

**FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT**

This First Amendment to the Agreement, entered into this \_\_\_\_ day of July, 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **Ninyo & Moore**, a California corporation whose address is **1956 Webster Street, Suite 400, Oakland, CA 94612**, (hereinafter "the Provider"), is made with reference to the following:

RECITALS:

A. On July 14, 2016, an agreement was entered into by and between City and **Ninyo & Moore** (hereinafter "Agreement") by which Provider would provide Special Testing and Inspection Services for Estuary Park Site Improvements, Phase 1, No. P.W. 02-16-01.

B. City and **Ninyo & Moore** desire to modify the Agreement to extend the term and to provide additional services, on the terms and conditions set forth herein.

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

1. Paragraph 1, **TERM**, of the Agreement is modified to read as follows:

“The term of this Agreement shall commence on the 14<sup>th</sup> day of July, 2016, and shall terminate no later than the 30th day of September 2017, unless terminated earlier as set forth herein.”

2. Paragraph 2, **SERVICES TO BE PERFORMED**, of the Agreement is modified to read as follows:

“Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested and in Provider’s letter attached as Exhibit A-1, dated May 15, 2017. The Provider acknowledges that the work plan included in Exhibits A and A-1 are tentative and do not commit the City to request Provider to perform all tasks included therein.”

3. Paragraph 2, **COMPENSATION TO PROVIDER**, of the Agreement is modified to read as follows:

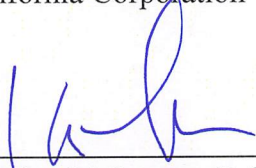
b. “The total compensation for the scope of work under the Agreement is not to exceed \$95,599, with a 5% contingency in the amount of \$4,780 for a total not to exceed of \$100,379 as set forth in Exhibit A and the total compensation for the scope of work under this First Amendment to Agreement is not to exceed \$22,225 for the services included in Exhibit A-1 for an overall total amount not to exceed \$122,604.”


4. 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.

*Signatures on following page*

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

NINYO & MOORE  
A California Corporation


  
\_\_\_\_\_  
Kristopher M. Larson, P.G.  
Principal Geologist

  
\_\_\_\_\_  
Terry Wang, P.E.  
Principal Engineer


CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
~~Liam Garland~~ Amy Wooldridge  
~~Interim Public Works Director~~  
Recreation & Parks

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
~~Andrico Q. Penick~~ Michael Roush  
Assistant City Attorney

THE UNITED STATES OF AMERICA  
DEPARTMENT OF JUSTICE

ATTEST:

CLERK OF THE COURT

DO NOT WRITE IN THESE SPACES

RECEIVED

IN WITNESS WHEREOF



CLERK OF THE COURT

DO NOT WRITE IN THESE SPACES

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IN WITNESS WHEREOF

CLERK OF THE COURT



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DO NOT WRITE IN THESE SPACES

ATTEST:

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**Exhibit A**  
**(Scope of Work)**

**SCOPE OF WORK**

Specific to this contract, Ninyo & Moore is capable and experienced in providing the needed testing and inspection services. Based on our review of the project documents we will provide the following scope of services.

**Special Inspection and Materials Testing Services**

- Observe subgrade preparation, placement of fill, and compaction.
- Observe soil chemical stabilization operations.
- Observe trench backfill, pavement subgrade, and permeable base.
- Transport soil samples from project jobsite to our laboratory for testing.
- Perform laboratory tests to evaluate the proctor density of subgrade, fill, and aggregate base for compaction testing.
- Perform laboratory tests to evaluate the reference density of asphalt concrete for compaction testing.
- Perform field density tests to evaluate compaction of subgrade, fill, aggregate base, and asphalt concrete.
- Prepare daily field reports describing the work observed and summarize the result of field tests performed.
- Perform reinforcing steel placement inspection to verify compliance with the approved project structural drawings for proper materials, number of bars, size, spacing, clearance, grade, splices, cleanliness, location, including ties, stirrups and bar supports.
- Sample and test of fresh concrete for including measure and recording slump, temperature, and batch times. One set of 4 cylinders will be cast for every 50 cubic yards of concrete placed or fraction thereof, per day.
- Perform laboratory testing to evaluate compressive strength of hardened concrete and non-shrink or high strength grout.
- Perform visual inspection during the installation of epoxy dowels and post installed anchors.
- Perform load testing of post-installed anchors (Pull & Torque Testing).
- Perform visual inspection during structural steel welding and bolting in the shop and field.
- Review welding procedures and welder's certifications submitted by the contractor prior to starting shop and field welding inspection.
- Prepare daily reports and test data sheets.
- Compilation, review, and distribution of progress reports with field and laboratory test data.
- Provide Final Affidavits at project closeout.

