

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: AMENDMENT

Original CMS # N6RFD
(To be filled in by department)

Amendment CMS # TRE68
(To be filled in by department)

Contract # 10217 B
(As originally issued by Auditor)

CONTRACTOR NAME: Transystems Corporation

Subject of Contract: South Cove Parking Lot and Restroom Project

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
3 Original Contracts (Department, Vital Record and Vendor) in folders				
*The Vital Record contract MUST be in a folder.				
*Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Federally Funded Project Requirement ONLY: Debarment status printout (\$25,000 and above)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution # <u>67,858-N.S.</u>		<input checked="" type="checkbox"/>		<input type="checkbox"/>

3/14/17

Berkeley Business License # BL-042483

Requisition # 20180 (Hard copy attached)

Purchase Order # 108888

Budget Code 421-5950-450.3035-12WF01

Council Approved Amount \$ 167,871

Was there any advance payment? No Yes **If Yes, Advanced Amount \$** _____

If Yes, Purchase Order # _____

Original contract amount	\$ <u>75,955</u>
Amount/s added by previous amendment/s (if applicable)	\$ <u>29,016</u>
Amount added by this amendment	\$ <u>63,000</u>
Total/cumulative contract amount after amendment	\$ <u>167,971</u>
Contingency	\$ <u>0</u>
TOTAL NOT TO EXCEED AMOUNT	\$ <u>167,971</u>

RECEIVED
MAY 05 2017
CITY AUDITOR

Routing and signatures:

All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

1. <u>Roger Miller</u> (PRINT NAME) <u>PRW</u> Department	<u>981-6704</u> Phone No.	<u>4-11-2017</u> Date
2. <u>[Signature]</u> Department Administrative Officer/Accounting	<u>4/17/17</u> Date	
3. <u>[Signature]</u> Department Head	<u>4/17/17</u> Date	
4. <u>[Signature]</u> Contract Administrator	<u>4/20/17</u> Date	
5. <u>[Signature]</u> Budget Manager	<u>4/26/17</u> Date	

EXECUTED
MAY 04 2017

Routing continues to the following persons, who sign directly on the contract:

- 6. **City Manager** (Will not sign unless all signatures and dates appear above)
- 7. **City Auditor** [Initial] (Initial [Signature])
- 8. **City Clerk:** CMS Login _____ Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418>

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: AMENDMENT

City of Berkeley Contract Amendment Data Transmittal

(To be completed by Project Manager)

Transystems Corporation
Contractor
2000 Center Street, Suite 303
Address
Berkeley, CA 94704
City/State/Zip

Amended Contract Number: 10217B

Contract Amendment Authority

- Resolution # 67,858-N.S. Original Resolution # 66,931-N.S.
- Ordinance # _____ (if appropriate)
- City Manager Authorization _____

Description of Amendment/s

- Change of Services/Scope: Revisions to plans for bid process; soils testing
- Change of Dollars: Original Amount: \$75,955 Amended Not to Exceed Amount: \$167,971

Change of Contract Term

Change as of This Amendment or Extension:

From: 2/15/2016 To: 6/21/2018

Change as of Prior Amendment (if any):

From: _____ To: _____

Original Term: From: 2/15/2016 To: 2/7/2017

Evidence of Insurance for Contract Amendment

Insurance	Waiver	Amount	Expiration Date	TICKLER DATE <i>(City Clerk)</i>
Professional Liability	<input type="checkbox"/>	<u>\$ 1,000,000</u>	<u>10/01/17</u>	_____
General Liability	<input type="checkbox"/>	<u>\$ 1,000,000</u>	<u>10/01/17</u>	_____
Automobile	<input type="checkbox"/>	<u>\$ 1,000,000</u>	<u>10/01/17</u>	_____
Workers Comp.	<input type="checkbox"/>	<u>\$ 1,000,000</u>	<u>10/01/17</u>	_____
Bond	<input type="checkbox"/>	<u>\$ _____</u>	_____	_____

AMENDMENT TO CONTRACT

THIS CONTRACT AMENDMENT is entered into April 11, 2017, between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and TranSystems Corporation ("Contractor") a California Corporation, doing business at 2000 Center St, Suite 303, Berkeley, CA 94704.

