

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City"), and **BROWN REYNOLDS WATFORD (BRW) ARCHITECTS, INC.**, a Texas corporation whose address is **1620 Montgomery Street, Suite 320, San Francisco, CA 94111**, (hereinafter referred to as "Consultant"), is made with reference to the following:

### RECITALS:

A. On October 13, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") for the design, preparation of construction documents, and contract management during the construction of the Emergency Operations Center.

B. On September 2, 2015, a First Amendment to Agreement (hereinafter "First Amendment") was entered into by and between City and Consultant extending the term to June 30, 2016.

C. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein. Extend the term of the Agreement to January 31, 2017.

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

1. Paragraph 1, TERM, of the Agreement is modified to add the following:

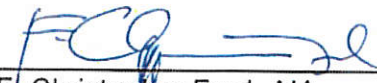
"The term of this Second Amendment to Agreement shall commence on the 1<sup>st</sup> day of July 2016, and shall terminate on the 31<sup>st</sup> day of January 2017, unless terminated earlier as set forth herein."

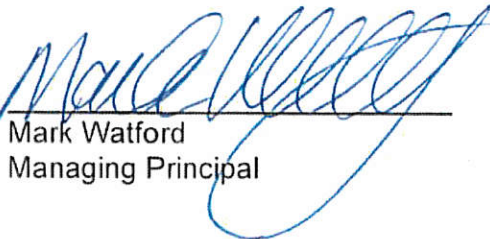
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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


*Signatures on following page*

BRW Architects  
A Texas Corporation

  
F/ Christopher Ford, AIA  
Principal

  
Mark Watford  
Managing Principal


CITY OF ALAMEDA  
A Municipal Corporation

  
Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL:

  
Robert G. Haun  
Public Works Director

APPROVED AS TO FORM:

  
Janet Kern  
City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2016

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  
McLaughlin Brunson Insurance Agency, LLP  
12801 N. Central Expressway  
Suite 1710  
Dallas TX 75243

CONTACT NAME: Joe A Bryant  
PHONE (A/C, No. Ext.): (214) 503-1212 FAX (A/C, No.): (214) 503-8899  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of Am	25666
INSURER B: Travelers Indemnity Company	25658
INSURER C: XL Specialty Insurance Company	37885
INSURER D: Travelers Indemnity Co of CT	25682
INSURER E:	
INSURER F:	

INSURED  
Brown Reynolds & Watford Architects, Inc.  
  
3535 Travis St., #250 & #260  
LB 102  
Dallas TX 75204

## COVERAGES

CERTIFICATE NUMBER: Cert ID 31490

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 INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	PACP552M0916	12/20/2015	12/20/2016	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
D	AUTOMOBILE LIABILITY	Y	Y	BA2A266690	12/20/2015	12/20/2016	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS						
B	UMBRELLA LIAB	Y	Y	CUP3616T685	12/20/2015	12/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person) \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	DPR9801405	1/22/2016	1/22/2017	EACH OCCURRENCE \$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						AGGREGATE \$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	Professional Liability						WC STATUTORY LIMITS OTHER
C		Y	N/A	DPR9801405	1/22/2016	1/22/2017	E.L. EACH ACCIDENT \$
							E.L. DISEASE - FA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Per Claim \$ 2,000,000
C		Y	N/A	DPR9801405	1/22/2016	1/22/2017	Annual Aggregate \$ 4,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies. City of Alameda, its City Council, boards and commissions, officials, employees and volunteers are named as additional insured on the general, auto and umbrella liability as required by contract.

## CERTIFICATE HOLDER

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 W. Mall Square, Rm. 110  
Alameda CA 94501-7558

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## 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:

- In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- 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 Part.**

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

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


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

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

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (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

CITY OF ALAMEDA  
Risk Management

  
Date 9-27-14  
Lucretia Akil, City Risk Manager

## **COMMERCIAL GENERAL LIABILITY**

injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

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

## **OTHER INSURANCE – ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **PROVISIONS**

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

1. The following is added to Paragraph a. Primary Insurance:

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

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and


- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

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

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

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

CITY OF ALAMEDA  
Risk Management

 Date 9-27-16  
Lucretia Akil, City Risk Manager

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:


- ✓ BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

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

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

CITY OF ALAMEDA  
Risk Management  
 Date 9-27-16  
Lucretia Akil, City Risk Manager

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

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies Insurance provided under the following:

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


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

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

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

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

CITY OF ALAMEDA  
Risk Management  
 Date 9-27-18  
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:


### COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

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

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

derlying insurance", and, the limits of insurance afforded to such person or organization will be:

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

CITY OF ALAMEDA  
Risk Management  
  
Date 9-27-18  
Lucretia Akil, City Risk Manager

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

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

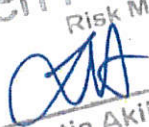
This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE**

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

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

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;  
subsequent to the execution of the contract or agreement.

**CITY OF ALAMEDA**  
Risk Management  
  
Date 9-27-14  
Lucretia Akil, City Risk Manager