**CONFIRMED; Scope assumes no import; would have to go to 'contingency' fees to address, if/when. - Jack Dybas, PW 6/2/16**

**CONFIRMED; Scope assumes City's inspectors 'inspect' concrete (and asphalt) placement. - Jack Dybas, PW 6/2/16**

**CONFIRMED; cmu, concrete, grout, mortar inspections go to Verde and/or City's inspectors; per specs. - Jack Dybas, PW 6/2/16**

## Geotechnical Consulting Services

- Review project plans and specifications
- Review existing geotechnical report from Cleary Engineering
- Review of soils material submittals and respond to RFI's and changes in field conditions during construction.
- Perform observation of grading operation, soil stabilization, foundation preparation and drilled pier installations.
- Review daily field reports and compaction test results to evaluate conformance or non-compliance with the project documents and applicable codes.
- Prepare a geotechnical summary report documenting the observations made during earthwork operations, the results of the compaction testing, and conformance with the geotechnical requirements in the construction documents.

**CONFIRMED; Scope assumes no import; would have to go to 'contingency' fees to address, if/when.**  
- Jack Dybas, PW 6/2/16


## Storm Water Pollution Prevention Program Services

- A Quality Storm Water Pollution Plan Developer (QSD) at Ninyo & Moore will review the Storm Water Pollution Prevention Plan (SWPPP) to evaluate the risk level, erosion controls, and best management practices (BMPs) for the project. The SWPPP review will be useful in evaluating the SWPPP implementation scheduling for the project.
- A Post-Construction Storm Water Measures Completion Report will be prepared by a QSD and Professional Geologist (PG) subsequent to site construction activities. This report will discuss the methods utilized to reduce or eliminate pollutants discharged to the municipal separate storm sewer system that originate from post-construction runoff (including buildings, roads and parking lots) subsequent to project development.
- A review of the Site Management Plan (SMP) will be conducted by a PG to evaluate the site background information, including those potential areas of impact on site from previous site industrial activities. We understand that some site areas are within the boundaries of the Marsh Crust, therefore the Marsh Crust Ordinance will be consulted for any work conducted within Marsh Crust boundaries. We will also oversee contractor excavation, in-situ and/or stockpile sampling and dust and organic vapor monitoring activities as needed in compliance with the SMP, , and prepare and implement a site specific Health and Safety Plan (signed by a Certified Industrial Hygienist). All SMP activities will be overseen by either a PG or PE.

**CONFIRMED; C.3 review HAS BEEN removed from scope.**  
- Jack Dybas, PW 6/2/16

## ASSUMPTIONS

- Our services will be scheduled and coordinated by the City representative or project's superintendent.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours. Weekend and overtime work has not been anticipated and has not been included in this proposal.
- Our services are subject to California prevailing wage law.

- Field Technician and special inspector rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Show up time will be charged as 2-hour minimum. Field personnel are charged portal to portal from our Oakland office.
- The City Project Inspector will perform inspection services including:
  - Placement of concrete.  **CONFIRMED; Scope to be assumed by City's inspector, Gene Hughes.**  
**- Jack Dybas, PW 6/2/16**
- Masonry placement inspection and testing, glulam beam inspection, shoring and waterproofing observation and testing services to be provided by others or not part of this project and are not included in the cost estimate.
- Concrete and asphalt mix design review will be performed by the design professional. These services are not included in the cost estimate.
- Services that are not included will be provided upon the client's written request.
- Additional laboratory testing will be provided upon request and written approval, and will be billed at the rates listed on our current fee schedule.

