

SECOND AMENDMENT TO AGREEMENT

ORIGINAL

This Second Amendment of the Agreement, entered into this 24th day of October, 2018, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **NUTE ENGINEERING**, a California corporation whose address is **907 MISSION AVENUE, SAN RAFAEL, CALIFORNIA 94901**, (hereinafter referred to as "Consultant"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Various City projects require engineering professional services. The City issued a Request for Proposal for services in this contract scope and selected the firm that best meets the City's needs. This is the Second Amendment.
- C. On July 20, 2016 an agreement was entered into by and between City and Consultant (hereinafter "Agreement"). The compensation for the Agreement was \$333,069.
- D. On July 1, 2017 an agreement was entered into by and between City and Consultant (hereinafter "First Amendment"). The term of the First Amendment was modified to terminate on June 30, 2018.
- E. This is the Second Amendment of four to the Cyclic Sewer Rehabilitation Project, Phase 13 contract and is called Cyclic Sewer Rehabilitation Project, Phase 16.
- F. Consultant is specially trained, experienced, and competent to perform the special service which will be required by this Agreement.
- G. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- H. City and Consultant desire to enter into a second amendment to agreement for engineering design services for the rehabilitation of approximately 2.7 miles of sewer main and associated manholes, and lower laterals, upon the terms and conditions 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 20th day of July 2017 and shall terminate on the 30th day of September 2019, 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 perform 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. The Consultant acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Consultant to perform all tasks included therein.”

3. Paragraph 3, **COMPENSATION TO CONSULTANT**, Paragraph 1 and Paragraph 4 of the Agreement is modified to read as follows:

“Contractor shall be compensated for services performed pursuant to this Second Amendment to Agreement in the amount set forth in Exhibit “A” which is attached hereto and incorporated herein by reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from CIP 99502602.”

“Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges to be according to the fee schedule in Exhibit “B” unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit “B” schedule.”

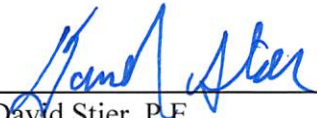
“Total compensation for work under this Second Amendment shall not exceed \$394,390. Total compensation for work under this Agreement shall not exceed \$727,459.”

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 have caused the Agreement to be executed on the day and year first above written.

NUTE ENGINEERING
A California Corporation



David Stier, P.E.
Vice President



Mark Wilson, P.E.
President

CITY OF ALAMEDA
A Municipal Corporation




David Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Janet C. Kern
City Attorney



Civil & Sanitary Consultants

September 6, 2018

Erin Smith, Deputy Public Works Director
City of Alameda
Department of Public Works
950 West Mall Square
Alameda, CA 94501

Re: **Contract Amendment for Engineering Design Services**
Alameda Cyclic 16 Sewer Rehabilitation Project

Dear Ms. Smith:

Nute Engineering is pleased to submit this proposal for a Contract Amendment to provide engineering design services and construction services for the Alameda Cyclic 16 Sewer Rehabilitation Project. Our review of the sewer pipes (Attachment C) selected for 2018-19 shows that the project consists of the following:

13,279 linear feet of sewers in roadways (6"-8" diameter)
2,013 linear feet of easement/off-roadway sewers (6"-15" diameter)
15,292 LINEAR FEET TOTAL SEWER REPLACEMENT

It is understood that the Cyclic 16 project may be completed by McGuire and Hester, Inc., whom have been awarded the Cyclic 15 Construction Contract, through an optional Contract Amendment, or will be awarded through a public bidding process. Our firm will provide engineering services to accommodate either of these options.

DESIGN SERVICES TO BE PERFORMED BY THE ENGINEER

The following Tasks 1-3 detail the scope of engineering services we propose to provide on the above described sewer improvement project:

Task 1 Services – Pre-Design Investigation

1. Review Existing Information (Record Drawings, etc)
2. Field and Utility Investigation
 - CCTV Inspection Review
 - Utility Investigation (Electronic location, Potholing)
 - Field Investigations
 - Permit Identification
3. Utility Mapping
4. Geotechnical Investigation for all work locations
5. Topographic survey and CAD processing for all work locations

