

PROFESSIONAL SERVICES AGREEMENT
WITH
GLASS ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 27TH day of April, 2017 ("Effective Date"), by and between the Kensington Police Protection Community Service District ("Kensington"), and Glass Associates, Inc., professional architects, a California corporation ("Consultant").

RECITALS

A. Kensington proposes to utilize the services of Consultant as an independent contractor to provide architectural and design services as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. Kensington and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of Kensington has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1.0 SERVICES TO BE PROVIDED BY CONSULTANT

1.1 Scope of Services. Consultant shall provide the professional services described in the Glass Associates, Inc. Response to Request for Proposal attached hereto as Exhibit A and incorporated herein by reference.

1.2 Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise Kensington of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Performance to Satisfaction of Kensington. Consultant agrees to perform all the work to the complete satisfaction of the Kensington and within the hereinafter specified. Evaluations of the work will

be done by the District Manager or his or her designee. If the quality of work is not satisfactory, Kensington in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless Kensington from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against Kensington for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that Kensington may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of Kensington. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, or personnel data regarding private individuals and employees of Kensington. Consultant covenants that all data developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Kensington. Kensington shall grant such authorization if disclosure is required by law. All Kensington data shall be returned to Kensington upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's total compensation shall not exceed One Hundred Forty-Nine Thousand and Town Hundred Dollars; (\$ 149,200.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless Kensington or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to Kensington for approval on a progress basis, but no more often than one time per month. Said invoice shall be based on the total of all Consultant's services which have been completed to Kensington's sole satisfaction. Kensington shall pay Consultant's invoice within thirty (30) days from the date Kensington receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4 Final Payment. Prior to issuance of final payment, Consultant shall furnish to the District two sets of final Record Drawings ("as built") and certify that Contractor has performed the work required.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to Kensington or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Timely Coordination. Consultant shall coordinate with various County agencies in a timely manner, and make required adjustments necessary to Consultant's drawings, plans, etc. so that they will satisfy the requirements of an issuance of a building permit.

3.3. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through November 30, 2018, unless previously terminated as provided herein or otherwise agreed to in writing by the parties to be extended.

4.2. Notice of Termination. Kensington reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. Termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by Kensington.

4.3. Compensation. In the event of termination, Kensington shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of Kensington's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to Kensington or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the Kensington within ten (10) days of delivery of termination notice to Consultant, at no cost to Kensington. Any use of uncompleted documents without specific written authorization from Consultant shall be at Kensington's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by

- (a) Commercial general including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000 combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000) combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the Kensington, its officers, agents, employees, and volunteers arising from work performed by Consultant for the Kensington and to require each of its subcontractors, if any, to do _____ likewise
under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the

life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "Kensington and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with Kensington; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to Kensington."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects Kensington, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Kensington shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Kensington, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Kensington. No policy of insurance issued as to which Kensington is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to Kensington certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Kensington, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, for the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at

the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. Kensington's General Manager or his or her designee shall be the representative of Kensington for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of Kensington, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. Kensington shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with Kensington during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by Kensington.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

TO CONSULTANT:

Glass Associates, Inc.
337 17th St., Suite 100
Oakland, CA 94612

Attn: William Glass
Email: wrglass@glassarchplan.com

Phone: 415-864-1234

TO KENSINGTON:

Kensington Police Protection & Comm Svcs District
217 Arlington Ave.
Kensington, CA 94707

Attn: interim General Manager, Rickey Hull
Email: rhull@kensingtoncalifornia.org

Phone: 510-526-4141

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with local, state, and federal laws. Consultant's failure to conform to the requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by Kensington.

6.6. Attorney's Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a county of competent jurisdiction located in Contra Costa County, California.

6.8. Assignment. Consultant shall not or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without Kensington's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of Kensington's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless Kensington, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against Kensington, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against Kensington, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of Kensington for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of Kensington. This provision shall supersede and replace all other indemnity provisions contained either in Kensington's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of Kensington. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Kensington or otherwise act on behalf of Kensington as an agent. Neither Kensington nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of Kensington. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold Kensington harmless from any and all taxes, assessments, penalties, and interest asserted against Kensington by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold Kensington harmless from any failure of Consultant to comply with the applicable worker's compensation laws. Kensington shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Kensington from Consultant as a result of Consultant's failure to promptly pay to Kensington any reimbursement or indemnification arising under this paragraph.

