to date and to discuss the Preferred Conceptual Design for the site. After an overview of the conceptual design process and the Preferred Plan and its elements, attendees will provide input and feedback on the plans to date. PlaceWorks will summarize the comments and identify where consensus has been attained.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

#### **6. City Staff Meeting #4**

PlaceWorks will meet with City staff to discuss input from the two Steering Committee meetings and agree on the direction for the Final Site Concept Plan.

*Products: Meeting Agenda, Meeting Summary Notes*

#### **7. Final Site Concept Design**

Based on direction from the City and input received at the Steering Committee meetings, the PlaceWorks team will create a Final Site Concept Plan for presentation to the combined Steering Committees. The documents will include an AutoCAD base plan with the overall site and trail layout, sketches and sections to illustrate key areas, an updated Idea Book with photos and graphics to help convey the vision and character of the final design.

PlaceWorks will also fill out the Bay-Friendly scorecard to assess the project goals and preliminary elements to be considered when preparing the construction documents.

BKF will prepare a cost estimate for Civil Sitework items associated with the Final Concept Design, and PlaceWorks will compile and insert additional estimate information from each of the disciplines within the PlaceWorks team.

*Products: Final Site Concept Plan (in AutoCAD), Sketches and Sections, Idea Book, Final Cost Estimate, Bay-Friendly Scorecard*

#### **8. Steering Committees Combined**

PlaceWorks will facilitate a meeting with both Steering Committees to review the Final Conceptual Design for the site.

Products: *Meeting Agenda and Presentation Materials, Meeting Summary Notes*

## 9. City Staff Meeting #5

PlaceWorks will meet with City staff to review input from the Steering Committees and the proposed Final Site Concept Design. The City will also provide comments on the Bay-Friendly scorecard and goals, to verify the design intent prior to initiating construction documents.

Products: *Meeting Agenda and Presentation Materials, Meeting Summary Notes*

## 10. Recreation and Parks Commission Meeting

PlaceWorks will present the Final Site Concept Design to the Recreation and Parks Commission for review and acceptance. A summary of comments received from the Steering Committees will be provided as part of the presentation.

Products: *Presentation Materials, Meeting Summary Notes*

# II. PROJECT FINALIZATION

## Task A. Draft Construction Plans and Specifications

In this task, the PlaceWorks team will move into the construction documents phase through to project design finalization.

### 1. 60% PS&E Submittal

The PlaceWorks team will prepare a 60% submittal set including plans, technical specifications and cost estimate, and submit the set for review. The City will provide a sample bid set of an approved and recently bid large park project to be used as a reference.

#### a. Plans

The preliminary list and count of the construction document sheet set is anticipated to include approximately 90 to 100 sheets and is listed in Table 2. We believe for the purpose of clarity that construction document plans are best prepared at 1:20 scale (some plans are represented at 1:40 scale where appropriate).

**TABLE 2 PRELIMINARY CONSTRUCTION DOCUMENT SHEETS (60% 95%, 100% BID SET)**

SHEET TITLE	RESPONSIBILITY	SHEETS
Title Sheet and Location Map	PlaceWorks	1
Notes, Legend and Abbreviations	PlaceWorks	1
Construction Area Signs	BKF	2
Existing conditions /BASE @ 1:40	BKF	4



**TABLE 2 PRELIMINARY CONSTRUCTION DOCUMENT SHEETS (60% 95%, 100% BID SET)**

SHEET TITLE	RESPONSIBILITY	SHEETS
Erosion Control Plans @ 1:40	BKF	4
Erosion Control Details	BKF	1
Demolition Plans @ 1:20	BKF	8
Drainage & Utility Plan (C.3/Calcs)	BKF	4
Drainage Profiles	BKF	1
Civil Construction Details	BKF	3
Grading, Drainage & Utility Plans @1:20	BKF	8
Layout Plans @1:20	PlaceWorks	8
Detail Reference Plan @1:20	PlaceWorks	8
Electrical Plans @1:20	Engineering Ent	8
Electrical Details	Engineering Ent	1
Irrigation Plans @1:20 WELO Calcs & Submittals	Brookwater	8
Planting Plan @1:20 Bay Friendly Score Card	PlaceWorks	8
Construction Details	PlaceWorks	10
Irrigation Details	Brookwater	2
Planting Details	PlaceWorks	2
Interpretive Signage Plan & Details	PlaceWorks (Optional)	4

