# ORIGINAL

# SIXTH AMENDMENT TO AGREEMENT

	This Sixth Amendment of the Agreement, entered into this									(	day of July, 2016, by				
and	between	the	CITY	OF	ALA	MEDA	λ, a	municipal	corporati	on (her	eina	fter	"City")	and	
SCI	HAAF A	ND	WHE	ELER	<b>₹</b> , a	Califor	nia	corporation	i, whose	address	is	870	MAR	KET	
STE	REET, SU	UITE	1278,	SAN	FRA	ANCIS	CO,	CALIFOR	RNIA 941	02-2906	(he	reina	fter ref	erred	
to as	s "Consul	tant"	), is ma	de wi	ith re	ference	to th	ne following	g:						

### 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. On July 1, 2013, a third amendment to agreement was entered into by and between City and Consultant (hereinafter "Third Amendment to Agreement") to extend the term.
- E. On July 1, 2014, a fourth amendment to agreement was entered into by and between City and Consultant (hereinafter "Fourth Amendment to Agreement") to extend the term.
- F. On August 4, 2015, a fifth amendment to agreement was entered into by and between City and Consultant (hereinafter "Fifth Amendment to Agreement") to extend the term and contract amount for Construction Support Services for the Group 2 Sewerage Pump Station Renovations for Reliability and Safety Improvements
- G. 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 Sixth Amendment to Agreement shall commence on the 1st day of July, 2016, and shall terminate on the 31st day of December, 2016, unless terminated earlier as set forth herein."

Sixth Amendment - Schaaf & Wheeler	Page: 1
Construction Support Services for Grp 2 Sewerage	
Pump Station Renovations for Reliability and	
Safety Improvements	CONTRACTOR WHICH THE PART STATES FOR STATES AND STATES AND STATES AND STATES AND ASSESSMENT OF THE STATES AND STATES AND STATES AND ASSESSMENT OF THE STATES AND STAT

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

CITY OF ALAMEDA A Municipal Corporation

Leif Coponen

Vice President/Assistant Treasurer

Jill Keimach City Manager

Kirk Wheeler

Secretary-Treasurer

RECOMMENDED FOR APPROVAL:

Robert G. Haun

Public Works Director

APPROVED AS TO FORM:

City Attorney

Janet Kern

City Attorney

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SCHA&WH-01

THOMPSONC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2016

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.

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_					301110	(3		CONTA	CT Cassan	ira Thomps	on				
PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240								NAME: Cassandra Thompson							
								PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No): (925) 416-786							
Ple	te 24 asan	ton, CA 94588						E-MAIL ADDRESS: Cassandra.Thompson@ioausa.com							
								INSURER(S) AFFORDING COVERAGE NAIC #							
									INSURER A : RLI Insurance Company 13056						
INS	JRED							INSURER B:							
				eeler, Consul			ngineers	INSURER C:							
				tead Road, Su	te 25	5		INSURER D:							
		Santa Cia	ıra,	CA 95050				INSURER E :							
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Α	ANY	ANY PROPRIETOR/PARTNER/EXECUTIVE					PSW0001278		12/11/2015	12/11/2016	E.L. EACH ACCIDENT	H ACCIDENT \$			
	(Mar	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. DISEASE - EA EMPLOYEE		1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below										E.L. DISEASE - POLICY LIMIT	1,000,000			
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								THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE OF IEREOF, NOTICE WILL CY PROVISIONS.				
City of Alameda Public Works Department 950 W. Mall Square, Room 110 Alameda, CA 94501								Reno Caldus QQ							

Policy Number: PSB0001578

Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

#### 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

- 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;
  - 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".
- 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.
  - 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.
- 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:

- 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.
- 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

Onto Date

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.

Y OF ALAMEDA Managemen Lucretia Akil, City Risk Manage

> 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** 

Insured

Schaaf & Wheeler, Consulting Civil I

Policy No. PSW0001278 Insurance Company

**RLI Insurance Company** 

Countersigned By

Endorsement No.

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