Task 2 Services – Prepare Plans, Review Specifications, and Cost Estimate

1. Project Design Coordination
 - Kickoff meeting
 - Progress Meetings (5 total)
 - Public Outreach and Coordination, Parks Department Coordination
2. Project Document Management
3. Project Plans
 - Coordinate all backfill, paving requirements, details per the City of Alameda
 - Coordinate Caltrans Encroachment Permits
 - Develop and submit 30% plans
 - Develop and submit 60% plans
 - Develop and submit 95% plans
 - Develop and submit 100% plans
4. Prepare project specifications
5. Develop detailed project cost estimate

Task 3 Services – Engineering Services During Construction (ESDC)

1. Preconstruction meeting
2. Review Contractor's submittals and shop drawings (Assume 25 submittals)
3. Field consultations with the City as required (Assume 5 meetings)
4. Respond to Contractor RFI's
5. Evaluate proposals for modifications to Contract work and prepare change orders
6. Prepare record drawings for project

PROPOSED SCHEDULE

The following our proposed schedule for the preparation of the Plans and Specifications for this project.

October 1, 2018	Notice to Proceed with the design
February 1, 2019	Submit 35% plans and estimates
April 15, 2019	Submit 65% plans and estimates
May 1, 2019	Submit 95% plans, specifications and estimates
June 1, 2019	Submit 100%/Final plans and specifications for bidding

SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services are outside the scope of this proposal and will be provided by others:

1. Aerial mapping, field surveying and setting of construction stakes.
2. CCTV inspection.
3. Smoke testing and televising of the sewers and laterals as determined to be necessary.

Exhibit A

4. Environmental review or preparation of an environmental impact report of the project.
5. Necessary permit applications and application fees.
6. Legal services in connection with the project
7. Mapping and Acquisition of rights of ways, rights of entries and permits (except Caltrans encroachment permit).
8. Printing of plans and specifications for bidding purposes and for the Contractor's use or clerical time to send bid documents out to bidders.
9. Engineering services in connection with contaminated soil or groundwater.
10. On-site inspection services.

ENGINEERING FEE

We propose to do all the work on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The following is the budget for the engineering fee for the schedule outlined above:

Task 1 – Pre-Design Investigation	\$185,910
Task 2 – Prepare Plans, Review Specifications, and Cost Estimate	\$172,104
Task 3 – Engineering Services During Construction (ESDC)	<u>\$ 36,376</u>
Total =	\$394,390

