ORIGINAL

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("**Agreement**") is entered into this 20th day of July, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and **NUTE ENGINEERING**, a California corporation whose address is **907 MISSION AVENUE, SAN RAFAEL, CALIFORNIA 94901**, hereinafter called the Consultant, in reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Various City projects require environmental professional services. The City issued a Request for Proposal for the services in this contract scope and selected the firm that best meets the City's needs. This is the First Amendment.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for engineering design services for the rehabilitation of approximately 14,393 linear feet of sewer replacements, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 1st day of July 2016, and shall terminate on the 30th day of June 2017, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONSULTANT:

a. By the 7th day of each month, Consultant shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from account

ORIGINAL

9950216. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed $333,069.

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 or Consultants, as applicable, 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.

6. INDEPENDENT PARTIES:

Consultant hereby declares that Consultant is engaged as an independent business and Consultant agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks 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 compensation due to 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 its 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 and state and federal law that harassment and discrimination are unacceptable conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee 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:

a. Consultant shall indemnify, defend, and hold harmless the 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.

b. **Indemnification for Claims for Professional Liability Only:** 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.

c. Consultant's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Consultant shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. 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 automobile liability coverage (any auto) in the following minimum limits:

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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least $1,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the

insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. 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 consult 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 requires 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:

a. 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 the City Manager. Consultant shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. 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 against the City under this Agreement may be assigned by Consultant to a bank, trust company or other financial institution without prior written consent.

b. 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 or more of the voting power of the corporation.

13. APPROVAL OF SUB-CONSULTANTS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Consultant wishes to use sub-Consultants, at no additional costs to the City, then Consultant shall submit a written request for consent to add sub-Consultants including the names of the sub-Consultants and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-Consultant shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Consultant. In addition, any tasks or services performed by sub-Consultants shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Consultant then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. 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 of the City Manager or his/her designee.

c. Consultant shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Consultant shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Consultant's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All 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 the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all 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 by Consultant for a period of three (3) years after receipt of final payment.

c. 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 this Agreement or failure to act in good faith, then Consultant shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

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

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Erin Smith, Public Works Coordinator
Ph: (510) 747-7938 / Fax: (510) 769-6030

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

David Stier, P.E
Nute Engineering
907 Mission Avenue
San Rafael, CA 94901
PH: 415-456-4480

18. SAFETY:

a. The Consultant will be solely and completely responsible for conditions of all vehicles owned or operated by Consultant, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Consultant will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Consultant's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Consultant will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Consultant will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Consultant's employee(s) involved in the incident; (iii) name and address of Consultant's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. 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 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 thereafter immediately terminate the Agreement forthwith by giving to the Consultant written notice thereof.

b. The foregoing notwithstanding, 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.

c. Upon termination of this Agreement either for cause or for convenience, 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. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable

fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Consultant shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Consultant, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Consultant shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to 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.

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:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. 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. CAPTIONS:

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

Signatures on next page

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

NUTE ENGINEERING
A California Corporation

David Stier, P.E
Partner

Mark Wilson, P.E.
President

CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL:

for

Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney

Janet Kern
City Attorney

Exhibit A

907 Mission Avenue | San Rafael, CA 94901 | Phone 415-453-4480 | Fax 415-453-0343 | www.nute-engr.com

NUTE ENGINEERING
Civil & Sanitary Consultants

June 7, 2016

Erin Smith, Acting Deputy Public Works Director
City of Alameda Department of Public Works
950 West Mall Square
Alameda, CA 94501

Re: **Contract Amendment for Engineering Design Services**
Alameda Cyclic 14 Sewer Rehabilitation Project

Dear Ms. Smith:

Nute Engineering is pleased to submit this proposal for a Contract Amendment to provide engineering design services for the Alameda Cyclic 14 Sewer Rehabilitation Project. Our review of the sewer pipes selected for 2016-17 shows that the project consists of the following:

10,087 linear feet of sewers in roadways (6"-21" diameter)
4,306 linear feet of easement sewers (6" diameter)
14,393 LINEAR FEET TOTAL SEWER REPLACEMENT

The 2016-17 Project is similar to the current project in overall length, but includes a significant number of easement sewers. Field investigations during the 2015-16 Cyclic 13 Rehabilitation project revealed that the sewer easements have numerous unpermitted encroachments that will make rehabilitation of the easement sewers challenging. Based on this information, it is anticipated that a separate project will likely be required using specialized trenchless pipe replacement methods for the easement sewers. The preparation of plans and specifications for separate easement sewer project is included in this proposal

We look forward to your favorable review of our proposal included the attached cost sheet for the Contract Amendment. Should you have any questions concerning our proposal, please contact me at 415-453-4480 ext. 214 or d.stier@nute-engr.com as the authorized contract negotiator.