WHEREAS, City and Contractor previously entered into Contract Number 10217 dated, February 15, 2016, for a not to exceed amount of \$75,955, which Contract was authorized by the Berkeley City Council by Resolution No. 66,931-N.S.; and

WHEREAS, on May 31, 2016, by Resolution No. 67,510-N.S., the Berkeley City Council authorized amendment of said contract to add \$29,016 for a total contract amount not to exceed \$104,971; and

WHEREAS, on March 14, 2017, by Resolution No. 67,858-N.S., the Berkeley City Council authorized amendment of said contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Section 3 is amended to include the additional services described in Exhibit A of this amendment.
2. Section 4 is amended to read as follows:

COMPENSATION

For services referred to in Section 3 as amended, City will pay Contractor an additional amount not to exceed \$ 63,000, for a total contract amount not to exceed \$167,971. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract.

3. Section 2 is amended to read as follows;

TERM

a. This Contract shall begin on February 15, 2016, and end on June 21, 2018. The City Manager of the City may extend the term of this contract by giving written notice.

In all other respects, the contract dated February 15, 2016 shall remain in full force and effect.

ORIGINAL

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written on the first paragraph of this Contract.

CITY OF BERKELEY

By *D. Williams Bradley*
City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR
THE CITY OF BERKELEY
5/09

Registered by:

B. Z...
Deputy City Auditor

Attest:

Rose Shause
Deputy City Clerk

CONTRACTOR

Name (Printed) MARIAN L. RUIZ

By *Marian Ruiz* VP
Signature and Title

AMENDMENT TO CONTRACT

THIS CONTRACT AMENDMENT is entered into April 11, 2017, between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and TranSystems Corporation ("Contractor") a California Corporation, doing business at 2000 Center St, Suite 303, Berkeley, CA 94704.

WHEREAS, City and Contractor previously entered into Contract Number 10217 dated, February 15, 2016, which Contract was authorized by the Berkeley City Council by Resolution No. 66,931- N.S.; and

WHEREAS, on March 14, 2017, by Resolution No. 67,858-N.S., the Berkeley City Council authorized amendment of said contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Section 3 is amended to include the additional services described in Exhibit A of this amendment.
2. Section 4 is amended to read as follows:

COMPENSATION

For services referred to in Section 3 as amended, City will pay Contractor an additional amount not to exceed \$ 63,000, for a total contract amount not to exceed \$167,971. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract.

3. Section 2 is amended to read as follows;

TERM

a. This Contract shall begin on ~~April 11, 2017~~ and end on June 21, 2018. The City Manager of the City may extend the term of this contract by giving written notice.

In all other respects, the contract dated February 15, 2016 shall remain in full force and effect.

Exhibit A
Scope of Services
2nd Amendment ("10217B") to Contract No. 10217

Tasks for 2nd Amendment ("10217B")		Subtotal	Total
1a	Revisions to PS&E (TranSystems) (civil)	\$9,482	
1b	Revisions to PS&E (DTN Engineers (electrical)	\$13,428	
1c	Revisions to PS&E (PlaceWorks) (landscaping)	\$4,888	\$27,798
2a	Characterization of Site Soils (Ninyo & Moore)	\$16,480	
2b	Environmental observation-earthwork (Ninyo & Moore)	\$0	\$16,480
3	Design coordination (Transystems)	\$3,770	\$3,770
4	Subgrade Stabilization Design	\$14,952	\$14,952
5	Construction support services (2nd bidding) (Transystems)	\$0	
6	Contract amendment Total		\$63,000

Exhibit B

Payment

1. General

City shall pay Consultant on a lump sum basis for each Task described in **Exhibit A**, which includes reimbursable expenses, except for Permitting Assistance work as directed by the City, which shall be based on time and materials using the TranSystems, Inc. Schedule of Hourly Rates for 2016 – Oakland in the table below. The total compensation for the basic services noted in Exhibit A – Scope of Services, including Permitting Assistance, shall not exceed \$63,000, which includes reimbursable expenses, with no guaranteed minimum, for a new total contract amount of \$167,971. Should the City determine a need for additional consultant services, Consultant may provide proposals for City consideration of a contract amendment using the Schedule of Hourly Rates for 2016 – Oakland.

