CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 22nd day of February, 2012, 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- 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 the Preparation of Engineering Documents for the Abandonment and Relocation of Existing Sanitary Sewer Main along Lagoon Seawall for the City of Alameda 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 20th day of March, 2012, and shall terminate on the 30th day of June, 2013, unless terminated earlier as set forth herein.

2. <u>SERVICES TO BE PERFORMED:</u>

Consultant shall perform each requested service set forth in the list of services detailed in Exhibit "A", 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 "A" is tentative and does not commit the City to perform all task included therein.

3. <u>COMPENSATION TO CONSULTANT:</u>

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" 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.

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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 "B" 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 "B" schedule.

Compensation for bid is \$102,157. There is a 10% contingency in the amount of \$10,243. Total compensation under this contract shall not exceed \$112,400. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

5. <u>STANDARD OF CARE</u>:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals 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 nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work 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 fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA):</u>

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify 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 that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor 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.

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Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Indemnification:

Consultant shall indemnify, defend, and hold harmless 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 or active negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

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.

10. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. 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 thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." 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 as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant shall maintain the following insurance coverage:

(1) <u>Workers' Compensation</u>:

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

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If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) <u>Automotive</u>:

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:

\$1,000,000 each occurrence

Property Damage:

\$1,000,000 each occurrence

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Combined Single Limit:

\$2,000,000 each occurrence

(4) <u>Professional Liability:</u>

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000.

B. <u>SUBROGATION WAIVER:</u>

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her 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. <u>ADDITIONAL INSURED:</u>

City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. 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. <u>SUFFICIENCY OF INSURANCE</u>:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with 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 require 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.

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12. PROHIBITION AGAINST TRANSFERS:

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 City. 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 by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

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 (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. REPORTS:

- A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.
- B. All Reports prepared by Consultant may be used by City in execution or implementation of:
 - (1) The original Project for which Consultant was hired;
 - (2) Completion of the original Project by others;

(3) Subsequent additions to the original project; and/or

(4) Other City projects as appropriate.

- C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.
- D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.
- E. 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 by City.

16. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such 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 such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

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

City of Alameda
Public Works Department
950 W. Mall Square, Room 110
Alameda CA 94501
Attention: Benny Ng, Assistant Engineer

Phone: (510) 747-7944 / Fax: (510) 769-6030

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

Water Works Engineers, LLC 5767 Broadway, Suite 201 Oakland, CA 94618 Attention: Mike Fisher, Project Manager

Phone: (510) 428-9590 / Fax: (815) 331-5180

18. TERMINATION:

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 a period of two (2) 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 terminate the Agreement forthwith by giving to the Consultant written notice thereof.

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. Upon termination of this Agreement, 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.

19. PURCHASES OF MINED MATERIALS REQUIREMENT:

Consultant shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab3098 list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

20. <u>COMPLIANCES:</u>

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting 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.)

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Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. <u>ADVERTISEMENT:</u>

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

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:

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. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. 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.

Water Works Engineers, LLC.

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

WATERWORKS ENGINEERS, LLC A Arizona Limited Liability Company CITY OF ALAMEDA A Municipal Corporation

Principal

City Manager

RECOMMENDED FOR APPROVAL:

Matthew T. Naclerio

Public Works Director

APPROVED AS TO FORM:

City Attorney

Laura Zagaroli Famh

Deputy City Attorney

Assis+

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Person or Organization: |
|---|
| City of Alameda Public Works Department Alameda Point, Building/I 950 West Mail Square, Room 110 Alameda; GA 94501-7558 (If no entry) appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.) WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured. |
| REF: |

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

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POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED.

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

| Endorsement Effective: | Countersigned By: |
|------------------------|-----------------------------|
| • | · |
| Named Insured: | , |
| | (Authorized Representative) |

SCHEDULE

Name of Person or Organization:

City of Alameda Public Works Department 950 West Mali Square, Room 110 Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

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SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT AND QUALITY CONTROL

Water Works Engineers will be responsible for providing project management and quality control for this project. Because Water Works prides itself on the technical excellence and involvement of our Project Managers, the City can rest assured that Mike Fisher will provide active and efficient management of every part of the project. The following outline describes the services that will be provided under this task:

- 1. Project Communication and Control
 - A. Coordination and documentation of key team activities and meetings, including agenda and meeting notes
 - B. Coordination and consultation with appropriate regulatory agencies
 - C. Schedule maintenance
 - D. Monthly communication of project progress and issues to City of Alameda staff
 - Summary of work accomplished each month
 - Description of current activities and schedule update for each task/sub-task
 - Identification of problem areas and corrective actions
 - Forecast of tasks for the next month
 - Bar graph showing total contract budget, monthly invoice amounts, cumulative invoice amounts and remaining budget
 - E. Availability to City staff for meetings, updates or to discuss concerns at any time during the project
 - F. Communication and file maintenance
 - Standardized electronic and hard copy file maintenance by entire Water Works team
 - Setup of a project SharePoint (FTP) site to promote communication and exchange of files supporting project development
- 2. Quality Assurance/Quality Control
 - A. Assign QA/QC Manager for project Sami Kader
 - B. Develop and implement project specific work plan with the entire project team, including Water Works Engineers Quality Assurance/Quality Control Policy
 - C. Ensure QA/QC procedures are being followed, recorded and reported to the City at each step in the design process

Task 1 Deliverables

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- Meeting Agenda and Notes, if deemed necessary to memorialize design decisions and action items (PDF copy of each sent electronically to City PM)
- Project Status Report and Invoice (PDF copy sent electronically to City PM)



TASK 2: PRELIMINARY DESIGN

TASK 2-1: REVIEW AVAILABLE INFORMATION

Our team's first task will be to review work that the City has already done to minimize unnecessary duplication of effort. The information that will be reviewed includes the following:

- May 2010 City of Alameda Sanitary Sewer Hydraulic Analysis Report
- Pipeline As-Built Drawings and Site Maps

TASK 2-2: SITE RECONNAISSANCE

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Water Works team will conduct site reconnaissance of each site. We anticipate key City staff being present during the select site reconnaissance to identify and discuss key areas of concern and constraints.

TASK 2-3: BASIS OF DESIGN "BRAINSTORMING" WORKSHOP

Water Works team will facilitate a design "brainstorming" workshop at the beginning of the project to confirm City goals; understand your project criteria; and confirm the design direction.

TASK 2-4 - PIPELINE DESIGN MAPPING / INITIAL RIGHT OF WAY ASSESSMENT

Water Works will conduct targeted design survey of all existing physical features but not limited to the following, surface evidence of all visible utilities, USA marking, accessible sanitary sewer manhole pipe sizes and invert elevations, accessible storm drain manhole pipe sizes and invert elevations, curb gutter and sidewalk and edge of pavement. We will obtain spot survey data deemed necessary by our team for key locations within the project boundary, including: lids, inverts and water depth of pertinent manholes and drainage structures; street surface, curbs and sidewalks; pipeline alignment centerlines; and readily identifiable utilities. Our team may require minimal assistance from City O&M staff locating and opening manhole lids to complete the survey. Water Works will utilize existing City GIS mapping, improvement plans, as-builts, and parcel data from commercially available web-sites (i.e. Parcel Quest online services) to identify potential for temporary or permanent right-of-way or encroachment permit needs. Water Works will identify pipeline alignments sites where relocation will require permanent and/or temporary easements acquisition.

TASK 2-5 - GEOLOGICAL RESEARCH AND DESKTOP STUDY

Water Works will conduct a limited geotechnical research and desktop study of selected pipeline alignment sites to confirm geologic and seismic setting. Water Works will identify additional subsurface analysis required for trenchless technology construction sites where more significant subsurface construction is required.

Task 2 Deliverables

None

TASK 3: DETAILED DESIGN FIELD STUDIES, PERMITTING, AND REGULATORY

TASK 3-1: GEOTECHNICAL SUBSURFACE INVESTIGATION (OPTIONAL, IF NEEDED)

Water Works will conduct subsurface investigation at only those sites where a trenchless technology is used to construct a new sanitary sewer pipeline requires such analysis for completion of final design. This work will consist of one boring or cone penetration test at each location. Water Works will prepare a technical



memorandum with all subsurface data generated and the results of the liquefaction analysis including settlement estimates at the base of the jack and bore pit location and ground surface, and site-specific final recommendations for soil strength, compressibility and bearing capacity, static and dynamic lateral earth pressures and guidelines for excavation shoring and dewatering to protect adjacent utilities and site improvements from damage during construction. For this project it is assumed that three (3) jack and bore sites will require this additional analysis.

