

# ORIGINAL

## FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment of the Agreement, entered into this 4th day of August, 2015, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **SCHAAF AND WHEELER**, a California corporation, whose address is **870 MARKET STREET, SUITE 1278, SAN FRANCISCO, CALIFORNIA 94102-2906** (hereinafter referred to as "Consultant"), is made with reference to the following:

### RECITALS:

A. On February 9, 2011, an agreement was entered into by and between City and Consultant (hereinafter "Agreement"). Original Contract amount is \$93,373.00, awarded on the February 15, 2011 City Council Meeting.

B. On July 1, 2011, a first amendment to agreement was entered into by and between City and Consultant (hereinafter "First Amendment to Agreement") to extend the term.

C. On July 1, 2012, 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, 2013, a third amendment to agreement was entered into by and between City and Consultant (hereinafter "Third Amendment to Agreement") to extend the term.

E. On July 1, 2014, a fourth amendment to agreement was entered into by and between City and Consultant (hereinafter "Fourth Amendment to Agreement") to extend the term.

F. City and Contractor desire to modify the Agreement to extend the term and contract amount for Construction Support Services for the Group 2 Sewerage Pump Station Renovations for Reliability and Safety Improvements 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 Fifth Amendment to Agreement shall commence on the 1st day of July, 2015, and shall terminate on the 30th day of June, 2016, 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 shall perform each requested service set forth in the list of services detailed in Exhibit "A2", as directed by the City, which is attached hereto and incorporated herein by this reference. The consultant acknowledges that the work plan included in Exhibit “A2” is tentative and does not commit the City to perform all task included therein.”

3. Page 2, Item No. 3, COMPENSATION TO CONTRACTOR, Paragraph 1, 2 and 3 of the Agreement is modified to add the following:

“Consultant shall be compensated for services performed pursuant to this 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.”

“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.”

“Total compensation for identified work scope is \$50,247.

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.

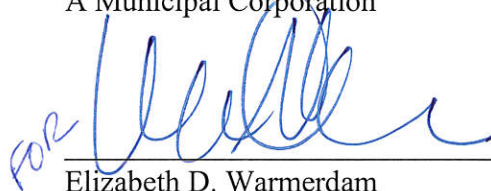
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

SCHAFF AND WHEELER  
A California Corporation

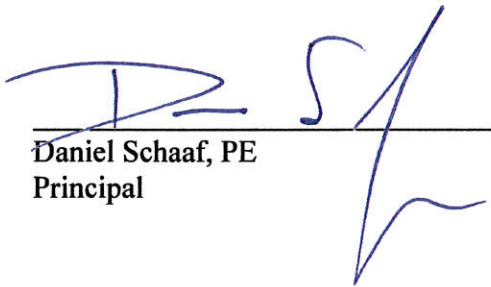


Chuck Anderson  
President

CITY OF ALAMEDA  
A Municipal Corporation



Elizabeth D. Warmerdam  
Interim City Manager



Daniel Schaaf, PE  
Principal

RECOMMENDED FOR APPROVAL:



Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:  
City Attorney



Andrico Penick  
Assistant City Attorney

**City of Alameda, California**

**Proposal for:  
Bid and Construction Support Services  
for the  
Group 2 Sewerage Pump Station Renovations for Reliability  
and Safety Improvements**

Schaaf & Wheeler is currently preparing construction documents for the Group 2 Sewerage Pump Station Renovations for Reliability and Safety Improvements. The Group 2 project includes improvements to 6 pump stations. This proposal is to provide bid and construction support services for the Group 2 pump station improvement projects constructed under one construction contract.

This proposal assumes the following:

1. The construction support services will be completed for all projects by the end of 2016. If construction support services are needed past 2016, additional budget may be needed to reflect current billing rates.
2. The Marina Village and Cola Ballena Pump Stations will be excluded from the construction contract as directed by the City.
3. The cost for each task is an estimate; some tasks may require additional effort, some less.

Schaaf & Wheeler will provide the following scope of services on a time and materials basis for a not-to-exceed amount of \$50,247. The attached table details the estimated fee for each specific task; some tasks may require more effort than estimated, some less.

**Scope of Services:**

**BID AND CONSTRUCTION SUPPORT**

- a. Attend Pre-Bid Meeting and Pump Station Site Visit with Contractors.
- b. Bid Support Services – Respond to inquiries submitted to the City during the bid process.
- c. Prepare Addendum – Prepare addendum to construction documents as necessary during the bid process.
- d. Attend Pre-Construction Meeting and Site Visits with Contractor (assumes one site visit).
- e. Issue letters of clarification and contract addenda as required.
- f. Issue supplemental project drawings as necessary.
- g. Review contractor Submittals
- h. Respond to City or Contractor initiated Requests for Information (RFIs).

