

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this ____ day of December, 2018, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and NCE, a Nevada corporation whose address is **501 CANAL BOULEVARD, SUITE I, RICHMOND, CALIFORNIA 94804**, (the "Provider"), is made with reference to the following:

RECITALS:

A. The City is in need of continuing the following professional services to ensure compliance with the City's Municipal Regional Stormwater Permit: Trash Load Reduction Planning Support, Green Infrastructure Planning, and On-Call Mapping and Reporting Support. Consistent with Administrative Instruction No. 5, the City selected the Provider as they possess the specialized knowledge, experience and skill needed to perform the special services which will be required by this Agreement.

B. On August 31, 2017, an agreement was entered into by and between City and Service Provider (hereinafter "Agreement") for an amount not to exceed \$73,765.

C. On August 8, 2018, a first amendment to this Agreement was entered into and by and between City and Service Provider to extend the term of this Agreement to terminate on the 31st day of December, 2018.

D. City and Service Provider desire to modify the Agreement on the terms and conditions set forth herein. The Agreement stipulated that the contract can be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. This is the Second Amendment.

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

1. Item No. 1, **TERM**, Paragraph 1 of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 31st day of August, 2017, and shall terminate on the 31st day of December, 2019, unless terminated earlier as set forth herein."

2. Item No. 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 A1 as requested. The Provider acknowledges that the work plan included in Exhibit A1 is tentative and does not commit the City to request Provider to perform all tasks included therein."

3. Item No. 3, COMPENSATION TO CONSULTANT, of the Agreement is modified to read as follows:

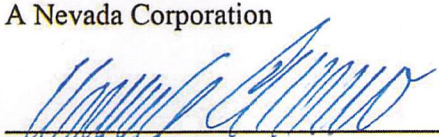
“a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B1.”


“b. The total compensation for the work under this Second Amendment to Agreement is not to exceed \$95,375, for a total contract amount of \$169,140.”

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.


NCE
A Nevada Corporation



Claude Corvino
Chief Executive Officer

Gregory Fasiano
Secretary

CITY OF ALAMEDA
A Municipal Corporation



David L Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL:



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Michael H. Roush
Assistant City Attorney



October 16, 2018

NCE Proposal No. 773.06.55

Jim Barse
Public Works Department
950 West Mall Square, Room 110
Alameda, California 94501-7575

RE: Scope and budget request for Trash Capture Compliance, Green Infrastructure Planning and On-Call Support

Dear Mr. Barse:

Per your request, NCE has prepared this scope and budget to our current contract in order to continue support of the City's Clean Water Program and compliance with the Municipal Regional Permit (MRP). Services requested include project management activities over the extended contract period (Task 1), trash compliance support for 2018-19 Fiscal Year (FY) (Task 2.A), and services to support City completion of the Green Infrastructure Plan (Tasks 3.A through 3.C). The scope of services below provides additional details. This scope and budget request was prepared based on discussions and e-mail correspondence held with the City in August and September of 2018.

SCOPE OF SERVICES

Task 1. Project Management

NCE will manage tasks presented in this scope including preparation for meetings, review and submittal of deliverables, informal communications with City staff, invoicing, and producing monthly progress reports. This task assumes a 12-month time extension to the current contract.

Deliverables:

1. Up to 12 monthly progress reports and invoices in pdf

Task 2 Trash Capture Compliance Support

NCE will provide assistance in reporting and complying with provision C.10 of the MRP in subtask 2.A.

Richmond, CA

501 Canal Blvd., Suite I
Richmond, CA 94804
(510) 215-3620

Task 2.A Trash Compliance Support FY 2018-19

This task includes support with compliance strategy and annual reporting for provision C.10 of the MRP in FY 2018-19. It consists of refining existing GIS data of areas treated by full trash capture (FTC) devices, and delineating new areas treated by up to 25 newly installed FTC devices. NCE will use these data to quantify trash load reductions and City's progress toward the 80% trash load reduction required by the MRP by July 1, 2019.