6.11. Indemnification for PERS claim. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible

for enrollment in PERS as an employee of the Kensington, Consultant shall indemnify, defend, and hold harmless Kensington for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the obligation of Kensington.

Notwithstanding any other agency, state or federal policy, rule, regulation, or ordinance, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by Kensington, including but not limited to eligibility to enroll in PERS as an employee of Kensington and entitlement to any contribution to be paid by Kensington for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against Kensington relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Kensington might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of Kensington. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of Kensington. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of Kensington and without liability or legal exposure to Consultant. Kensington shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from Kensington's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to Kensington any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by Kensington or its authorized representative, at no additional cost to the Kensington.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to Kensington may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs Kensington of such trade secret. The Kensington will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The Kensington shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those reports marked If disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the Kensington Project Manager, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers,

employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the Kensington's representative, regarding any services rendered under this Agreement at no additional cost to Kensington. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to Kensington, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of Kensington and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of Kensington while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Kensington and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only writings executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

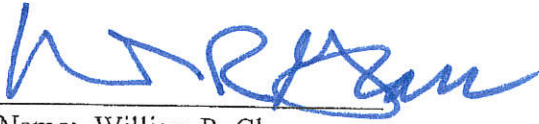
6.27. Authority to Sign. Only the persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.28. Exhibits. The following documents are exhibits to this Agreement and incorporated by reference as if fully set forth herein:

- a. Exhibit A – Glass Associates, Inc. “Proposal for Architectural Services” dated April __, 2017, attached hereto;
- b. Exhibit B – Insurance and Endorsements, attached hereto;
- c. Exhibit C – Structural report (“Kensington Community Center Seismic Study” prepared by Gregory Paul Wallace, October 29, 2015), a copy of which has been provided to Consultant, is on file at the District office and is incorporated herein by reference.”
- d. Exhibit D – Access Survey Report (“CASp Accessibility Survey: Kensington Youth Hut” prepared by GPPA Architects, October 12, 2015) a copy of which has been provided to Consultant, is on file at the District office and is incorporated herein by reference.”

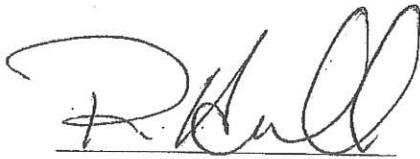
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

FOR CONSULTANT
Glass Associates, Inc.



Name: William R. Glass
Title: President

FOR KENSINGTON:
Kensington Police Protection and Community Services District



Name: Rickey Hull
Title: Interim General Manager

PROPOSAL FOR ARCHITECTURAL SERVICES

Kensington Community Center Remodel
Kensington, California

TO: Board Members
Kensington Police Protection Community Service District
Public Safety Building
217 Arlington Avenue
Kensington, CA 94707-1401

FROM: Bill Glass
Glass Associates, Inc., Architecture & Planning
(415) 864-1234 EMail wrglass@glassarchplan.com

DATE: April 20, 2017

Per your request, the following revised PROPOSAL FOR ARCHITECTURAL SERVICES:

General. The project proposes alterations to the Kensington Community Center to remedy structural and access deficiencies and improve the general appearance and functionality of the building. The following description and scope are drawn from the District's Request for Proposals:

The Kensington Community Center is located at 59 Arlington Avenue, Kensington. It was constructed in 1956 and remodeled and expanded in 1988. The building's total area of 4,430 square feet includes a main assembly room of 1,815 square feet. There are three other meeting rooms, toilet rooms, a kitchen that does not meet commercial standards, and a small storage area. The building is utilitarian in design, consisting of reinforced concrete block walls, slab on grade floor with resilient tile surface, exposed ceiling structure with skylights and exposed metal trusses. There is no insulation in the main room and heating is provided by space heaters, with ventilation provided by operable windows and doors.