Very truly yours,

NUTE ENGINEERING

By _____
David Stier, P.E., Partner

Attachment

Printed on 100% Recycled Paper

Exhibit B

PROJECT COST ESTIMATING SHEET
CITY OF ALAMEDA
CYCLIC 14 SEWER REHABILITATION PROJECT

NUTE ENGINEERING
907 Mission Ave
San Rafael, CA 94901

	Senior Engineer	*Engineer III*	*Engineer II*	*Senior CAD Designer*	*CAD Tech 1*	*GIS Tech I*	*Technical Typing*	*Direct Cost*	*Direct Cost Markup*	TOTALS
Rate $/Hr	$188	$179	$172	$169	$116	$90	$101			
1. Pre-Design Investigation										
Review existing information		40	40							
Field and utility investigation										
CCTV Inspection Review		10	10			80				
Utility Investigation (Electronic Location, Potholing)		20	20			20		20,000	2,000	
Field Investigations		40	40							
Permit Identification		10	10							
Utility Investigation		20	20			40				
Geotechnical investigation for all work locations		10						28,000	2,800	
Topographic survey and CAD processing for all work locations		8	18					41,126	4,113	
Hours		158	158			140				
Cost		$28,282	$27,176			$12,600		$89,126	$8,913	$166,097
2. Prepare Plans, Review Specifications and Cost Estimate (2 Projects)										
Project Design Coordination										
Kickoff Meeting		3								
Monthly Meetings (5 total)		15	15							
Public Outreach and Coordination		10	10							
Project document management		20								
Project Plans (2 Projects - Cyclic and Easement)										
Coordinate all backfill, paving requirements, details per the City of Alameda		20								
Develop and submit 30% plans	10	70	60	40	60					
Develop and submit 60% plans	10	70	90	40	80					
Develop and submit 95% plans	10	60	60		80					
Submit final plans		60			40					
Review and revise project specifications as required (Cyclic Project)		20					20			
Prepare project specifications (Easement Project)		20	20							
Develop detailed project cost estimate		20			20					
Hours	30	388	255	80	280		20			
Cost	$5,640	$69,452	$43,860	$13,520	$32,480		$2,020			$166,972
TOTAL										$333,069

David Stier RCE No. 68950

6/7/2016
Date

Client#: 297 NUTEENGIN1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2016

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	CONTACT NAME: Nancy Ferrick	
Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
	E-MAIL ADDRESS: nferrick@dealeyrenton.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Co.	29424
INSURER B : American Automobile Ins. Co.	21849
INSURER C : XL Specialty Insurance Co.	37885
INSURER D : Sentinel Insurance Co. LTD	11000
INSURER E :	
INSURER F :	

INSURED
Nute Engineering, Inc.
907 Mission Avenue
San Rafael, CA 94901-2910

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X	X	57SBWAW0530 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	04/16/2016	04/16/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	57UEGTL4607	04/16/2016	04/16/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			57SBWAW0530	04/16/2016	04/16/2017	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81026541	07/01/2015	07/01/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			DPR9803847	04/16/2016	04/16/2017	$2,000,000 per Claim $2,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Cyclic 14 Sewer Rehabilitation Project. The City of Alameda, its City Council, Boards and Commissions, Officers and Employees are included as Additional Insured for General and Automobile Liability. Insurance is primary and a Cross Liability Clause applies per policy form. A Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation.

CITY OF ALAMEDA
Risk Management
Date 6-15-16
Lisa Akil, City Risk Manager

CERTIFICATE HOLDER

City of Alameda
Public Works Dept.
950 West 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
Angela Borg

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NMF

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: Nute Engineering, Inc.
Policy Number:57UEGTL4607
Policy Effective Dates: 04/16/2016
Additional Insured:
The City of Alameda, its City Council, Boards and Commissions, Officers and Employees

Additional Insured: SECTION II – LIABILITY COVERAGE
1. WHO IS AN INSURED: The following are "insureds"
c. Anyone liable for the conduct of an "insured"…but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS
B. General Conditions - 5. Other Insurance
a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS
G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

CITY OF ALAMEDA
Risk Management
Date 6-15-16
Marcella Akil, City Risk Manager

Insured: Nute Engineering, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBWAW0530
Policy Effective Date: 04/16/2016
Additional Insured:
The City of Alameda, its City Council, Boards and Commissions, Officers and Employees

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. **Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, 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:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

CITY OF ALAMEDA
Risk Management
6-15-16
Date
Lucretia Akil, City Risk Manager

Insured: Nute Engineering, Inc.

Policy Number: WZP81026541

Effective Date: 07/01/2015

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
City of Alameda Public Works Dept. 950 West Mall Square, Room 110 Alameda, CA 94501	Re: Cyclic 14 Sewer Rehabilitation Project. PERSON OR ORGANIZATION CONTINUED: The City of Alameda, its City Council, Boards and Commissions, Officers and Employees

CITY OF ALAMEDA
Risk Management
Date 6-15-16
Lucretia Akil, City Risk Manager

Countersigned by _____
Authorized Representative

Form WC 04 03 06 **(1)** Printed in U.S.A.
Process Date: **Policy Expiration Date:**