NCE will meet with the City to discuss recommended refinements to be made to GIS data that influence load reduction calculations. Following the meeting, NCE will provide the City a brief written methodology for delineating areas treated by FTC devices, and summarize edits to be made to trash generation baseline data (e.g. extract shoreline areas from baseline). NCE will incorporate City comments into a final methodology and then conduct edits in GIS according to this methodology. This scope assumes the City will provide a list of new FTC install locations by June 30, 2019. NCE will coordinate with the City to confirm final install locations, and then complete delineations of areas treated by newly installed FTC devices. NCE will provide a draft map book for City comment. The map book will include updated trash capture treatment areas and trash generation baseline data. NCE will address City comments in GIS and prepare and submit a final map book to the City.

Based on the updated data above, NCE will then calculate trash load reductions for 2019 to identify City's progress toward the 80% reduction requirement. This task includes one additional iteration of FTC trash load reductions to reflect additional changes and data updates provided by the City to support the FY 2018-19 MRP annual report.

This task also includes GIS support to edit the private lands drainage areas (PLDA) map and consists of addressing one round of City comments on the current PLDA map prepared and previously submitted in FY 2017-18.

NCE will also provide support to calculate trash load reductions resulting from On-land visual trash assessment (OVTA) scores. Prior to the City conducting OVTA, NCE will identify OVTA assessment locations so minimum criteria required by the MRP are met and so OVTAs are not conducted in areas already treated by FTC devices. NCE will provide updated OVTA data sheets for each OVTA assessment location. NCE assumes the City will conduct the OVTAs in the field and will provide OVTA results in consolidated spreadsheet format and will provide a copy of the OVTA data sheets. NCE will use this City provided data to calculate load reductions due to OVTA assessments. NCE will provide results for City review in a spreadsheet with tables

consistent with MRP report format. NCE will address comments and provide final spreadsheet to the City.

Deliverables:

1. Draft and final map book of FTC treated areas in pdf and map package format
2. Map book of PLDA in pdf and map package format
3. Field data sheets for OVTA assessments in pdf
4. Draft and final spreadsheet of load reductions due to OVTA results

Task 3 Green Infrastructure Plan

NCE will assist the City in developing components of its Green Infrastructure (GI) Plan through the services described below. The City is responsible for completing City identified tasks in the City of Alameda's GI Plan framework that are not included in this scope of work.

Task 3.A Assemble Materials and Prepare Draft and Final Green Infrastructure Plan (Framework Task 12.3)

This task will include continued support to develop a GI Plan outline, draft, and final GI Plan. NCE will tailor the ACCWP GI Plan outline to simplify assembly of the GI Plan as components are completed. NCE will provide a draft outline to the City for review and comment. NCE will address City comments and provide a final outline.

NCE will populate the GI Plan outline prepared above with work products completed under this scope, ACCWP outputs available at the time of completing this task, and components of the GI Plan completed by the City. NCE will prepare an administrative draft for Clean Water Program staff for review and comment. NCE will incorporate comments to prepare a draft GI Plan and submit to City for review by larger group of City staff (e.g., public works, parks and planning staff). The City will provide one set of consolidated non-conflicting comments. NCE will then hold a meeting up to 2 hours in length with key City staff to discuss comments on the draft. NCE will then incorporate City comments to update the sections prepared by NCE and pulled from the ACCWP templates and the City is responsible for updating City prepared sections of the GI Plan for submittal by the City with its September 2019 annual report.

This task includes up to two additional meetings with City staff to support development and finalization of the GI Plan. One meeting will occur at City offices and will include the City engineer in the winter or spring of 2019 and other key public works staff. Another meeting will occur at City offices in spring or summer of 2019, will include key City staff, and will include a brief presentation on how the GI plan addresses MRP requirements.