Very truly yours,

NUTE ENGINEERING

By: David Stier
David Stier, P.E., Vice President

Attachment A – Schedule of Hourly Rates

Attachment B – Project Estimating Sheet

Attachment C – Cyclic 16 Project Alignments

Exhibit A

ATTACHMENT B - PROJECT COST ESTIMATING SHEET
CITY OF ALAMEDA
CYCLIC 16 SEWER REHABILITATION PROJECT

NUTE ENGINEERING
907 Mission Ave
San Rafael, CA 94901

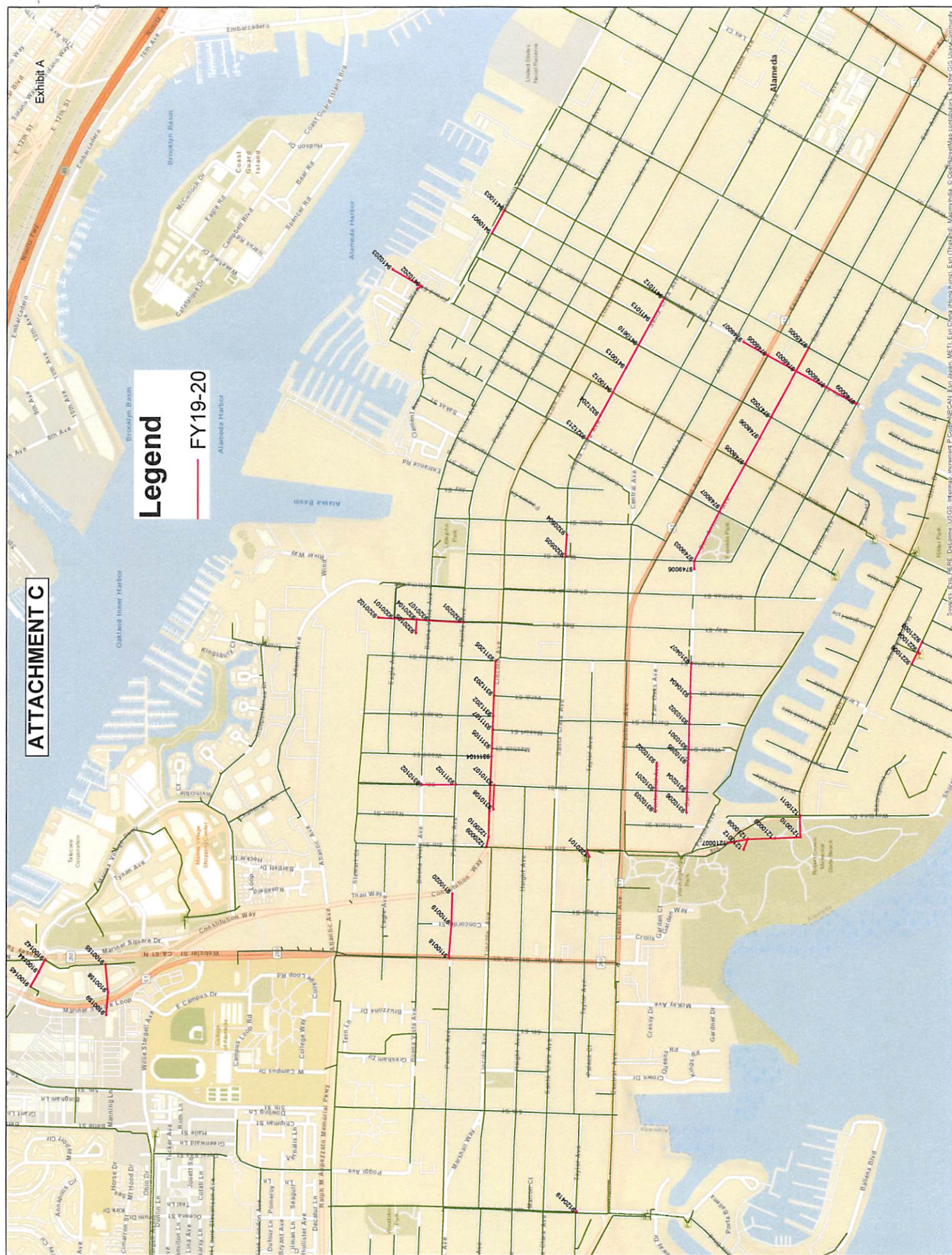
	Senior Engineer	Engineer III	Engineer II	Senior CAD Designer	CAD Tech 1	Technical Typing	Direct Cost	Direct Cost Markup	TOTALS
Rate \$/Hr	\$192	\$182	\$176	\$173	\$124	\$106			
Task 1. Pre-Design Investigation									
Review existing information (Record drawings, etc.)		25	25						
Field and utility investigation									
CCTV Inspection Review		10	10		80				
Utility Investigation (Electronic Location, Potholing)		10	10		20		20,000	2,000	
Field Investigations		40	40		20				
Permit Identification		10	10						
Utility Mapping		20	20		40	10			
Geotechnical investigation for all work locations		10	10				36,000	3,600	
Topographic survey and CAD processing for all work locations			20		10		49,000	4,900	
Hours		125	145		170	10			
Cost		\$22,750	\$25,520		\$21,080	\$1,060	\$105,000	\$10,500	\$185,910
Task 2. Prepare Plans, Review Specifications and Cost Estimate									
Project Design Coordination									
Kickoff Meeting		3	3						
Progress Meetings (5 total)		15	15						
Public Outreach and Coordination, Parks Dept. Coordination		10	10						
Project document management		10	10			20			
Project Plans									
Coordinate all backfill, paving requirements, details per the City of Alameda		20							
Coordinate Caltrans Encroachment Permits		20	20						
Develop and submit 30% plans	10	60	60	40	60				
Develop and submit 60% plans	10	60	60	40	80				
Develop and submit 95% plans	10	60	60		80				
Submit final plans		30	30		40				
Prepare project specifications		20	20			40			
Develop detailed project cost estimate		20	20						
Hours	30	328	308	80	260	60			
Cost	\$5,760	\$59,696	\$54,208	\$13,840	\$32,240	\$6,360			\$172,104
Task 3. Engineering Services During Construction (ESDC)									
Preconstruction meeting		6	3						
Review Contractor's submittals and shop drawings (Assume 25 submittals)		20	40			30			
Field consultations with the City as required (Assume 5 meetings)	8	20	20						
Respond to Contractor RFI's		6	10		20				
Evaluate proposals for modifications to Contract work and prepare change orders	8								
Prepare record drawings for the project		6	10		20				
Hours	16	58	83		40	30			
Cost	\$3,072	\$10,556	\$14,608		\$4,960	\$3,180			\$36,376
TOTAL	\$8,832	\$93,002	\$94,336	\$13,840	\$58,280	\$10,600			\$394,390


