

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this 1st day of July, 2012, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and SCHAAF AND WHEELER, a California corporation, whose address is 870 MARKET STREET, SUITE 1278, SAN FRANCISCO, CALIFORNIA 94102-2906 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. On February 9, 2011, an agreement was entered into by and between City and Consultant (hereinafter "Agreement"). Original Contract amount is \$93,373.00, awarded on the February 15, 2011 City Council Meeting.

B. On July 1, 2011, a first amendment to agreement was entered into by and between City and Consultant (hereinafter "First Amendment to Agreement") to extend the term.

C. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein. Extend contract time for performance.

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

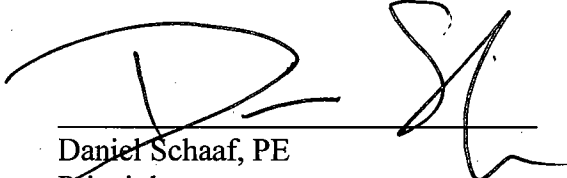
1. Item 1, TERM, paragraph 1 of the Agreement is modified to read as follows:

"The term of this Second Amendment to Agreement shall commence on the 1st day of July, 2012, and shall terminate on the 30th day of June, 2013, 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.

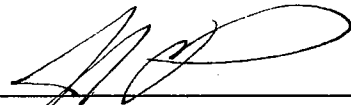
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

SCHAFF AND WHEELER
A California Corporation



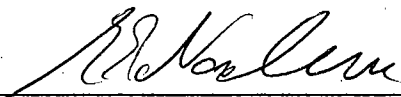
Daniel Schaaf, PE
Principle

CITY OF ALAMEDA
A Municipal Corporation



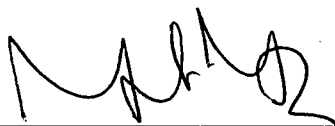
John A. Russo
City Manager

RECOMMENDED FOR APPROVAL:



Matthew T. Naclerio
Public Works Director

APPROVED AS TO FORM:
City Attorney



Farimah Faiz
Assistant City Attorney II



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2012

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(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 LIC #OE67768 IOA Insurance Services 3875 Hopyard Road, Ste. 240 Pleasanton, CA 94588 Reno Caldwell	1-925-660-3513	CONTACT NAME: Susan Leirer PHONE (A/C, No, Ext): 925-416-7862 FAX (A/C, No): 925-416-7869 E-MAIL ADDRESS: susan.leirer@ioausa.com PRODUCER CUSTOMER ID #:														
INSURED Schaaf & Wheeler 100 N. Winchester Blvd., Suite 200 Santa Clara, CA 95050	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: TRAVELERS IND CO OF CT</td><td>25682</td></tr><tr><td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td><td>25674</td></tr><tr><td>INSURER C: RLI INS CO</td><td>13056</td></tr><tr><td>INSURER D: CONTINENTAL CAS CO</td><td>20443</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 IND CO OF CT	25682	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674	INSURER C: RLI INS CO	13056	INSURER D: CONTINENTAL CAS CO	20443	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 26871484

REVISION NUMBER:

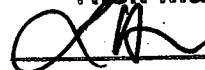
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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		680-2770L953	06/01/11	06/01/12	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 \$
A	AUTOMOBILE LIABILITY <input 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		680-2770L953	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		CUP-6758Y729	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		PSW0001278	12/11/11	12/11/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		AEA003011698	06/06/11	06/06/12	Per Claim 2,000,000 Annual Aggregate 2,000,000

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

All operations of the Named Insured including project referenced below, if any
General Liability: See Scheduled Additional Insured Endorsement attached
Workers Compensation: See Waiver of Subrogation attached.

Project: Upgrade of Sewer Pump Stns, Phases 1 & 2

CITY OF ALAMEDA
Risk Management Date 4-30-12

CERTIFICATE HOLDER

City of Alameda
City Hall West
Jeanette Navarro
950 W. Mall Square, Room 110

Alameda, CA 94501

USA

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

Schaaf
ACORD 25 (2009/09)
26871484

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WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) - 001

POLICY NUMBER: PSW0001278

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

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.

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

ALL PERSONS OR ORGANIZATIONS
THAT ARE PARTIES TO A CONTRACT
THAT REQUIRES YOU TO OBTAIN
THIS AGREEMENT, PROVIDED YOU
EXECUTED THE CONTRACT BEFORE
THE LOSS

CITY OF ALAMEDA
Risk Management

 Date 5-30-12

NAMED INSURED: Schaaf & Wheeler

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

Jeanette Navarro

950 W. Mall Square, Room 110

Alameda, CA 94501

USA

The City, it's City Council, boards and commissions, officers, and employees

PROJECT/LOCATION OF COVERED OPERATIONS:

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.

CITY OF ALAMEDA
 Risk Management
 Date 5-30-12


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 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.