

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment of the Agreement, entered into this ____ day of September, 2016, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **RMC WATER AND ENVIRONMENT**, a California corporation whose address is **2175 NORTH CALIFORNIA BOULEVARD, SUITE 315, 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. On July 1, 2014, a first amendment to agreement was entered into by and between City and Consultant (hereinafter "First Amendment to Agreement") in the amount of \$43,580.
- C. On July 1, 2015, a second amendment to agreement was entered into by and between City and Consultant (hereinafter "Second Amendment to Agreement") to extend the term.
- D. On July 1, 2016, a third amendment to agreement was entered into by and between City and Consultant (hereinafter "Third Amendment to Agreement") to extend the term.
- E. City and Consultant desire to modify the Agreement for additional scope of services for FOG Control Program Assistance and compensation, on the conditions set forth herein.

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

- 1. Page 1, Item No. 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 A2 as requested. The Consultant acknowledges that the work plan included in Exhibit A2 is tentative and does not commit the City to perform all tasks included therein."

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

"Consultant shall be compensated for services performed pursuant to this Fourth Amendment to Agreement in the amount set forth in Exhibit A2 which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the Sewer Fund (602)."

ORIGINAL

THE UNIVERSITY OF CHICAGO

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DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
5408 S. UNIVERSITY AVE.
CHICAGO, ILL. 60637

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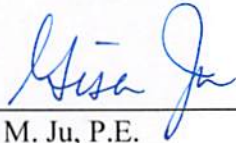
“Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A2 unless mutually agreed upon in writing. Extra work must be approved to in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit A2 schedule.”

**“Compensation for this Fourth Amendment to Agreement shall not exceed \$25,032.”
The total compensation for this Agreement is \$98,042.**

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

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

RMC WATER AND ENVIRONMENT
A California Corporation

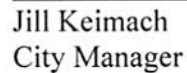


Gisa M. Ju, P.E.
Vice President



Stephen Clary
Secretary

CITY OF ALAMEDA
A Municipal Corporation



Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL:



Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney



Janet Kern
City Attorney

ADDITIONAL SCOPE OF SERVICES
CITY OF ALAMEDA
FOG CONTROL PROGRAM ASSISTANCE

This exhibit describes the Consultant's proposed scope of services to assist with revisions to the City of Alameda's fats, oils, and grease (FOG) control program. The FOG program is a requirement of the City's Sewer System Management Plan (SSMP). This work will be done as a new task (Task 5) under an amendment to the Consultant's original contract for preparing the City's SSMP Update.

BACKGROUND

The East Bay Municipal Utilities District (EBMUD) provides the City, through a Joint Powers Agreement, services related to FOG hot spot investigations, food service establishment (FSE) and grease interceptor inspections, and public outreach and education. EBMUD previously issued FOG discharge permits but no longer provides this service for the EBMUD Satellite agencies. The City also addresses FOG hot spots on a preventive basis through focused cleaning of sewer segments with historical FOG issues, including those in business districts with food service establishments.

SCOPE OF WORK

The following task comprises the Consultant's proposed scope of work for this effort. The task description also includes a list of anticipated deliverables. All draft deliverables will be provided electronically unless indicated otherwise. The City's comments on draft deliverables will be incorporated into the final deliverables.

Task 5 – FOG Control Program Assistance

Subtask 5.1: Ordinance Review

The Consultant will review the sections of the City's current municipal code that are related to FOG control for consistency with the requirements of EBMUD and the other EBMUD Satellites in order to assess the legal basis for the City's implementation of FOG control mandates and suggest modifications to ordinance language to allow the City to implement its FOG control program. (Note: This task does not include legal review of ordinance language; it is assumed that any suggested ordinance language modifications made by the Consultant would be reviewed by City legal staff.)

Subtask 5.2: Program Implementation Review/Evaluation

The Consultant will investigate examples of FOG program implementation by the other EBMUD Satellites as well the FOG programs for up to two other nearby agencies. This effort will include reviewing their approaches for addressing FOG control, such as triggers for needing grease removal devices, types of applicable devices (particularly for flat areas similar to Alameda), grease trap sizes and inspection frequency.

Subtask 5.3: Preparation of Technical Memorandum (TM)

The Consultant will prepare and transmit a draft TM for City staff review. The TM will contain a summary of the ordinance review and recommended ordinance language modifications (subtask 5.1), a summary of the results of the program investigation (subtask 5.2), and recommendations for improvements to the City's FOG control program. Following submittal of the draft TM to the City, the

FOG Control Program Assistance Scope of Services

Consultant will participate in a meeting or teleconference with City staff to review the findings of the TM and receive feedback on the draft TM. The Consultant will then prepare a final TM.

Subtask 5.4: Project Management and Coordination

The consultant's project manager will monitor progress over the duration of the project and will provide monthly progress reports to the City with project invoicing. This task also includes up to one additional meeting or teleconference during the course of the study. Internal quality assurance/quality control (QA/QC) reviews of the draft and final documents are included in the subtasks above.

Deliverables: Draft FOG Control Program Investigation TM; Final FOG Control Program Investigation TM; progress reports with project invoicing



Attachment A - Fee Estimate

City of Alameda
Sewer System Management Plan Update
FOG Program Assistance

Tasks	Labor				Total Hours	Total Labor Costs ⁽¹⁾	ODCs	Total
	Dave Richardson	Gisa Ju	Jennie Pang				ODCs ⁽²⁾	Total Fee
	QA/QC Review	Project Manager	Project Engineer	Project Admin.				
Task 5 FOG Program Assistance								
5.1 Ordinance Review	1	4	10		15	\$3,259		\$3,259
5.2 Program Implementation Review/Evaluation	1	8	48		57	\$11,203		\$11,203
5.3 Preparation of Technical Memorandum	2	8	32		42	\$8,654	\$50	\$8,704
5.4 Project Management and Coordination		4	2	3	9	\$1,866	\$0	\$1,866
Subtotal Task 5:	4	24	92	3	123	\$24,982	\$50	\$25,032
TOTAL	4	24	92	3	123	\$24,982	\$50	\$25,032

1. Based on RMC's standard hourly rate schedule. RMC reserves the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts. RMC will provide advance notice of any rate changes affecting current contracts.

2 Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost plus 10%.