**b. Utility Coordination**

BKF will assist PlaceWorks with the direction and verification of existing utilities with the information gathered from as-builts and field surveys. If it is anticipated that there are existing utilities which will interfere with the placement of gravity-fed utilities, BKF will recommend the City conduct potholing at these locations. This will allow for solutions to be determined prior to contractor mobilization. BKF will coordinate with utility agencies as necessary, though it is anticipated that the City is in coordination with EBMUD already for water service application associated with Phase 1 and that our sub-consultant on this project, Engineering Enterprise, has already prepared an application for electricity as part of the Phase 1 Trail Project. Sanitary and Storm drain utilities are City-owned.

**c. Supplemental Topographic Survey**

Once the conceptual layout is approved, BKF will review the layout to determine where additional surveying will be necessary to refine the project design. It is anticipated that an additional two days of survey will be sufficient to verify existing conditions affecting the project design.



**d. Erosion Control and Stormwater Management**

BKF will provide the "Cleanwater checklist" for the City and an erosion control plan. BKF will assist the City in setting up the State's SMART website. The preparation of the NOI, and the SWPPP will be included in the contractor's scope of work, as well as the monitoring of the site's stormwater measures during construction. BKF will identify the Contractor's responsibilities in the plans and specifications.

**e. Technical Specifications (CSI Format)**

The PlaceWorks team will prepare detailed construction specifications using the CSI format. Each section will identify standards, materials, and execution criteria, and will indicate measurement and payment. The draft specifications will be submitted with the construction drawings at the 60% submittal stage.

**f. Cost Estimate**

The PlaceWorks team will produce a detailed cost estimate for the construction of the project at the 60% stage. The format will include estimated quantities as appropriate for the City to prepare a bid form in the final bid proposal.

*Products: 60% PS&E Submittal; PDFs of the drawings, specifications, and cost estimates will be provided electronically. 1 set Full Size hard copies will be submitted for review.*

**2. City Staff Meeting #6 – 60% Review**

Following a 3-week review period, City staff will provide PlaceWorks with one set of consolidated review comments prior to the review meeting. PlaceWorks will meet with City staff, including representatives from key City departments such as AMP, Public Works, Fire and Building, to review comments on the 60% set and clarify any questions that may arise.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

**3. 95% PS&E Submittal/City Plan Check**

The PlaceWorks team will prepare a response to the 60% review comments that will be forwarded to the City with the 95% submittal. The PlaceWorks team will prepare and submit a set of documents at a 95% level of completion, incorporating comments from the 60% review to submit for review and approval.

*Products: 60% PS&E Submittal Review Comments Response; 95% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 6 sets Full Size hard copies will be submitted for review.*

**4. City Staff Meeting #7 – 95% Review**

Following a 3-week review period, City staff will provide PlaceWorks with one set of consolidated review comments prior to the review meeting. PlaceWorks will meet with City staff to review comments on the 95% set and clarify any questions that may arise.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

## **Task B. Final Construction Plans and Specifications**

### **1. 100% PS&E Submittal**

The PlaceWorks team will prepare a response to the 95% review comments that will be forwarded to the City with the 100% submittal. The PlaceWorks team will prepare and submit a set of documents at a 100% level of completion, incorporating comments from the 95% review to submit for review and approval.

*Products: 95% PS&E Submittal Review Comments Response; 100% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 1 set Full Size hard copies will be submitted for review.*

### **2. City Staff Meeting #8 – 100% Review**

Following a 2-week review period by City staff, PlaceWorks will meet with City staff to review comments on the 100% set and clarify any questions that may arise. Prior to this meeting, the City will provide PlaceWorks with one set of consolidated review comments.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

### **3. Final Bid Set Submittal**

After review of final comments from the City, PlaceWorks will incorporate comments and finalize the construction documents for the City to initiate the bid process.