This task includes attendance by one NCE staff at up to two ACCWP GI committee meetings to ensure coordination with other permittees on GI Planning. NCE will confirm and coordinate attendance at these meetings with the City in advance.

The subtasks below describe work required to complete sections of the GI Plan.

Deliverables:

1. Administrative draft, draft and final GI Plan outline in word
2. Draft and final GI Plan in word and pdf

***Task 3.B GI Plan analysis
(Framework Tasks 3.1, 3.2, 5.2 and 8.3)***

NCE will work with the City to compile existing and potential GI projects. This information will be used to estimate progress in meeting impervious cover targets and associated pollutant load reductions required by the MRP. NCE will use the following data to identify existing and potential GI projects for inclusion in the GI plan:

- Regulated projects installed to date (public or private)
- Regulated projects going to construction by 2020 (end of MRP permit term) (public or private)
- Planned private developments
- Planned public CIP or other City projects

A list of projects will be compiled and include, project name, location, status (existing or proposed), ownership (Public or private) and approximate area treated by GI. NCE will provide the list to the City to confirm which projects to include in the GI plan. NCE will then provide up to 40 hours of GIS support to gather or generate GIS data to create a map of GI projects to include in the GI plan. NCE will use GIS data to estimate load reductions achieved by GI projects, which is required by the MRP.

This task includes support to complete a brief evaluation of funding options for GI projects, as required by the MRP. NCE will utilize the ACCWP led analysis of potential funding options and refine it to include funding options for Green Infrastructure Projects applicable to the City. NCE will summarize the evaluation in a brief write up or tabular summary to be included in the GI Plan.

Deliverables:

1. Part of Task 3.A deliverables – Brief description and 11 x 17 map of GI projects to be included in GI Plan
2. Part of Task 3.A deliverables – Brief description of load reductions achieved by GI projects to be included in GI Plan

3. Part of Task 3.A deliverables – Funding evaluation to be included in GI Plan

Task 3.C Project Completion Workplan (Framework Task 3.4)

Using the list of planned projects identified in Task 3.B, NCE will determine if these projects are early implementation or alternative compliance projects. If so, NCE will use the ACCWP template to develop a workplan for project implementation. If no projects are early implementation or alternative compliance project this task will not be applicable, and no further work will be required. NCE assumes up to 16 hours for this task.

Deliverables:

1. Part of Task 3.A deliverables - Project completion workplan to be included in GI Plan

Task 4 –GIS Analysis, Mapping and Annual Reporting

The City has requested on-call support for general mapping and reporting needs not covered by the tasks above. NCE will be available for up to 40 hours to provide on-call support to assist the City with these types of needs. For requests that exceed the 40 allocated hours, NCE will work with the City to determine an appropriate scope and fee.

ASSUMPTIONS

- This scope of work does not include hydrologic and hydraulic modeling to identify flow and capacity conditions in the storm drain system
- All deliverables will be submitted electronically
- City will provide one set of consolidated, non-conflicting comments from relevant City staff on project deliverables
- This scope does not include CEQA analysis for the GI Plan
- This scope assumes that ACCWP outputs will be provided to NCE, where applicable and relevant to the GI Plan development and trash compliance
- Selection, planning and design of GI projects is not included in this scope of work
- The City is responsible for completing City identified tasks in the City of Alameda's GI Plan framework that are not included in this scope of work
- The City will be responsible for providing GIS data of GI projects to ACCWP to support the County's Reasonable Assurance Analysis.

Mr. Jim Barse
City of Alameda
773.06.55
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- This scope does not include additional iterations of GIS data and load reductions, if deemed necessary by the County's RAA results.

FEE ESTIMATE AND CONTRACTING

NCE will perform the services described on a Time and Materials basis in accordance with a signed agreement between the City and NCE. NCE will begin this work upon receipt of a written notice to proceed. NCE's estimated fee for these additional services is \$95,375 as detailed in the attached table.