# Exhibit A (Fee Breakdown)

TABLE 1 - BREAKDOWN OF ESTIMATED FEE - ESTUARY PARK ATHLETIC FIELD COMPLEX RENOVATIONS					
TASK 1 - GEOTECHNICAL OBSERVATION AND COMPACTION TESTING					
Senior Staff Engineer	Observation for Foundation, Building Pad, Drill Piers etc	40 hours @ \$ 120 /hour	\$	4,800	
Field Technician	Subgrade Preparation	52 hours @ \$ 85 /hour	\$	4,420	
Field Technician	Soil Chemical Stabilization	36 hours @ \$ 85 /hour	\$	3,060	
Field Technician	Trench Backfill (Or Other Fills)	60 hours @ \$ 85 /hour	\$	5,100	
Field Technician	Pavement Subgrade / Base Materials	32 hours @ \$ 85 /hour	\$	2,720	
Field Technician	Permeable Base / Synthetic Turf Base	40 hours @ \$ 85 /hour	\$	3,400	
Field Technician	Hot-Mix Asphalt Paving	16 hours @ \$ 85 /hour	\$	1,360	
Field Technician	Soil Sample Pick up	12 hours @ \$ 85 /hour	\$	1,020	
Subtotal				\$	21,080
TASK 2 - SPECIAL INSPECTIONS					
Special Inspector	Reinforcing Steel Placement Inspection	32 hours @ \$ 85 /hour	\$	2,720	
Special Inspector	Concrete Sampling of 1 set / 50 CY	52 hours @ \$ 85 /hour	\$	4,420	
Special Inspector	Structural Steel Welding Inspection (Shop / Field)	28 hours @ \$ 85 /hour	\$	2,380	
Special Inspector	Post Installed Anchors / Dowels Placement Inspection	36 hours @ \$ 85 /hour	\$	3,060	
Special Inspector with Equipment	Load Testing of Post-Installed Anchors - Pull / Torque Testing	16 hours @ \$ 89 /hour	\$	1,424	
Field Technician	Concrete Sample Pick up	12 hours @ \$ 85 /hour	\$	1,020	
Subtotal				\$	15,024
TASK 3 - LABORATORY TESTING					
Compression Test, 6x12 Cylinder, C39	1 Set of 4 Cylinders / 50 Yards	40 tests @ \$ 30 /test	\$	1,200	
Proctor Density, D1557, D698, CT216, T180	For Soil Compaction Testing	8 tests @ \$ 260 /test	\$	2,080	
Hveem Stability and Unit Weight, CT 366	For Asphalt Compaction Testing	2 tests @ \$ 195 /test	\$	390	
Subtotal				\$	3,670
TASK 4 - PROJECT MANAGEMENT					
Concrete & Asphalt Mix Design Review & Welding Procedure Review	Submittal Review	8 hours @ \$ 120 /hour	\$	960	
Principal Engineer/Geologist	Consultation & Final Report Preparation	16 hours @ \$ 155 /hour	\$	2,480	
Project Engineer/Geologist	Submittal Review, Project Co-ordination & Report Review	32 hours @ \$ 133 /hour	\$	4,256	
Administrative Assistant	Data Compilation & Progress Report Preparation	24 hours @ \$ 85 /hour	\$	2,040	
Subtotal				\$	9,736
TASK 5 - GEOTECHNICAL CONSULTING SERVICES					
Principal Engineer/Geologist	Geotechnical Plan & Specification Review, Consultation & Supplemental Recommendations, Pad Certification Letters and Earthwork Summary Report	32 hours @ \$ 155 /hour	\$	4,960	
Project Engineer/Geologist	Attend Meeting, Submittal Review, RFI Response, Data Compilation & Report Preparation	48 hours @ \$ 133 /hour	\$	6,384	
Administrative Assistant	Word Processing and Report Distribution	24 hours @ \$ 85 /hour	\$	2,040	
Subtotal				\$	13,384
TASK 6 - STORM WATER POLLUTION PREVENTION PROGRAM SERVICES					
Principal Engineer/Geologist/Environmental Scientist		15 hours @ \$ 155 /hour	\$	2,325	
Project Engineer/Geologist/Environmental Scientist		60 hours @ \$ 133 /hour	\$	7,980	
Staff Environmental Scientist		125 hours @ \$ 110 /hour	\$	13,750	
CAD Technician		10 hours @ \$ 80 /hour	\$	800	
Administrative Assistant		10 hours @ \$ 85 /hour	\$	850	
Laboratory Costs		1 ea @ \$ 7,000 /ea	\$	7,000	
Subtotal				\$	32,705

CONFIRMED; Prefab Restroom Bldg. will not be able to be incorporated into the work (i.e.; budget); does NOT change anything here.  
- Jack Dybas, PW (6/6/16)

CONFIRMED; No fee/scope has been removed relative to the synthetic turf base, sub-base, testing, inspection, integrity. THIS IS THE MINIMUM SCOPE REQUIRED FOR THE SYNTHETIC TURF, sans IMPORT..  
- Jack Dybas, PW 6/6/16

CONFIRMED; This all (also) accommodates N&M acting as "Geotechnical Engineer of Record" for the project.  
- Jack Dybas, PW (6/6/16)



TABLE 1 - BREAKDOWN OF ESTIMATED FEE - ESTUARY PARK ATHLETIC FIELD COMPLEX RENOVATIONS	
TOTAL ESTIMATED FEES FOR TESTING AND INSPECTION SERVICES	\$ 95,599



