

ORIGINAL

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT, entered into this 1st day of July, 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **WATER WORKS ENGINEERS, LLC**, a Arizona Limited Liability Company whose address is **5767 BROADWAY, SUITE 201, OAKLAND, CALIFORNIA 94618** (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Various City projects require environmental professional services. City reached out to the Consultant's on the City's bidders list, interviewed qualified firms, and selected the firm that best meets the City's needs. On February 22, 2012, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").
- C. On May 21, 2013, a first amendment to agreement was entered into by and between City and Consultant (hereinafter "First Amendment to Agreement").
- D. On July 1, 2014, a second amendment to agreement was entered into by and between City and Consultant (hereinafter "Second Amendment to Agreement").
- E. On July 1, 2015, a third amendment to agreement was entered into by and between City and Consultant (hereinafter "Third Amendment to Agreement").
- F. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- G. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.


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

1. TERM:

The term of this Fourth Amendment to 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.

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

WATERWORKS ENGINEERS, LLC
An Arizona Limited Liability Company



Michael J. Fisher
Principal

CITY OF ALAMEDA
Municipal Corporation

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL:



Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney



Janet Kern
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2016

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 InterWest Insurance Services License #0B01094 310 Hemsted Dr., Suite 200 Redding CA 96002-0935	CONTACT NAME: Cynthia Beymer	
	PHONE (A/C, No, Ext): (530) 722-2614 FAX (A/C, No): (530) 722-3559	
	E-MAIL ADDRESS: cbeymer@iwins.com	
INSURED Water Works Engineers, LLC 7580 N. Dobson Road Suite 200 Scottsdale AZ 85256	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security Insurance Co	24082
	INSURER B: National Union Fire Insurance	19445
	INSURER C: Lloyds of London	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 313980544

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary and <input checked="" type="checkbox"/> Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BZS56205021	7/11/2016	7/11/2017	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 - COMPIOP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BZS56205021	7/11/2016	7/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EBU019412860	7/11/2016	7/11/2017	EACH OCCURRENCE \$8,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<input checked="" type="checkbox"/> Professional Liab <input type="checkbox"/> Valuable Papers			B0595E00843602016 BZS56205021	7/11/2016 7/11/2016	7/11/2017 7/11/2017	Per Claim 5,000,000 Aggregate 5,000,000 100,000

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

CITY OF ALAMEDA
Risk Management

[Signature]
Date 7-19-16
Lucretia Akil, City Risk Manager

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Dept.
950 West Mall Square Rm 110
Alameda CA 94501

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

[Signature]

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1170516

DATE (MM/DD/YYYY)


09/11/2015

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).

PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	CONTACT NAME: 888-828-8365	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED Insperity, Inc. L/C/F WATER WORKS ENGINEERS, LLC 19001 Crescent Springs Drive Kingwood, TX 77339	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ace American Insurance Co.		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CITY OF ALAMEDA Risk Management  Date <u>7-19-16</u> Lucretia Akil, City Risk Manager			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	C48630273	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SHOULD ANY OF THE ABOVE INSURANCE COVERED BY THIS CERTIFICATE BE CANCELLED OR COVERAGE REDUCED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE SHALL PROVIDE THIRTY (30) DAYS' ADVANCE WRITTEN NOTICE TO THE CITY OF ALAMEDA BY CERTIFIED MAIL, ATTENTION: RISK MANAGER.

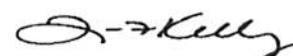
CERTIFICATE HOLDER

CITY OF ALAMEDA
950 W. MALL SQ., 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



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:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

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

Section II – Liability is amended as follows:

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

Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 Paragraph D. Liability And Medical Expenses Limits Of Insurance:

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

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

whichever is less.

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

CITY OF ALAMEDA
Risk Management

Date 7-19-16
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS PROPERTY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

This summarizes the various coverages provided by this endorsement; no coverages are given by this summary. Actual coverage descriptions are within the form.

<u>SUBJECT</u>	<u>LIMITS OF INSURANCE OR CHANGE IN CONDITION</u>	<u>SECTION</u>
BUSINESS PERSONAL PROPERTY		
1,000 feet of premises	Legal Liability requirement deleted, covered within 1,000 feet of premises	I.
Undamaged Tenants Improvements And Betterments Coverage Loss Payment	Covered as Business Personal Property Valuation	
Leased Building Property	\$ 5,000	
PROPERTY NOT COVERED	Stained Glass	II.
LIMITATIONS		
Fragile Articles Limitation	\$ 5,000 All Covered Causes of Loss	III.
ADDITIONAL COVERAGES		IV.
Preservation Of Property	60 days	
Fire Department Service Charge	\$ 15,000	
Business Income - Ordinary Payroll Expense		
Business Income - Newly Acquired Locations	\$ 250,000 at each Newly Acquired Premises/60 days	
Money Orders And Counterfeit Money	\$ 10,000	
Forgery Or Alteration	\$ 25,000 or follows Employee Dishonesty limit	
Increased Cost Of Construction		
Business Income From Dependent Property	\$ 50,000 or 30 days Actual Loss Sustained	
Glass		
Fire Extinguisher Systems Recharge Expense	\$ 15,000	
Electronic Data	\$ 25,000	
Computer Equipment	\$ 25,000	V.
Employee Dishonesty	\$ 25,000	
Employee Tools	\$ 25,000	
Money And Securities	\$ 10,000 on premises/\$5,000 off premises	
Off Premises Power Failure	\$ 25,000 /24 hours	

Ordinance Or Law

Included - Coverage 1 - Loss to the
Undamaged Property
\$ 150,000 - Coverage 2 - Demolition Cost
and Coverage 3 Increased
Cost of Construction

Outdoor Signs

\$ 25,000

Reward

\$ 10,000

COVERAGES EXTENSIONS

VI.

Newly Acquired Or Constructed Property

Building

\$1,000,000 up to 180 days

Business Personal Property

\$ 500,000 up to 180 days

Personal Property Off Premises

\$ 25,000

Outdoor Property

All covered causes of loss

fences, retaining walls, radio and

\$ 25,000 aggregate

television antennas, trees and shrubs

\$ 1,000 each tree, shrub or plant

Personal Effects

\$ 15,000

Valuable Papers And Records

\$ 25,000 on premises/\$10,000 off premises

Accounts Receivable

\$ 35,000 on premises/\$5,000 off premises

Brands And Labels

Included in Business Personal Property
Limit

VII.

Cellular Phones - Coverage

\$ 1,000

Consequential Loss To Stock

Included in Business Personal Property
Limit

Fine Arts

\$ 10,000

Lock Replacement

Actual Loss Sustained

Loss Adjustment Expenses

\$ 5,000

Water Back-Up And Sump Overflow

\$ 25,000

LIMITS OF INSURANCE

VIII.

Coverages in addition to Limits of Insurance

Business Personal Property Limit - Seasonal Increase 33%

DEDUCTIBLE

IX.

No more than \$500 Deductible

No Deductible

Deductible - Cellular Phones

\$ 50

PROPERTY LOSS CONDITIONS

X.

Amendment Loss Payment Provision

PROPERTY DEFINITIONS

XI.

Period of Restoration

XII.

Fine Arts

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM


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

Primary And Noncontributory Insurance

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

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

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

CITY OF ALAMEDA
Risk Management
 Date 7-19-16
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM


SCHEDULE*

Name Of Person Or Organization:

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

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

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

CITY OF ALAMEDA
Risk Management

Date 7-19-16
Lucretia Akil, City Risk Manager