

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 8th day of November, 2018, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and JMEC Engineering, a California corporation whose address is **165 Lennon Lane, Suite 106, Walnut Creek CA 94598**, (the "Provider"), is made with reference to the following:

RECITALS:

A. On December 7, 2017, an agreement was entered into by and between City and Provider (hereinafter "Agreement") to provide On-Call Structural Engineering Services, for fiscal year 2017/2018 in an amount not to exceed \$150,000. The agreement further stipulated that the contract can be mutually extended on a year by year basis for up to four additional years.

B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein. Enter into the first amendment to provide on-call Structural engineering services for fiscal year 2018/2019.

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

1. Item No. 1, TERM, Paragraph 1 on page 1, of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 7th day of December 2017, and shall terminate on the 30th day of June 2019, unless terminated earlier as set forth herein."

2. Item No. 3, COMPENSATION TO PROVIDER, Paragraph a and b on page 2, of the Agreement is modified to read as follows:

"a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B1."

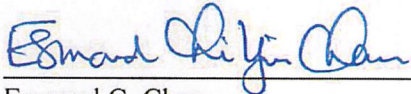
"b. The total compensation under the Agreement was \$150,000 of which \$0 was spent. The total compensation for the work under this First Amendment to Agreement is not to exceed \$150,000."

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.

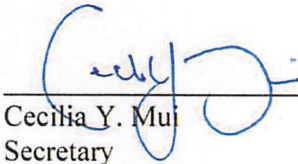
Signatures on following page

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

JMEC Engineering
A California Corporation



Esmond C. Chan
President



Cecilia Y. Mui
Secretary

CITY OF ALAMEDA
A Municipal Corporation

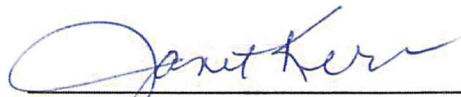
David L. Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Janet Kern
City Attorney

EXHIBIT A

SCOPE OF WORK

The City desires to obtain the services of one or more outside organizations to assist with Structural Engineering Services for maintenance and capital improvement projects.

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide structural design and/or construction management services for repair and replacement of City infrastructure.
3. Provide in-house personnel or sub-consultants for structural, mechanical, electrical, and architecture.
4. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services.
5. Respond to plan check comments for building permits.
6. During construction, make on-site visits; review material submittals, shop drawings and test results; respond to RFIs; draft change orders; and review pay estimates.

Typical projects may include maintenance, reconstruction, or new construction of:

1. Sewer and storm drain pump stations
2. Retaining walls, including seawalls in lagoons
3. Minor concrete bridge repair
4. Docks and boardwalks
5. Building renovation

Fee Schedule



Standard Fee Schedule

The following provides general cost information for work performed by JMEC Engineering Inc. and is used for cost estimating purposes for Year 2018. An annual escalation of 3% in Labor Rates will be used for subsequent years.

Loaded Direct Labor Rates are as follows:

Position Classification	Grade	Range of Hourly Rate
Principal	11-12	\$236 - \$258
Project Manager	11-12	\$166 - \$236
Senior Engineer	8-10	\$145 - \$166
Project Engineer	8-10	\$95 - \$145
Engineer	5-7	\$78 - \$95
Assistant Engineer	3-4	\$68 - \$78
Senior CADD Technician	C	\$78 - \$93
CADD Technician	B	\$63 - \$78
Clerical	A	\$53 - \$68

Other Direct Costs are billed at cost including the following:

Vehicle Mileage	\$0.545/mile (or current IRS rate)
Photocopies	\$0.15/sheet
24x18 Blackline Printing	At cost (\$3.00/sheet max)
24x36 CADD Plotting	At cost (\$15.00/sheet max)
Courier Services	At cost



Harrison Engineering Inc. 2018 Charge Rate Schedule

Effective through December 31, 2018

Hourly Charge Rates

<u>Position/Title</u>	<u>Hourly Rate</u>
Principal/Senior Project Manager II	\$245.00
Senior Project Manager I	\$215.00
Project Manager II	\$190.00
Project Manager I	\$180.00
Senior Project Engineer II	\$175.00
Senior Project Engineer I	\$165.00
Construction Inspector	\$142.00
Project Engineer II	\$150.00
Project Engineer I	\$135.00
Senior Design Engineer II	\$125.00
Senior Design Engineer I	\$115.00
Design Engineer II	\$105.00
Design Engineer I	\$95.00
Design Technician II	\$85.00
Design Technician I	\$75.00
Administrative	\$77.00

