

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 21st day of May, 2013, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") **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. On February 22, 2012, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein for additional design work in the amount of \$57,000.

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

1. Page 1, Item No. 1, TERM, of the Agreement is modified to add the following:

"The term of this First Amendment to Agreement shall commence on the 1st day of July, 2013, and shall terminate on the 30th day of June, 2014, unless terminated earlier as set forth herein."

2. Page 1, Item 2, SERVICES TO BE PERFORMED, of the Agreement is modified to add the following:

~~"Consultant shall also perform each requested service set forth in the list of services detailed in Exhibit "A1", as directed by the City, which is attached hereto and incorporated herein by this reference. The Consultant acknowledges that the work plan included in Exhibit "A1" is tentative and does not commit the City to perform all task included therein."~~

3. Page 1 and 2, Item No. 3, COMPENSATION TO CONSULTANT, Paragraph 1, 2 and 3 of the Agreement is modified to add the following:

"Consultant shall be compensated for services performed pursuant to the First Amendment to Agreement in the amount set forth in Exhibit "A1" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the Sewer fund."

“Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit “A1” unless mutually agreed upon in writing. Extra work must be approved to in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit “A1” schedule.

“Total compensation for identified work scope in the first amendment is not to exceed \$57,000.”

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.


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

WATERWORKS ENGINEERS, LLC
A Arizona Limited Liability Company



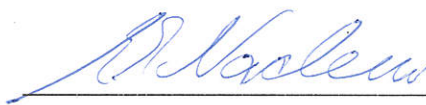
Jim Geselbracht, PE
Principal

CITY OF ALAMEDA
Municipal Corporation



John A. Russo
City Manager

RECOMMENDED FOR APPROVAL:



Matthew T. Naclerio
Public Works Director

APPROVED AS TO FORM:
City Attorney



Stephanie Garrabrant-Sierra
Assistant City Attorney

Scope of Engineering Services

Modifications to Contract Documents for Additional Design Request

Water Works Engineers and City of Alameda

Relocation of Two existing Sewer Mains (Lagoon Seawall & Clinton Avenue Extension) Project

This Scope of Engineering Services for the Relocation of Two existing Sewer Mains (Lagoon Seawall & Clinton Avenue Extension) 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

The project specifics are as follows:

Location	City of Alameda, California
Facility Name	Relocation of Two existing Sewer Mains (Lagoon Seawall & Clinton Avenue Extension) Project
Facility Type	Wastewater Pump Station(s) and Pressure and Gravity Pipeline(s)
General Project Components	<p>The project consists of the following:</p> <p>Component 1: Survey eighteen private properties along its sewer lateral alignment.</p> <p>Component 2: Identify, quantify, and recommend new landscaping and hardscape material to match the existing landscaping on eighteen private properties.</p> <p>Component 3: Prepare individual private property drawings showing private property sewer design including survey and landscaping data on the drawings for eighteen private properties.</p> <p>Component 4: Produce FINAL Contract Documents</p> <p>Items shown on the contract documents or specifications, including demolition; salvage; repair; and construction of improvements affected by the Work, and incidentals for complete useable facility</p>



General Objective for this Scope of Services	City for	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 Relocation of Two existing Sewer Mains (Lagoon Seawall & Clinton Avenue Extension) Project. City of Alameda seeks additional services for designing Private Property Sewer Design to fulfill the City's additional requirements in bidding the project.
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Scope of Services

To meet the general project objective, the following services will be provided by ENGINEER for the Relocation of Two existing Sewer Mains (Lagoon Seawall & Clinton Avenue Extension) Project. This Scope of Services has been split into subtasks as follows:

Task 1: Private Property Surveying

See attached Scope of Work.

Task 2: Landscaping Services

See attached Scope of Work.