2. Billing

Consultant shall submit invoices not more frequently than once per month. Invoices shall indicate the amount being billed as a percentage of completion for each Task. Hourly rates shall not be amended for at least one year from the date of the original contract. At each anniversary of the contract, Consultant may request adjustment in the hourly rates, but that adjustment shall not exceed the increase in the Bay Area CPI over the same period. The City must approve hourly rate adjustments before they can take effect.

TranSystems Corporation
Schedule of Hourly Rates for 2016
OAKLAND

Classification	Rate
Administrative I	\$85
Administrative II	\$95
Administrative Manager I	\$140
Analyst III	\$180
Analyst IV	\$240
Architect I	\$120
Architect III	\$185
Civil Engineer I	\$115
Civil Engineer II	\$165
Civil Engineer III	\$237
Civil Engineer IV	\$260
Civil Engineer V	\$361
Industry Specialist IV	\$255
Inspector II	\$125
Inspector III	\$146
Inspector V	\$219
Marketing Administrator III	\$130
Planner I	\$100
Planner II	\$130
Planner III	\$150
Planner IV	\$300
Principal/Architect V	\$350
Structural Engineer II	\$155
Structural Engineer III	\$205
Structural Engineer IV	\$258
Technician I	\$70
Technician II	\$100
Technician IV	\$175

* Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost, and shall be included in lump sum per Task.

* Vehicle mileage to be paid at the current IRS rate per mile and included in lump sum per Task.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY)

9/29/2016

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).

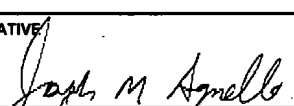
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 4723 TRANSYSTEMS CORPORATION 505 14TH STREET, SUITE 1000 OAKLAND CA 94612	INSURER A : Zurich American Insurance Company NAIC # 16535	
	INSURER B : Westchester Fire Insurance Company 10030	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 11809635 **REVISION NUMBER:** XXXXXXXX

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"/> SEVERABILITY <input checked="" type="checkbox"/> CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO3707153	10/1/2016	10/1/2017	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP3707150	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	G27512987003	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
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	N/A	WC3707154	10/1/2016	10/1/2017	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: SOUTH COVE PUBLIC DOCK AND PARKING LOT RENOVATION PROJECT. CITY OF BERKELEY, AND ITS DIRECTORS, OFFICERS, PARTNERS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, SUBCONSULTANTS AND AGENTS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO THE ADDITIONAL INSURED WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 11809635 CITY OF BERKELEY PARKS RECREATION & WATERFRONT DEPARTMENT 1947 CENTER STREET, 4TH FLOOR BERKELEY CA 94704	CANCELLATION See Attachments 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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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TranSystems Corporation

Endorsement Effective Date: 10/01/2016

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY BASIS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXECUTED PRIOR TO LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form

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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement except where such contract or agreement is prohibited by law.	
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" or "personal and 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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 after:

1. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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 PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
--	---

Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement where such contract or agreement is prohibited by law.

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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY
AGAINST OTHERS TO US (WAIVER OF
SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS
COVERAGE FORM
BUSINESS AUTO
COVERAGE FORM
MOTOR CARRIER
COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: See Attached Certificate

Endorsement Effective Date: See Attached Certificate

SCHEDULE

Name(s) Of Person(s) Or Organization(s): All persons and/or organizations that are required by written contract or agreement with the insured, that waiver of subrogation be provided under this policy.

