

# ORIGINAL

## FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1<sup>st</sup> day of July, 2017, 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"), is made with reference to the following:

### RECITALS:

A. On February 2, 2016, 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 the undersigned parties as follows:

1. Page 1, Item 1, TERM of the Agreement is modified to read as follows:

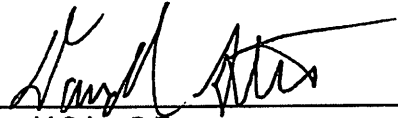
"The term of this First Amendment to Agreement shall commence on the 1<sup>st</sup> day of July 2017, and shall terminate on the 30<sup>th</sup> day of June 2018, unless terminated earlier as set forth herein.


2. 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*

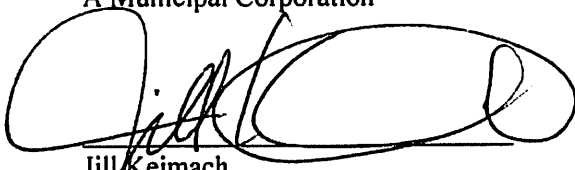
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

NUTE ENGINEERING  
A California Corporation

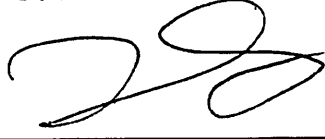
  
\_\_\_\_\_  
David Stier, P.E.  
Partner

  
\_\_\_\_\_  
Mark Wilson, P.E.  
President

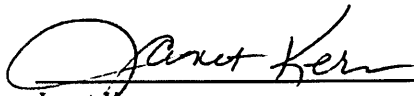
CITY OF ALAMEDA  
A Municipal Corporation

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

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Liam Garland  
Interim Public Works Director

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Janet Kern  
City Attorney

Client#: 297

NUTEENGIN1

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2017

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

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

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

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 INSR	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	57SBWAW0530	04/16/2017	04/16/2018	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 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	57UEGTL4607	04/16/2017	04/16/2018	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 type="checkbox"/> EXCESS LIAB DED RETENTION \$			57SBWAW0530	04/16/2017	04/16/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81033471	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
✓	Professional Liability			DPR9913203	04/16/2017	04/16/2018	\$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)

General Liability Policy excludes claims arising out of the performance of professional services.

RE: Design for Replacement for Park/Otis Force Main and Selected Force Mains for Group 2 &amp; 3 Sewerage Pumping Station Renovations

City of Alameda Public Works Dept is named as Additional Insureds to General and Auto Liability per policy form wording.

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda Public Works Dept.  
Attn: Jeanette Novarro  
950 West Mall Square, Rm 110  
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

Angela Berg

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Insured: Nute Engineering, Inc.  
Insurer: Hartford Casualty Insurance Co.  
Policy Number: 57SBWAW0530 ✓  
Policy Effective Date: 04/16/2017 ✓  
Additional Insured:

RE: Design for Replacement for Park/Otis Force Main and Selected Force Mains for Group 2 & 3 Sewerage Pump Station Renovations City of Alameda Public Works Dept

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## BUSINESS LIABILITY COVERAGE FORM

### C. WHO IS AN INSURED

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below 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 this provision only for that period of time required by the contract, agreement or permit.

#### f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, 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.

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

#### E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

#### E.7.b.(7).(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.

#### E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has 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 the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

CITY OF ALAMEDA  
Risk Management  
Date 6-13-17  
Signature  
Lucrétia AMI, City Risk Manager

**EXCERPTS FROM CA 00001 (1001)**  
**HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** Nute Engineering, Inc.

**Policy Number:** 57UEGTL4607

**Policy Effective Dates:** 04/16/2017

**Additional Insured:**

RE: Design for Replacement for Park/Otis Force Main and Selected Force Mains for Group 2 & 3 Sewerage Pump Station Renovations City of Alameda Public Works Dept

**Additional Insured: SECTION II – LIABILITY COVERAGE**

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 provided by this Coverage Form is excess over any other collectible insurance.

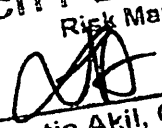
c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

**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 (0302)**  
**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 6-13-17  
Lucretia Akil, City Risk Manager