David Stier RCE No. 68950

9/6/2018
Date

ATTACHMENT C

Exhibit A





ATTACHMENT A

HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$235.00
Senior Engineer	192.00
Engineer III	182.00
Engineer II	176.00
Engineer I	150.00
Field Representative*	165.00
Assistant Engineer II	118.00
Assistant Engineer I	108.00
Senior Designer	173.00
CAD Drafter II	144.00
CAD Drafter I	124.00
Technical Administrative Support	106.00
Clerical	93.00
LITIGATION SERVICES	
Court Appearance/Deposition	340.00

*Field Representative for construction is a Prevailing Wage category as required by the California Department of Industrial Relations.

REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage will be charged at the IRS approved rate. Nute Engineering reserves the right to adjust its hourly rate structure for all ongoing contracts.

EFFECTIVE DATE: January 1, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2018

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 Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 E-MAIL: nferrick@dealeyrenton.com FAX (A/C, No): 510-452-2193 ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: Sentinel Insurance Co. LTD INSURER C: XL Specialty Insurance Co. INSURER D: American Automobile Ins. Co. INSURER E: INSURER F:
INSURED Nute Engineering, Inc. 907 Mission Avenue San Rafael CA 94901-2910	NAIC # 29424 11000 37885 21849

COVERAGES

CERTIFICATE NUMBER: 843435125

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWAW0530	4/16/2018	4/16/2019	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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UEGTL4607	4/16/2018	4/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	57SBWAW0530	4/16/2018	4/16/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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 N	N/A	SCW0031661801	7/1/2018	7/1/2019	<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
C	Professional Liability			DPR9923932	4/16/2018	4/16/2019	\$2,000,000 per Claim \$2,000,000 Annl Aggr.

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

Re: Cyclic 16 Sewer Rehabilitation Project. The City of Alameda, its City Council, Boards and Commissions, Officers and Employees are included as Additional Insured for General and Automobile Liability. Insurance is primary and a Cross Liability Clause applies per policy form. A Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation.

CITY OF ALAMEDA

Risk Management

CERTIFICATE HOLDER

Lucretia Akil, City Risk Manager

City of Alameda
Public Works Dept.
950 West Mall Square, Room 110
Alameda CA 94501

CANCELLATION 30 Days Notice of 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

[Faint, mostly illegible text covering the majority of the page, likely bleed-through from the reverse side.]

CITY OF ALAMEDA

Risk Management

Lucetta Akl, City Risk Manager
Date: 01-17-18

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation ✓

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

Auto

EXCERPTS FROM CA 0001 (1013)
HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are "insureds"

c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance.

For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.


c. Regardless of the provisions of paragraph a. above, this Coverage Form's Covered Auto Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0312)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

CITY OF ALAMEDA
Risk Management

Date 9-17-18
Lucretia Akil, City Risk Manager

WC

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured Nute Engineering, Inc.

Policy Number SCW0031661801

Producer Dealey, Renton & Associates

Effective Date 07/01/2018

Schedule

Person or Organization

Job Description

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

Additional Premium %

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.

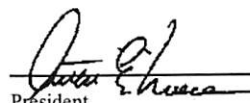
The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

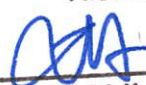


President



WC0403064-84

CITY OF ALAMEDA
Risk Management

 Date 9-17-18
Lucretia Akil, City Risk Manager