- i. Assist the City with requested Contract Change Orders (CCOs).
- j. Visit the project site during construction at City request (assumes up to 3 site visits).
- k. Perform final inspection of the pump stations and prepare a punch list of items to be corrected by the Contractor (assumes 2 separate site visits).
- l. Prepare and submit record drawings based on information kept by the contractor. This scope includes one full size set (24"x36") of plans on velum, and an electronic copy in PDF format. Additional hard copies can be provided for an additional cost.



**City of Alameda**  
**Bid and Construction Support Services Fee Estimate**  
**Group 2 Sewerage Pump Station Renovations for Reliability and Safety Improvements**  
**March 2, 2015**

TASK NO.	TASK ITEMS DESCRIPTION	PROJ MAN \$ 220	SENIOR ENG \$ 195	ASSOC ENG \$ 175	DESIGNER \$ 135	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	MATERIALS COSTS \$	ELECTRICAL MTH	STRUCTURAL FINN	@ 1.05 SUBTOTAL MAT/SUBS	TOTAL COSTS \$
1	Group 2 Pump Station - Bid and Construction Support											
a	Attend Pre Bid Meeting & Site Visit		8			8	\$1,560				\$0	\$1,560
b	Respond to Inquiries During Bid Process		4	4		8	\$1,480		\$1,000		\$1,050	\$2,530
c	Addendum to Construction Documents as Necessary		4	16		20	\$3,580		\$1,000		\$1,050	\$4,630
d	Attend Pre Construction Meeting & Site Visits		8			8	\$1,560				\$0	\$1,560
e	Letters of Clarification and Contract Addenda		4			12	\$2,180		\$1,000		\$1,050	\$3,230
f	Supplemental Project Drawings as Necessary		4	8		12	\$2,180		\$1,000	\$500	\$1,575	\$3,755
g	Review contractor Submittals	2	8	32		42	\$7,600		\$5,000	\$1,000	\$6,300	\$13,900
h	Responding to Requests for Information (RFIs)	2	4	8		14	\$2,620		\$1,000	\$500	\$1,575	\$4,195
i	Assisting the City with Contract Change Orders		8			8	\$1,560				\$0	\$1,560
j	Construction Site Visits		16			16	\$3,120				\$0	\$3,120
k	Final Inspection and Punch List (includes one site visit per station with a total of 2 visits to Alameda)		20			20	\$3,900				\$0	\$3,900
l	Prepare Record Drawings		2	8	16	26	\$3,950	\$300	\$1,445	\$500	\$2,357	\$6,307
	CONST. SUPPORT TOTAL FOR GROUP 2	4	90	84	16	194	\$35,290	\$300	\$11,445	\$2,500	\$14,957	\$50,247



SCHA&amp;WH-01

COSTAM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2015

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588	CONTACT NAME: Cassandra Biglow	
	PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No): (925) 416-7869	
	E-MAIL ADDRESS: Cassandra.Biglow@ioausa.com	
INSURED  Schaaf & Wheeler, Consulting Civil Engineers 1313 Homestead Road, Suite 255 Santa Clara, CA 95050	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: RLI Insurance Company	13056
	INSURER B:	
	INSURER C:	
	INSURER D:	
	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 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:			PSB0001578	06/01/2015	06/01/2016	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 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			PSB0001578	06/01/2015	06/01/2016	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001370	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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	PSW0001278	12/11/2014	12/11/2015	<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
A	Professional Liab.			RDP0020502	06/06/2015	06/06/2016	Per Claim 3,000,000
A	Professional Liab.			RDP0020502	06/06/2015	06/06/2016	Aggregate 3,000,000

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

All operations of the Named Insured including project referenced below, if any.

General Liability: See Additional Insured Endorsement attached.

Workers Compensation: See Waiver of Subrogation attached.

CITY OF ALAMEDA

Risk Management

6-24-15

Date  
Lucretia Akil, City Risk Manager

## CERTIFICATE HOLDER

## CANCELLATION

The City of Alameda Public Works Department 950 W. Mall Square #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 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR DESIGN PROFESSIONALS  
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

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

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- This insurance does not apply to the rendering of or failure to render any "professional services".
- This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy 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 that other insurance, provided that:

- The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**CITY OF ALAMEDA**  
Risk Management



Date

6-24-15

Lucretia Akil, City Risk Manager



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**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 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

**Job Description**

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

CITY OF ALAMEDA  
Risk Management  
  
Date 6-24-15  
Lucretia Akil, City Risk Manager

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Schaaf & Wheeler, Consulting Civil I

Policy No. PSW0001278

Insurance Company

RLI Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_