Task 3: Private Property Sewer Design

Sub-Task 3.1: Individual Private Property Drawings

ENGINEER's services will include incorporating task 1 and 2 data in preparing the individual private property drawings. ENGINEER will prepare maximum of twenty-five (25) 11"x17" drawings to be incorporated in the current contract specification. ENGINEER will show 10 feet of survey corridor with proposed private property sewer lateral being in center and make references to contract drawings. The addresses of eighteen private properties are 1000, 1001, and 1019 Sherman Street; 1100 and 1161 Bay Street; 1200, 1205, 1207, 1208, 1213, 1214, 1217, 1223, 1232, and 1236 St. Charles Street; and 1200, 1231 and 1234 Hawthorne Street. ENGINEER will show detailed landscaping and hardscaping features, and private sewer lateral design of these private properties at 1" = 5' scale. For the purposes of budgeting, ENGINEER assumes 44 hours of project engineering, and coordination, and 80 hours of CAD technician effort to complete this task, totaling 124 hours. Additional contract drawing support beyond 124 hours shall be paid by CLIENT as additional services.

Sub-Task 3.2: Contract Specifications

ENGINEER will update the current contract specifications by updating Section R and incorporating additional technical information. For the purposes of budgeting, ENGINEER assumes 28 hours of project engineering and coordination to complete this task, totaling 28 hours. Additional contract specification support beyond 28 hours shall be paid by CLIENT as additional services.



Task 4: Prepare FINAL Contract Documents

Sub-Task 4.1: Prepare FINAL Contract Drawings

ENGINEER's services will include incorporating tasks 1, 2, and 3 data, and addressing in preparing the individual private property drawings. ENGINEER will incorporate all City comments that were received on May 9th, 2013 and other additional cross reference comments from task 3. Any change to submitted Contract Documents on 4/18/2013 design deemed "significant" by ENGINEER will be considered a change in scope and negotiated as an Additional Service under terms of existing Agreement prior to ENGINEER commencing services. (i.e. Major changes of scope would be on the order of adding a permanent generator to Paru Pump Station; adding an additional pump station to project; slip lining or other trenchless construction methodologies not included in 4/18/2013 design; any design that necessitates additional field investigation by ENGINEER. Current installation method is all open cut and one front steer guided bore and jack on Hawthorne St.). ENGINEER will address City's' combined set of review comments once before making a final submittal.

ENGINEER will prepare a FINAL Contract Drawings or Bid Documents that is stamped and wet signed. For the purposes of budgeting, ENGINEER assumes 44 hours of project engineering, and coordination, and 60 hours of CAD technician effort to complete this task, totaling 104 hours. Additional contract drawing support beyond 104 hours shall be paid by CLIENT as additional services.

Sub-Task 4.2: Prepare FINAL Contract Specifications

ENGINEER will incorporate all City comments that were received on May 9th, 2013; include City provided front end specifications; address use of standards and remove conflicts. ENGINEER will address City's' combined 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 under terms of existing Agreement prior to ENGINEER commencing services.

ENGINEER will prepare a FINAL Contract Specifications or Bid Documents that is stamped and wet signed. For the purposes of budgeting, ENGINEER assumes 64 hours of project engineering and coordination effort to complete this task, totaling 64 hours. Additional contract drawing support beyond 64 hours shall be paid by CLIENT as additional services.

Deliverables

- FINAL Contract Documents (PDF)
- FINAL Bid Documents (three (3) signed bound copies (22"x34") and one electronic copy (PDF – 11"x17" & 22"x34"))



Project Schedule

Water Works Engineers basis for this Scope of Services is per the estimated Schedule that is shown below.

Estimated Schedule	
Description	Estimated Date
Notice To Proceed	May 27 th 2013
Task 1 – Private Property Survey	May 27 th until June 21 st 2013
Task 2 – Landscaping Services	May 27 th until June 25 th 2013
Task 3 – Private Property Sewer Design Drawings & Specs	June 24 th 2013 until July 12 th 2013
Task 4 – FINAL Contract Documents	May 27 th 2013 until July 12 th 2013
Construction Period	March 2014 – November 2014

Payment

Payment for services will be on a Time and Expense basis not to exceed **\$57,000** without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates in the following table. A Fee Basis Work Plan is attached as reference.

2013 Billing Rates

Billing Categories		
Classification	Title	Hourly Rate
AA	Administrative	\$84
T1	Drafter	\$73
T2	Designer	\$97
T3	Senior Designer	\$117
E1	Staff Engineer	\$107
E2	Associate Engineer	\$130
E3	Project Engineer	\$146
E4	Senior Project Engineer / Project Manager	\$170
E5	Principal Engineer	\$197

- Notes:
1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
 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, 2013. A 3% mark-up will be added for any services performed in 2013 and each year thereafter.