*Products: Final Bid Set PS&E Submittal; Two wet-signed Full-Size Set Copies of the Construction Drawings; a CD Submittal of the Pin ACAD 2012 (saved down as appropriate) Electronic Submittal of Specifications and Cost Estimates; and a "Camera-Ready" Hard Copy of the Specifications and Cost Estimate*

## **Task C. Construction Administration and As-Built Construction Plans**

The PlaceWorks team is available to assist the City with construction administration as needed. In addition, BKF can provide full construction management services if desired by the City. A separate fee estimate can be provided at the City's request. The PlaceWorks team will assist the City throughout the bid process and construction, including the following subtasks. We have listed our assumptions for these tasks below. Additional hours, if required, can be arranged on a time-and-materials basis.

### **1. Pre-Bid Meeting and Assistance**

To assist the City during the bid process, PlaceWorks will:

- Attend one pre-bid meeting to assist City staff in answering contractor questions, prior to the submittal of the bids.

- Prepare technical information or changes to include in addenda being prepared by the City.
- Respond to requests for information.

## **2. Bid Evaluation Assistance**

PlaceWorks will assist the City in reviewing the bids and attend one meeting, if required.

## **3. Construction Administration**

The PlaceWorks team will provide technical assistance throughout construction of buildings and park improvements as noted below. We anticipate the following construction schedule for Phase 2 of the park:

- Startup and demo - 1 month
- Remediation (assuming fairly extensive soil movement) - 2 months
- Mass grading - 1 month
- Main Utilities - 1 month
- Fine grading phase - 2 weeks
- Surface Park improvements and lighting phase 3 months
- Planting and irrigation phase 1 month
- Finalization/Punch list - 6 weeks

### **a. Pre-Construction Meeting**

PlaceWorks will attend a pre-construction meeting with City staff and the Contractor to review the drawings and specs. The City will create an agenda and prepare minutes as a record of the meeting. At the meeting, the project team, including the City project manager, project inspector and contractor will discuss the following:

- Technical and Environmental Issues of Concern, including required Pre-Construction Surveys
- Coordination of site work and remediation
- BFL Rater, hired separately by the City, will attend the meeting and review checklist and scorecard to advise contractor of required submittals.

### **b. Contractor Submittals Review**

PlaceWorks team will review submittals for conformance to plans and specifications and prepare a written response for each submittal. We will also provide submittals as appropriate to the Bay-Friendly Rater for their records.

### **c. Project Coordination Meetings**

PlaceWorks will participate in one project coordination meeting per month of the anticipated 10-12 month construction of Phase 1 in addition to the start-up meeting. For each meeting, the City Inspector will create an agenda and prepare minutes as a record of the meeting. It is anticipated that a majority of the Coordination meetings can be conducted by conference call or go to meeting.

**d. Construction Site Meetings**

PlaceWorks will participate in regular site meetings throughout the duration of the construction period of Phase 1. Throughout the anticipated construction schedule outlined above, not all consultants will be required to be on site. PlaceWorks will attend up to 2-3 site meetings during the first 5 months of the project construction from project start-up to main utilities. Hence forward, Placeworks will attend 12-15 site meetings for the latter 6 month stages. (PlaceWorks totals anticipated meetings 14-18). It is anticipated that site meetings will take approximately 3 hours including travel time.

For each meeting, the City inspector will create an agenda and prepare minutes as a record of the meeting. Additional site meetings, if requested, will be billed on a time-and-materials basis.

**i. Site Reviews**

PlaceWorks will assist in coordinating site reviews by City-hired inspectors and PlaceWorks subconsultants, up to the maximum allowance of hours noted in the cost estimate, including:

- **BKF Civil Engineer.** An allowance of hours is included for BKF, the Civil Engineer on the project. BKF Engineers will attend 10-12 meetings during the first 5 months of the project construction from project start up to main utilities. Hence forward, BKF will attend 2-3 site meetings for the later six month stages. (BKF total anticipated meetings 12-15). Additional site visits, if required, will be billed as an extra task on a time and materials basis.
- **Irrigation Design Review.** An allowance of hours is included for Brookwater, the irrigation designer on the project. Additional site visits, if required, will be billed as an extra task on a time and materials basis.
- **Electrical Subconsultant.** An allowance of hours is included to have TEE review the electrical submittals and record drawings.

