

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this _____ day of July 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Carlson, Barbee & Gibson, Inc.**, a California corporation, whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. On February 7, 2014, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and 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 19th day of February 2014, and shall terminate on the 31st day of December 2016, unless terminated earlier as set forth herein."

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibits "A" and "A-1", which are attached hereto and incorporated herein by this reference."

3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$158,000.00 as set forth in Exhibit "A", and in the amount not to exceed \$151,500.00 as set forth in Exhibit "A-1", for a total of \$309,500 which are attached hereto and incorporated herein by this reference."

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.

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

Carlson, Barbee & Gibson, Inc.


CITY OF ALAMEDA
A Municipal Corporation


By: David P. Carlson
Title: President

Elizabeth D. Warmerdam
Interim City Manager

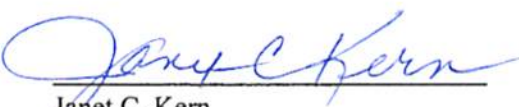

By: Angelo J. Obertello
Title: Secretary

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Janet C. Kern
City Attorney



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

Exhibit A-1

May 7, 2015
Job No.: 1087-010
Revised: June 4, 2015

Budget

**Alameda Point
2015 Tasks
Alameda, California**

<u>Description of Work</u>	<u>Budget</u>
I. Task 1 - Phase 2 Tidelands Trust Exchange	
A. Finalize the Phase 2 Exchange Areas	\$ 5,000
B. Phase 2 Exchange Legal Descriptions and Plat Maps	\$ 10,000
C. Phase 2 Exchange Record of Survey	\$ 17,500
D. Meetings	\$ 5,000
Subtotal Task 1	\$ 37,500
II. Task 2 - Additional Outfall Permitting Assistance	
A. Update Stormwater Management Plan	\$ 9,000
B. Additional Application Processing Assistance	\$ 3,000
C. Meetings and Coordination	\$ 3,000
D. Revisions and Processing	\$ 5,000
Subtotal Task 2	\$ 20,000
III. Task 3 - Master Infrastructure Plan Implementation	
A. Miscellaneous Tasks and Exhibits	\$ 25,000
Subtotal Task 3	\$ 25,000
IV. Task 4 - Alameda Point Engineering Related Tasks	\$ 45,000
A. Miscellaneous Engineering Tasks and Review	
B. Meetings and Coordination	
Subtotal Task 4	\$ 45,000

Alameda Point
Page 2 of 2

May 7, 2015
Job No.: 1087-010
Revised: June 4, 2015

<u>Description of Work</u>	<u>Estimated Fee</u>
V. Task 5 - WETA Facility - Engineering Related Tasks	\$ 20,000
A. Miscellaneous Engineering Tasks and Review	
B. Meetings and Coordination	
Subtotal Task 5	\$ 20,000
VI. Reimbursables Budget (Cost + 10%)	\$ 4,000
Total	\$ 151,500

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2016. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

May 7, 2015
Job No.: 1087-010
Revised: June 4, 2015

**Proposal to Provide
Civil Engineering and Surveying Services**

**Alameda Point
2015 Tasks
Alameda, California**

Description of Work

I. Task 1 – Phase 2 Tidelands Trust Exchange

A. Finalize the Phase 2 Exchange Areas

1. Update the previously prepared State Lands Exchange Exhibits (Overall, Phase 1 and Phase 2) depicting Agreed Trust Lands, Trust Addition Lands, Agreed Non-Trust Lands, and Trust Termination Lands to be consistent with Final Navy Phase 1 & 2 property transfers and Federally Retained Lands boundaries.
2. Provide exhibits to legal counsel, State Lands Commission staff, and other relevant agencies, revise as needed.

B. Phase 2 Exchange Legal Descriptions and Plat Maps

1. Prepare five legal descriptions and plat maps of the following areas:
 - a. Phase 2 NAS Alameda Property
 - b. Phase 2 Trust Addition Lands
 - c. Phase 2 Trust Termination Lands
 - d. Phase 2 Agreed Trust Lands
 - e. Phase 2 Non-Trust Lands
2. Revise and process plats and legal descriptions to legal counsel, State Lands Commission Staff, and other relevant agencies as needed.