WATERWORKS
ENGINEERS

Fee Basis Work Plan

Water Works Engineers Fee Estimate

Client City of Alameda
Project Relocation of Two Sewer Mains_Modification to Contract Document for Additional Design
Prepared by Jigar Shah
Date 5/21/2013



			Hours and Fee											
			Task 1: Private Property Surveying		Task 2: Landscaping Services		Task 3: Private Property Sewer Design		Task 4: FINAL Contract Documents					
			Subtask 1.1		Subtask 2.1		Subtask 3.1		Subtask 3.2		Subtask 4.1		Subtask 4.2	
Year			2013		2013		2013		2013		2013		2013	
			Design Level Topo Mapping		Landscape Construction Drawings/Permitting		Individual Private Property Drawings		Contract Specifications		Contract Drawings		Contract Specifications	
			hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee
Water Works Engineers														
Classification	Title	Hourly Rate												
E4	Mike Fisher - PM	\$170					4	\$680	4	\$680	4	\$680	4	\$680
E3	Jigar Shah - PE	\$146					40	\$5,840	24	\$3,504	40	\$5,840	60	\$8,760
E1	Staff Engineer	\$107												
T2	Drafter / Technician	\$97					80	\$7,760			60	\$5,820		
AA	Administrative	\$84												
Subconsultants														
Andrege Geomatics - Survey														
Classification	Title	Hourly Rate												
	Private Property	LS												
	Design Level Topo Map			\$12,940										
MSLA - Landscape Architecture														
Classification	Title	Hourly Rate												
	Landscape	LS												
	Architectural Services				\$3,600									
Subconsultant Fees														
Subconsultant Markup			5%	\$647	\$180		\$0		\$0		\$0		\$0	
Annual Increase for WWE rates of			3%											
Subtask Totals			0	\$13,587	0	\$3,780	124	\$14,280	28	\$4,184	104	\$12,340	64	\$9,440

	hrs	fee
Task 1: Private Property Surveying	0	\$13,587
Task 2: Landscaping Services	0	\$3,780
Task 3: Private Property Sewer Design	152	\$18,464
Task 4: FINAL Contract Documents	168	\$21,780
Total	320	\$57,611

Total Fee \$57,000



We take your position precisely.

May 20, 2013

Jigar Shah, PE
WaterWorks Engineers
1322 Blue Oaks Blvd, Ste 300
Roseville, CA 95678

Phone: 916.780-2888
Fax: 916.780.2848
P13-0317

**Re: City of Alameda - Lagoon Sewer Project
City of Alameda, Alameda County, CA**

Dear Jigar;

Per our phone conversation, herewith is our revised proposed scope of work and fees for professional surveying services on the City of Alameda Lagoon Sewer Project.

Task 1 - Design Level Topographic Mapping

ANDREGG GEOMATICS shall provide field and office work to set and survey project control for fourteen (14) specific sites, impacting eighteen (18) different parcels, for replacement and upgrades of the private sanitary sewer pipelines along Hawthorne St, St Charles St, Bay St, and Sherman St. The specific sites are delineated on Exhibits A - D, or more particularly labeled sheets C-3 to C-6, as provided by Waterworks Engineers and dated April 2013. ANDREGG GEOMATICS shall include, but not limit, the following physical features: center of roadway, lip of gutter, gutter flowline, top back of curb, top back of walk, retaining walls, driveway cuts, accessible sewer manholes including pipe sizes and inverts, accessible storm drain manholes including pipe sizes and inverts, drain inlets including pipe sizes and inverts, accessible sewer cleanouts and inverts, locate all fencing, building corners, delineate limits of lawn, retaining walls, any landscaping features that may be impacted during construction, and include all trees including tree dbh. ANDREGG GEOMATICS shall coordinate with Landscape Architect to label the different type of trees and other landscaping vegetation within the mapping limits. Topographic limits shall conform with the requested limits as delineated on Exhibits A-D as supplied by Project Engineer. Prepare a topographic base mapping of for each property at 1"= 5' scale with 1-foot contours on 11" x 17" sheets with one sheet per property if scale will allow. The horizontal datum shall be California State Plane (NAD83) Zone 3 in US Survey ft and vertical datum shall be North American Vertical Datum of 1988 (NAVD88) and based on nearest found Alameda County or NGS benchmarks. Deliverables shall be in 2013 Civil 3D with DTM surface in digital format.