TASK 3-2: SEWER RELOCATION EASEMENT REQUIREMENT (OPTIONAL, IF NEEDED)

Water Works will coordinate additional easement requirement for the new 10-inch sanitary sewer pipeline and provide required details to Andregg Geomatics for easement limits. Andregg will conduct property boundary survey and easement requirements for the new 10-inch sanitary sewer pipeline.

TASK 3-3: PUBLIC COORDINATION/COMMUNICATIONS (OPTIONAL, IF NEEDED)

This project will require coordination and communication with the property owners for additional easement, access on their properties, and abandoning existing sanitary sewer lines that are on their property. The City will communicate closely on one-on-one basis with the property owners for additional easements acquisitions and negotiations, project scheduling and cost. Water Works will communicate with the City in providing all necessary documents, calculations and drawings for easement acquisition and pipeline relocation.

TASK 3-4: PERMITS (OPTIONAL, IF NEEDED)

Water Works will prepare and submit required permit applications to the California Occupational Safety and Health (Cal OSHA) for tunneling the new sanitary sewer line as part of this project. For this project it is assumed that one permit will be required.

CEQA PERMITTING (OPTIONAL, IF NEEDED)

Based on our initial assessment and proposal phase preliminary design work, all of the proposed improvements appear to meet the requirements for a CEQA categorically exempt project. (CEQA Categorical Exemption - Class 2: consists of replacement or reconstruction of existing structures and facilities.) It is assumed that City staff will complete all CEQA documentation and permitting. Water Works can provide this as an additional service if requested by the City.

Task 3 Deliverables

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- Geotechnical Investigation (PDF for incorporation into Bid Documents)
- Cal OSHA Permits (Hard copies for signature and submittal by City and scanned PDFs)

TASK 4: PLANS, SPECIFICATIONS, AND ESTIMATES

Water Works will prepare contract documents (improvement plans, technical specifications and cost estimates) in three submittals: 60%, 90%, 100% and Final Bid Documents (Bid Set Engineering Plans). The brainstorming section will serve as the foundation for detailed design and the effort put into producing a very high quality and detailed preliminary design will pay off exponentially in detailed design execution. All improvement plans will be completed in AutoCAD format and technical specifications in Water Works Mater Guide Specification format. Prior to each submittal, the work product will be reviewed and revised through Water Works QA/QC process. Submittal of the 60% and 90% review documents will occur at Project Review Workshops with the



entire project team. The submittal will be presented to City staff to familiarize the group with the information submitted and the design thought process behind the work. Following the Project Review Workshop, City staff will have a 1-week review period to provide any additional comments which were not brought forward in the Project Review Workshop. In our experience, this kind of active review of submittal documents more fully engages the entire project team in the design process.

TASK 4-1: 60% IMPROVEMENT PLANS

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60% Improvement Plans - Water Works will perform all detailed design of pipeline using AutoCAD Civil Design. This is our standard practice and leads to better coordination, integrated cross-checking and clearer contract documents. At this stage, all of the facilities will be completely modeled. Water Works Engineers design staff will present the design to City staff so that staff can more easily and thoroughly visualize how the finished facilities will look and function. This approach to the 60% submittal allows for a clearer understanding of facility geometry, access and clearance issues, and overall system functionality. Water Works will utilize existing asbuilt plans and targets design survey information to develop 60% improvement plans for pipeline. An outline of anticipated technical specifications will be presented.

Constructability Review/Value Engineering - Water Works will review our 60% and 90% designs with Contractors that successfully construct these types of improvements. We have very good working relationships with a number of local, and regional, Contractors that have provided us this service frequently. These Contractors have built the work our team members design. On many of these past projects, we have conducted post-project "lessons-learned" debriefs and through that process have developed mutual respect and long term working relationships with each of them. Because of these relationships, these Contractors are willing to review preliminary designs for us and provide honest feedback regarding constructability, equipment availability, and market pricing conditions.

TASK 4-2: 90% IMPROVEMENT PLANS AND TECHNICAL SPECIFICATIONS

In general, the 90% design submittal will be a complete project package, with all design drawings, details and specifications completed. The period between 90% and 100% is dedicated to minor inter-disciplinary coordination and final QA/QC checking of all documents. In the 90% submittal, we incorporate 2-dimensional plan and details section drawings to clearly show how complex piping systems are to be constructed. This provides for clear drawings and reduced risk on the bidding contractors' part.

