

## **FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT**

This First Amendment to the Agreement, entered into this 18<sup>th</sup> day of July, 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **Placeworks**, a California corporation whose address is **1625 Shattuck Avenue, Suite 300, Berkeley, CA 94709**, (hereinafter "the Consultant"), is made with reference to the following:

### RECITALS:

A. On March 1, 2016, an agreement was entered into by and between City and **Placeworks** (hereinafter "Agreement") by which Provider would provide design of the Jean Sweeney Open Space Park.

B. City and **Placeworks** 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 1<sup>st</sup> day of March 2016, and shall terminate no later than the 30th day of December 2018, unless terminated earlier as set forth herein.”

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

“Consultant 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 April 20, 2017 and Exhibit A-2, dated June 6, 2017. The Provider acknowledges that the work plan included in Exhibits A, A-1, A-2 are tentative and do not commit the City to request Provider to perform all tasks included therein.”

3. Paragraph 2, **COMPENSATION TO CONSULTANT**, 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 \$665,828, 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 \$98,129 for the services included in Exhibit A-1 and Exhibit A-2 for an overall total amount not to exceed \$763,957.”


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.

PLACEWORKS  
A California Corporation

  
\_\_\_\_\_  
Keith McCann  
Chief Executive Officer

  
\_\_\_\_\_  
Sarah Sutton  
Principal

CITY OF ALAMEDA  
A Municipal Corporation

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

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Amy Wooldridge  
Recreation and Parks Director

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Michael Roush  
Assistant City Attorney

# EXHIBIT A-1: SCOPE OF WORK AND COSTS

Changes to the construction documents for the 100% Jean Sweeney Open Space Park (JSOSP) submittal are necessary in order to avoid the Union Pacific owned parcel on the south side of the proposed park. It is anticipated that this parcel will ultimately be acquired by the City, but not before Phase A of the JSOSP is constructed. Therefore, improvements in Phase A of the JSOSP falling within the UP parcel will need to be temporarily removed from the plans. These removed components will be placed into what will ultimately be Phase B of the JSOSP. Stormwater quality features that currently treat Phase A improvements, will be shifted out of the UP parcel as they will need to function once Phase A is constructed. Also, because utilities are currently crossing the UP parcel, BKF will need to re-route them to the public right of way to the east. These utility connections will ultimately be abandoned when the next phase of the park is constructed. Lastly, the temporary portion of the Cross Alameda Trail (CAT) running through JSOSP at the westernmost end of the park, will be incorporated into the plan set as an existing condition. It is anticipated that this temporary portion of the trail will be demolished in Phase C of the JSOSP. The final trail layout that will replace the temporary portion of the CAT, will be incorporated into the Phase C, as it will be constructed when that particular phase of the park is built.

This exhibit describes the additional scope of services, schedule, products, and meetings for the Jean Sweeney Open Space Park that will be required to modify the existing documents by PlaceWorks for the City of Alameda in cooperation with BKF Engineers, Brookwater, KPW Structural Engineers, and The Engineering Enterprise.

## SCOPE OF SERVICES

The following describes the additional scope of services resulting from the above modifications.

### II. PROJECT FINALIZATION

#### *Task B. Final Construction Plans and Specifications*

##### **1. 100% PS&E Submittal**

The PlaceWorks team will need to perform additional, out of scope tasks to include the required modifications to the 100% construction documents.

a. Additional Survey at Southern Streets:

The original survey scope only covered the immediate interface area between the proposed park. During the review of the 95% submittal comments were received from the community that necessitated additional survey work at 8th, Nason, 9th, and Wood Streets.

b. Easement Exhibit Preparation

BKF prepared exhibits for access and utility easements across the southern UP parcels to assist the City of Alameda in their negotiations and appraisals. The following exhibits were prepared:

- 8th Street Access/Utility Easement
- Nason Street Access/Utility Easement
- 9th Street Access/Utility Easement
- Wood Street Access/Utility Easement

PlaceWorks participated in review and multiple discussions regarding easements and necessary adjustments to the southern trail alignments.

c. Southern Boundary Access Revisions

Following review of plans and discussion with neighbors adjacent to the southern property line the City requested that BKF prepare curb, gutter, sidewalk and boundary revisions, extending the original limit of work beyond the park property line. In addition PlaceWorks prepared multiple revisions to the ped/bike access layout from the park to the southern streets.

d. Drawing Revisions:

It is anticipated that the following drawings will be affected by these revisions in the 100% Submittal:

- Demolition Plan
- Horizontal Control and Striping Plan
- Grading and Utility Plan
- Planting Plan
- Irrigation Plan
- Electrical Plans
- Stormwater Management Plan
- Details
- Erosion Control Plan
- Structural Plans

e. Stormwater Control Report Revisions:

BKF will update the stormwater control report to reflect the new utility points of connections and revised drainage management areas.

f. Project Approval:

The PlaceWorks team has budgeted time to respond to additional City comments resulting from the revisions to the plans to submit a revision cloud set for submittal to Public Works.

g. Cost Estimates

PlaceWorks team will update the JSOSP cost estimate for items affected by the above changes. The changes anticipated to the cost estimate are as follows:

- Subtract improvements from Phase A and add into Phase B of JSOSP
- Add re-route of utilities to scope of Phase A
- Add demolition of temporary CAT to Phase C of JSOSP
- Add construction of final configuration of CAT to Phase C of JSOSP

Note that this exercise entails revisions and cross referencing with three separate estimates.

h. Specifications

PlaceWorks team will update the specifications affected by the above described changes.

i. Additional Meetings

PlaceWorks and BKF attended two (2) additional meetings and participated in multiple conference calls to review the changes associated with the re-phasing.

## PRODUCTS

In addition to the deliverable defined in our original contract, the City has requested the following full sized hard copies. An increase in reimbursable budget is proposed to cover the additional costs.

## I. PROJECT FINALIZATION

■ Task B. 1

*Products: 100% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 1 set Full Size hard copies will be submitted for review as stated in original contract plus the following:*

- 1 full size set routed to Building Dept. for Record Set, for plan review, signed and stamped,
- 1 full size set routed to Building Dept. for Job Site, signed and stamped,
- 1 full size set routed to Public Works, Attn.: Bob Claire (which then goes to Philip Lee, then James Barse),
- 1 full size set routed to Public Works, Attn.: Gene Hughes,
- 1 full size set routed to Public Works Maintenance Service Center, Attn.: Max Arbios,
- 1 full size set routed to AMP (Alameda Municipal Power), Attn.: Alex Azares.

- 1 – ½ size set routed to Public Works, Att.: Jack Dybas,
- 1 – ½ size set routed to ARPD, Attn.: Amy Wooldridge.

## MEETINGS

As noted in the original contract, the design team had budgeted for a total of 8 city staff meetings noting that we are available to attend additional meetings on a time-and-materials basis.

## COSTS

As shown in Exhibit B, the estimated cost to complete the added scope of work described in this proposal is \$61,871.

The billing rates for each team member are included in Exhibit B. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Exhibit B-1  
*PlaceWorks*  
Jean Sweeney Open Space Park  
*Con Mod #1*  
*Cost Estimate*

Labor Cost per Task	Hours per Task	PlaceWorks				BKF				Structural Engineer			Electrical			
		Principal	Associate Principal	Associate	Project Landscape Designer	Project Manager	Project Engineer	Design Engineer	Survey 2- Man Field Crew	Principal Structural Engineer	Proj. Engineer	Structural CAD Drafter	Principal	Engineer Designer	Revit CAD Tech	Staff
-	<b>II. PROJECT FINALIZATION</b>															
<b>54,609</b>	<b>B. Final Construction Plans &amp; Specification</b>	<b>16</b>	<b>28</b>	<b>36</b>	<b>56</b>	<b>28</b>	<b>76</b>	<b>98</b>	<b>16</b>	<b>2</b>	<b>8</b>	<b>8</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>1</b>
	1. 100% PS&E															
4,640	a. Additional Survey at Southern Streets		1					8	16							
2,448	b. Easement Exhibit Preparation		1			2		16								
2,642	c. Southern Boundary Access Revisions		4		8	2	2	4								
26,091	d. Drawing Revisions	8	12	24	32	10	38	36		2	8	8	1	4	4	1
2,880	e. Stormwater Control Report Revisions					2	16									
6,438	f. Project Approval	2	2	4	8	2	10	20								
4,302	g. Cost Estimates	2	2	8	8	2	2	8								
2,296	h. Specifications		2				8	6								
2,872	i. Additional Meetings	4	4			8										
	Total Hours	16	28	36	56	28	76	98	16	2	8	8	1	4	4	1
	Billing Rate	\$190	\$160	\$140	\$105	\$184	\$157	\$120	\$220	\$180	\$130	\$110	\$225	\$165	\$135	\$100
	Labor Cost	\$3,040	\$4,480	\$5,040	\$5,880	\$5,152	\$11,932	\$11,760	\$3,520	\$360	\$1,040	\$880	\$225	\$660	\$540	\$100
	Total Firm Labor Cost				<b>\$18,440</b>				<b>\$32,364</b>			<b>\$2,280</b>				<b>\$1,525</b>
	EXPENSES															
	Reprographics				3,000											
	Mileage (@ \$0.575 per mile)				40											
	Deliveries				50											
	Subconsultant Expenses (5%)				1,903											
	Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)				369				1,900							
	Total Expenses				\$5,362				\$1,900			\$0				\$0
	Total Per Firm				<b>\$23,802</b>				<b>\$34,264</b>			<b>\$2,280</b>				<b>\$1,525</b>
<b>\$61,871</b>	<b>GRAND TOTAL</b>															