Note: For purposes of this proposal **no** LandNet, Boundary Surveys or Record of Survey are included in this proposal.

The above estimated fees shall not be exceeded without prior authorization from client and shall remain valid for 60 days.

Auburn | Sacramento | Fairfield | Oakland | Los Angeles | Truckee
Corporate

11661 Blocker Drive, Suite 200, Auburn, CA 95603 | 800.400.7072 | 530.885.5798 Fax

Our current schedule would enable us to begin work within 3 days and complete the task within 15 working days, weather permitting. If you would like us to proceed, please sign a copy of this letter agreeing to the scope of work and fee, and return it to our office with your contract. This contract is subject to review when work is authorized.

Thank you for this opportunity. If you have questions or need additional information, please call.

Sincerely,
ANDREGG GEOMATICS



Dana Remington, PLS
Project Manager

Authorization to Proceed

Date





May 20, 2013

Jigar Shah
Waterworks Engineers
1322 Blue Oaks Boulevard, Suite 300
Roseville, CA 95678
(Ph) 916.780.2888
(Fax) 916.780.2848

RE: Proposal for Landscape Architectural Services For Alameda Lagoon Seawall Sewer Improvements Located in Alameda, California.

Dear Jigar,

MSLA is pleased to have the opportunity to provide a proposal for Landscape Architectural services for the above referenced project located in Alameda, California. Our proposal is based on the Lagoon Seawall – Scopes of work on private property document included in your email request on May 14, 2013.

Summary of Landscape Architectural Services (Scope of Work):

- Prepare individual private property drawings showing general areas of repair where new sewer line work shall occur.
- The improvement areas shall be approximately 10 feet wide along the sewer corridor trench for all private lots where the sewer replacement shall occur.
- The landscape plans will identify, dimension and differentiate type of lawn, groundcover, shrubs and trees to be replaced.
- The landscape plans shall coordinate and specify all hardscape features to be replaced as part of the sewer improvements.
- All landscape items shall be provided to the design engineer to be incorporated into one set of final drawings (landscape work shall not be a separate set of documents).

I. Landscape Construction Drawings/Permitting

The following items shall be included under this section of the proposal:

1. Based on a mutually agreed upon program, MSLA shall prepare landscape construction drawings for the improvements. The landscape construction drawings shall conform to City of Alameda standards for development.
2. Measure and document existing site to account for existing conditions that will be removed as part of the work. Existing irrigation, plant material and hardscape items that will be removed shall be noted and replaced back to original conditions.
3. The construction drawings shall be drawn at a minimum of 1"=5' scale on 11"x17" sheets. The plans shall contain specifications for each affected lot and shall be included in the contract specifications appendix and will include the following:
 - i. Irrigation Plan (as needed per lot)- Irrigation plan shall repair the improvements in the work area to match existing conditions. The irrigation plan and materials equipment shall match existing conditions.

- ii. Planting Plan- Identify existing plant material that will be demolished as part of the work. Provide plans describing location, size, quantity and type of plants to be replanted for all disturbed areas. Replacement plant material shall be consistent with existing conditions. The planting plan shall include a plant list with botanical and common names, overall quality, and any special remarks.
 - iii. Planting and Irrigation Details- details of special planting procedures such as pit excavation and staking; and details of all irrigation components.
- 4. Modify as necessary to obtain approval by the City of Alameda.
 - 5. We will coordinate with client/consultants as required.
 - 6. A total of four (4) hours for project meetings is included for this phase.
 - 7. We shall provide a preliminary landscape construction cost estimate upon the completion of the landscape improvements plans.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2013

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 Phone: (480) 368-1800 Fax: (480) 368-1702

SOUTHWEST PROFESSIONAL INSURANCE CONSULTANTS

8114 E CACTUS RD # 210

SCOTTSDALE AZ 85260

CONTACT NAME Southwest Professional Insurance Consultants

PHONE (A/C, No, Ext): (480) 368-1800

FAX (A/C, No): (480) 368-1702

E-MAIL

ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

WATER WORKS ENGINEERS, LLC

7580 N. DOBSON RD., SUITE 200

SCOTTSDALE AZ 85256

INSURER A : Travelers Property Casualty Company of America

INSURER B : Travelers Property Casualty Company of America

INSURER C : Catlin Insurance Company, Inc.

