

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 1st day of July, 2014, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") RMC WATER AND ENVIRONMENT, a California corporation whose address is 2001 NORTH MAIN STREET, SUITE 400, WALNUT CREEK, CALIFORNIA 94596, (hereinafter "Consultant"), is made with reference to the following:

RECITALS:

- A. On September 23, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") in the amount of 29,430.
- B. City and Consultant desire to modify the Agreement to extend the term and amend the scope of services on the terms and conditions set forth herein.

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

1. Page 1, Item No. 1, TERM, Paragraph 1 of the Agreement is modified to add the following:

"The term of this First Amendment to Agreement shall commence on the 1st day of July, 2014, and shall terminate on the 30th day of June, 2015, unless terminated earlier as set forth herein."

2. Page 1, Item 2, SERVICES TO BE PERFORMED, of the Agreement is modified to add the following:

"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 A1 as requested. The Consultant acknowledges that the work plan included in Exhibit A1 is tentative and does not commit the City to perform all tasks included therein."

3. Page 1, Item 3, COMPENSATION TO CONSULTANT, Paragraph 2 and 3 of the Agreement is modified to read as follows:


"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 are to be according to the fee schedule in Exhibit "A1" 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 "A1" schedule."

Compensation for this First Amendment to agreement is \$43,580.


4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

RMC WATER AND ENVIRONMENT
A California Corporation

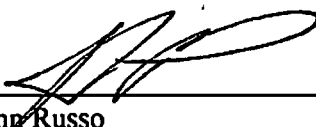


Gisa M. Ju, P.E.
Vice President



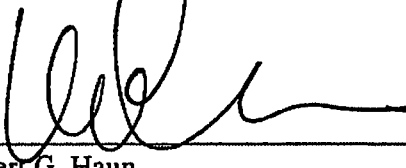
Stephen Clary
Secretary

CITY OF ALAMEDA
A Municipal Corporation



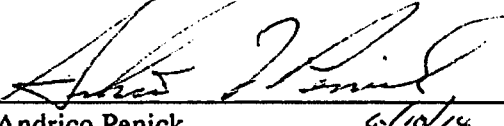
John Russo
City Manager

RECOMMENDED FOR APPROVAL:



Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney



Andrico Penick
Assistant City Attorney

ADDITIONAL SCOPE OF SERVICES**CITY OF ALAMEDA
AS-NEEDED SUPPORT FOR SEWER SYSTEM CONSENT DECREE
IMPLEMENTATION**

This exhibit describes the Consultant's Additional Scope of Services for provided as-needed engineering services for supporting the City in the implementation of its Consent Decree with the U.S. EPA and related tasks. The work included in the Additional Scope of Services is described below. Services may include the following:

Flow Monitoring and Hydraulic Modeling Support

- Support for implementation of a flow monitoring program, including selection of potential monitoring locations, durations, and contractor requirements.
- Update of hydraulic model and hydraulic model simulations (other than developer requests)
- Preparing information as requested by EBMUD for Flow Model Calibration Plan Preparation and Implementation

GIS and Data Management Support

- Updates to GIS mapping and data to incorporate new or corrected information.
- Assistance with cleaning and inspection data management.

Consent Decree Reporting and Plan Update Support

- Review and/or assistance in updating or preparing documents, including Asset Management Implementation Plan, Annual Reports, and other plans or reports as required by Consent Decree.
- Assistance with developing/updating plans and schedules for sewer cleaning and inspection programs.
- Review of EBMUD's Regional Technical Support Program plans and findings.

Project Management and Coordination

- Meetings and coordination with City staff.
- Project administration; preparation of monthly progress reports and invoices.

An estimated budget is provided for each of the above tasks as shown in Attachment A. However, only work specifically requested and authorized by the City will be conducted, up to the maximum budget shown in Attachment A.



