

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT, entered into this 1st day of July, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **WATER WORKS ENGINEERS, LLC**, a Arizona Limited Liability Company whose address is **5767 BROADWAY, SUITE 201, OAKLAND, CALIFORNIA 94618** (hereinafter referred to as "Consultant"), is made with reference to the following:

#### RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Various City projects require environmental professional services. City reached out to the Consultant's on the City's bidders list, interviewed qualified firms, and selected the firm that best meets the City's needs. On February 22, 2012, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").
- C. On May 21, 2013, a first amendment to agreement was entered into by and between City and Consultant (hereinafter "First Amendment to Agreement").
- D. On July 1, 2014, a second amendment to agreement was entered into by and between City and Consultant (hereinafter "Second Amendment to Agreement").
- E. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- F. 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.

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

- 1. TERM:  
The term of this Agreement shall commence on the 1st day of July, 2015, and shall terminate on the 30th day of June, 2016, unless terminated earlier as set forth herein.
- 2. SERVICES TO BE PERFORMED:  
Consultant agrees to perform all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A3 as requested. The Consultant acknowledges that the work plan included in Exhibit A3 is tentative and does not commit the City to request Consultant to perform all tasks included therein.

3. COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A3" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from CIP 90909.

Total compensation for work is \$70,000, with a 14.25% contingency in the amount of \$9,975 for a total not to exceed of \$79,975. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. **HOLD HARMLESS:**

Indemnification:

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:           \$1,000,000 each occurrence  
                                  \$2,000,000 aggregate - all other

Property Damage:       \$1,000,000 each occurrence  
                                  \$2,000,000 aggregate

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

(3) Automotive:

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

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

(4) Professional Liability:

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

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

11. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

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

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

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

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

Water Works Engineers, LLC  
5767 Broadway, Suite 201  
Oakland, CA 94618  
Attention: Mike Fisher

18. TERMINATION:

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

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

19. PURCHASES OF MINED MATERIALS REQUIREMENT:

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

Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

20. COMPLIANCES:

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

21. CONFLICT OF LAW:

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

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

22. ADVERTISEMENT:

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

23. WAIVER:

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

24. INTEGRATED CONTRACT:

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

25. INSERTED PROVISIONS:

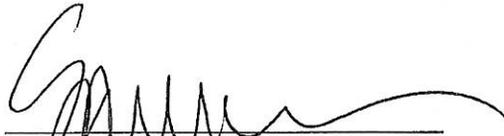
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement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

26. CAPTIONS:

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

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

WATERWORKS ENGINEERS, LLC  
An Arizona Limited Liability Company

  
\_\_\_\_\_  
Sami Kader, PE  
Principal

CITY OF ALAMEDA  
Municipal Corporation

\_\_\_\_\_  
Elizabeth D. Warmerdam  
Interim City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Andrico Penick  
Assistant City Attorney



**Scope of Engineering Services  
(Additional Services Amendment)  
Final Design Revisions and Engineering Services during Construction (SDC)  
Water Works Engineers and City of Alameda  
Lagoon Seawall Trunk Sewer Relocation Project**

This Scope of Engineering Services for the Lagoon Seawall Trunk Sewer Relocation Project (Project) is issued by the City of Alameda (herein referred to as CLIENT) and accepted by Water Works Engineers (herein referred to as ENGINEER) pursuant to the mutual promises, covenants and conditions contained in the most current Engineering Services Agreement between the City of Alameda (City) and Water Works Engineers.

**Project Description**

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The project specifics are as follows:

<b>Location</b>	City of Alameda, California
<b>Facility Name</b>	Lagoon Seawall Trunk Sewer Relocation Project
<b>Facility Type</b>	Wastewater Pump Station(s) and Pressure and Gravity Pipeline(s)
<b>General Project Components</b>	<p>The project consists of the following:</p> <p><b>Component 1:</b> Prepare FINAL Bid Documents based on the final comments received from the City on the submitted Contract Documents dated April 14<sup>th</sup>, 2014 and subsequent correspondence with City Staff. Bid Documents (Drawings and Technical Specifications) shall include:</p> <ul style="list-style-type: none"> <li>➤ Paru Pump Station design, control panel, &amp; future generator pad;</li> <li>➤ Individual residence package pump station, pressurized sewer forcemain, and lateral design (qty. 3); and</li> <li>➤ Gravity pipeline(s) and sewer lateral design.</li> </ul> <p><b>Component 2:</b> Provide select Resident Engineering Support during the construction of New Paru St. pump station, forcemain and gravity sewer main; individual residence PS, FM &amp; laterals; and gravity pipe(s) and service laterals on Bay street and St. Charles (pool property only).</p> <p><b>Component 3:</b> Attend field meetings as requested by City and/or as deemed necessary by ENGINEER to respond to requests for information or changes by Contractor or CLIENT during the construction process.</p> <p><b>Component 4:</b> Complete Record Drawings and Project Closeout Documentation consisting of visits during pump station start-up, assisting City in creating a project closeout punchlist, and preparing record drawings based on the Contractor's and City Inspector's redlines.</p>



<b>General City Objective for this Scope of Services</b>	Water Works Engineers was contracted by the City of Alameda to complete design and produce of plans and specifications for public bid of the referenced improvements for Lagoon Seawall Trunk Sewer Relocation Project. City of Alameda seeks final design and services during construction (SDCs) to assist the City with finalizing contract documents for public bid; select project resident engineering support; and limited construction observation services.
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### **Project Understanding / Background**

From April 2014 to April 2015, ENGINEER, varying CLIENT staff, and Interim City Engineer (Mr. Mark Oberfell with Coastland Civil Engineering) corresponded intermittently regarding the status and final services necessary to complete Final Bid Documents, publically bid and construct the reference project with some limited oversight and assistance by ENGINEER during construction. These correspondence included, but are not limited to;

- ✓ In person meeting with CLIENT in Alameda, CA on September 9<sup>th</sup>, 2014 to discuss the draft amendment to services agreement that was dated May 21<sup>st</sup>, 2014;
- ✓ Follow-up email and phone correspondence between CLIENT staff and ENGINEER regarding items of work to be removed, modified, and/or added;
- ✓ Submittal by ENGINEER of updated draft scope of service dated October 21<sup>st</sup>, 2014;
- ✓ Correspondence with CLIENT Interim City Engineer regarding these draft scopes of service and project status from both the ENGINEER and CLIENT perspective; and
- ✓ Lastly, phone correspondence with City Engineer directing ENGINEER to provide updated scope of work for Final Design and Services during Construction based on these correspondence.

### **Scope of Services**

In accordance with this request and to meet the ENGINEER's understanding of the General City Objective, the following services will be provided by ENGINEER for the Lagoon Seawall Trunk Sewer Relocation Project. This Scope of Services has been split into subtasks as follows:

#### **Task 1 Preparation of Bid Documents**

##### *Sub-Task 1.1: DRAFT FINAL Bid Documents*

Based on the referenced correspondence, ENGINEER's services include revising Contract Bid Documents (Drawings and Technical Specifications) based on CLIENT's final comments to WWE submitted Contract Documents (Plans and Specifications) dated April 14<sup>th</sup>, 2014 and subsequent correspondence and direction by Interim City Engineer relating to improvements to be removed, modified and/or additional to the current Amendment to Agreement between ENGINEER and CLIENT dated May 21<sup>st</sup>, 2013. Below is the summary of components and services that were agreed by all parties to be provided by ENGINEER:



***Items being Removed and/or Modified from the current May 21<sup>st</sup>, 2013 amendment:***

1. Remove the trenchless alignment and sewer lateral design on Hawthorne Street;
2. Remove improvements proposed on St. Charles Street, which the City constructed as part of their cyclical sewer replacement program;
3. Update 1214 and 1232 St Charles Street to show improvements needed to connect to City completed cyclical work;
4. Add 1100 Bay Street sewer lateral connection to existing SSMH at lagoon end of Bay Street and remove 1161 Bay Street sewer lateral improvements;
5. Update the existing survey data to show field noted size of the utility boxes;
6. Complete limited revisions to Technical Specifications (based on final set of written comments to be submitted by CLIENT to ENGINEER) in accordance with terms and conditions of existing First Amendment to Agreement dated May 21<sup>st</sup>, 2013; and
7. ENGINEER shall utilize front-end contract documents as submitted in Contract Documents (Plans and Specifications) dated April 14th, 2014 with any corrections or edits to be provided by CLIENT.