TASK 4-3: 100% BID DOCUMENTS

100% Bid Documents are intended to be ready for Contractor Bid. Water Works will assist during the City Plan Review process, with particular emphasis on ensuring that our construction documents are consistent with the expectations of the City of Alameda Engineer, Maintenance Superintendent and Supervising Civil Engineer; so that their review and signature of the Final Bid Set is a smooth and efficient process.

TASK 4-4: FINAL BID DOCUMENTS (BID SET ENGINEERING PLANS)

Task 4 Deliverables

- 60% Design Drawings and Specification Outline (hard copies and PDFs)
- 90% Design Drawings, Specifications, Cost Estimate and Schedule (hard copies and PDFs)
- 100% Bid Documents, Cost Estimate and Schedule (hard copies and PDFs)
- Final Bid Set Documents (three bound copies, one reproducible copy and source file format on DVD)



TASK 5: ASSISTANCE DURING BIDDING & CONSTRUCTION

Water Works provide assistance during bidding and construction with the same team that led the design. We will capitalize on our extensive CM experience by having Jim Geselbracht lead this task, with Tim Durbin transitioning from project engineer to resident engineer. Mike Fisher will continue to play an extremely active role in project management and technical clarification.

TASK 5-1: ASSISTANCE DURING BIDDING

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Water Works assistance during bidding will include: facilitation of pre-bid conference; response to technical question; maintenance of questions log; preparation of addenda, clarifications, and improvement plan revisions; attendance at bid opening; and analysis of results.

TASK 5-2: ASSISTANCE DURING CONSTRUCTION

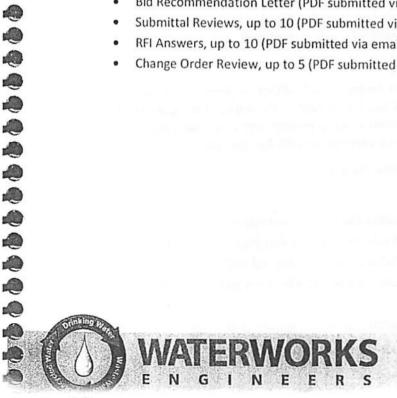
Water Works assistance during construction will include: attendance at the pre-construction conference; review of specific submittals (pumps, control panels, pipeline materials, jack and bore pit size design, etc.); addressing RFIs; providing final observation and punch list; and assisting in the testing and start-up of the pump stations.

TASK 5-3: SITE INSPECTIONS

Water Works will provide limited site inspection during construction. It is assumed that City staff will provide daily construction inspection, and Water Works will provide limited resident engineering site observation to review work progress in general accordance with design intent and assist with resolution of Contractor proposed conflicts or change in condition requests. It is assumed that sixteen (16-hr) construction observation site visits will be required over the duration of construction.

Task 5 Deliverables

- Addenda as Required (PDF submitted via email to City PM)
- Bid Recommendation Letter (PDF submitted via email to City PM)
- Submittal Reviews, up to 10 (PDF submitted via email to City PM)
- RFI Answers, up to 10 (PDF submitted via email to City PM)
- Change Order Review, up to 5 (PDF submitted via email to City PM)



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- Final Bid Set Documents (three bound copies, one reproducible copy and source file format on DVD)



memorandum with all subsurface data generated and the results of the liquefaction analysis including settlement estimates at the base of the jack and bore pit location and ground surface, and site-specific final recommendations for soil strength, compressibility and bearing capacity, static and dynamic lateral earth pressures and guidelines for excavation shoring and dewatering to protect adjacent utilities and site improvements from damage during construction. For this project it is assumed that three (3) jack and bore sites will require this additional analysis.

TASK 3-2: Sewer Relocation Easement Requirement (Optional, if needed)

Water Works will coordinate additional easement requirement for the new 10-inch sanitary sewer pipeline and provide required details to Andregg Geomatics for easement limits. Andregg will conduct property boundary survey and easement requirements for the new 10-inch sanitary sewer pipeline.

TASK 3-3: Public Coordination/Communications (Optional, if NEEDED)

This project will require coordination and communication with the property owners for additional easement, access on their properties, and abandoning existing sanitary sewer lines that are on their property. The City will communicate closely on one-on-one basis with the property owners for additional easements acquisitions and negotiations, project scheduling and cost. Water Works will communicate with the City in providing all necessary documents, calculations and drawings for easement acquisition and pipeline relocation.

