

# ORIGINAL

## THIRD AMENDMENT TO AGREEMENT

This Third Amendment of the Agreement, entered into this 1st day of July, 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and RMC WATER AND ENVIRONMENT, a California corporation whose address is 2175 NORTH CALIFORNIA BOULEVARD, SUITE 315, WALNUT CREEK, CALIFORNIA 94596, (hereinafter "Consultant"), is made with reference to the following:

### RECITALS:

- A. On September 23, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") in the amount of 29,430.
- B. On July 1, 2014, a first amendment to agreement was entered into by and between City and Consultant (hereinafter "First Amendment to Agreement") in the amount of \$43,580.
- C. On July 1, 2015, a second amendment to agreement was entered into by and between City and Consultant (hereinafter "Second Amendment to Agreement") to extend the term.
- D. City and Consultant desire to modify the Agreement to extend the term on the conditions set forth herein.

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:

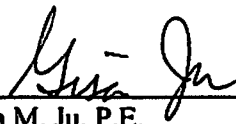
"The term of this Third Amendment to Agreement shall commence on the 1st day of July, 2016, and shall terminate on the 30th day of June, 2017, unless terminated earlier as set forth herein."

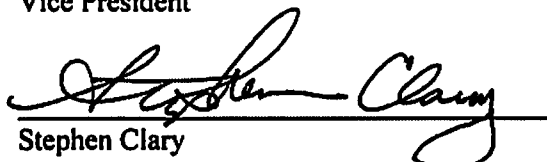
- 2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

ORIGINAL


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

RMC WATER AND ENVIRONMENT  
A California Corporation

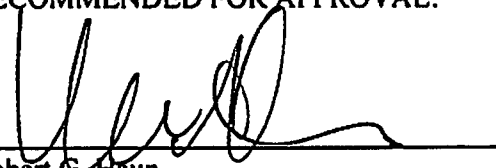
  
\_\_\_\_\_  
Gisa M. Ju, P.E.  
Vice President

  
\_\_\_\_\_  
Stephen Clary  
Secretary

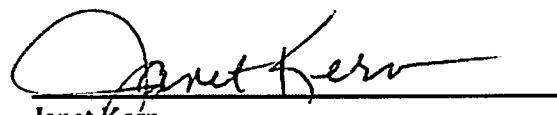
CITY OF ALAMEDA  
A Municipal Corporation

  
\_\_\_\_\_  
Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Robert G. Haun  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Janet Kern  
City Attorney

Client#: 8372

RMCWATERE

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2015

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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 David C. Eckman	<b>CONTACT NAME:</b> Doris A. Chambers <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> dchambers@dealeyrenton.com														
<b>INSURED</b> RMC Water and Environment 2175 N. California Blvd., Suite 315 Walnut Creek, CA 94596	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co. of Conn</td> <td>25682</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of Conn	25682	INSURER B: Travelers Property Casualty Co	25674	INSURER C: ACE American Insurance Company	22667	INSURER D:		INSURER E:		INSURER F:	
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## 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.


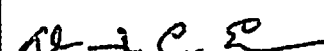
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6805427L498	10/14/2015	10/14/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA5427L23A	10/14/2015	10/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	CUP7371Y987	10/14/2015	10/14/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB3916T448	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Professional &amp; Contractor's Pollution Liab.</b>			EONG21657372012	10/14/2015	10/14/2016	\$2,000,000 per Claim \$2,000,000 Annl Aggr.

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

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: Alameda Sewer O&M Agreement. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: The City of Alameda, its City Council, boards and commissions, officers & employees. Primary Insurance and severability (See Attached Descriptions)

CITY OF ALAMEDA

<b>CERTIFICATE HOLDER</b> Risk Management City of Alameda  City Hall West Attn: Barbara Hawkins 950 West Mall Square, Room 110 Alameda, CA 94501-7558 Date <u>6-29-16</u>	<b>CANCELLATION</b> 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 
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## DESCRIPTIONS (Continued from Page 1)

of Interests apply per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers' Compensation.

POLICY NUMBER: 6805427L498

COMMERICAL GENERAL LIABILITY  
ISSUE DATE: 10/14/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

### SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Alameda  
City Hall West  
Attn: Barbara Hawkins  
950 West Mall Square, Room 110

### PROJECT/LOCATION OF COVERED OPERATIONS:

REF: Alameda Sewer O&M Agreement. GENERAL LIABILITY ADDITIONAL INSURED: The City of Alameda, its City Council, boards and commissions, officers & employees.

### PROVISIONS

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

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

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. 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 to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):  
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

CITY OF ALAMEDA  
Risk Management

 Date: 6-29-16  
Lucretia Akil, City Risk Manager

## COMMERICAL GENERAL LIABILITY

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

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

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

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

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

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

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

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

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

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 Provision 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 10/14/2015	
Named Insured RMC Water and Environment	Countersigned by <i>Michael C...</i>

(Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

REF: Alameda Sewer O&M Agreement. GENERAL LIABILITY ADDITIONAL INSURED: The City of Alameda, its City Council, boards and commissions, officers & employees.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**CITY OF ALAMEDA**  
Risk Management  
*AA* Date 6-29-16  
Lucretia Akil, City Risk Manager



Insured: RMC Water and Environment

Policy Number: UB3916T448

Effective Date: 07/01/2015

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

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

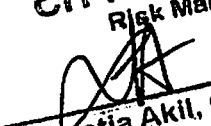
City of Alameda

City Hall West

Attn: Barbara Hawkins

950 West Mall Square, Room 110

REF: Alameda Sewer O&M Agreement. The City of Alameda, its City Council, boards and commissions, officers & employees.

**CITY OF ALAMEDA**  
Risk Management  
  
Date: 6-29-16  
Lucretia Akil, City Risk Manager

Countersigned by



Authorized Representative