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

**The Transfer Of Rights Of
Recovery Against Others To Us**
condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY)

9/29/2016

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company	NAIC # 20443
INSURED 7979 TRANSYSTEMS CORPORATION 505 14TH STREET, SUITE 1000 OAKLAND CA 94612	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

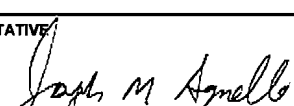
COVERAGES **CERTIFICATE NUMBER:** 11809637 **REVISION NUMBER:** XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH591904307	10/1/2016	10/1/2017	\$1,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: SOUTH COVE PUBLIC DOCK AND PARKING LOT RENOVATION PROJECT.

CERTIFICATE HOLDER**CANCELLATION**

11809637 CITY OF BERKELEY PARKS RECREATION & WATERFRONT DEPARTMENT 1947 CENTER STREET, 4TH FLOOR BERKELEY CA 94704	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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TranSystems Corporation

2000 Center Street
Suite 303
Berkeley, CA 94704
Tel 510-835-2761

www.transystems.com

April 19, 2017

Dear City of Berkeley,

TranSystems will notify the City of Berkeley's Contract Administrator and Project Manager if insurance has been cancelled, terminated or otherwise modified from the terms and conditions of said policies. TranSystems will give written notice within thirty (30) days of giving or receiving notice or material alteration, cancellation, non-renewal, or expiration of coverage contained in such policy or such certificate of insurance to the City's Contract Administrator.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerome de Verrier", with a long horizontal flourish extending to the right.

Jerome de Verrier
Project Manager
TranSystems

RESOLUTION NO. 67,858-N.S

AMENDING CONTRACT NO. 10217: TRANSYSTEMS, INC. FOR SOUTH COVE
PARKING LOT AND RESTROOM PROJECT

WHEREAS, on July 10, 2012, after staff conducted a competitive process for design and construction observation services for the South Cove Improvement Project at the Berkeley Marina (Spec No. 12-10652-C), Council authorized Contract No. 9076 with TranSystems, Inc. in the amount of \$139,625 (Resolution No. 65,809-N.S.) using grant funding from the California Department of Boating and Waterways. The scope of the contract included design services, permit consultation, and construction support services during the construction phase; and

WHEREAS, on September 10, 2013, Council authorized an amendment to Contract No. 9076 to add an additional \$43,260 to upgrade the design of the new restroom and associated utilities and storm drainage system for a new total not to exceed \$182,625 (Resolution No. 66,300-N.S.); and

WHEREAS, on February 24, 2015, Council authorized funding for final design services and construction support services to Transystems during the construction phase of the project in an amount not to exceed \$75,955 for a new total not to exceed \$258,580 (Resolution No. 66,931-N.S.). For administrative purposes, the contract number was changed to 10217; and

WHEREAS, on May 31, 2016, Council authorized funding for additional design services and construction support services needed as the result of on permit review comments to Transystems, adding \$29,016 for the South Cove Parking Lot and Restroom Project for a total contract amount not to exceed \$287,596 (Resolution No. 67,510); and

WHEREAS, funds for this amendment in the amount of \$63,000 for a total contract amount not to exceed \$350,596 are available from the National Fish and Wildlife Foundation Cosco Busan grant budget code 421-5950-450.30.35-12WF01. These funds will be appropriated as part of the second amendment to the FY 2017 Annual Appropriations Ordinance. CMS No. TRE68.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is hereby authorized to execute a contract amendment for Contract No. 10217 with TranSystems, Inc. adding \$63,000 for design revisions and construction support services for the South Cove Parking Lot and Restroom Project and the Accessible Gangway Project for a total contract amount not to exceed \$350,596. A record signature copy of said agreements and any amendments to be on file in the Office of the City Clerk.

RECEIVED

MAY 09 2017

CITY OF BERKELEY
CITY CLERK DEPARTMENT

The foregoing Resolution was adopted by the Berkeley City Council on March 14, 2017 by the following vote:

Ayes: Bartlett, Davila, Droste, Hahn, Maio, Wengraf, Worthington and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest:



Mark Numainville, City Clerk