Mark Hahle, Principal-in-Charge/Contract Manager

June 1, 2016

Date



## SCHEDULE OF FEES

### HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist .....	\$ 155
Senior Engineer/Geologist/Environmental Scientist.....	\$ 150
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 140
Project Engineer/Geologist/Environmental Scientist.....	\$ 133
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 120
Staff Engineer/Geologist/Environmental Scientist.....	\$ 110
GIS Analyst .....	\$ 105
Field Operations Manager .....	\$ 105
Supervisory Technician .....	\$ 100
Nondestructive Examination Technician, UT, MT, LP .....	\$ 95
Senior Field/Laboratory Technician/Inspector.....	\$ 85
Field/Laboratory Technician .....	\$ 85
Concrete/Asphalt Batch Plant Inspector.....	\$ 85
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 85
Technical Illustrator/CAD Operator.....	\$ 80
Information Specialist.....	\$ 80
Data Processing, Technical Editing, or Reproduction.....	\$ 65

### OTHER CHARGES

Concrete Coring Equipment (includes one technician) .....	\$ 145 /hr
PID/FID Usage.....	\$ 120 /day
Anchor load test equipment (includes technician) .....	\$ 89 /hr
Hand Auger Equipment .....	\$ 55 /day
Inclinometer Usage .....	\$ 32 /hr
Vapor Emission Kits.....	\$ 30 /kit
Level D Personal Protective Equipment (per person per day) .....	\$ 25 /p/d
Rebar Locator (Pachometer).....	\$ 22 /hr
Nuclear Density Gauge Usage.....	\$ 12 /hr
Field Vehicle Usage.....	\$ 10 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

### NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

### INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

### TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

## SCHEDULE OF FEES FOR LABORATORY TESTING

### Soils

Atterberg Limits, D 4318, CT 204 .....	\$ 180
California Bearing Ratio (CBR), D 1883 .....	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422 .....	\$ 135
Consolidation, D 2435, CT 219 .....	\$ 275
Consolidation – Time Rate, D 2435, CT 219 .....	\$ 70
Direct Shear – Remolded, D 3080 .....	\$ 290
Direct Shear – Undisturbed, D 3080 .....	\$ 250
Durability Index, CT 229 .....	\$ 150
Expansion Index, D 4829, UBC 18-2 .....	\$ 240
Expansion Potential (Method A), D 4546 .....	\$ 180
Expansive Pressure (Method C), D 4546 .....	\$ 180
Geofabric Tensile and Elongation Test, D 4632 .....	\$ 165
Hydraulic Conductivity, D 5084 .....	\$ 300
Hydrometer Analysis, D 422, CT 203 .....	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils .....	\$ 110
Moisture Only, D 2216, CT 226 .....	\$ 30
Moisture and Density, D 2937 .....	\$ 50
Permeability, CH, D 2434, CT 220 .....	\$ 290
pH and Resistivity, CT 643 .....	\$ 160
Proctor Density D 1557, D 698, CT 216, & .....	\$ 260
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301 .....	\$ 425
Sand Equivalent, D 2419, CT 217 .....	\$ 110
Sieve Analysis, D 422, CT 202 .....	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202 .....	\$ 90
Specific Gravity, D 854 .....	\$ 200
Triaxial Shear, C.D, D 4767, T 297 .....	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. ..	\$ 330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. ..	\$ 190
Triaxial Shear, U.U., D 2850 .....	\$ 140
Unconfined Compression, D 2166, T 208 .....	\$ 100
Wax Density, D 1188 .....	\$ 90

### Roofing

Built-up Roofing, cut-out samples, D 2829 .....	\$ 165
Roofing Materials Analysis, D 2829 .....	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5 .....	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5 .....	\$ 190

### Masonry

Brick Absorption, 24-hour submersion, C 67 .....	\$ 45
Brick Absorption, 5-hour boiling, C 67 .....	\$ 55
Brick Absorption, 7-day, C 67 .....	\$ 60
Brick Compression Test, C 67 .....	\$ 45
Brick Efflorescence, C 67 .....	\$ 45
Brick Modulus of Rupture, C 67 .....	\$ 40
Brick Moisture as received, C 67 .....	\$ 35
Brick Saturation Coefficient, C 67 .....	\$ 50
Concrete Block Compression Test, 8x8x16, C 140 .....	\$ 60
Concrete Block Conformance Package, C 90 .....	\$ 1100
Concrete Block Linear Shrinkage, C 426 .....	\$ 120
Concrete Block Unit Weight and Absorption, C 140 .....	\$ 55
Cores, Compression or Shear Bond, CA Code .....	\$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18 .....	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16 .....	\$ 30
Masonry Prism, half size, compression, UBC 21-17 .....	\$ 180

