FIRST AMENDMENT TO AGREEMENT



This First Amendment of the Agreement, entered into this _____ day of July, 2019, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **BKF ENGINEERS**, a California corporation, whose address is **1646 N. CALIFORNIA BOULEVARD**, **SUITE 400**, **WALNUT CREEK**, **CA 94596** (the "**Provider**"), is made with reference to the following:

RECITALS:

- A. On January 17, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in the amount of \$274,378. for Civil Engineering and Land Surveying for Cross Alameda Trail (CAT/RAMP).
- B. City and Provider desire to modify the Agreement for additional funds for Task 4 to accommodate additional Construction Support services required due to extended (rainy/wet) construction schedule, to accommodate Bay-Friendly Landscape Rater (not to exceed \$7,000) and to extend the term, on the terms and conditions set forth herein.

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

- 1. Item No. 1, **TERM** of the Agreement is modified to read as follows:
- "The term of this Agreement shall commence on the 17th day of January 2018, and shall terminate on the 31st day of March 2020, unless terminated earlier as set forth herein."
- 2. Item No. 3, <u>COMPENSATION TO PROVIDER</u>, Paragraph 2 of the Agreement is modified to read as follows:
- "a. The total compensation for work under this First Amendment to Agreement is not to exceed \$25,000, for a total agreement amount of \$299,378. (Note: All \$25,000 of this First Amendment is devoted to BKF's Task 4 for Construction Support, \$7,000 of which is devoted specifically for the services of a Bay-Friendly Landscape Rater for the project.)
- 3. 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.

BKF ENGINEERS A California Corporation

Daniel Schaefer Secretary

Jaysen Long Vice President CITY OF ALAMEDA A Municipal Corporation

Eric J. Levitt City Manager

RECOMMENDED FOR APPROVAL

Liam Garland
Public Works Director

APPROVED AS TO FORM: City Attorney

muchael Mul

Michael Roush

Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2019

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.

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675					such endorsement(s). CONTACT Namcy Ferrick			
					PHONE [A/C, No, Ext): 510-465-3090 [E-MAIL Appress: nferrick@dealeyrenton.com			
				INCHE				25674
INSURED BKFENGINE					INSURER A: Travelers Property Casualty Co of Ameri INSURER B: XL Specialty Insurance Co.			
BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City CA 94065-1428								
					INSURER C:			
					INSURER D:			
					INSURER E :			
					INSURER F:			
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A	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	6808J585363	9/1/2018	9/1/2019	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (En occurrence)	\$1,000,000
							MED EXP (Any one person)	\$ 10,000
	X Cross Liability						PERSONAL & ADV INJURY	\$1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
ı	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:			-,			PRODUCTO - COMPTON ACC	\$
A	AUTOMOBILE LIABILITY	Y	Y	BA8J591007	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO OWNED AUTOS ONLY HIRED Y HIRED Y NON-OWNED			BA00391007	3/1/2016	3/1/2013	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	s
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	AUTOS ONLY AUTOS ONLY						(Per accident)	s
A	X UMBRELLALIAB X OCCUR	Y	Y	CUP8J595006	9/1/2018	9/1/2019		
				001 00333000	3/1/2010		EACH OCCURRENCE	\$ 5,000,000
	CDAIMS-MADE						AGGREGATE	\$5,000,000
A	DED RETENTION \$ WORKERS COMPENSATION		Y	UB9K584739	7/1/2018	7/1/2019	X PER OTH-	\$
	AND EMPLOYERS' LIABILITY Y/N	N/A		UB9K364739	1/1/2018	7/1/2019		- 4 000 000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
				DDDoodagoo	74.0040	711 70010	E.L. DISEASE - POLICY LIMIT	\$1,000,000 per Claim
В	Professional Liability	4 1 (C)		DPR9927800	7/1/2018	7/1/2019	\$5,000,000 \$7,000,000	Annual Aggregate
RE:	RIPTION OF OPERATIONS / LOCATIONS / VEHICI Project No. P20175172-01 City of Alameda, its City Council, Board pmobile Liability. General Liability is Prinility and Workers' Compensation.	ds, C nary/	ommi Non-	c to pade.		to supply to		d for General and ility, Automobile
CER	RTIFICATE HOLDER	_		CAN	CELLATION	l 30 Days Noti	ce of Cancellation	
CER	RTIFICATE HOLDER			SH	OULD ANY OF	THE ABOVE D	ce of Cancellatio	CIES BE CA

City of Alameda Public Works Department 950 W. Mall Square #110 Alameda, CA 94501

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions: or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED
- **B. EMPLOYEE HIRED AUTO**
- C. EMPLOYEES AS INSURED
- D. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- E. TRAILERS INCREASED LOAD CAPACITY
- F. HIRED AUTO PHYSICAL DAMAGE
- G. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos 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.

B. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT INCREASED LIMIT
- I. WAIVER OF DEDUCTIBLE GLASS
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. AUTO LOAN LEASE GAP
- M. BLANKET WAIVER OF SUBROGATION

performing duties related to the conduct of your business.

- 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV BUSINESS AUTO CONDITIONS:
 - 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 an "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".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

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.

D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- 2. The following replaces Paragraph A.2.a.(4) of SECTION II COVERED AUTOS LIABILITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

 "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III — PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.1.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss":
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor:
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO 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 written 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.

COMMERCIAL GENERAL LIABILITY ISSUED DATE: 5/23/2019

POLICY NUMBER: 6808J585363

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 09/01/2018

POLICY NUMBER: 6808J585363

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured

All parties required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance afforded under this Coverage Part to an additional insured designated in the Schedule above 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 if you agree in a written contract or agreement that the insurance afforded to such additional insured under this Cover-

age Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to such other insurance only if:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place: and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed:

subsequent to the signing and execution of that contract or agreement by you.

COMMERCIAL GENERAL LIABILITY ISSUED DATE: 5/23/2019

POLICY NUMBER: 6808J585363

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

 The following is added to Paragraph A.1.c., Who is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos 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.

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) - 001

POLICY NUMBER: UB9K584739

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.

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 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS THAT REQUIRES YOU TO OBTAIN EXECUTED THE CONTRACT BEFORE THAT ARE PARTIE TO A CONTRACT THIS AGREEMENT, PROVIDED YOU THE LOSS.

DATE OF ISSUE: 5/23/2019

ST ASSIGN: CA

017106