

THIRD AMENDMENT TO AGREEMENT

This Third Amendment of the Agreement, entered into this 1st day of July, 2013, 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. On July 1, 2012, 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 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 add the following:

"The term of this Third Amendment to Agreement shall commence on the 1st day of July, 2013, and shall terminate on the 30th day of June, 2014, unless terminated earlier as set forth herein."

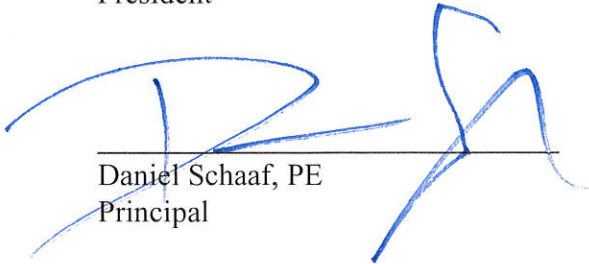
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

SCHAAF AND WHEELER
A California Corporation



Chuck Anderson
President



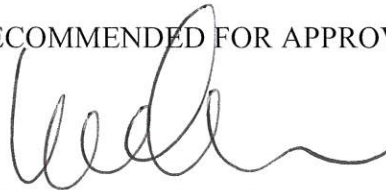
Daniel Schaaf, PE
Principal

CITY OF ALAMEDA
A Municipal Corporation



John A. Russo
City Manager

RECOMMENDED FOR APPROVAL:



Robert Haun
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney



Stephanie Garrabrant-Sierra
Assistant City Attorney



SCHA&WH-01

COSTAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2013

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 IOA Insurance Services - SF 3875 Hopyard Road, Suite 240 Pleasanton, CA 94588	CONTACT NAME: Michelle Costa		
	PHONE (A/C, No, Ext): (925) 416-7862	FAX (A/C, No): (925) 416-7869	
	E-MAIL ADDRESS: Michelle.Costa@ioausa.com		
INSURED Schaaf & Wheeler, Consulting Civil Engineers 1261 Homestead Road, Suite 255 Santa Clara, CA 95050	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: RLI Insurance Company		13056
	INSURER B:		
	INSURER C:		
	INSURER D:		
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PSB0001578	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			PSB0001578	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PROPERTY DAMAGE (PER ACCIDENT) \$				
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PSE0001370	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB		AGGREGATE \$ 3,000,000				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION S		\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PSW0001278	12/11/2012	12/11/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	Professional Liab.			RDP0010948	6/6/2013	6/6/2014	Per Claim 3,000,000
A	Professional Liab.			RDP0010948	6/6/2013	6/6/2014	Aggregate 3,000,000

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.

General Liability Additional Insured: City of Alameda, City Council, Boards, Commissions, Officials, and Employees.

CITY OF ALAMEDA

Risk Management

CERTIFICATE HOLDER

Date

Lucretia Akil, City Risk Manager

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

Reno Caldwell

City of Alameda
City Hall West
950 W. Mall Square, Room 110
Alameda, CA 94501

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Policy Number: PSB0001578 ✓
Named Insured: Schaaf & Wheeler, Consulting Civil Engineers ✓

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or 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 "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. 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 policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy 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 after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II - LIABILITY)**

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 and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

CITY OF ALAMEDA
Risk Management



Date

7-25-13

Lucretia Akil, City Risk Manager

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 2% of the California workers' compensation premium otherwise due on such remuneration.


Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

CITY OF ALAMEDA
Risk Management

Date 7-25-13
Lucretia Akil, City Risk Manager

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-11-2012

Policy No. PSW0001278

Endorsement No.

Insured

Insurance Company

Schaaf & Wheeler, Consulting Civil I

RLI Insurance Company

Countersigned By _____



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 7-25-13
Lucretia Akil, City Risk Manager

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
7-25-13
Date
Lucretia Akil, City Risk Manager