## FIRST AMENDMENT TO CONSULTANT AGREEMENT

This First Amendment of the Agreement, entered into this	day of _	
2015, by and between the CITY OF ALAMEDA, a municipal corporation	ı (hereina	fter "City")
BROWN REYNOLDS WATFORD (BRW) ARCHITECTS, INC., a	a Texas	corporation
whose address is 1620 Montgomery Street, Suite 320, San Francisco, CA	94111,	(hereinafter
referred to as "Consultant"), is made with reference to the following:		

#### **RECITALS:**

- A. On October 13, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") for the design, preparation of construction documents, and contract management during the construction of the Emergency Operations Center.
- B. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein. Extend the term of the agreement to June 30, 2016 which coincides with the construction completion date of the Emergency Operations Center.

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

- 1. Page 1, Item No. 1, TERM, Paragraph 1 of the Agreement is modified to add the following:
  - "The term of this First Amendment to Consultant 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. 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.

BRW Architects A Texas Corporation

CITY OF ALAMEDA A Municipal Corporation

F. Christopher Ford, AIA

Principal

Mark Watford

Mark Watford Managing Principal Interim City Manager

Elizabeth D. Warmerdam

RECOMMENDED FOR APPROVAL:

Liam Garland

Acting Public Works Director

APPROVED AS TO FORM:

City Attorney

Andrico Penick

Assistant City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/14/2015

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 confiscate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

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950 W. Mall Square, Rm. 110 Alameda CA 94501-7558



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2015

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).

Commercial Lines				NAME: PHONE (A/C, No, Ext): 888-572-2412 (A/C, No):						
Wells Fargo Insurance Services USA, Inc.				E-MAIL						
6100 Fairview Road			ADDITEOU.				NAIC#			
Charlotte, NC 28210			INSURER(S) AFFORDING COVERAGE  INSURER A · ACE American Insurance Company				22667			
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INSURED Strategic Outsourcing, Inc.			INSURER B:							
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OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$	1,000,000				
If yes	s, describe under CRIPTION OF OPERATIONS below	under						E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
DES	CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000	
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terms	s' Compensation coverage is limited of a fully executed service agreemen	d to er	mplo	ees leased to Brown Rey	nolds W	atford Archite	ects, Inc. by S	trategic Outsourcing, Inc. pursu	ant to the	
A Waiv	er of Subrogation applies in favor of	the C	Certifi	cate Holder as required by	written	contract.				
A 30 da	y notice of cancellation is endorsed	to the	e pol	cy for the Certificate Holde	er. (Exc	cept for 10 da	ys for non-pa	yment of premium)		
CERTIF	ICATE HOLDER				CANC	ELLATION				
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City of	Alameda							ESCRIBED POLICIES BE CANCEL		
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Alame	da, CA 94501				AUTHOR	RIZED REPRESE	NTATIVE	2 1		
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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations:
- 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:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

#### **COMMERCIAL GENERAL LIABILITY**

- injury" or "property damage" occurs, or the "personal injury" offense is committed.
- D. The following definition is added to DEFINITIONS (Section V):
  - "Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-
- erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:
- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

## OTHER INSURANCE - ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

 The following is added to Paragraph a. Primary Insurance:

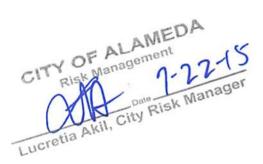
However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 The "bodily injury" or "property damage" for which coverage is sought occurs; and  The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

- The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
- The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

The following is added to the Section II - Liability Coverage, Paragraph A.1. Who is An Insured Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

CITY OF ALAMEDA

Risk Management

Date

Date

Disk Manager

Lucretia Akil, City Risk Manager

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

## BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

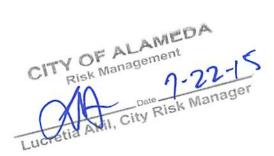
With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. Transfer of Rights Of Recovery Against Others To Us of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph 2.f. of SECTION II – WHO IS AN IN-SURED is deleted and replaced by the following:

f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

- The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

CITY OF ALAMEDA

CITY OF ALAMEDA

Patricia Akil, City Risk Manager

Lucretia Akil, City Risk Manager

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., OUR RIGHT TO RECOVER FROM OTHERS., of SECTION IV – CONDITIONS.:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