**ii. Mock-Ups and Field Samples**

PlaceWorks will review the required mock-ups and field samples as indicated in the Technical Specifications as part of the above construction site meetings. It is the contractor's and City inspector's responsibility to coordinate review of these during part of the above site meetings as part of the agenda.

**iii. Request For Information Response and Review**

PlaceWorks will respond to questions from the Contractor in the field, as requested by the City. An allowance of hours is included in the cost estimate. Additional hours, if requested, will be billed on a time and materials basis. PlaceWorks will respond in a timely and efficient manner to the contractor's requests for additional information. As needed, we will provide sketches, revised plans and/or memos to clarify questions raised in the field. These documents will be dated and numbered sequentially for accuracy and clarity.

**iv. Pre- and Final Site Visit Punch List**

PlaceWorks will develop a draft punch list for the field inspector and contractor's review following a pre-final site visit. PlaceWorks will participate in a final site visit to go over the items in the punch list, once the contractor has indicated the list is complete.

**4. As-Built Construction Documents**

The PlaceWorks team will assist the City with development of as-built drawings to complete the project.

*Products: As built drawings. One Full-Size Set Copy of the As Builts; a CD Submittal of the Plan in ACAD 2012 (saved down as appropriate).*

**Task D. Interpretive Signage and Content Development**

Concurrently with Construction Document preparation, PlaceWorks will work with the City to develop content, graphics and coordinate fabrication of five (5) interpretive signs, working with Fossil Industries as the chosen vendor for the City. The construction documents will include the provision and installation of the signage posts and frames, and installation of the graphic panels by the contractor that will be designed by PlaceWorks and provided separately by the City.

**1. Content Development**

**a. Content Submission**

PlaceWorks will develop draft content for all signs and will submit content to the City in MS Word. The content will include the text and photos to be included, as well as brief descriptions of other graphics. PlaceWorks and the City will have a conference call to review the Content Submission and agree upon a set of revisions to be made.

**b. Draft Graphics Submission**

PlaceWorks will develop and submit the draft graphic layout for all signs with the agreed upon content. PlaceWorks and the City will have a conference call to review the Draft Graphics Submission, and agree upon a set of revisions to be made.

**c. Pre-Final Graphics Submission**

PlaceWorks will refine and draft graphic layout for all signs based on the City's input, and submit a pre-final version. PlaceWorks and the City will have a conference call to review the Pre-Final Graphics Submission, and agree upon a set of revisions to be made.

**d. Final Graphics Submission**

PlaceWorks will refine the final graphic layout for all signs based on the City's input, and submit the production-ready version to Fossil Industries. The City will order the signs directly from Fossil Industries and provide the finished panels to the Contractor for installation.

*Products: Draft text in MS Word, Draft and Final Graphic Layout in PDF format, Final electronic camera-ready graphics for production.*

## 2. Fabrication and Installation

### a. Fabrication and Quality Control Oversight

PlaceWorks will work with Fossil Industries to oversee the fabrication process and ensure quality control of the final product.

### b. Installation and Quality Control Oversight

PlaceWorks will be available, as needed, to oversee the installation of the signage on-site.

## PRODUCTS

The following products will be submitted to the City of Alameda in fulfillment of our proposed scope of work:

### I. PRELIMINARY INVESTIGATION AND DESIGN

- Task A. 1 Kick-off Meeting Agenda and Summary, Adjusted Finalized Scope, Revised Project Schedule
- Task B.2 Additional Survey and Project Base Map
- Task B.3 Site Assessment Products:
  - Hydraulic Analysis Report and Calculations
  - Horticultural Soils Report
- Task B.4 Existing Conditions Memo and Master Plan Graphic: Site Assessment
- Task C.1. City Staff Meeting #2 Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 2 Updated Master Plan Graphic, Site Cross-Sections, up to four Plan Enlargements of key areas, Preliminary Stormwater Layout Diagram, an updated Idea Book with Photos/Graphics and Preliminary Cost Estimate
- Task C. 3 City Staff Meeting #3 Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 4 Steering Committee Meeting Agenda and Presentation Materials, Meeting Summary Notes
- Task C.5 Steering Committee Meeting Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 6 City Staff Meeting #4 Agenda and Presentation Materials, Meeting Summary Notes
- Task C.7 Final Site Concept Plan and Idea Book with Photos/Graphics, Final Cost Estimate, Bay-Friendly Scorecard
- Task C. 8 Steering Committees Combined Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 9 City Staff Meeting #5 Agenda and Presentation Materials, Meeting Summary Notes