***Additional services outside of the current May 21<sup>st</sup>, 2013 amendment to agreement:***

1. Provide drawing set dated 03/24/14 for the pre-qualification of the contractors as requested by the CLIENT's Project Manager;
2. Revise the civil and electrical drawings to relocate the Paru Pump Station MCC and future generator pad near the existing steps;
3. Revise civil drawings & cost estimation to add SSMH coating to new & existing manholes where a new sewer line is being connected;
4. Add note to Civil drawing for contractor to locate, expose and survey existing lateral at existing pool bathroom building on 1212 St. Charles Street ("Pool House Property"). Extend the Civil drawing of 1214 St. Charles ("Pool Property") to include approximate location of surface features extending from surveyed features on 1214 to pool house building on 1212. No additional survey will be completed for the new portion of Civil drawing; surface features will be approximated from existing available aerial photography. Relocate new cleanout connection (currently shown to be constructed on 1236 St. Charles Street "Doud property") to be located entirely on 1212 pool property and installed at maximum depth available to connect to existing gravity sewer line at northwest corner of pool property and abandon existing gravity line upstream of the new cleanout connection. Add to Civil drawing approximate alignment of new 4-inch lateral line from the Contractor located lateral connection at pool house to new cleanout at northwest corner of pool property. Add note to Civil drawing that lateral is to be installed at constant maximum slope available between exposed lateral at pool house and new cleanout at northwest corner along approximate alignment shown on Civil drawing and final alignment must stay a minimum of 3-ft to the easterly side of the pool property western property line.



5. Design three additional individual house pump stations (E-One Package Pump stations) for properties 1000, 1001 and 1019 Sherman Street. In the drawings, ENGINEER will include one site plan showing the plan view of sewer main on Sherman street and connection of three sewer laterals; three (3) individual drawing sheets, one for each property showing the location of pump station, forcemain and landscaping details; separate bid item table for each property and details as deemed necessary by ENGINEER to communicate design intent. ENGINEER will prepare a specification for individual house package pump station, sewer forcemain and its appurtenances. ENGINEER will provide details of typical pump station mechanical equipment and installation and provide a written description of the individual home electrical service improvements to be completed by Contractor specific to each residence.

ENGINEER will submit an electronic copy (PDF) of the DRAFT FINAL Bid Documents.

For the purposes of budgeting, ENGINEER assumes 306 hours engineering and coordination effort to complete this subtask as detailed in the attached Fee Basis Work Plan. Additional contract support beyond that total shall be paid by CLIENT as additional services.

#### *Sub-Task 1.2: FINAL Bid Documents*

ENGINEER will incorporate one set of combined DRAFT FINAL Bid Documents CLIENT review comments and prepare FINAL Bid Documents. Any modifications to front-end contract specifications (commonly referred to as Division 0) shall be the responsibility of the City to provide as review comments. ENGINEER will address CLIENT's combined final set of review comments once before making a final submittal. Any change to submitted Contract Documents deemed "significant" by ENGINEER will be considered a change in scope and negotiated as an Additional Service. ENGINEER will prepare a FINAL Contract Specifications for use in public bid that is stamped and wet signed.

For the purposes of budgeting, ENGINEER assumes 86 hours engineering and coordination effort to complete this subtask as detailed in the attached Fee Basis Work Plan. Additional contract support beyond that total shall be paid by CLIENT as additional services.

#### **Deliverables**

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- DRAFT FINAL Bid Documents consisting of Contract Drawings and Specifications: one electronic copy (PDF) submitted to CLIENT Project Manger via email or Dropbox.
- FINAL Bid Documents consisting of Contract Drawings and Specifications: three (3) signed bound copies (22"x34" for drawings and bound 8 1/2" x 11" for specifications) and one electronic copy (PDF)



## Task 2 - Resident Engineering Support

### *Sub-Task 2.1: Assistance during Bidding Process*

ENGINEER will provide assistance during bidding and construction with the same key team members that leads the design. Our Project Engineers will transition to Resident Engineers during the construction phase. Our Project Manager will continue to play an active role in construction management and technical clarifications. Our electrical subcontractor (Frisch Engineering) will be utilized where necessary to complete electrical submittal review and clarifications. Waterworks will facilitate a pre-bid meeting at CITY Office with potential Contractors and prepare up to a total two (2) addendums and design clarifications.

