

ORIGINAL

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this _____ day of July, 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **COASTLAND CIVIL ENGINEERING**, a S Corporation whose address is **1400 NEOTOMAS AVENUE, SANTA ROSA, CALIFORNIA 95405**, is made with reference to the following:

RECITALS:

- A. On June 16, 2016, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").
- B. City and Consultant desire to modify the Agreement to extend the term on the terms and 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 First 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

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I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of [County Name], State of [State Name].

Witness my hand and seal this [Day] day of [Month], [Year].

Notary Public for the State of [State Name]

My commission expires on [Date]

Notary Public for the State of [State Name]

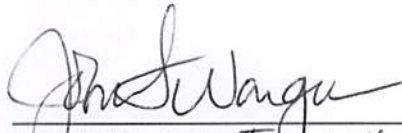
My commission expires on [Date]

Notary Public for the State of [State Name]


My commission expires on [Date]

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

COASTLAND CIVIL ENGINEERING
An S Corporation



~~Joseph Machado~~ John L. Wanger
Vice President/Secretary CEO



Paul Wade
Chief Financial Officer

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2016

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Stefanie Nardelli	CONTACT NAME: Doris A. Chambers	
	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
	E-MAIL ADDRESS: dchambers@dealeyrenton.com	
INSURED Coastland Civil Engineering, Inc. 1400 Neotomas Avenue Santa Rosa, CA 95405	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Co. LTD	NAIC # 11000
	INSURER B: Hartford Ins. Co of Midwest	37478
	INSURER C: XL Specialty Insurance Co.	37885
	INSURER D: Trumbull Insurance Company	27120
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC	X X	57SBWBG9489	09/01/2015	09/01/2016	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 - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X X	57UEGZC7163	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	X X	57SBWBG9489	09/01/2015	09/01/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	57WEGGG8117	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> WC STATUTORY 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	Professional Liability		DPR9725395	09/01/2015	09/01/2016	\$1,000,000 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: ALL OPERATIONS OF THE NAMED INSURED.

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-0000

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

Stefanie Nardelli, CPCU

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DESCRIPTIONS (Continued from Page 1)

The Umbrella/Excess Liability coverage is Following Form to the General Liability, Automobile Liability and Employers' Liability policies.

Insurance is primary per policy form.

Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

Insured: Coastland Civil Engineering, Inc.
Insurer: Sentinel Insurance Co. LTD
Policy Number: 57SBWBG9489 ✓
Policy Effective Date: 09/01/2015
Additional Insured:

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

✓ The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising 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 your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

CITY OF ALAMEDA

Risk Management

Date

Lucretia Akil, City Risk Manager

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 09/01/2015	
Named Insured Coastland Civil Engineering, Inc.	Countersigned by <i>Michael C.</i> (Authorized Representative)

SCHEDULE

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

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

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

Insured: Coastland Civil Engineering, Inc.

Policy Number: 57WEGGG8117

Effective Date: 09/01/2015

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
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-0000

SCHEDULE CONTINUATION: City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers.

CITY OF ALAMEDA
Risk Management

Date 7-1-16
Lucretia Akil, City Risk Manager

Countersigned by



Authorized Representative