- Task C.10 Recreation and Parks Commission Meeting Presentation Materials, Meeting Summary Notes

## II. PROJECT FINALIZATION

- Task A.1 60% PS&E Submittal; PDFs of the drawings, specifications, and cost estimates will be provided electronically. 1 set Full Size hard copies will be submitted for review.
- Task A.2 City Staff Meeting #6 Agenda and Presentation Materials, Meeting Summary Notes
- Task A.3 60% PS&E Submittal Review Comments Response; 95% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 6 sets Full Size hard copies will be submitted for review.
- Task A.4. City Staff Meeting #7 Agenda and Presentation Materials, Meeting Summary Notes.
- Task B.1 95% PS&E Submittal Review Comments Response; 100% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 1 set Full Size hard copies will be submitted for review.
- Task B.2 City Staff Meeting #8 Agenda and Presentation Materials, Meeting Summary Notes
- Task B.3 Final Bid Set PS&E Submittal; Two wet-signed Full-Size Set Copies of the Construction Drawings; a CD Submittal of the Plan in ACAD 2012 (saved down as appropriate) Electronic Submittal of Specifications and Cost Estimates; and a "Camera-Ready" Hard Copy of the Specifications and Cost Estimate.
- Task C.4 As built drawings. One Full-Size Set Copy of the As Builts; a CD Submittal of the Plan in ACAD 2012 (saved down as appropriate).
- Task D.1 Draft text in MS Word, Draft and Final Graphic Layout in PDF format, Final electronic camera-ready graphics for production.

## MEETINGS

Sarah Sutton, Principal, and John Hykes, Project Manager for PlaceWorks, and the appropriate subs and staff members will attend the following meetings for the project:

- City Staff Meetings 1-8
- Community Input Meetings
  - Jean Sweeney Open Space Park Steering Committee
  - Community Garden Steering Committee
  - Steering Committees Combined
  - Recreation and Parks Commission
- Pre-Bid Meeting
- Pre-Construction Meeting
- Project Coordination Meetings
- Construction Site Meetings

We are available to attend additional meetings on a time-and-materials basis.

## **COSTS**

As shown in Exhibit B, the estimated cost to complete the scope of work described in this proposal is \$665,828.

PlaceWorks recommends planning for a 5 percent to 10 percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

The billing rates for each team member are included in Exhibit B. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

## **ASSUMPTIONS**

This scope of work and cost estimate assumes that:

- Billing rates for this project are guaranteed through December 2018. Billing rates would be subject to an increase of up to 6 percent on January 1 2019, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after January 1, 2019.
- Our cost estimate includes the meetings shown in the scope of work. Additional meetings would be billed on a time-and-materials basis. Sarah Sutton and John Hykes will attend all project meetings, and public meetings.
- All products will be submitted to the City of Alameda in electronic (PDF) format, except for printed copies that are specifically identified in Exhibit B. This is an allowance only, based on the numbers of products and copies shown in the scope of work. If this allowance is exceeded, additional printing costs will be billed at PlaceWorks actual cost.
- City of Alameda staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.