Description of Work

C. Phase 2 Exchange Record of Survey

1. Prepare a Record of Survey of the Phase 2 Exchange in accordance with City of Alameda, County of Alameda and State Lands Commission requirements. The Record of Survey shall:
 - a. be based on field surveys;
 - b. show the boundaries of the Trust Addition Lands, Trust Termination Lands, Agreed Trust Lands and Agreed Non-Trust Lands conveyed in Closing Phase 2;
 - c. establish the physical location of boundaries and define same with sufficient controlling monuments appropriately placed;
2. Set monuments and property corners (assume a maximum of 6 monuments will be set).

D. Meetings and Processing

1. Prepare miscellaneous exhibits and perform miscellaneous tasks, as requested by Client.
2. Prepare modifications to exhibits and provide additional tasks, as requested by Client.
3. Attend meetings and assist Client in processing plans with SLC, Navy, Title Company, Attorneys, City of Alameda representatives.

II. Task 2 – Additional Outfall Permitting Assistance

A. Update Stormwater Management Plan

1. Update the Preliminary Stormwater Management Plan based on the feedback from RWQCB.
2. Prepare a Stormwater Quality Schematic Figures for the project site depicting the anticipated stormwater facilities within each sub district. The figures will also depict how the stormwater facilities will be incrementally implemented within Alameda Point to comply with the Municipal Regional Permit (MRP) and additional commitments.

Description of Work

- B. Additional Application Processing Assistance**
 - 1. Assist the team in processing the application, preparation of maps and figures and other elements of the application as needed.
- C. Meetings and Coordination**
 - 1. Attend meetings and coordination with the Consultant Team as requested.
- D. Revisions and Processing**
 - 1. Prepare revisions and assist with processing of revisions as requested.

III. Task 3 – Master Infrastructure Plan Implementation

- A. Miscellaneous Task and Exhibits**
 - 1. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by Client, including but not limited to:
 - Assist with implementation efforts of the Master Infrastructure Plan (MIP);
 - Review potential development proposals for consistency with the MIP;
 - Analyze phasing opportunities;
 - Prepare Infrastructure Cost Estimates;
 - Prepare miscellaneous exhibits;
 - Attend meetings;
 - Coordinate with City Staff and other consultants.

Description of Work

IV. Task 4 – Alameda Point Engineering Related Tasks

A. Miscellaneous Engineering Tasks and Review

1. Perform miscellaneous tasks and review various engineering related items associated with Site A, VA project and other projects as requested by Client, including but not limited to:
 - Assist with implementation efforts of the Master Infrastructure Plan (MIP);
 - Review potential development plans for consistency with the MIP, including items related to the Site A, VA project and other projects;
 - Prepare miscellaneous exhibits;
 - Attend meetings;
 - Coordinate with City Staff and other consultants.

B. Meetings and Coordination

1. Attend meetings, participate in teleconferences, and assist Client with coordination and consultation as requested.

V. Task 5 – WETA Facility – Engineering Related Tasks

A. Miscellaneous Engineering Tasks and Review

1. Perform miscellaneous tasks and review various engineering related items associated with the WETA Facility as requested by Client, including but not limited to:
 - Assist with implementation efforts of the Master Infrastructure Plan (MIP);
 - Review potential development plans for consistency with the MIP;
 - Prepare miscellaneous exhibits;
 - Attend meetings;
 - Coordinate with City Staff and other consultants.

B. Meetings and Coordination

1. Attend meetings, participate in teleconferences, and assist Client with coordination and consultation as requested.

Description of Work

VI. Reimbursables

- A. Printing and Computer Plots.
- B. Delivery Services and UPS.
- C. Acquisition of Record Materials.
- D. Mileage, Tolls and Parking

VII. Assumptions

- A. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2016. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.

VIII. Exclusions

- A. Preliminary Title Report.
- B. Design or staking of any improvements.
- C. Plan checking or inspection services.



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2016

Engineering

Project Manager	\$180 - \$195
Senior Engineer.....	\$175 - \$195
Project Engineer.....	\$165
Design Engineer.....	\$150
Associate Engineer	\$135

Planning

Senior Planner	\$175
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Surveying

Survey Manager.....	\$195
Senior Surveyor	\$175
Project Surveyor.....	\$165
Office Surveyor.....	\$150
Party Chief.....	\$165
Chainman	\$85

Drafting

CAD Technician	\$120 - \$130
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Administration

Clerical	\$60
Reimbursables.....	Cost + 10%

Management

Principal	\$225
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**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

January 27, 2014
Job No.: 1087-010

Exhibit "A"
Proposal to Provide
Civil Engineering and Surveying Services

Alameda Point
2014 Tasks
Alameda, California

Description of Work

I. Task 1 – Phase 2 Navy Conveyance

A. Finalize the Phase 2 Navy Conveyance Areas

1. Confirm the limits of the Navy Property to be conveyed to the City of Alameda in Phase 2.
2. Establish the proposed parcels to be created within the Phase 2 Conveyance Areas based on direction from the Navy, City and Environmental Consultants.
3. Update previously prepared Navy Conveyance exhibits, as necessary.