We enjoy the working relationship we have developed with the City and look forward to continued progress. Please call Marcy Kamerath at (510) 215-3620 with any questions regarding this proposal.

Sincerely,



A handwritten signature in blue ink that reads "Marcy Kamerath".

Marcy Kamerath
Senior Scientist

A handwritten signature in blue ink that reads "Jason Drew".

Jason Drew
Principal

City of Alameda
Trash Capture Compliance, GI Planning, and On-Call Support
Scope and Budget Request
October 16, 2018

Task Description	Labor Hours					Labor Expenses	Reimbursable Expenses	Total Cost
	Principal (Drew)	Senior (MK)	Project (Kobbs/An do/Steljes)	Staff (Hardy)	Clerical			
Rate	\$250	\$175	\$150	\$130	\$80			
1. Project Management	2	20			8	\$ 4,640	\$ 25	\$ 4,665
2. Trash Capture Compliance Support								
2.A Trash Compliance Support FY 2018-19	8	18	40	95		\$ 23,500	\$ 100	\$ 23,600
3. Green Infrastructure Plan								
3.A Assemble Materials and Prepare Draft Green Infrastructure Plan	12	44	20	80		\$ 24,100	\$ 50	\$ 24,150
3.B GI Plan Analysis	12	40	40	140		\$ 34,200	\$ 100	\$ 34,300
3.C Project Completion Workplan		4		12		\$ 2,260	\$ 100	\$ 2,360
4. GIS Analysis, Mapping and Annual Reporting	2	2	36			\$ 6,250	\$ 50	\$ 6,300
Total	36	128	136	327	8	\$ 94,950	\$ 425	\$ 95,375



NICHCON-02

AUSTINA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2018

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 have ADDITIONAL INSURED provisions or 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 License # 0E67768

IOA Insurance Services
4370 La Jolla Village Drive
Suite 600
San Diego, CA 92122

CONTACT NAME: Erica Wilson

PHONE (A/C, No, Ext): (858) 754-0063 50233

FAX (A/C, No): (619) 574-6288

E-MAIL ADDRESS: Erica.Wilson@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : RLI Insurance Company

13056

INSURER B : Crum & Forster Specialty Insurance Company

44520

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Nichols Consulting Engineers, CHTD
1885 S. Arlington Ave., #111
Reno, NV 89509

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0003222	05/17/2018	05/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp.: \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll.: \$500	X	X	PSA0001184	05/17/2018	05/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0003030	05/17/2018	05/17/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N	A	PSW0001955	05/17/2018	05/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Prof Liab/Cims Made			PKC107494	05/17/2018	05/17/2019	Per Claim \$ 2,000,000
B	<input checked="" type="checkbox"/> Ded.: \$10k Per Claim			PKC107494	05/17/2018	05/17/2019	Aggregate \$ 2,000,000

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

Re: Trash Load Reduction Planning Support, Green Infrastructure Planning and On-Call Mapping and Reporting Support

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER CITY OF ALAMEDA

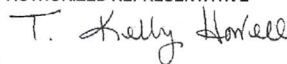
CANCELLATION

Risk Management


Date 11-5-18
Lucretia Akil, City Risk Manager
City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7575

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



Named Insured: Nichols Consulting Engineers, CHTD
Policy Number: PSB0003222

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.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **SECTION II - LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV - BUSINESS AUTO CONDITIONS**, **A. Loss Conditions**, **5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions:

Paragraph **5.b.** of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II - LIABILITY COVERAGE, Exclusion **B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, **C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

Named Insured: Nichols Consulting Engineers, CHTD

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: PSW0001955

WC 04 03 06

(Ed. 04-84)

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

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 an person or organization that you have agreed with in a written contract to provide this agreement

CITY OF ALAMEDA
Risk Management

 Date 11-5-18
Lucretia Akil, City Risk Manager