Exhibit B  
PlaceWorks  
Jean Sweeney Open Space Park  
Cost Estimate

Labor Cost per Task	Hours per Task	PlaceWorks					
		Principal	Senior Associate	Associate	Project Landscape Designer	Landscape Designer	Clerical/Graphics /Intern
	<b>I. PRELIMINARY INVESTIGATION &amp; DESIGN</b>						
28,040	<b>A. Project Initiation and On-Going Tasks</b>	16	100	-	36	-	10
7,440	1. Project Kick-off Meeting / Staff Meeting #1	4	16		16		2
1,820	2. Community Input Meetings	4	4		4		
18,780	3. On-Going Tasks	8	80		16		8
46,508	<b>B. Existing Conditions and Background Information</b>	14	38	4	48	32	2
4,460	1. Background Data Review	2	16		8		
27,038	2. Base Map (Additional Survey Information)		2	4	8		
6,530	3. Site Assessment	4	8		8	8	
8,480	4. Existing Conditions Report	8	12		24	24	2
105,350	<b>C. Preliminary Design Approval</b>	83	124	32	172	168	26
3,280	1. City Staff Meeting #2	4	4		4		
45,555	2. Master Plan Design Development	40	56	8	72	88	10
3,280	3. City Staff Meeting #3	4	4		4		
5,540	4. Jean Sweeney Open Space Steering Committee	4	8		12	16	2
5,355	5. Community Garden Steering Committee	4	8		12	16	2
3,280	6. City Staff Meeting #4	4	4		4		
27,555	7. Final Concept Design	12	24	24	40	24	8
5,355	8. Steering Committees Combined	4	8		12	16	2
3,280	9. City Staff Meeting #5	4	4		4		
2,870	10. Recreation and Parks Commission Meeting	3	4		8	8	2
	<b>II. PROJECT FINALIZATION</b>						
267,300	<b>A. Draft Construction Plans and Specifications</b>	62	104	180	488	160	16
138,630	1. 60% PS&E Submittal	32	48	100	260	80	8
3,090	2. City Staff Meeting #6	3	4		4		
122,490	3. 95% PS&E/City Plan Check Submittal	24	48	80	220	80	8
3,090	4. City Staff Meeting #7/Review Plan Check Comments	3	4		4		
85,475	<b>B. Final Construction Plans &amp; Specifications</b>	31	40	52	100	56	12
69,685	1. 100% PS&E	24	24	40	80	40	8
3,090	2. City Staff Meeting #8	3	4		4		
12,700	3. Final Bid Set Submittal	4	12	12	16	16	4
86,490	<b>C. Construction Administration and As Built Construction Plans</b>	28	114	32	104	8	-
2,640	1. Pre-Bid Meeting	3	6				
4,970	2. Bid Evaluation Assistance	4	4				
-	3. Construction Administration						
3,110	A. Pre Construction Meeting	3	4	4			
21,165	B. Contractor Submittals Review	8	24	4	40		
10,560	C. Project Coordination Meetings		24	8			
30,625	D. Construction Site Meetings	8	48		40		
13,420	4. As-Built Drawings	2	4	16	24	8	
10,240	<b>D. Interpretive Signage Design</b>	8	16	-	32	-	40
8,200	1. Signage Content Development and Design	4	8		32		40
2,040	2. Fabrication and Installation	4	8				
	Total Hours	242	536	300	980	424	106
	Billing Rate	\$190	\$160	\$135	\$105	\$85	\$70
	Labor Cost	\$45,980	\$85,760	\$40,500	\$102,900	\$36,040	\$7,420
	Total Firm Labor Cost						\$318,600
	EXPENSES						
	Mileage (@ \$0.575 per mile)						460
	Deliveries						400
	Subconsultant Expenses (5%)						15,809
	Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)						6,372
	Horticultural Soils Test						500
	Reproduction						7,500
	Total Expenses						\$31,041
	Total Per Firm						\$349,641
\$665,828	<b>GRAND TOTAL</b>						

