

FIRST AMENDMENT TO CONSTRUCTION AGREEMENT

This First Amendment of the Construction Agreement, entered into this ____ day of November, 2024, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and COURTNEY, INC., a California corporation whose address is 16781 Millikan Avenue, Irvine CA 92606, (hereinafter "Contractor"), is made with reference to the following:

RECITALS:

A. On September 17, 2024, an agreement was entered into by and between the City and Contractor (hereinafter "Agreement") in an amount not to exceed \$2,549,469, for furnishing all labor, tools, equipment, materials, except as herein specified; and doing all work associated with removal of the existing membrane roof, mechanical roof units; and replacement with a new membrane roof system on 2301 Monarch Street ("Building 24").

B. Whereas, the City Council authorized the City Manager to execute this Agreement, as amended on _____.

C. The City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 3, COMPENSATION TO CONTRACTOR, is modified to read as follows:

a. Total compensation for work is \$2,549,469, with a ten (10) percent contingency in the amount of \$254,947 for a total not to exceed of \$2,804,416. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City


4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page


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

COURTNEY INC.
a California corporation

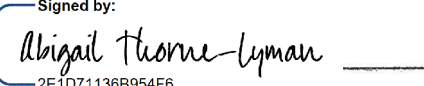
CITY OF ALAMEDA
a Municipal Corporation

By: 
Robert Gilbert
Chief Financial Officer


By: _____
Jennifer Ott
City Manager

By: 
George Courtney
Chief Executive Officer

RECOMMENDED FOR APPROVAL:

Signed by:
By: 
Abigail Thorne-Lyman
Base Reuse and Economic Development
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:
By: 
Len Aslanian
Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with producer and insured information, contact details, and insurer list with NAIC numbers.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main table listing insurance coverages (A-E) with details on policy numbers, effective/expiration dates, and limits.

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

RE: Alameda Point Building 24 Roof Replacement. glaipwv/auaiwv/wcww

City of Alameda, its City Council, boards, commissions, officials, employees, agents and volunteers are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements.

This insurance shall apply as Primary and Non-Contributory per attached endorsement.

Waiver of Subrogation for General Liability, Auto Liability and Workers' Compensation: See Attached Endorsements.e

Signature and dates: 8/22/2024, 10/17/2024

CERTIFICATE HOLDER

CANCELLATION

Table for certificate holder details (City of Alameda) and cancellation notice.



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Courtney, Inc. 16781 Millikan Avenue Irvine, CA 92606
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation:

*Except 10 days notice of Cancellation for non-payment of premium.
 Should this policy be cancelled before the expiration date, HUB International Insurance Services, Inc. will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

Remarks:

General Aggregate Limit per Project; \$10,000,000.
 Excess coverage is follow form as per the policy language.
 Contractors Pollution: Includes Mold and Fungus \$3,000,000 Each Claim/Aggregate; Deductible Each Claim \$10,000. Incidental Professional Services Liability Per Each Claim/ Aggregate: \$3,000,000

Policy #: CF4CA01717-241

Policy Effective Date: 02/01/2024

COMMERCIAL AUTO
ECA 04 521 04 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

SCHEDULE

Name Of Additional Insured Organization

ALL ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED TO BE NAMED AS AN ADDITIONAL INSURED ON THIS POLICY WITH REGARD TO THEIR OPERATION, MAINTENANCE, OR USE OF A COVERED "AUTO".

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

The following is added to the Who Is An Insured paragraph under Section II – Liability Coverage:
The organization shown in the Schedule with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such organization to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

A. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own;
or

B. Is executed after the date of "loss".
This paragraph does not apply if:

1. The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
2. You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Policy number: CF4CA01717-241 Policy Effective Date: 02/01/2024

**COMMERCIAL AUTO
ECA 24 503 02 14**

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:

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

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition 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 an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the



POLICY NUMBER: SCGL004000010600

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

Policy Effective Date: 02/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – 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.

POLICY NUMBER: SCGL004000010600

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

Policy Effective Date: 02/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract	

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 **Section III – 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.

Policy number: SCGL004000010600

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

Policy Effective Date: 02/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition 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.

POLICY NUMBER: SCGL004000010600

COMMERCIAL GENERAL LIABILITY

Policy Effective Date: 02/01/2024

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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.

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

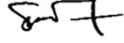
SUMMIT SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

General Change Endorsement

This endorsement modifies insurance under the following:

- Commercial Umbrella Policy**
- Commercial Follow Form Policy**
- Commercial Excess Liability Policy**

Endorsement Effective Date:	2/1/2024	Policy No:	SXCS004000003500	Endorsement No	<u>2</u>
Named Insured:			Countersigned By:		
Courtney, Inc. 16781 Millikan Avenue, Irvine, CA 92606					

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

Changes:

<input type="checkbox"/> Additional Premium	\$0.00
<input type="checkbox"/> Return Premium	\$0.00
<input checked="" type="checkbox"/> Non-Premium	\$0.00
Total	\$0.00

Endorsement for the following reason:

- Audit
- Mid-term change
- Limits Change
- Expiration Date Change
- Named Insured Change
- Address
- Inception Date Change
- Coverage cancelled
 - Short Rate
 - Pro Rate
 - Minimum Premium Applies

Is amended to read as follows:

In consideration of no change in premium, it is hereby understood and agreed that the policy is changed as follows:
 Form SSIC 03 004 11 20 - Schedule of Underlying is amended as attached.
 Also, form SSIC 05 080 11 20 Injury to Independent Contractors is removed from the policy.
 All other terms and conditions remain unchanged

All Other Terms and Conditions Remain Unchanged

Summit Specialty Insurance Company
 325 N St Paul, Suite 900
 Dallas, TX 75201

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

COMMERCIAL EXCESS LIABILITY COVERAGE

This schedule forms a part of Policy Number: SXCS004000003500

TYPE OF POLICY

LIMITS OF LIABILITY

Controlling Underlying Insurance Policies

Carrier 1: Summit Specialty Insurance Company
Policy Number: SCGL004000010600
Type: General Liability
Term: 2/1/2024 - 2/1/2025

\$1,000,000 Occurrence
 \$2,000,000 Aggregate
 \$2,000,000 Products-Completed Operations
 Aggregate

Carrier 2: Everest National Insurance Company
Policy Number: CF4CA01717241
Type: Commercial Auto
Term: 2/1/2024 - 2/1/2025

\$1,000,000 Combined Single Limit

Carrier 3: Redwood Fire and Casualty Ins Co
Policy Number: COWC561352
Type: Employers Liability
Term: 2/1/2024 - 2/1/2025

\$1,000,000 Each Accident
 \$1,000,000 Disease Each Employee
 \$1,000,000 Disease Policy Limit