For the purposes of budgeting, ENGINEER assumes 30 hours engineering and coordination effort to complete this subtask as detailed in the attached Fee Basis Work Plan. Additional contract support beyond that total shall be paid by CLIENT as additional services.

### *Sub-Task 2.2: Submittal Review*

ENGINEER will provide review of select technical submittals where CLIENT requires assistance confirming compliance with Project Construction Documents. Project Engineer will lead review of materials submittals and project constraint plans and Project Manager will provide technical oversight and input as deemed necessary. ENGINEER shall provide a written response to all submittals and give each one a review status as follows.

NET	-	NO EXCEPTIONS TAKEN
MCN	-	MAKE CORRECTIONS NOTED
R & R	-	REVISE AND RESUBMIT
REJ	-	REJECTED - RESUBMIT
REC	-	RECORD COPY
NR	-	NOT REVIEWED

CLIENT will maintain a Submittal Review Log summarizing status of all received submittals and coordinate all correspondence with Contractor regarding submittals.

ENGINEER assumes review of up to 12 civil and mechanical related design submittals for an average of 4-hour per submittal, totaling 48 hours. Additional civil and mechanical submittal review beyond 48 hours shall be paid by CLIENT as additional services.

ENGINEER assumes review of up to 8 electrical related design submittals for an average of 6-hour per submittal, totaling 48 hours. Additional electrical submittal review beyond 48 hours shall be paid by CLIENT as additional services.



## **WATERWORKS** ENGINEERS

A summary list of submittals anticipated to be required by the Contract Documents is provided below. CLIENT will review submittals from Contractor and request assistance from ENGINEER only on select submittals as deemed necessary by CLIENT.

Summary and Bill of Materials	Pipe & Fittings for pipe materials
By Pass Pumping Plan	Bolts, Nuts, & Gaskets
Lagoon Pipeline Removal Plan	Pipe Supports
Traffic Control Plan	Valves and Operators
Individual Residence PS Installation Plan	Piping Specialties
Overflow & Emergency Response Plan	Restrained Flange Coupling Adapters
Cable Holder	Restrained Mechanical Joint Glands
Spare Parts List	Site Access, Staging Area, Safety Plan
Lifting Chain	Pumps
Gravity Sewer Pipe	Dismantling Joint
Forcemain Pipe	Traffic Rated Concrete Box
Restraint Joints	Pressure Gauges
Manhole Coating System	Dewatering Plan
Warranty	SS Pipeline and Manhole Replacement Plan
Trench/Excavation Permit	Plastic Marking Tape
Schedule of Values	Metallic Marking Tape
Water Pollution Control Program Submittal	Pipe Locating Wire
Waste Disposal Plan	Waterstops
Precast Concrete Vaults	Epoxy Bonding Agent
Manhole Ring and Cover Drawing	Miscellaneous Metals
Grade Rings Drawing	Contractor Qualifications
48" Dia. MH Vertical Barrels Drawing	Concrete Curing Compound
48" Dia. MH Concentric Cones Drawing	Non-Shrink Non-Metallic Grout
Kor-N-Seal	Stainless Steel Fasteners Lubricant
Hatch Safety Net Drawing	Concrete Reinforcement Structural Steel
Gasket Technical Data	Joint Sealants
Access Hatches	Shoring
3/4" Class II Aggregate Base	Ordinary Class "A" Grout
Granular Bedding	Concrete Coatings for WW Structures
Crushed Stone	Irrigation Controller, Pipe, Valves & Fittings
Controlled Low-Strength Material Mix Design	Enclosure
1/2" Asphaltic Concrete Mix Design	Control Wiring
Basic Electrical Materials and Methods	Individual Residence Package Pump Station
Preconstruction Photos and Video Recording	Piercing Tool Setup and Equipment Plan
	Electrical and I&C related submittals