B. Legal Descriptions and Plat Maps (Assume 10)

1. Prepare a legal description and plat map describing each Phase 2 Navy Conveyance Parcel.

C. Meetings and Processing

1. Prepare miscellaneous exhibits and perform miscellaneous tasks, as requested by Client.
2. Prepare modifications to exhibits, legal descriptions and plat maps, as requested by Client.
3. Attend meetings and assist Client in processing legal descriptions with Navy, Attorneys, City of Alameda representatives, and Title Company.

II. Task 2 - Letter of Map Revision – Existing Conditions

A. Letter of Map Revision

1. Prepare the necessary hydraulic and engineering analysis required for FEMA approval of a Letter of Map Revision (LOMR) to establish the existing flood zones within Alameda Point. The existing flood zones will be mapped only for the portions of Alameda Point that are currently or are scheduled to be owned by the City of Alameda.
2. Prepare and submit a LOMR Application to FEMA.

2633 CAMINO RAMON, SUITE 350 • SAN RAMON, CALIFORNIA 94583 • (925) 868-0322 • www.cbands.com

Description of Work

B. Processing and Revisions

1. Process the LOMR with FEMA and respond to additional information requests from FEMA reviewers.
2. Revise the LOMR materials as necessary to address FEMA or City of Alameda comments.

C. Miscellaneous Tasks and Meetings

1. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by Client.
2. Attend meetings as requested by Client.

III. Task 3 – Outfall Permitting Assistance

A. Stormwater Outfall Details

1. Field Survey
 - a. Perform a field survey of existing conditions at each proposed outfall location (Assume 5).
 - b. Perform a field survey of a sample of existing outfalls to be abandoned (Assume 5).
2. Outfall Plans
 - a. Prepare Preliminary Construction Plans (30%) and details for each proposed outfall location.
 - b. Calculate the amount of proposed fill within the jurisdictional waters.

B. Preliminary Stormwater Management Plan

1. Prepare a Preliminary Stormwater Management Plan based on the stormwater system information presented in the Master Infrastructure Plan.
2. Prepare a Stormwater Quality Schematic Figures for the project site depicting the anticipated stormwater facilities within each sub district. The figures will also depict how the stormwater facilities will be incrementally implemented within Alameda Point to comply with the Municipal Regional Permit (MRP).

Description of Work

- C. Application Preparation Assistance
 - 1. Assist the team in preparing and reviewing the various application materials, preparation of maps and figures and other elements of the application as needed.
- D. Meetings and Coordination
 - 1. Attend meetings and coordination with the Consultant Team as requested.
- E. Revisions and Processing
 - 1. Prepare revisions and assist with processing of revisions as requested.
- IV. **Task 4 – Contingency and Master Infrastructure Plan Implementation**
 - A. Miscellaneous Task and Exhibits
 - 1. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by Client, including but not limited to:
 - Assist with implementation efforts of the Master Infrastructure Plan (MIP);
 - Review potential development proposals for consistency with the MIP;
 - Analyze phasing opportunities;
 - Prepare Infrastructure Cost Estimates;
 - Prepare miscellaneous exhibits;
 - Attend meetings;
 - Coordinate with City Staff and other consultants.
- V. Reimbursables
 - A. Printing and Computer Plots.
 - B. Delivery Services and UPS.
 - C. Acquisition of Record Materials.
 - D. Mileage, Tolls and Parking
- VI. Assumptions
 - A. The FEMA existing flood zone analysis will be based on the design level existing topography that our office compiled in 2007. As well as FEMA's current effective model for coastal flooding within the San Francisco Bay.