The building was initially constructed to serve the needs of Kensington's youth, hence its original name as the "Youth Hut." Over the years the building's purpose evolved to include more adult uses, such as yoga, painting classes, and an occasional venue for private parties. However, the majority of uses continue to have a youth focus (scouts/gymnastics/after school programs). Given these uses, upgrades will need to recognize the importance of durability, such as impact-resistant glazing on any windows and doors, and surfaces that are scuff-resistant and designed for easy cleanup. The building's western exposure creates heat gain issues during the afternoon, which should be considered. The construction scope will include, but may not be limited to:

PROPOSAL FOR ARCHITECTURAL SERVICES

Kensington Community Center Remodel, Kensington, California

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- A. Modifications required to remedy seismic resistance deficiencies identified in the "Kensington Community Center Seismic Study" dated October 29, 2015, prepared by District's consultant, Gregory Paul Wallace.
- B. Modifications required to remedy accessibility deficiencies identified in the "CASP Accessibility Survey: Kensington Youth Hut" dated October 12, 2015, prepared by the District's consultant, GPPA Architects.
- C. Life safety, lighting, electrical, and building envelope modifications required to meet the requirements of the California Building Code (CBC), including the Title 24 energy requirements of the CBC.
- D. Optional modifications to improve the general appearance and function of the building and site. Among these are various improvements proposed by the District, including a new west wall that will provide an indoor/outdoor feel by incorporating more use of glass and a possible central entrance. Other options would include upgraded finishes beyond the modifications required to meet code for the kitchen, restrooms and the main meeting space.
- E. At this time it is anticipated that the total project budget, including fees and permits, will be \$1,000,000 or less.

Scope of Services. Pre-Design, Schematic/Preliminary Design, Construction Documents, Bidding and Construction Administration services phased as follows:

- 1. Pre-Design Phase Services:
 - a. Documentation and Verification of Existing Conditions: Site measurement and documentation of existing buildings. Where existing drawings are available, they will become the basis for our drawings and we will field verify construction-critical dimensions.
 - b. Program Assessment: Review of program requirements and verification of conceptual program approach as the basis for schematic design.
- 2. Schematic Design / Design Development Phase Services:

Combined Schematic Design / Design Development renovations design phase; preparation of design drawings, including the construction scope alternatives and construction budget estimates, for review and evaluation by the District; selection of a design approach for development as Construction Documents; Provision of two renderings of the proposed project based on the mutually-accepted Preliminary Design. *Please see also the Scope of Services notation in item 3 of this section, below.*
- 3. Construction Documents Phase Services:

Based on a mutually-accepted Preliminary Design and budget, development and preparation of Construction Documents, consisting of drawings and specifications, setting forth in detail the architectural, mechanical, plumbing, electrical and food service equipment requirements for the proposed project.

PROPOSAL FOR ARCHITECTURAL SERVICES

Kensington Community Center Remodel, Kensington, California

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Notes:

- The proposed Services include Design and Construction Documents for items A-D (including options mentioned in item D). The Architect has reviewed with the Owner, and the Owner acknowledges, that the proposed budget may not be sufficient to construct all aspects of the project included in items A-D. The Architect will, therefore, include in the Basic Scope of the Construction Documents those items necessary to complete the proposed seismic upgrades and the additional items triggered by that work to meet the California Building Code. This scope is included in items A-C referenced above. The options listed in item D will be included in the Construction Documents as individual bid "Add Alternates." It is important to note that all aspects of the project that the District wishes to consider should be included in the Construction Documents for bid purposes. This will allow the District to select any options it chooses should the budget allow. The costs of adding items to the scope after the bid process and the selection of a Contractor will be measurably higher than if included in the Construction Documents at time of bidding. There are no additional consultant fees proposed for this approach to the scope of the Architect's services.
- The cost estimates provided by the Architect and prepared by our cost consultant as a part of the Services represent the best opinion of the consultant team of the costs for the project. The actual costs will be determined by the bid process and may be more or less than the cost estimates provided.

4. Bidding & Reviews Phase Services:

- a. Filing Construction Documents and pertinent forms for review with Kensington, Contra Costa County, and the East Bay Regional Park District.
- b. Responses to inquiries from review agencies.
- c. Revisions to Construction Documents as required
- d. Assistance in obtaining bids and negotiating proposals, to include:
 - 1) Establishing a list of prospective Contractors, obtaining competitive bids, determining responsiveness of bids, assisting the District in determining the successful bid, and awarding and preparing contracts for construction.
 - 2) In obtaining competitive bids, the Architect shall prepare, reproduce and distribute bid documents; organize and conduct a pre-bid conference for prospective bidders; respond to questions from prospective bidders; assist the District in organizing and opening the bids; and subsequently document and distribute the bid results, as directed by the District.