#### *Sub-Task 2.3: Design Clarifications and Information Requests*

ENGINEER will provide design clarifications in response to requests for information by CLIENT directly by phone or email or from Contractor (as forwarded by CLIENT) through written Request for Clarification or Information (RFC's or RFIs). ENGINEER's services under this subtask are likely to include questions related to drawing and technical specification clarification; limits of work confirmation; revisions to previously approved equipment submittals; implementation of approved work plans; review of installation procedures; unanticipated site condition review; change in site conditions from what is shown on drawings (i.e. pipes that are differing material or location from what was provided by CLIENT on record drawings), and other items for which the CLIENT requests that ENGINEER provide clarification and/or information. For the purposes of budgeting, it is assumed that two (2) significant clarifications (requiring on average 8 hours of assistance) and five (5) minor information requests (requiring on average 2 hours each) by ENGINEER will be required during the 6 months of project, and approximately 24 hours of drafting, totaling 50 hours. Additional submittal review beyond 50 hours shall be paid by CLIENT as additional services.

#### *Sub-Task 2.4: Change Order Review*

ENGINEER will provide review of change order requests submitted by Contractor through written request to the CLIENT. ENGINEER's services under this task are likely to include opinion of change in conditions compared to those presented in Contract Documents. For the purposes of budgeting, it is assumed that 6 hours of review and response to up to three (3) Change Order Requests will be required throughout the construction phase of 6 months of project for a total of up to 18 hours of ENGINEER assistance. Additional change order review beyond 18 hours shall be paid by CLIENT as additional services.

#### **Deliverables**

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- Submittal, RFIs, Change Order (PDF submitted via email to City PM)

### **Task 3 – Field Services**

#### *Sub-Task 3.1: Field Support / Meetings / Construction Observation*

ENGINEER will facilitate a combination of scheduled and "as-requested" field visits and construction observation in support of CLIENT field staff to provide input on status of construction and compliance of Work with Contract Documents. ENGINEER's services will include site visits; review and clarifications of field questions; and periodic construction meeting facilitation. For the purposes of budgeting, ENGINEER field support assumes attendance at every other periodic (scheduled) construction meetings (Qty 3 - 1 per every other month for six months, 2016), totaling 12 hours. Additional field support beyond 12 hours shall be paid by CLIENT as additional services.

#### **Deliverables**

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- None



## **Task 4: Record Drawings & Project Closeout**

### *Sub-Task 4.1: Project Closeout*

ENGINEER's services will include one (1) site visit during Paru pump station startup (4 hours each); one (1) for final inspection half-day site walk of all improvements (4-hours); and assistance creating a project close-out punch list (8-hours), totaling 16 hours. Additional assistance beyond 16 hours shall be paid by CLIENT as additional services.

### *Sub-Task 4.2: Record Drawings*

ENGINEER will prepare record drawings in the same format as 100% improvement plans and will include revisions based on Contractor redlines and CLIENT Inspector redlines provided to ENGINEER by CLIENT. ENGINEER's services will include reviewing and comparing redlines and preparing record drawings for the project. Conflicts between Contractor and CLIENT provided redlines shall be sent to CLIENT for clarification. For the purposes of budgeting, ENGINEER assumes 4 hours of project engineering and coordination and 36 hours of CAD technician effort to complete this task, totaling 40 hours. Additional record drawing support beyond 40 hours shall be paid by CLIENT as additional services.

### **Deliverables**

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- Record Drawings in full size (22"x34") format: electronic copy PDF; and source file format on DVD or flash drive.



## Project Schedule

Water Works Engineers basis for this Scope of Services is per the estimated Construction Schedule that is shown below. Schedule will be updated by ENGINEER as needed to account for actual date of receipt of Notice to Proceed, City Review and Permitting.

Estimated Final Design and Construction Schedule	
Description	Estimated Time / Date
Notice to Proceed (signed Amendment)	June 22, 2015 (assumed)
Receipt of any previous Review Comments	June 22, 2015 (assumed)
Final Draft Bid Documents Submittal	8-weeks (August 24, 2015)
City Engineering / Building Department Review	4-weeks (September 21, 2015)
City Permitting (TBD - by City, if any)	4-weeks (October 21, 2015)
City provides final combined comments	October 30, 2015
Final Bid Documents Submittal	4-weeks (November 30, 2015)
Bid Preparation, Bid Period, Bid Opening	December 2015 – January 2016
Council Approval, Award, Contracting, NTP	January 2016 – March 2016
Construction Period	April 2016 – December 2016