Description of Work

- B. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2014. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization**

VII. Exclusions

- A. Record of Survey.**
- B. Preliminary Title Report.**
- C. Wave / wind run-up model of Alameda Point.**
- D. Flood Zone mapping on the Federally retained lands.**
- E. CLOMR for proposed flood protection system.**



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

January 27, 2014
Job No.: 1087-010

Budget

**Alameda Point
2014 Tasks
Alameda, California**

<u>Description of Work</u>	<u>Budget</u>
I. Task 1 - Phase 2 Navy Conveyance	
A. Finalize the Phase 2 Navy Conveyance Areas	\$ 7,500
B. Legal Descriptions and Plat Maps (Assume 10)	\$ 15,000
C. Meetings and Processing	\$ 7,500
Subtotal Task 1	\$ 30,000
II. Task 2 - Letter of Map Revision - Existing Conditions	
A. Letter of Map Revision	\$ 25,000
B. Processing and Revisions	\$ 10,000
C. Miscellaneous Tasks and Meetings	\$ 5,000
Subtotal Task 2	\$ 40,000
III. Task 3 - Outfall Permitting Assistance	
A. Stormwater Outfall Details	\$ 8,500
B. Preliminary Stormwater Management Plan	\$ 22,500
C. Application Preparation Assistance	\$ 13,500
D. Meetings and Coordination	\$ 10,000
E. Revisions and Processing	\$ 10,000
Subtotal Task 3	\$ 64,500

Alameda Point
Page 2 of 2

January 27, 2014
Job No.: 1087-010

<u>Description of Work</u>	<u>Estimated Fee</u>
IV. Task 4 - Contingency and Master Infrastructure Plan Implementation	
A. Miscellaneous Tasks and Exhibits	\$ 20,000
Subtotal Task 4	\$ 20,000
V. Reimbursables Budget (Cost + 10%)	\$ 3,000
	Total \$ 157,500
	Plus Reimbursables

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2014. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2014

Engineering

Project Manager	\$175 - \$190
Senior Engineer.....	\$170 - \$190
Project Engineer.....	\$160
Design Engineer.....	\$145
Associate Engineer	\$130

Planning

Senior Planner	\$170
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Surveying

Survey Manager	\$190
Senior Surveyor	\$170
Office Surveyor.....	\$145
Party Chief.....	\$160
Chainman	\$ 80

Drafting

CAD Technician II	\$115
CAD Technician I.....	\$100

Administration

Clerical	\$ 55
Reimbursables.....	Cost Plus 10%

Management

Principal	\$220
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CARLBAR-01

ROSEM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768
IOA Insurance Services-SD
4350 La Jolla Village Drive, Suite 900
San Diego, CA 92122

CONTACT NAME: Danielle French

PHONE (A/C, No, Ext): (619) 574-6220

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

E-MAIL ADDRESS: Danielle.French@ioausa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: RLI Insurance Company

13056

INSURER B: The Hanover Insurance Company

22292

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Carlson, Barbee & Gibson, Inc.
2633 Camino Ramon, Suite 350
San Ramon, CA 94583

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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Insd/Prim/WOS <input checked="" type="checkbox"/> Form# PPB3040212 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001384	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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	PSA0001204	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	PSW0001537	09/01/2014	09/01/2015	<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	Prof. Liab/Clims Made			LH3 9033909 05	09/01/2014	09/01/2015	Per Claim 2,000,000
B	\$75K Ded. Per Clm			LH3 9033909 05	09/01/2014	09/01/2015	Aggregate 4,000,000

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

ARAA, its Board, officials, employees and volunteers are Additional Insureds with respects to General Liability and Auto Liability on Primary & Non-Contributory and Waiver of Subrogation, and Workers Compensation includes Waiver of Subrogation, as they are required by written contract. For Professional Liability, the aggregate limit is the total insurance available for all covered claims within a policy period. 30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
Economic Development Department
Jennifer Ott
2263 Santa Clara Avenue, Room 320
Alameda, CA 94501

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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Named Insured: Carlson, Barbee & Gibson, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR 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.

CITY OF ALAMEDA
Risk Management

 Date 6-9-15
Lucretia Akil, City Risk Manager

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.


The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

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

Job Description

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

CITY OF ALAMEDA
Risk Management

Date 6-9-15
Lucretia Akil, City Risk Manager

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09-01-2014

Insured

Carlson, Barbee & Gibson, Inc.

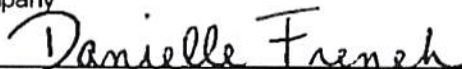
Policy No. PSW0001537

Insurance Company

RLI Insurance Company

Endorsement No.

Countersigned By



Named Insured: Carlson, Barbee & Gibson, Inc.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

LA Date 6-9-15
Lucretia Akil, City Risk Manager

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:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

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