5. Construction Administration Phase Services:

- a. Observing the construction work to determine if the construction is proceeding in accordance with the construction schedule and is being accomplished in accordance with the requirements and quality called for in the Construction Documents. On the basis of on-site observations, the Architect shall keep the District informed of the progress and quality of the Work.

PROPOSAL FOR ARCHITECTURAL SERVICES

Kensington Community Center Remodel, Kensington, California

April 20, 2017

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- b. Construction Phase consultation, including review and processing of shop drawings, product data, and other required submittals: Reviewing and coordinating Submittals (including product and equipment approvals) shop drawings, if any, and substitution requests, from Subconsultants and Contractor in timely manner.
 - c. Preparation of documents supporting requests for Change Orders if required and/or directed by the District and Field Orders as deemed necessary by the District to avoid delays, expense, code violations, or hazardous conditions.
 - d. Consultant, Subconsultants and Contractor shall promptly, upon notice or discovery, during any phase of the Project, make any necessary revisions or corrections of errors, ambiguities, or omissions in the Drawings and Specifications, which result from the violation of this Agreement.
 - e. Provide services made necessary by the default of the Subconsultants or Contractor, by major defects or deficiencies in the work of the Subconsultants or Contractor to the extent that such defects or deficiencies resulted from the Subconsultants' or Contractor's proper following of the Documents prepared by Consultant.
 - f. Evaluating Change Orders and Construction Change Directives that require evaluation of the Contractor's proposals and supporting data, or the non-material preparation or revision of such documents.
 - g. Evaluation of substitutions proposed by Owner or Contractor and making subsequent non-material revisions resulting therefrom.
 - h. Review and certification of Contractor's Application(s) for Payment, and determining the dates of Substantial and Final Completion.
 - i. Preparation of Project Completion List ("Punch List") defining items requiring completion by contractor prior to release of construction contract retention.
 - j. Preparation of Record Drawings ("as-built") based on contractor's documentation of field variations to the Construction Documents.
6. Subconsultant Services:
- a. Fees include the following engineering and consulting services:
 - 1) Structural engineering services provided by our subconsultant, IDA Structural Engineers, Inc., Oakland, CA.
 - 2) Mechanical engineering services (HVAC, plumbing, and fire sprinkler) provided by our subconsultant, Eddie Padilla Consulting Engineers, Vallejo, CA.
 - 3) Electrical engineering services (power, lighting, fire alarm and data) provided by our subconsultant, Bay Area Consulting Engineers, Inc., San Francisco & Oakland, CA.
 - 4) Food service peer-review services provided by our subconsultant, Patrick Stein & Associates, San Jose, CA.
 - 5) Cost Consulting by our subconsultant, TBD Consultants, San Francisco, CA.
 - 6) Energy consulting services by our subconsultant, Paul Welschmeyer, Paul Welschmeyer Architects/Energy Consultants, Fremont, CA
 - b. Security & Telecom Consultant services are not anticipated. Should the Architect and the District agree that such services are required by the project, they shall be added to the scope of services at a mutually-agreed upon fee.

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PROPOSAL FOR ARCHITECTURAL SERVICES

Kensington Community Center Remodel, Kensington, California

April 20, 2017

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7. Optional Services: The following, if required by the project and requested by the District, can be added to the Scope of Services as optional additional services:
- a. Full time on-site construction observation or Contractor representation
 - b. Any Additional Services deemed appropriate by the District or the Architect and agreed to by the District based on the requirements of the project.

Schedule.

The services shall be scheduled as follows:

- 1. Pre-Design Phase Services: 2 weeks, commencing with receipt of a contract authorization.
- 2. Schematic and Preliminary Design Phase Services: 4-6 weeks, depending on the timeliness of District reviews and approvals.
- 3. Construction Documents Phase Services: 8 weeks, depending on the timeliness of District reviews and approvals.
- 4. Construction Administration Phase Services: As determined by Contractor's schedule and mutually agreed to by Owner, through completion of the Project. The Parties anticipate that the project will be completed within twenty four (24) weeks, however, Architect agrees to continue the work through the completion of the Project.