## Payment

Payment for services will be on a Time and Expense basis not to exceed **\$79,994** without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates in the following table. For the purpose of budgeting and quantifying fee for these services, ENGINEER has provided a Fee Basis Work Plan for reference. At the time of execution of the services, ENGINEER shall utilize, at ENGINEER's sole discretion, the mix of staff available to complete the work in a manner deemed by ENGINEER most efficient to the support project's required schedule. The fee basis work plan represents the ENGINEER's assumptions for time and associated fee required to complete this scope of services. Effort required beyond the not to exceed fee limit defined herein shall be provided as additional services.

## 2015 Billing Rates

Billing Categories		
Classification	Title	Hourly Rate
Water Works Engineers, LLC		
AA	Administrative	\$90
T1	Drafter	\$77
T2	Designer	\$103
T3	Senior Designer	\$125
E1	Staff Engineer	\$113
E2	Associate Engineer	\$138
E3	Project Engineer	\$155
E4	Senior Project Engineer / Project Manager	\$180
E5	Principal Engineer	\$209
Frisch Engineering - E&IC		
PE	Principal Engineer	\$175
SE	Senior Engineer	\$160
AE	Associate Engineer	\$140
TA	Technical Assistant Engineer	\$105

- Notes:
1. A markup of 5% will be applied to all project related Direct Costs and Expenses, including subconsultants.
  2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
  3. These rates are effective through December 31, 2016. A 3% mark-up will be added for any services performed in 2016 and each year thereafter.



## Fee Basis Work Plan

Client: City of Alameda  
 Project: Lagoon Seawall Trunk Sewer Relocation - Final Design & SDC  
 Prepared by: Mike Fisher / Jigar Shah  
 Date: 5/18/2015

Final Design & SDC	Hours and Fee																		
	Task 1 - Preparation of Bid Documents				Task 2 - Resident Engineering Support				Task 3 - Field Services				Task 4 - Record Drawings & Project Closeout						
	Subtask 1.1		Subtask 1.2		Subtask 2.1		Subtask 2.2		Subtask 2.3		Subtask 2.4		Subtask 3.1		Subtask 4.1		Subtask 4.2		
	2015		2015		2015		2016		2016		2016		2016		2016		2016		
	DRAFT FINAL Bid Documents		FINAL Bid Documents		Assistance during Bidding Process		Submittal Review		Design Clarifications and Information Requests		Change Order Review		Field Meetings / Construction Observation		Project Closeout		Record Drawings		
<b>Water Works Engineers</b>	2015	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Classification Title	Hourly Rate																		
E4 Mike Fisher - PM	\$180	6	\$1,080	2	\$360	2	\$360	6	\$1,112	2	\$371	3	\$556						
E3 Jigar Shah - PE	\$155	60	\$9,300	18	\$2,790	20	\$3,100	42	\$6,705	14	\$2,235	15	\$2,395	12	\$1,916	16	\$2,554		
E1 Staff Engineer	\$113	100	\$11,300	24	\$2,712	8	\$904			10	\$1,164								
T1 Drafter/Jr. Technician	\$77	120	\$9,240	36	\$2,772					24	\$1,903								
Expenses																			
WWE Expenses					\$125														
<b>Subconsultants</b>																			
<i>Frisch Engineering - E&amp;C</i>																			
Classification Title	Hourly Rate																		
PE Principal Engineer	\$175	4	\$700	2	\$350			4	\$700										
SE Senior Engineer	\$160	8	\$1,280	4	\$640			12	\$1,920										
AE Associate Engineer	\$140	8	\$1,120					32	\$4,480										
TA Technical Assistant	\$105																		
Expenses																			
Subconsultant mark-up	5%							\$355											
Annual increase for WWE rates of	3%																		
<b>Subtask Totals</b>		306	\$34,020	86	\$9,749	30	\$4,354	96	\$15,273	50	\$5,673	18	\$2,951	12	\$1,916	16	\$2,554	40	\$3,494