### Concrete

Cement Analysis Chemical and Physical, C 109 .....	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39 .....	\$ 30
Concrete Mix Design Review, Job Spec .....	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI .....	\$ 750
Concrete Cores, Compression (excludes sampling), C 42 .....	\$ 55
Drying Shrinkage, C 157 .....	\$ 250
Flexural Test, C 78 .....	\$ 100
Flexural Test, C 293 .....	\$ 55
Flexural Test, CT 523 .....	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI .....	\$ 250
Jobsite Testing Laboratory .....	Quote
Lightweight Concrete Fill, Compression, C 495 .....	\$ 55
Petrographic Analysis, C 856 .....	\$ 1,100
Splitting Tensile Strength, C 496 .....	\$ 80

### Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6 .....	\$ 70
Hardness Test, Rockwell, A-370 .....	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32 .....	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI .....	\$ 95
Pre-Stress Strand (7 wire), A 416 .....	\$ 140
Chemical Analysis, A-36, A-615 .....	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar .....	\$ 55
No. 11 Rebar .....	\$ 75
No. 18 Rebar .....	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370 .....	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI .....	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039) .....	\$ 675

### Asphalt Concrete

Asphalt Mix Design, Caltrans .....	\$ 2,200
Asphalt Mix Design Review, Job Spec .....	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310 .....	\$ 215
Film Stripping, CT 302 .....	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366 .....	\$ 195
Marshall Stability, Flow and Unit Weight, T-245 .....	\$ 215
Maximum Theoretical Unit Weight, D 2041 .....	\$ 120
Swell, CT 305 .....	\$ 165
Unit Weight sample or core, D 2726, CT 308 .....	\$ 90
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality) .....	\$ 5,200
SuperPave, Gyration Unit Wt., T 312 .....	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324 .....	\$ 1,000

### Aggregates

Absorption, Coarse, C 127 .....	\$ 35
Absorption, Fine, C 128 .....	\$ 35
Clay Lumps and Friable Particles, C 142 .....	\$ 100
Cleanliness Value, CT 227 .....	\$ 160
Crushed Particles, CT 205 .....	\$ 140
Durability, Coarse, CT 229 .....	\$ 165
Durability, Fine, CT 229 .....	\$ 165
Los Angeles Abrasion, C 131 or C 535 .....	\$ 180
Mortar making properties of fine aggregate, C 87 .....	\$ 275
Organic Impurities, C 40 .....	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289 .....	\$ 390
Sand Equivalent, CT 217 .....	\$ 90
Sieve Analysis, Coarse Aggregate, C 136 .....	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136 .....	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88 .....	\$ 160
Specific Gravity, Coarse, C 127 .....	\$ 75
Specific Gravity, Fine, C 128 .....	\$ 110

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Exhibit A-1

May 15, 2017  
Project No. 402833002

Mr. Jack Dybas, Project Manager  
City of Alameda, Department of Public Works  
950 West Mall Square  
Alameda, California 94501

**Subject: Estuary Park Site Improvements, Phase 1. No. P.W. 02-16-01, Request for Additional Environmental Services**

Dear Mr. Dybas:

Per your January 23 and May 15, 2017 requests, we have prepared this proposal for additional environmental services in order to continue implementation of the March 2016 Storm Water Pollution Prevention Plan (SWPPP) prepared by Verde Designs for the Estuary Park Athletic Field Renovation. In addition, this proposal includes a scope for shallow soil sampling and analysis relating to an Estuary Park landscaping project. Our project scope of services follows.

#### **Storm Water Pollution Prevention Program Implementation Scope of Services**

Ninyo & Moore will continue to implement SWPPP services for the Estuary Park Improvements project through August 31, 2017. Our services will include the following:

- Weekly site inspections of the contractor best management practices (BMPs) to ensure that they comply with the SWPPP.
- As-needed storm water inspections and sampling per State Regional Water Quality Control Board (RWQCB) 2009 Construction General Permit guidelines.
- Preparation of a Rain Event Action Plan 48 hours prior to a qualifying rain event.
- Preparation of a SWPPP Annual report.

#### **Landscape Area Targeted Shallow Soil Sampling and Analysis**

Ninyo & Moore proposes to mobilize to the site and conduct field activities designed to assess soils in four areas of the Site which are destined to remain as landscaped areas following the development of the Estuary Park Improvements Project.