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 3542

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 YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-1C130940	07/11/12	07/11/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			680-1C130940	07/11/12	07/11/13	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
	ANY AUTO						
	ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB			CUP-8201Y879	07/12/12	07/12/13	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WIC STATUTORY LIMITS \$ OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						
C	Professional Liability			AED-670056-0713	07/11/12	07/11/13	Per Claim \$5,000,000 Aggregate \$5,000,000

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

SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CITY OF ALAMEDA
Risk Management

Date

4-24-13

CERTIFICATE HOLDER

Lucretia Akil, City Risk Manager
CANCELLATION

City of Alameda
Public Works Dept
Alameda Point, Building 1
950 W Mall Sq, Room 1 10
Alameda, CA 94501-7558
JNavarro@ci.alameda.ca.us
Attention: Jeanette Navarro

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

Dan Hardesty

Dan Hardesty

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS # 3542

DATE
APR 22 2013

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

Professional Liability - Claims Made - Retroactive Date 07/01/05

Certificate holder, its City Council, boards and commissions, officers, and employees are added as additional insureds as required by written contract as respects to general and auto liability only for ongoing work per form CG D3 81 09 07. Waiver of Subrogation applies per written contract on general and auto liability policy per form CG D3 79 09 07. Said insurance is primary and non-contributory per written contract to other insurance available to the additional insured. Civil Engineering Consultants. The City of Alameda, its City Council, boards and commissions, officers and employees are additional insured for work done on their behalf by Named Insured. Coverage afforded is primary and noncontributory. Severability of interest applies, waiver of subrogation applies.

Project Name/Number: Relocation of 2 existing sewer mains – Paru Pump Station Electrical Design

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT
ALAMEDA POINT, BUILDING 1
950 WEST MALL SQUARE ROOM 110
ALAMEDA CA 94501-7558

PROJECT/LOCATION OF COVERED OPERATIONS:

CITY OF ALAMEDA
Risk Management
LA Date 4-24-13
Lucretia Akil, City Risk Manager

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- This insurance does not apply to the rendering of or failure to render any "professional services".
 - The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:
- However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2013

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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

Lockton Companies, LLC
5847 San Felipe, Suite 320
Houston, TX 77057

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

22667

INSURER-B:

INSURER-C:

INSURER-D:

INSURER-E:

INSURER-F:

INSURED

Insperity, Inc. L/C/F
WATER WORKS ENGINEERS, LLC
19001 Crescent Springs Drive
Kingwood, TX 77339

COVERAGES

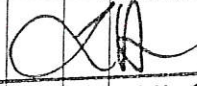
CERTIFICATE NUMBER:

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 SR LT R	TYPE OF INSURANCE	ADDL INSR	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PROFESSIONAL LIABILITY \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
	AUTOMOBILE LIABILITY						BODILY INJURY (Per Person) \$
	ANY AUTO						BODILY INJURY (Per accident) \$
	ALL OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	HIRED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/>						AGGREGATE \$
	EXCESS LIAB						
	CLAIMS MADE <input type="checkbox"/>						
	DED <input type="checkbox"/> RETENTION S <input type="checkbox"/>						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N		x	C47217313	10/01/2012	10/01/2013	E.L. EACH ACCIDENT \$ 1,000,000
	OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH)		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS below						

CITY OF ALAMEDA
Risk Management

 Date 4-24-13
Lucretia Akil, City Risk Manager

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional remarks Schedule, if more space is required)

WAIVER OF SUBROGATION IN FAVOR OF CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, AND COMMISSIONS, OFFICERS, & EMPLOYEES WHEN REQUIRED BY WRITTEN CONTRACT.

RE: RELOCATION OF 2 EXISTING SEWER MAINS-PARA PUMP STATION ELECTRICAL DESIGN

CERTIFICATE HOLDER

CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT
ALAMEDA POINT, BUILDING 1
1950 WEST MALL SQUARE, ROOM 110
ALAMEDA, CA 94501-7558

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