	Hours	Fee
Task 1 - Preparation of Bid Documents	392	\$43,769
Task 2 - Resident Engineering Support	194	\$28,261
Task 3 - Field Services	12	\$1,916
Task 4 - Record Drawings & Project Closeout	56	\$6,048
<b>Total</b>	<b>654</b>	<b>\$79,994</b>

**Total Fee \$79,994**



**NOTEPAD:**HOLDER CODE **ALA0950**  
INSURED'S NAME **Water Works Engineers, LLC****WATER-N**  
**OP ID: B8**PAGE 2  
DATE **07/18/14**

## Additional Insured:

The City of Alameda, its City Council, boards and commissions, officers, and employees are added as additional insured as respects to the General & Auto Liability only for ongoing work as per BP 04 13 07 13, Waiver of Subrogation applies as per BP 04 97 01 06 per written contract on general and auto liability. Said insurance is primary and non-contributory per written contract to other insurance available to the additional insured as per BP 14 88 07 13. The City of Alameda, its City Council, boards and commissions, officers, and employees are additional insured for work done on their behalf of the named Insured. Severability of interest applies.  
Professional Liability-Claim Made-Retroactive Date 07/01/05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

**Section II – Liability** is amended as follows:

**A.** The following is added to Paragraph **C. Who Is An Insured**:

3. Any architect, engineer or surveyor engaged by you is also an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

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

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Name Of Person Or Organization:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph H. **Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**CERTIFICATE OF LIABILITY INSURANCE** Acct#: 1170041

DATE (MM/DD/YYYY)  
09/02/2014

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> <b>Lockton Companies, LLC</b> <b>5847 San Felipe, Suite 320</b> <b>Houston, TX 77057</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME :</td> </tr> <tr> <td>PHONE (A/C No.Ext):</td> <td>888-828-8365</td> </tr> <tr> <td>FAX (A/C, No):</td> <td></td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td style="width:80%;"></td> <td style="text-align: right;">NAIC</td> </tr> <tr> <td colspan="2">INSURER-A: Ace American Insurance Co. <span style="float: right;">22667</span></td> </tr> <tr> <td colspan="2">INSURER-B:</td> </tr> <tr> <td colspan="2">INSURER-C:</td> </tr> <tr> <td colspan="2">INSURER-D:</td> </tr> <tr> <td colspan="2">INSURER-E:</td> </tr> <tr> <td colspan="2">INSURER-F:</td> </tr> </table>	CONTACT NAME :		PHONE (A/C No.Ext):	888-828-8365	FAX (A/C, No):		E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE			NAIC	INSURER-A: Ace American Insurance Co. <span style="float: right;">22667</span>		INSURER-B:		INSURER-C:		INSURER-D:		INSURER-E:		INSURER-F:	
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INSURER-E:																									
INSURER-F:																									
<b>INSURED</b> Insperity , Inc. for Leased Workers to <b>WATER WORKS ENGINEERS, LLC</b> 19001 Crescent Springs Drive Kingwood, TX 77339																									

**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.

IN S R L T R	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$								
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$								
						MED EXP (Any one person) \$								
						PERSONAL & ADV INJURY \$								
						GENERAL AGGREGATE \$								
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PROFESSIONAL LIABILITY \$								
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$								
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per Person) \$								
						BODILY INJURY (Per accident) \$								
						PROPERTY DAMAGE (Per accident) \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE \$								
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$								
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	C48164225	10/01/2014	10/01/2015								
						<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td> <td style="width:50%;"><input type="checkbox"/> OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<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	
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<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														

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional remarks Schedule, if more space is required)  
 WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER INCLUDED WHEN REQUIRED BY CONTRACT. RE: Alameda Lagoon Pipeline Project.

**CERTIFICATE HOLDER**

City of Alameda  
 Attn: Jeanette Navarro  
 Public Works Department 950 W. Mall Square, Room 110  
 Alameda, CA 94501

**CANCELLATION**

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

**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity, Inc. WATER WORKS ENGINEERS, LLC 19001 Crescent Springs Drive, Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol:                      Number: <b>C48164225</b>
Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of the Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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

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

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

**Schedule**

City of Alameda  
Public Works Department 950 W. Mall Square, Room 110  
Alameda, CA 94501

WHEN REQUIRED BY WRITTEN CONTRACT.

For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.



\_\_\_\_\_  
Authorized Agent