# EXHIBIT A-2: SCOPE OF WORK AND COSTS

Based on the recent data regarding currently inflated construction bid prices, it has been determined that some scope should be cut from the approved park plans prior to bidding. This scope reduction will require modifications to the plans, technical specifications, cost estimates and project manual. Below is a summary of the estimated level of effort required by the PlaceWorks team to perform this work.

This exhibit describes the additional scope of services, products, and meetings for the Jean Sweeney Open Space Park that will be required to modify the existing documents by PlaceWorks for the City of Alameda in cooperation with BKF Engineers, Brookwater, KPW Structural Engineers, and The Engineering Enterprise.

## SCOPE OF SERVICES

The following describes the specific tasks to be completed to reduce project scope prior to bidding.

### II. PROJECT FINALIZATION

#### *Task C. Construction Administration and As-Built Construction Plans*

##### 5. FINAL BID SET SUBMITTAL (ADDITIONAL SUBTASK)

###### a. VE Meeting Preparation/ Follow up (completed)

The PlaceWorks team reviewed in detail the bidding summaries from the CAT project and prepared several strategies, including detailed cost assessments for potential changes to the scope that could result in significant cost reductions. Prior to the meeting PlaceWorks created several VE alternative strategies for discussion. Subsequent to the meeting, PlaceWorks prepared and submitted summary minutes and participated in several phone calls and email exchanges to clarify decisions and direction from the meeting.

###### b. VE Meeting (5/23/17 - completed)

PlaceWorks and BKF met with City staff Amy Wooldridge, Jack Dybas and Michael Drasnin from Mack5 to discuss the project target budget and review proposed changes to the project scope. At this meeting, the City agreed to modify the Phase A limit of work to



reduce the size of the project area, chose several revocable bid items and decided to list the Maintenance Building as a bid alternate..

c. Drawing Revisions

The PlaceWorks team will modify the project plans to reflect the cost reductions discussed at the May 23<sup>rd</sup> meeting. It is anticipated that the following drawings will be affected in the project set:

- Key map (Sheet K-1)
- Horizontal Control (Sheets C4.5-C4.8)
- Signing and Striping Plans (Sheets C5.5-C5.8)
- Grading Plans (Sheets C6.5-C6.8)
- Utility Plans (Sheets C7.5-C7.8)
- Stormwater Management Plans (Sheets C8.5-C8.8)
- Detail Reference/ Layout Plans (Sheets DR6-8)
- Electrical Plans (Sheets E6-E10)
- Irrigation Plans (Sheets IR6-IR13)
- Planting Plans (Sheets P6-8, P14-16)
- Tree Planting Palette (Sheet PP1)
- Planting Palette (Sheet PP-2)
- Landscape Details (Sheets LD-1- LD-22)
- Structural Plans (Sheets S2-0- S7-1)

d. Stormwater Control Report Revisions

BKF will update the stormwater control report to reflect the new the revised drainage management areas.

e. EBMUD Application Revisions

PlaceWorks and Brookwater will prepare revised quantities to the City for inclusion in the final EBMUD application.

f. Value Engineering Further

The PlaceWorks team will prepare a list of items that will be labeled as “Revocable” for the purpose of providing extra contingency funds, provided the construction bids come in higher than expected.

g. Cost Estimate

The PlaceWorks team will update the Phase A cost estimate, with input from subconsultants, to reflect the cost reduction strategies and determine how to further reduce the project scope to meet the available budget upon bidding.

h. Specifications

The PlaceWorks team will update the technical specifications and provide input as requested for the project manual affected by the above described changes.

## PRODUCTS

Products will be delivered to the City in pdf format.

## MEETINGS

In addition to the VE meeting already completed, the design team has budgeted for a total of two additional City staff meetings in person or via phone, noting that we are available to attend additional meetings on a time-and-materials basis.

## COSTS

As shown in Exhibit B, the estimated cost to complete the added scope of work described in this proposal is \$36,258.