Other Expenses

Automobile Mileage	\$0.60 per mile
Plotting	
Monochrome Drawings (Bond or Vellum)	\$1.50 per square foot
Color Plots	\$5.00 per square foot
Plots on Mylar	\$5.00 per square foot
Subconsultant Fees	Cost plus 10%
Reimbursable Costs (Printing, Copying, Parking, Mail/Shipping, Film/Developing, etc.)	Cost plus 10%

Note: Rates are subject to an increase based on SF Bay Area Consumer Price Index,
published annually in November.



RATE SCHEDULE* (2018)

ELECTRICAL AND MECHANICAL ENGINEERING SERVICES

1.	Principal	\$226.00/hr.
2.	Project/Lead Engineer	\$216.00/hr.
3.	Senior Engineer	\$194.00/hr.
4.	Engineer	\$179.00/hr.
5.	Design Engineer	\$170.00/hr.
6.	AutoCAD/Draftsperson	\$111.00/hr.
7.	Administrative Support	\$ 78.00/hr.
8.	Travel Time is reimbursable up to a maximum of 8 hours per day.	
9.	Reimbursable Expenses:	
	Photocopies 8-1/2" x 11"	\$.60 ea
	Photocopies 11" x 17"	\$ 1.50 ea
	Laser Bond Plot (up to 22" x 34")	\$ 7.00 ea
	Laser Bond Plot (up to 30" x 42")	\$10.00 ea
	Laser AutoCAD Vellum Plots (up to 22" x 34")	\$15.00 ea
	Laser AutoCAD Vellum Plots (up to 30" x 34")	\$25.00 ea
	Company/Employee Automobile	\$ 0.60/mi
	Computer (AutoCAD & Engineering Stations)	\$79.00/hr.
9.	Outside Services and Equipment:	
	Note: Cost based on actual cost plus 10% administrative charge	
	Air Fare	
	Car Rental	
	Lodging, Meals and Miscellaneous	
	Travel Expenses	
	Reproduction Firms' Charges	
	Long Distance and Cellular Phone Calls	
	Express Mail	
	Outside Consultant Services (Subconsultant)	

* Rate Schedule includes overhead costs and profit. Escalation 2.0 - 3.5% after 2018.



Kappe Architects' Hourly Rates

Project Manager/Project Architect	\$ 170
Project Designer	\$ 120
Job Captain	\$ 105
Sr. Drafter, Graphic Support	\$ 95



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2017

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 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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Angela Borg	
	PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193	
	E-MAIL ADDRESS: aborg@dealeyrenton.com	
INSURED JMEC Engineering, Inc 165 Lennon Ln. Ste. 106 Walnut Creek CA 94598	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Co. LTD	11000
	INSURER B: Hartford Fire Ins. Co.	19682
	INSURER C: U.S. Specialty Insurance Company	29599
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1100369151

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:	Y	Y	57SBWKC0651	12/16/2017	12/16/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWKC0651	12/16/2017	12/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBWKC0651	12/16/2017	12/16/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> 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	57WEGGF5552	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			USS1728253	12/16/2017	12/16/2018	\$1,000,000 \$2,000,000 per Claim Annual Aggregate

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

Project Name: On-Call Structural Engineering Services City of Alameda, its council, officers, boards, commissions, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement.

OK CK 11-10-18

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Alameda Public Works Department Attn: Shahram Aghamir, City Engineer 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 <i>Angela Borg</i>

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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.

EXCERPT FROM Hartford Form SS 04 38 09 09

HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: JMEC Engineering, Inc

Policy Number 57WEGGF5552

Producer: Dealey, Renton & Associates

Effective Date 9/1/2017

Schedule

Person or Organization

City of Alameda
Public Works Department
Attn: Shahram Aghamir, City Engineer
Alameda CA 94501

Job Description

Project Name: On-Call Structural Engineering Services
City of Alameda, its council, officers, boards,
commissions, employees, and volunteers are named as
Additional Insured as respects General and Auto Liability
as required per written contract or agreement.

Additional Premium %

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

Angela Borg

Authorized Representative