TASK 3-4: PERMITS (OPTIONAL, IF NEEDED)

Water Works will prepare and submit required permit applications to the California Occupational Safety and Health (Cal OSHA) for tunneling the new sanitary sewer line as part of this project. For this project it is assumed that one permit will be required.

CEQA PERMITTING (OPTIONAL, IF NEEDED)

Based on our initial assessment and proposal phase preliminary design work, all of the proposed improvements appear to meet the requirements for a CEQA categorically exempt project. (CEQA Categorical Exemption -Class 2: consists of replacement or reconstruction of existing structures and facilities.) It is assumed that City staff will complete all CEQA documentation and permitting. Water Works can provide this as an additional service if requested by the City.

Task 3 Deliverables

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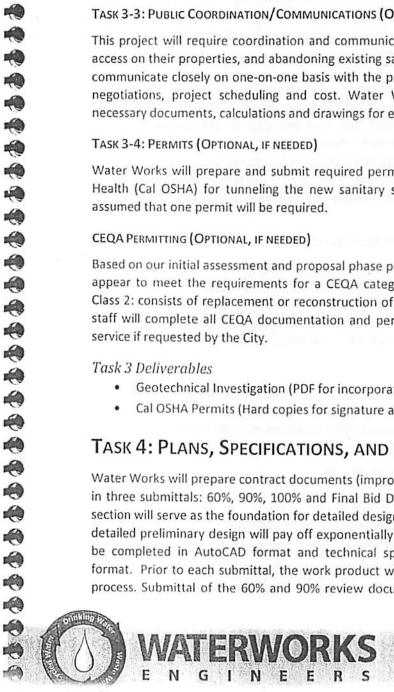
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- Geotechnical Investigation (PDF for incorporation into Bid Documents)
- Cal OSHA Permits (Hard copies for signature and submittal by City and scanned PDFs)

TASK 4: PLANS, SPECIFICATIONS, AND ESTIMATES

Water Works will prepare contract documents (improvement plans, technical specifications and cost estimates) in three submittals: 60%, 90%, 100% and Final Bid Documents (Bid Set Engineering Plans). The brainstorming section will serve as the foundation for detailed design and the effort put into producing a very high quality and detailed preliminary design will pay off exponentially in detailed design execution. All improvement plans will be completed in AutoCAD format and technical specifications in Water Works Mater Guide Specification format. Prior to each submittal, the work product will be reviewed and revised through Water Works QA/QC process. Submittal of the 60% and 90% review documents will occur at Project Review Workshops with the



TASK 2: PRELIMINARY DESIGN

TASK 2-1: REVIEW AVAILABLE INFORMATION

Our team's first task will be to review work that the City has already done to minimize unnecessary duplication of effort. The information that will be reviewed includes the following:

- May 2010 City of Alameda Sanitary Sewer Hydraulic Analysis Report
- · Pipeline As-Built Drawings and Site Maps

TASK 2-2: SITE RECONNAISSANCE

Water Works team will conduct site reconnaissance of each site. We anticipate key City staff being present during the select site reconnaissance to identify and discuss key areas of concern and constraints.

TASK 2-3: BASIS OF DESIGN "BRAINSTORMING" WORKSHOP

Water Works team will facilitate a design "brainstorming" workshop at the beginning of the project to confirm City goals; understand your project criteria; and confirm the design direction.

TASK 2-4 - PIPELINE DESIGN MAPPING / INITIAL RIGHT OF WAY ASSESSMENT

Water Works will conduct targeted design survey of all existing physical features but not limited to the following, surface evidence of all visible utilities, USA marking, accessible sanitary sewer manhole pipe sizes and invert elevations, accessible storm drain manhole pipe sizes and invert elevations, curb gutter and sidewalk and edge of pavement. We will obtain spot survey data deemed necessary by our team for key locations within the project boundary, including: lids, inverts and water depth of pertinent manholes and drainage structures; street surface, curbs and sidewalks; pipeline alignment centerlines; and readily identifiable utilities. Our team may require minimal assistance from City O&M staff locating and opening manhole lids to complete the survey. Water Works will utilize existing City GIS mapping, improvement plans, as-builts, and parcel data from commercially available web-sites (i.e. Parcel Quest online services) to identify potential for temporary or permanent right-of-way or encroachment permit needs. Water Works will identify pipeline alignments sites where relocation will require permanent and/or temporary easements acquisition.