Exhibit B  
PlaceWorks  
Jean Sweeney Open Space Park  
Cost Estimate

	BKF				Brookwater Irrigation Specialists		
Hours per Task	Principal	Senior Civil	Assistant Civil	Survey 2-Man Field Crew	Principal / Project Manager	Designer	Clerical
<b>I. PRELIMINARY INVESTIGATION &amp; DESIGN</b>							
<b>A. Project Initiation and On-Going Tasks</b>	<b>4</b>	<b>16</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
1. Project Kick-off Meeting / Staff Meeting #1	4	4	4				
2. Community Input Meetings							
3. On-Going Tasks		12					
<b>B. Existing Conditions and Background Information</b>	<b>-</b>	<b>12</b>	<b>88</b>	<b>44</b>	<b>7</b>	<b>8</b>	<b>-</b>
1. Background Data Review					2	4	
2. Base Map (Additional Survey Information)		8	80	44			
3. Site Assessment		4	8		4	2	
4. Existing Conditions Report					1	2	
<b>C. Preliminary Design Approval</b>	<b>27</b>	<b>58</b>	<b>72</b>	<b>-</b>	<b>5</b>	<b>14</b>	<b>-</b>
1. City Staff Meeting #2	3	4					
2. Master Plan Design Development	10	16	32		3	10	
3. City Staff Meeting #3	3	4					
4. Jean Sweeney Open Space Steering Committee		4					
5. Community Garden Steering Committee		3					
6. City Staff Meeting #4	3	4					
7. Final Concept Design	5	16	40		2	4	
8. Steering Committees Combined		3					
9. City Staff Meeting #5	3	4					
10. Recreation and Parks Commission Meeting							
<b>II. PROJECT FINALIZATION</b>							
<b>A. Draft Construction Plans and Specifications</b>	<b>42</b>	<b>208</b>	<b>490</b>	<b>-</b>	<b>18</b>	<b>60</b>	<b>8</b>
1. 60% PS&E Submittal	16	110	260		10	36	4
2. City Staff Meeting #6	3	4					
3. 95% PS&E/City Plan Check Submittal	20	90	230		8	24	4
4. City Staff Meeting #7/Review Plan Check Comments	3	4					
<b>B. Final Construction Plans &amp; Specifications</b>	<b>25</b>	<b>52</b>	<b>134</b>	<b>-</b>	<b>8</b>	<b>16</b>	<b>-</b>
1. 100% PS&E	20	40	120		8	16	
2. City Staff Meeting #8	3	4					
3. Final Bid Set Submittal	2	8	14				
<b>C. Construction Administration and As Built Construction Plans</b>	<b>4</b>	<b>102</b>	<b>120</b>	<b>-</b>	<b>18</b>	<b>11</b>	<b>-</b>
1. Pre-Bid Meeting		6					
2. Bid Evaluation Assistance	2	4	8		6		
3. Construction Administration							
A. Pre Construction Meeting		4					
B. Contractor Submittals Review		8	40		6		
C. Project Coordination Meetings		24	8				
D. Construction Site Meetings		48	40		6	3	
4. As-Built Drawings	2	8	24			8	
<b>D. Interpretive Signage Design</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
1. Signage Content Development and Design							
2. Fabrication and Installation							
Total Hours	102	448	908	44	56	109	8
Billing Rate	\$240	\$185	\$150	\$262	\$120	\$110	\$60
Labor Cost	\$24,480	\$82,880	\$136,200	\$11,528	\$6,720	\$11,990	\$480
Total Firm Labor Cost				\$255,088			\$19,190
EXPENSES							
Mileage (@ \$0.575 per mile)				1,000			200
Deliveries				3,000			
Subconsultant Expenses (5%)				-			
Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)				-			384
Horticultural Soils Test							
Reproduction				400			400
Total Expenses				\$4,400			\$984
Total Per Firm				\$259,488			\$20,174
<b>GRAND TOTAL</b>							