#### **ESTIMATED FEE**

Ninyo & Moore proposes to perform the scope of services described above on a lump-sum basis for a total fee of **\$22,225 (Twenty Two Thousand Two Hundred and Twenty Five Dollars)**. A

copy of our cost breakdown is also attached for your review. If the scope of services and fee estimate contained in this proposal are acceptable to the City, please provide us with the appropriate written authorization.

Sincerely,  
**NINYO & MOORE**



Kris M. Larson, PG 8059  
Principal Geologist

KML/vmn

Attachment: Cost Breakdown

Distribution: Addressee (via email)

## ESTUARY PARK SITE IMPROVEMENT COST BREAKDOWN THROUGH JULY 7, 2017

[illegible]

## ESTUARY PARK SITE IMPROVEMENT COST BREAKDOWN THROUGH JULY 7, 2017

Task	Staff Type	Principal Engineer/Geologist/Environmental Scientist	Sr. Project Engineer/Geologist/Environmental Scientist	Staff Environmental Scientist	CAD Technician	Administrative Assistant	Laboratory Costs	Subtotals	Total
		Rate	\$155	\$140	\$110	\$80	\$85		
BMP Inspection	Hours	10		84					
	Cost	\$1,550	\$0	\$9,240	\$0	\$0	\$0	\$10,790	
SW Inspection	Hours	8		10					
	Cost	\$1,240	\$0	\$1,100	\$0	\$0	\$0	\$2,340	
REAP Prep	Hours	6		10					
	Cost	\$930	\$0	\$1,100	\$0	\$0	\$0	\$2,030	
SW Sampling	Hours	5		23					
	Cost	\$775	\$0	\$2,530	\$0	\$0	\$0	\$3,305	
SWPPP Annual Report	Hours	6		0	2	2			
	Cost	\$930	\$0	\$0	\$160	\$170	\$0	\$1,260	

## SCHEDULE OF FEES

### HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.....	\$ 155
Senior Engineer/Geologist/Environmental Scientist.....	\$ 150
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 140
Project Engineer/Geologist/Environmental Scientist.....	\$ 133
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 120
Staff Engineer/Geologist/Environmental Scientist.....	\$ 110
GIS Analyst.....	\$ 105
Field Operations Manager.....	\$ 105
Supervisory Technician.....	\$ 100
Nondestructive Examination Technician, UT, MT, LP.....	\$ 95
Senior Field/Laboratory Technician/Inspector.....	\$ 85
Field/Laboratory Technician.....	\$ 85
Concrete/Asphalt Batch Plant Inspector.....	\$ 85
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 85
Technical Illustrator/CAD Operator.....	\$ 80
Information Specialist.....	\$ 80
Data Processing, Technical Editing, or Reproduction.....	\$ 65

### OTHER CHARGES

Concrete Coring Equipment (includes one technician).....	\$ 145 /hr
PID/FID Usage.....	\$ 120 /day
Anchor load test equipment (includes technician).....	\$ 89 /hr
Hand Auger Equipment.....	\$ 55 /day
Inclinometer Usage.....	\$ 32 /hr
Vapor Emission Kits.....	\$ 30 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 25 /p/d
Rebar Locator (Pachometer).....	\$ 22 /hr
Nuclear Density Gauge Usage.....	\$ 12 /hr
Field Vehicle Usage.....	\$ 10 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

### NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

### INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

### TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.



Estuary Park Site Improvements, Phase 1  
No. P.W. 02-16-01

June 1, 2016  
Proposal No. P08OAK02-00192

### SCHEDULE OF FEES FOR LABORATORY TESTING

<b>Soils</b>	
Atterberg Limits, D 4318, CT 204 .....	\$ 180
California Bearing Ratio (CBR), D 1883 .....	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422 .....	\$ 135
Consolidation, D 2435, CT 219 .....	\$ 275
Consolidation - Time Rate, D 2435, CT 219 .....	\$ 70
Direct Shear - Remolded, D 3080 .....	\$ 290
Direct Shear - Undisturbed, D 3080 .....	\$ 250
Durability Index, CT 229 .....	\$ 150
Expansion Index, D 4829, UBC 18-2 .....	\$ 240
Expansion Potential (Method A), D 4546 .....	\$ 180
Expansive Pressure (Method C), D 4546 .....	\$ 180
Geofabric Tensile and Elongation Test, D 4632 .....	\$ 165
Hydraulic Conductivity, D 5084 .....	\$ 300
Hydrometer Analysis, D 422, CT 203 .....	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils .....	\$ 110
Moisture Only, D 2216, CT 226 .....	\$ 30
Moisture and Density, D 2937 .....	\$ 60
Permeability, CH, D 2434, CT 220 .....	\$ 290
pH and Resistivity, CT 643 .....	\$ 160
Proctor Density D 1557, D 698, CT 216, & .....	\$ 260
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301 .....	\$ 425
Sand Equivalent, D 2419, CT 217 .....	\$ 110
Sieve Analysis, D 422, CT 202 .....	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202 .....	\$ 90
Specific Gravity, D 854 .....	\$ 200
Triaxial Shear, C.D, D 4767, T 297 .....	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. ....	\$ 330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. ....	\$ 190
Triaxial Shear, U.U., D 2850 .....	\$ 140
Unconfined Compression, D 2166, T 208 .....	\$ 100
Wax Density, D 1188 .....	\$ 90
<b>Roofing</b>	
Built-up Roofing, cut-out samples, D 2829 .....	\$ 165
Roofing Materials Analysis, D 2829 .....	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5 .....	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5 .....	\$ 190
<b>Masonry</b>	
Brick Absorption, 24-hour submersion, C 67 .....	\$ 45
Brick Absorption, 6-hour boiling, C 67 .....	\$ 55
Brick Absorption, 7-day, C 67 .....	\$ 60
Brick Compression Test, C 67 .....	\$ 45
Brick Efflorescence, C 67 .....	\$ 45
Brick Modulus of Rupture, C 67 .....	\$ 40
Brick Moisture as received, C 67 .....	\$ 35
Brick Saturation Coefficient, C 67 .....	\$ 50
Concrete Block Compression Test, 8x8x16, C 140 .....	\$ 60
Concrete Block Conformance Package, C 90 .....	\$ 1100
Concrete Block Linear Shrinkage, C 426 .....	\$ 120
Concrete Block Unit Weight and Absorption, C 140 .....	\$ 55
Cores, Compression or Shear Bond, CA Code .....	\$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18 .....	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16 .....	\$ 30
Masonry Prism, half size, compression, UBC 21-17 .....	\$ 180
<b>Concrete</b>	
Cement Analysis Chemical and Physical, C 109 .....	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39 .....	\$ 30
Concrete Mix Design Review, Job Spec .....	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI .....	\$ 750
Concrete Cores, Compression (excludes sampling), C 42 .....	\$ 55
Drying/Shrinkage, C 157 .....	\$ 250
Flexural Test, C 78 .....	\$ 100
Flexural Test, C 293 .....	\$ 55
Flexural Test, CT 523 .....	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI .....	\$ 250
Jobsite Testing Laboratory .....	Quote
Lightweight Concrete Fill, Compression, C 495 .....	\$ 55
Petrographic Analysis, C 856 .....	\$ 1,100
Splitting Tensile Strength, C 496 .....	\$ 80
<b>Reinforcing and Structural Steel</b>	
Fireproofing Density Test, UBC 7-6 .....	\$ 70
Hardness Test, Rockwell, A-370 .....	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32 .....	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI .....	\$ 95
Pre-Stress Strand (7 wire), A 416 .....	\$ 140
Chemical Analysis, A-36, A-615 .....	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar .....	\$ 55
No. 11 Rebar .....	\$ 75
No. 18 Rebar .....	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370 .....	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI .....	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039) .....	\$ 675
<b>Asphalt Concrete</b>	
Asphalt Mix Design, Caltrans .....	\$ 2,200
Asphalt Mix Design Review, Job Spec .....	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310 .....	\$ 215
Film Stripping, CT 302 .....	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366 .....	\$ 195
Marshall Stability, Flow and Unit Weight, T-245 .....	\$ 215
Maximum Theoretical Unit Weight, D 2041 .....	\$ 120
Swell, CT 305 .....	\$ 165
Unit Weight sample or core, D 2726, CT 308 .....	\$ 90
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality) .....	\$ 5,200
SuperPave, Gyrotory Unit WL, T 312 .....	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324 .....	\$ 1,000
<b>Aggregates</b>	
Absorption, Coarse, C 127 .....	\$ 35
Absorption, Fine, C 128 .....	\$ 35
Clay Lumps and Friable Particles, C 142 .....	\$ 100
Cleaness Value, CT 227 .....	\$ 160
Crushed Particles, CT 205 .....	\$ 140
Durability, Coarse, CT 229 .....	\$ 165
Durability, Fine, CT 229 .....	\$ 165
Los Angeles Abrasion, C 131 or C 535 .....	\$ 180
Mortar making properties of fine aggregate, C 87 .....	\$ 275
Organic Impurities, C 40 .....	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289 .....	\$ 390
Sand Equivalent, CT 217 .....	\$ 90
Sieve Analysis, Coarse Aggregate, C 136 .....	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136 .....	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88 .....	\$ 160
Specific Gravity, Coarse, C 127 .....	\$ 75
Specific Gravity, Fine, C 128 .....	\$ 110

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/20/2017

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).