TASK 2-5 - GEOLOGICAL RESEARCH AND DESKTOP STUDY

Water Works will conduct a limited geotechnical research and desktop study of selected pipeline alignment sites to confirm geologic and seismic setting. Water Works will identify additional subsurface analysis required for trenchless technology construction sites where more significant subsurface construction is required.

Task 2 Deliverables

None

TASK 3: DETAILED DESIGN FIELD STUDIES, PERMITTING, AND REGULATORY

TASK 3-1: GEOTECHNICAL SUBSURFACE INVESTIGATION (OPTIONAL, IF NEEDED)

Water Works will conduct subsurface investigation at only those sites where a trenchless technology is used to construct a new sanitary sewer pipeline requires such analysis for completion of final design. This work will consist of one boring or cone penetration test at each location. Water Works will prepare a technical



SCOPE OF SERVICES

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TASK 1: PROJECT MANAGEMENT AND QUALITY CONTROL

Water Works Engineers will be responsible for providing project management and quality control for this project. Because Water Works prides itself on the technical excellence and involvement of our Project Managers, the City can rest assured that Mike Fisher will provide active and efficient management of every part of the project. The following outline describes the services that will be provided under this task:

- 1. Project Communication and Control
 - A. Coordination and documentation of key team activities and meetings, including agenda and meeting notes
 - B. Coordination and consultation with appropriate regulatory agencies
 - C. Schedule maintenance
 - D. Monthly communication of project progress and issues to City of Alameda staff
 - · Summary of work accomplished each month
 - · Description of current activities and schedule update for each task/sub-task
 - Identification of problem areas and corrective actions
 - Forecast of tasks for the next month
 - Bar graph showing total contract budget, monthly invoice amounts, cumulative invoice amounts and remaining budget
 - E. Availability to City staff for meetings, updates or to discuss concerns at any time during the project
 - F. Communication and file maintenance
 - Standardized electronic and hard copy file maintenance by entire Water Works team
 - Setup of a project SharePoint (FTP) site to promote communication and exchange of files supporting project development
- 2. Quality Assurance/Quality Control
 - A. Assign QA/QC Manager for project Sami Kader
 - B. Develop and implement project specific work plan with the entire project team, including Water Works Engineers Quality Assurance/Quality Control Policy
 - C. Ensure QA/QC procedures are being followed, recorded and reported to the City at each step in the design process

Task 1 Deliverables

- Meeting Agenda and Notes, if deemed necessary to memorialize design decisions and action items (PDF copy of each sent electronically to City PM)
- Project Status Report and Invoice (PDF copy sent electronically to City PM)



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Proposal for the Preparation of Engineering Dayboonts and the Abardonnent and Relocation of the Office Indianage Existing Sanitary Sewer Main along Lagoon Security



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 02/24/12

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(8), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endersed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endersement. A statement on this certificate does not confer rights to the

| certifica | b holder in lieu of such endomement(s). | • • | <u> </u> | | | | | | |
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| PRODUCER | | 480-483-0440 | CONTACT | | | | | | |
| | al Underwriters of | 480-948-7752 | PHONE FAX (A/C. No. Ext): (A/C. | Ke): | | | | | |
| Arizona, In P.O. Box 6 | 419 | | E-MAIL ADDRESS: | | | | | | |
| Scottsdale, AZ 85261-5419 Prof. Underwriters of Arizona | | | PROBUCER CUSTOMER ID 4: WATER-2 | | | | | | |
| | | | insureris) affording coverage | - NAIC# | | | | | |
| INSURED | Water Works Engineers LLC | | INSURER A: Travelers Prop Cas Co/America | 25674 | | | | | |
| | 7680 N Dobson Rd #200 | | ENSURER B: Travelers Indemnity Co. | 25658 | | | | | |
| | Scottsdale, AZ 86266 | | (NSURER C : Trav CasaSurety Co America | 31194 | | | | | |
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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. ADCLISUBE POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY 2,000,000 **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (En occurrence) X : COMMERCIAL GENERAL LIABILITY X X 6802867L31A 07/11/11 07/11/12 1,000,000 CLAIMS-MADE | X | OCCUR 10,000 MED EXP (Any one person) Contractual Lists 2,000,000 PERSONAL & ADVINJURY X Bkt Al & WOS y of Alameda 4,000,000 GENERAL AGGREGATE GENTL AGGREGATE LIMIT APPLIES PER: 4,000,000 PRODUCTS - COMPIOP AGG | S Management POLICY X PRO. 1 3 AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 2,000,000 (Ea socident) ANY AUTO **BODILY INJURY (Per person)** ALL OWNED AUTOS **BOOKLY INJURY (Per accident)** SCHEDULED AUTOS PROPERTY DAMAGE X : HIRED AUTOS 6802867L31A 07/11/11 07/11/12 (Per occident) NON-OWNED AUTOS Bkt Al & WOS \$ UMBRELLALUR X OCCUR 1,000,000 **EACH OCCURRENCE** EXCESS LIAN CLAIMS-MADE 1,000,000 R AGGREGATE CUP8201Y879 X 07/11/11 07/11/12 DEDUCTIBLE X RETENTION WORKERS COMPENSATION WCSTATU-AND EMPLOYERS' LIABILITY AND EMPORETOR BARBURY
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schoolule, if more space is required)
Civil Engineering Consultants. Alameda Lagoon Pipeline Project