Exhibit B  
PlaceWorks  
Jean Sweeney Open Space Park  
Cost Estimate

Hours per Task	Structural Engineer			Electrical			
	Principal Structural Engineer	Proj. Engineer	Structural CAD Drafter	Principal	Engineer Designer	Revit CAD Tech	Staff
<b>I. PRELIMINARY INVESTIGATION &amp; DESIGN</b>							
<b>A. Project Initiation and On-Going Tasks</b>	-	-	-	-	-	-	-
1. Project Kick-off Meeting / Staff Meeting #1							
2. Community Input Meetings							
3. On-Going Tasks							
<b>B. Existing Conditions and Background Information</b>	-	-	-	-	4	-	-
1. Background Data Review							
2. Base Map (Additional Survey Information)					2		
3. Site Assessment					2		
4. Existing Conditions Report							
<b>C. Preliminary Design Approval</b>	-	-	-	2	4	-	-
1. City Staff Meeting #2							
2. Master Plan Design Development				1	2		
3. City Staff Meeting #3							
4. Jean Sweeney Open Space Steering Committee							
5. Community Garden Steering Committee							
6. City Staff Meeting #4							
7. Final Concept Design				1	2		
8. Steering Committees Combined							
9. City Staff Meeting #5							
10. Recreation and Parks Commission Meeting							
<b>II. PROJECT FINALIZATION</b>							
<b>A. Draft Construction Plans and Specifications</b>	9	35	29	4	24	20	4
1. 60% PS&E Submittal	5	11	8	2	16	12	2
2. City Staff Meeting #6							
3. 95% PS&E/City Plan Check Submittal	4	24	21	2	8	8	2
4. City Staff Meeting #7/Review Plan Check Comments							
<b>B. Final Construction Plans &amp; Specifications</b>	6	32	18	2	16	9	1
1. 100% PS&E	6	32	18	1	12	8	1
2. City Staff Meeting #8							
3. Final Bid Set Submittal				1	4	1	
<b>C. Construction Administration and As Built Construction Plans</b>	4	16	-	2	10	6	1
1. Pre-Bid Meeting							
2. Bid Evaluation Assistance					2		1
3. Construction Administration							
A. Pre Construction Meeting	2	2					
B. Contractor Submittals Review	2	12		2	3		
C. Project Coordination Meetings							
D. Construction Site Meetings		2			3	4	
4. As-Built Drawings			-		2	2	
<b>D. Interpretive Signage Design</b>	-	-	-	-	-	-	-
1. Signage Content Development and Design							
2. Fabrication and Installation							
Total Hours	19	83	47	10	58	35	6
Billing Rate	\$180	\$130	\$110	\$225	\$165	\$135	\$100
Labor Cost	\$3,420	\$10,790	\$5,170	\$2,250	\$9,570	\$4,725	\$600
Total Firm Labor Cost			\$19,380				\$17,145
<b>EXPENSES</b>							
Mileage (@ \$0.575 per mile)							
Deliveries							
Subconsultant Expenses (5%)							
Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)							
Horticultural Soils Test							
Reproduction							
Total Expenses			\$0				\$0
Total Per Firm			\$19,380				\$17,145
<b>GRAND TOTAL</b>							





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2015

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).

<b>PRODUCER</b> Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>FAX</b> (A/C, No):
980627-01-01-15-16	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Placeworks Db: The Planning Center Design Community & Environment 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	<b>INSURER A:</b> Crum & Forster Specialty Insurance Co	<b>NAIC #</b> 44520
	<b>INSURER B:</b> Travelers Property Casualty Company Of America	25674
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

LOS-001721052-09

REVISION NUMBER:1

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded. \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EPK-109158	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Contractors Pollution \$ 5,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	BA7E37616715CAG	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX-7E376167-TIL-15	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7E37616-7-15	07/01/2015	07/01/2016	<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
A	Errors & Omissions-Claims Made			EPK-109158	07/01/2015	07/01/2016	Each Claim/Aggregate 5,000,000

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

The City of Alameda, its City Council, boards, and commissions, officers, employees, and volunteers are included as additional insured where required by written contract with respect to General and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability. Waiver of subrogation is applicable where required by written contract with respect to General and Auto Liability.

**CITY OF ALAMEDA**  
Risk Management

CERTIFICATE HOLDER

Date

2-4-16

City of Alameda  
its City Council, Boards, and Commissions  
2263 Santa Clara Ave. #19  
Alameda, CA 94501

Lucretia Akil, City Risk Manager

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services

John Graef

*J. Graef*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

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

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

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

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

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

#### B. BLANKET ADDITIONAL INSURED

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

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

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


#### C. EMPLOYEE HIRED AUTO

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

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

CITY OF ALAMEDA

Risk Management

  
Date 2-4-14  
Lucretia Akil, City Risk Manager



## COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.6., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

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

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

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

### D. EMPLOYEES AS INSURED

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

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

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G. WAIVER OF DEDUCTIBLE - GLASS**

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

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

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

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

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

**I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

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

We will pay up to \$60 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

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

**Personal Effects**

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

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

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

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

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

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

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

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

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

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

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

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

## COMMERCIAL AUTO

### M. BLANKET WAIVER OF SUBROGATION

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

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

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

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

### N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



Policy #?



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)  
Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that Insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CITY OF ALAMEDA  
Risk Management

Date 2-4-16  
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CITY OF ALAMEDA  
Risk Management  
Date 2-4-16  
Lucretia Akil, City Risk Manager