Fees.

Lump sum fees are projected below for those aspects of the scope which have been adequately defined to do so. Fees will be billed on a percent complete basis according to the rate schedule in **Terms of Compensation** below (please refer to attached detailed schedule):

- 1. Consulting Services
 - a. Pre-Design Phase Services: \$ 2,000.00
 - b. Design Phase Services: \$ 36,000.00
 - c. Construction Documents Phase Services: \$ 66,500.00
 - d. Bid Phase Services: \$ 4,200.00
 - e. Bidding and Construction Administration Phase Services: \$ 39,000.00
 - Subtotal, Architectural Services: \$147,700.00
- 2. Reimbursable Allowance \$ 1,500.00
- Total Fees plus Reimbursable Allowance: \$149,200.00

PROPOSAL FOR ARCHITECTURAL SERVICES
Kensington Community Center Remodel, Kensington, California
April 20, 2017
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Notes:

- a. As requested, our fees are proposed as "Lump Sum." Consultant fees are passed through at direct cost. Architectural fees include our time for coordinating consultant services. The amount of our liability insurance premium costs affected by gross receipts, including consultant fees, is included in our overhead. Our consultants have worked with us on numerous previous projects and we are confident in their ability to successfully execute their project responsibilities.
- b. With certain exceptions, the California Building Code (CBC) and the access provisions of the Americans with Disabilities Act (ADA) mandate equivalent access for all users and patrons of public accommodations and for employees of businesses and institutions, whether serving the public or not. Renovation/remodel projects trigger general path of travel upgrades under the California Building Code (CBC) and the provisions of the Americans with Disability Act (ADA) and subsequent related legislation. Our services will include a detailed assessment of access compliance, including path of travel upgrades and access for restrooms. The District has included a CASp Accessibility Survey report prepared by Gilda Puente Peters. We do not, therefore, include a CASp compliance report in our scope.
- c. Reimbursable expenses projected above are allowances based on our experience with previous projects. We will periodically review these allowances with you and increase them only if necessary. These expenses include plotting and printing costs for presentations and submittal requirements (not printing or plotting for "in-house" coordination or other similar uses), courier, and FedEx shipping charges. It is anticipated that printing of bid and construction documents will be provided by the District at your preferential vendor rates. These costs are, therefore, not included in the above allowances.

Terms of Compensation.

1. Compensation for approved Additional Services and Design Services contracted on an hourly basis are billed at the rates listed below, plus Reimbursable Expenses and Subconsultant Services, as follows:
 - a. Principal \$200.00
 - b. Employees :
 - Project Associate \$140.00
 - Project Architect \$110.00
 - Draftsperson \$85.00
 - Administrative \$62.00
 - c. Sub-Consultants Direct cost
2. FEES AND RATES QUOTED DO NOT INCLUDE:
 - a. General community ADA access upgrades: This project will trigger a number of building and site path-of-travel upgrades that will be provided for as a part of the Services but will not include any broader-scope access upgrades, such as modifications to access via public transit.

PROPOSAL FOR ARCHITECTURAL SERVICES

Kensington Community Center Remodel, Kensington, California

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- b. Toxics assessment or removal, asbestos abatement, acoustic surveys, EIR or CEQA coordination, or other special studies which may be required by District, local, state, or federal zoning, building, or regulatory authorities.
 - c. Special architectural and engineering requirements, including:
 - Building system mechanical upgrades beyond those described in the Scope of Services above.
 - Building system electrical upgrades: Fees assume sufficient existing power in the facility, ability to utilize the existing lighting circuits for the new lighting, and that the District will define tie-in locations and coordination information for the various utilities, specifically, but not limited to, communication/data, and the fire alarm system.
 - Exhaustive "As-built" architectural or engineering surveys during Pre-Design or for Record Documents; fees assume District-provided "as-built" documents and contractor-provided documentation of field changes to work called for in the Construction Documents.
 - d. Commissioning Services
 - e. Full time on-site construction observation or Contractor representation
 - f. Formal presentation renderings or models in addition to two renderings noted above.
 - g. Graphics and branding design services other than code-related/required building and accessibility signage
 - h. LEED certification processing
 - i. Review agency and jurisdiction review and permit fees
 - j. Reimbursable expenses incurred in the performance of the Services, including Federal Express, or other shipping charges and copying/reproduction charges for drawings or other documents provided for use by the District
3. Fees are billed monthly based on an accounting of services completed and are payable on receipt. Interest in the amount of Wells Fargo Bank, N.A., prime interest rate plus 2% shall accrue to balances 30 days or more past due.
4. Rates and terms above will remain in effect until November 30, 2018.