Attachment A - Fee Estimate

City of Alameda

As-Needed Support for Sewer System Consent Decree Implementation

Tasks	Labor			ODCs		Total	
	Project Manager	Staff Engineer	Project Admin.	Total Hours	Total Labor Costs ⁽¹⁾	ODCs ⁽²⁾	Total Fee
Flow Monitoring and Hydraulic Modeling Support							
Flow monitoring program support	16	16		32	\$7,520		\$7,520
Hydraulic model updates	8	40		48	\$9,968		\$9,968
Provide information for EBMUD	8		2	10	\$2,406		\$2,406
Subtotal Task 1:	32	56	2	90	\$19,894	\$0	\$19,894
GIS and Data Management Support							
GIS updates	8	8		16	\$3,760		\$3,760
Cleaning and inspection data management support	8	16		24	\$5,312		\$5,312
Subtotal Task 2:	16	24	0	40	\$9,072	\$0	\$9,072
Consent Decree Reporting and Plan Update Support							
Review/update of Consent Decree plans and reports	16			16	\$4,416		\$4,416
Update plans/schedule for sewer cleaning & inspection	4	8		12	\$2,656		\$2,656
Review EBMUD RTSP plan and findings	8			8	\$2,208		\$2,208
Subtotal Task 3:	28	8	0	36	\$9,280	\$0	\$9,280
Project Management and Coordination							
Meetings	8	4		12	\$2,984	\$100	\$3,084
Project administration	6		6	12	\$2,250		\$2,250
Subtotal Task 4:	14	4	6	24	\$5,234	\$100	\$5,334
TOTAL	90	92	8	190	\$43,480	\$100	\$43,580

1. The individual hourly rates include salary, overhead and profit. RMC reserves the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts.

2. Other Direct Costs (ODCs) include project-specific costs such as outside reproduction, overnight delivery, mileage, and travel expenses; includes 10% markup.

DATE (MM/DD/YY)
10/14/2013

Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 David C. Eckman


THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

RMC Water and Environment
2001 N. Main Street, Suite 400
Walnut Creek, CA 94596

INSURER A:	Travelers Indemnity Co. of Conn
INSURER B:	Travelers Property Casualty Co
INSURER C:	ACE American Insurance Company
INSURER D:	
INSURER E:	

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <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	6805427L498	10/14/13	10/14/14	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ACV 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA5427L23A <div style="text-align: center;"> CITY OF ALAMEDA Risk Management  Date <u>6-3-14</u> Lucretia Akil, City Risk Manager </div>	10/14/13	10/14/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP7371Y987	10/14/13	10/14/14	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB3916T448	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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	OTHER Professional & Contractor's Pollution Liab.	EONG21657372010	10/14/13	10/14/14	\$2,000,000 per Claim \$2,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of Professional Services.

REF: Alameda Sewer O&M Agreement. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: The City of Alameda, its City Council, boards and commissions, officers & employees. Primary Insurance and severability of interests apply per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers' Compensation.

CERTIFICATE HOLDER

ADDITIONAL INSURED:INSURER LETTER:

CANCELLATION

**City of Alameda
City Hall West
Attn: Barbara Hawkins
950 West Mall Square, Room 110
Alameda, CA 94501-7558**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~FORFEIT~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT NO LATER THAN 30 DAYS BEFORE THE EXPIRATION DATE OF THE POLICY.~~
~~IF THE POLICY IS CANCELLED BEFORE THE EXPIRATION DATE, THE INSURER SHALL NOT BE RESPONSIBLE FOR THE RETURN OF THE PREMIUM.~~
AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 6805427L498

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/14/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Alameda
City Hall West
Attn: Barbara Hawkins
950 West Mall Square, Room 110

PROJECT/LOCATION OF COVERED OPERATIONS:

REF: Alameda Sewer O&M Agreement. GENERAL LIABILITY ADDITIONAL INSURED: The City of Alameda, its City Council, boards and commissions, officers & employees.

PROVISIONS

A The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

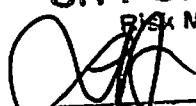
- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under

CITY OF ALAMEDA
Risk Management

Date 6-3-14
Lucretia Akil, City Risk Manager

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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" 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.

Endorsement effective 10/14/13	
Named Insured RMC Water and Environment	Countersigned by <i>Michele C.</i> (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

REF: Alameda Sewer O&M Agreement. GENERAL LIABILITY ADDITIONAL INSURED: The City of Alameda, its City Council, boards and commissions, officers & employees.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CITY OF ALAMEDA
Risk Management
[Signature]
Date 6-3-14
Lucretia Akil, City Risk Manager

Insured: RMC Water and Environment

Policy Number: UB3916T448

Effective Date: 07/01/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

Person or Organization

Job Description


City of Alameda

REF: Alameda Sewer O&M Agreement. The City of Alameda, its City Council, boards and commissions, officers & employees.

City Hall West

Attn: Barbara Hawkins

950 West Mall Square, Room 110

CITY OF ALAMEDA
Risk Management

Date 6-3-14
Lucretia Akil, City Risk Manager

Countersigned by



Authorized Representative