The billing rates for each team member are included in Exhibit B. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Exhibit B  
CONTRACT MODIFICATION #2  
PlaceWorks  
Jean Sweeney Open Space Park  
Cost Estimate

		PlaceWorks				BKF				Structural Engineer			Electrical		Irrigation	
Labor Cost per Task	Hours per Task	Principal	Associate Principal	Associate	Project Landscape Designer	Project Manager	Engineer 3	Engineer 2	Engineer 1	Principal Structural Engineer	Proj. Engineer	Structural CAD Drafter	Principal	Engineer Designer	Principal	Designer
-	II. PROJECT FINALIZATION															
33,736	C. Construction Administration and As-Built Construction Plans	-	12	68	54	17	25	4	32	1	1	3	9	5	5	5
-	3. Final Bid Set Submittal (Additional Services)															
8,004	a. VE Meeting Preparation/ Follow up	0	12	25	12	5	2									
1,020	b. VE Meeting (5/23/17)	0		3		3										
13,703	c. Drawing Revisions	0		16	34		16		24	1	1	3	3	2	2	4
568	d. Stormwater Control Report Revisions	0						4								
470	e. EBMUD Application Revisions														3	1
1,682	f. Value Engineering Further	0		8		2	1									
4,915	g. Cost Estimates	0		6	8	1	4		8				4	3		
1,334	h. Specifications	0		4			2						2			
2,040	i. Additional meetings (in person or phone, if needed)	0		6		6										
	Total Hours	-	12	68	54	17	25	4	32	1	1	3	9	5	5	5
	Billing Rate	\$190	\$160	\$140	\$105	\$200	\$162	\$142	\$124	\$180	\$130	\$110	\$225	\$165	\$120	\$110
	Labor Cost	\$0	\$1,920	\$9,520	\$5,670	\$3,400	\$4,050	\$568	\$3,968	\$180	\$130	\$330	\$2,025	\$825	\$600	\$550
	Total Firm Labor Cost				\$17,110				\$11,986			\$640		\$2,850		\$1,150
	EXPENSES															
	Reprographics				-											
	Mileage (@ \$0.575 per mile)				40											
	Deliveries				50											
	Subconsultant Expenses (5%)				891											
	Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)				342	-	-	-	1,199							
	Total Expenses				\$1,323				\$1,199			\$0		\$0		\$0
	Total Per Firm				\$18,433				\$13,185			\$640		\$2,850		\$1,150
\$36,258	GRAND TOTAL															



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/29/2017

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> Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 980627-01-01-17-18	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Crum & Forster Specialty Insurance Co INSURER B : Travelers Property Casualty Company Of America INSURER C : INSURER D : INSURER E : INSURER F :  <b>NAIC #</b> 44520 25674
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## COVERAGES

CERTIFICATE NUMBER:

LOS-001721052-14

REVISION NUMBER:2

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded. \$5,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPK118128	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Contractors Pollution \$ 5,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	BA7E37616717CAG	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ \$1,000
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EX6J3287561743	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB7E37616717	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <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
A	<b>Errors &amp; Omissions-Claims Made</b> Retro Dates: See 2nd Page			EPK118128	07/01/2017	07/01/2018	Each Claim/Aggregate 5,000,000

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

The City of Alameda, its City Council, boards, and commissions, officers, employees, and volunteers are included as additional insured where required by written contract with respect to General and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability. Waiver of subrogation is applicable where required by written contract with respect to General and Auto Liability.

## CERTIFICATE HOLDER

City of Alameda  
its City Council, Boards, and Commissions  
2263 Santa Clara Ave. #19  
Alameda, CA 94501

## 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  
of Marsh Risk & Insurance Services

Rosalyn Martinez

*R. Martinez*

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EPK-118128

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

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Where Required By Written Contract.

- A. SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this Insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:**
- 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.**
  - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).**
  - 3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this Insurance.**

**This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.**

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A ) -**

**POLICY NUMBER: UB-7E37616-7-17**

**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.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any person or organization for which the insured has agreed by written contract executed prior to Loss to furnish this waiver.

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 07/01/17

Policy No. UB-7E37616-7-17

Endorsement No.  
Premium

Insured Placeworks

Insurance Company  
Travelers Property Casualty of America

Countersigned by \_\_\_\_\_

DATE OF ISSUE: - - ST ASSIGN:

THE UNIVERSITY OF CHICAGO  
DIVISION OF THE PHYSICAL SCIENCES  
DEPARTMENT OF PHYSICS  
530 SOUTH EAST ASIAN AVENUE  
CHICAGO, ILLINOIS 60607

RECEIVED  
JAN 10 1964

TO THE DIRECTOR  
OF THE UNIVERSITY OF CHICAGO

FROM THE DEPARTMENT OF PHYSICS  
CHICAGO, ILLINOIS 60607

RECEIVED  
JAN 10 1964