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090 - Mandy Guo</b>	<b>CONTACT NAME:</b> Doris A. Chambers <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> dchambers@dealeyrenton.com														
<b>INSURED</b> <b>Ninyo &amp; Moore Geotechnical &amp; Environmental Sciences Consultants</b> <b>1956 Webster Street, Suite 400</b> <b>Oakland, CA 94612</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 447">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 447 1433 478"><b>INSURER A : Travelers Property Casualty Co</b></td> <td data-bbox="1433 447 1563 478"><b>25674</b></td> </tr> <tr> <td data-bbox="816 478 1433 510"><b>INSURER B : American Automobile Ins. Co.</b></td> <td data-bbox="1433 478 1563 510"><b>21849</b></td> </tr> <tr> <td data-bbox="816 510 1433 541"><b>INSURER C : Evanston Insurance Company</b></td> <td data-bbox="1433 510 1563 541"><b>35378</b></td> </tr> <tr> <td data-bbox="816 541 1433 573"><b>INSURER D :</b></td> <td data-bbox="1433 541 1563 573"></td> </tr> <tr> <td data-bbox="816 573 1433 604"><b>INSURER E :</b></td> <td data-bbox="1433 573 1563 604"></td> </tr> <tr> <td data-bbox="816 604 1433 634"><b>INSURER F :</b></td> <td data-bbox="1433 604 1563 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Travelers Property Casualty Co</b>	<b>25674</b>	<b>INSURER B : American Automobile Ins. Co.</b>	<b>21849</b>	<b>INSURER C : Evanston Insurance Company</b>	<b>35378</b>	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual</b> <input checked="" type="checkbox"/> <b>OCP</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>6308986R247</b>	<b>10/03/2016</b>	<b>10/03/2017</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	<b>X</b>	<b>X</b>	<b>8108986R247</b>	<b>10/03/2016</b>	<b>10/03/2017</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<b>X</b>	<b>X</b>	<b>CUP8986R247</b>	<b>10/03/2016</b>	<b>10/03/2017</b>	EACH OCCURRENCE <b>\$9,000,000</b> AGGREGATE <b>\$9,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>X</b>	<b>WZP81038417</b>	<b>05/01/2017</b>	<b>05/01/2018</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>C</b>	<b>Professional Liab &amp; Contractor's Pollution Liab.</b>		<b>X</b>	<b>MKLV7PL0002608</b>	<b>04/03/2017</b>	<b>10/03/2018</b>	<b>\$5,000,000 per Claim</b> <b>\$5,000,000 Annl Aggr.</b>

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

**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**

**PROJECT:** Estuary Park Site Improvements/PO8OAK02-00192 **DESCRIPTION:** Special Inspections/ Materials Testing Services **GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED:** City of Alameda, its City Council, boards and commissions, officers, and employees. Insurance is primary per policy form. Commercial General Liability Insurance is primary and non-contributory per policy form wording. Waiver of Subrogation applies (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Alameda</b> <b>Public Works Department</b> <b>Attn: Jack Dybas</b> <b>950 West Mall Square</b> <b>Alameda, CA 94501-7558</b>	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 
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## DESCRIPTIONS (Continued from Page 1)

to Commercial General Liability, Automobile Liability and Workers Compensation. Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than non-payment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non-payment of premium, 10 days written notice will be sent to the above.

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

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the 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" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization 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 the signing and execution of the contract or agreement by you;
- 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.****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 10/03/2016	
Named Insured Ninyo & Moore Geotechnical &	Countersigned by 

(Authorized Representative)

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

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT: City of Alameda, its City Council, boards and commissions, officers, and employees

(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.

Insured: Ninyo & Moore Geotechnical &

Policy Number: WZP81038417

Effective Date: 05/01/2017

**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  
Attn: Jack Dybas  
950 West Mall Square

PERSON(S) OR ORGANIZATION(S), CONT: City of Alameda, its City Council, boards and commissions, officers, and employees

Countersigned by



Authorized Representative