The City of Alameda, its City Council, boards and commissions, officers and employees are additional insured. Coverage afforded is primary and noncontributory basis, waiver subrogations severability of interest applies

| CERTIFICATE HOLDER | | CANCELLATION |
|---|------|--|
| cn | YA04 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| City of Alameda Public Works Dept | | AUTHORIZED REPRESENTATIVE |
| Alameda Point, Building 1 ,950 W Maii Sq, Room 110 | | Jeffry D Genicl |

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Alameda, CA 94501-7558

NOTEPAD:

HOLDER CODE CITYA04
INSURED'S NAME Water Works Engineers LLC

WATER-2 OP ID: RG

PAGE 2 DATE 02/24/12

Attached:

CGD381 09 07 CAT 437 0808

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 coverage against a special and a second in the contained in Section II.

CA T4 37 08 08

Risk Management

Date 2 10 11

COMMERICAL 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 in-Jury" 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
- Before the end of the policy period.

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 "year look" and included within the "products-completed operations to another.

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Such person or organization does not qualify as an additional insured for "bodily inlury", "property immage" or "person of the control of the

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".
- 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 Parl.

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

- The "bodily injury" or "property damage" for which coverage is sought occurs; and
- 721 The "personal interv" 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 pages 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):

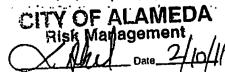
We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/23/2012

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(los) 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 ileu of such endorsement(s). PRODUCER LOCKTON COMPANIES, LLC 5847 8AN FELIPE, SUITE 320 HOUSTON, TX 77057 PAX (A/C, No); PHONE (AIC, No. Ext): H-MAII. ADDRESS; INSURER(S) AFFORDING COVERAGE HAIC # MSURER A :ACE American Insurance Company 22667 INSURED INSPERITY, INC. INJURER B 19001 CRESCENT SPRINGS DRIVE INBURER C : KINGWOOD, TX 77339 DISURER D SEE BELOW ONSURER E : DISURER F: COVERAGES **CERTIFICATE NUMBER:38WM9EM2 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. ACCESSOR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS **POLICY NUMBER** GENERAL LIABILITY EACH OCCURRENC DAMAGE TO RENTED PREMISES (En occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPANY AGG \$ POLICY PROJECT COMBINEO SINGLE LUXIY. AUTOMOBILE LIABILIT BODILY INJURY (Per person) OTUA YMA ALL CWNED SCHEDULED BODILY DUTURY (Per socident) \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per poolden!) HIRED AUTOS UMBRELLA LIAB EACH OCCURRENCE OCCUR **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY C47034488 10/01/2011 10/01/2012 X WCSTATU-ANY PROPRIETORIPARTNER/EXECUTIVE OFFICERALEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1.000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if room space is required)
* WATER WORKS ENGINEERS, LLC (1788400) IS INCLUDED FOR COVERAGE THROUGH ENDORSEMENT FOR ALL EMPLOYEES UNDER CLIENT SERVICE WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER INCLUDED WHEN REQUIRED BY CONTRACT. RE: Alameda Lagoon Pipeline Project. **CERTIFICATE HOLDER** 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. City of Alameda Altn: Jeanette Navarro **Public Works Department AUTHORIZED REPRESENTATIVE** ->Kelly 950 W. Mall Square, Room 110

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