Additional Terms of Services

- 1. **Note:** General path of travel improvements may be required. The District acknowledges that the Architect's scope and fees have been limited to design of the access improvements triggered by the project and do not include broader path of travel upgrades.
- 2. Should the architectural services not be completed prior to July 31, 2018, through no fault of the Architect, fees and rates of compensation will be equitably adjusted.

PROPOSAL FOR ARCHITECTURAL SERVICES

Kensington Community Center Remodel, Kensington, California

April 20, 2017

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3. The Architect undertakes commissions only with the understanding that the Architect will be retained from Pre-Design through Construction Administration and the completion of the project. In particular, since decisions by others throughout the construction phase of a project can compromise both the integrity of the Architect's design and its constructibility, the Architect will not undertake a project for which full Construction Administration Phase Services are not included. Should, during the course of the Services, the Owner decide to terminate the Architect's Services, the Owner shall not cite the Architect as the author of the design without the written consent of the Architect. The Owner acknowledges that, should the Architect's participation during the Construction Phase be terminated or limited, revisions, changes and modifications to the proposed construction on the part of the Owner and/or the Contractor made without the consent of the Architect may affect the Owner's liability with respect to such changes.
4. Verification of Existing Conditions: Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the District acknowledges that the Architect's scope and fees have been limited to the design of the proposed alterations within generally-accepted standards of practice related to alteration and renovation projects and the availability of information related to existing conditions as may be ascertained by District-provided "As-Built" documents and field investigations not requiring destructive testing or demolition.
5. Limitations of Services: The Architect shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractors' responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

I appreciate the opportunity to propose our services for the Kensington Community Center Remodel. We look forward to working with the Board and your colleagues at the District on this project.

For
GLASS ASSOCIATES, INC.



William R. Glass, FAIA
President
Lic. No. C-8557

Client#: 363

GLASSASSO

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/19/2017

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		CONTACT NAME: Elise M. Fisher PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: efisher@dealeyrenton.com															
INSURED Glass Associates, Inc. P.O. Box 916 Oakland, CA 94604		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co. of Conn</td> <td>25682</td> </tr> <tr> <td>INSURER C : American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER D : Argonaut Insurance Company</td> <td>19801</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 : Travelers Property Casualty Co	25674	INSURER B : Travelers Indemnity Co. of Conn	25682	INSURER C : American Automobile Ins. Co.	21849	INSURER D : Argonaut Insurance Company	19801	INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6805352L539	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA5353L247	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP7341Y528	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	WZP81033572	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		IAE1063707	06/29/2016	06/29/2017	\$1,000,000 per Claim \$2,000,000 Annl Aggr.

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

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

Re: Kensington Community Center Renovation Project - Kensington and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as Additional Insured as respects

General Liability and Automobile Liability for claims arising from the operations of the named insured.

General Liability and Automobile Liability insurance is Primary/Non-Contributory per policy form wording.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Kensington Police Protection & Comm Svcs District Attn: Rickey Hull 217 Arlington Avenue Berkeley, CA 94707	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 <i>Elise Fisher</i>

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DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation applies to the Worker's Compensation. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

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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

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.

POLICY NUMBER: BA5353L247

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

Named Insured: Glass Associates, Inc.

Endorsement Effective Date: 07/01/2016

SCHEDULE

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

Re: Kensington Community Center Renovation Project - NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT.:
Kensington and its elected and appointed boards, officers, officials, agents, employees, and volunteers.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Insured: Glass Associates, Inc.
Policy Number: WZP81033572
Effective Date: 07/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

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

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

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

SCHEDULE

Person or Organization

Job Description

Kensington Police Protection &
Comm Svcs District
Attn: Rickey Hull
217 Arlington Avenue

Re: Kensington Community Center Renovation Project - NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: Kensington and its elected and appointed boards, officers, officials, agents, employees, and volunteers.

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

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