

ORIGINAL

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 **BKF Engineers**, a California corporation whose address is **1646 North California Blvd. Suite 400, Walnut Creek CA 94596**, (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") in an amount not to exceed \$150,000 to provide On-Call Civil Engineering Services, for fiscal year 2017/2018. 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 civil 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 7<sup>th</sup> day of December 2017, and shall terminate on the 30<sup>th</sup> 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 7<sup>th</sup> 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."

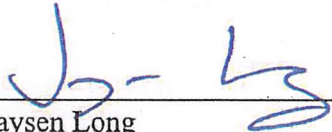
"b. The total compensation under the Agreement was \$150,000 of which \$0 was spent. The total compensation for the work under this First Amendment to Agreement is not to exceed \$150,000."

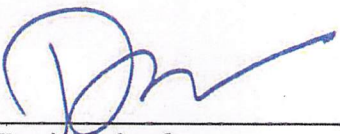
3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

*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.

BKF Engineers  
A California Corporation


  
\_\_\_\_\_  
Jaysen Long  
Vice-President

  
\_\_\_\_\_  
Daniel Schaefer  
Secretary

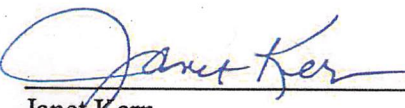
CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
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 Civil 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 civil design and/or construction management services for repair and replacement of City infrastructure.
3. Provide in-house personnel or sub-consultants for civil, mechanical, electrical, and landscaping 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. Street resurfacing
2. Sewer and storm drain pump stations
3. Sewer and storm drain piping
4. Lagoon pumps and weir systems



**PROFESSIONAL PERSONNEL SERVICE FEES**  
**JANUARY 1, 2018 - DECEMBER 31, 2018**

**PERSONNEL****HOURLY RATES****ENGINEERING**

Senior Associate	\$212.00
Associate	\$206.00
Project Manager	\$197.00 - \$202.00
Engineer IV	\$182.00
Engineer I, II, III	\$129.00 - \$148.00 - \$168.00
Engineering Assistant	\$79.00
Junior Engineer	\$67.00

**PLANNING**

Planner I, II, III, IV	\$129.00 - \$148.00 - \$168.00 - \$182.00
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**SURVEYING**

Senior Associate	\$212.00
Associate	\$206.00
Project Manager	\$197.00 - \$202.00
Surveyor I, II, III, IV	\$129.00 - \$148.00 - \$168.00 - \$181.00
Survey Party Chief	\$169.00
Survey Chainman	\$109.00
Apprentice I, II, III, IV	\$67.00 - \$90.00 - \$99.00 - \$105.00
Instrumentman	\$145.00
Surveying Assistant	\$79.00
Junior Surveyor	\$67.00
Utility Locating Superintendent	\$170.00
Utility Locator I, II, III	\$88.00 - \$124.00 - \$149.00
BIM Specialist I, II, III	\$129.00 - \$148.00 - \$168.00

**DESIGN AND DRAFTING**

Technician I, II, III, IV	\$123.00 - \$131.00 - \$143.00 - \$155.00
Drafter I, II, III, IV	\$96.00 - \$106.00 - \$114.00 - \$127.00

**CONSTRUCTION ADMINISTRATION/QSP-QSD**

Senior Construction Administrator	\$191.00
Resident Engineer	\$142.00
Field Engineer I, II, III	\$129.00 - \$148.00 - \$168.00
Senior Consultant	\$221.00

**SERVICES AND EXPENSES**

Project Assistant	\$79.00
Clerical/Administrative Assistant	\$67.00
Delivery Services	\$35.00

Principals' time on projects is chargeable at \$237.00- \$260.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed at cost plus 10%. Such charges may include, but shall not be limited to printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. Mileage will be charged at the prevailing IRS rate per mile. Monthly invoices are due within 30 days from invoice date. Interest will be charged at 0.833% per month on past due accounts. Expert witness/litigation rates are available upon request.

Client#: 45

BKFENGINE

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/29/2018

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Nancy Ferrick	
	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
	E-MAIL ADDRESS: nferrick@dealeyrenton.com	
INSURED BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City, CA 94065-1428	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co	NAIC # 25674
	INSURER B: XL Specialty Insurance Co.	37885
	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 INSR	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6808J585363	09/01/2017	09/01/2018	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 - COMPIOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" 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	Y	Y	BA8J591007	09/01/2017	09/01/2018	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CUP8J595006	09/01/2017	09/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB9K584739	07/01/2018	07/01/2019	<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
B	Professional Liability			DPR9927800	07/01/2018	07/01/2019	\$5,000,000 per Claim \$7,000,000 Annl Aggr.

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

**CITY OF ALAMEDA**  
Risk Management

*[Signature]*  
Date 8-7-18

CERTIFICATE HOLDER **ucetia Akil, City Risk Manager**

## CANCELLATION

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

*[Signature]*

## COMMERCIAL GENERAL LIABILITY

collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with

such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization 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 signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

BKF Engineers

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

WC

ENDORSEMENT WC 99 03 76 (00) –

POLICY NUMBER: UB9K584739

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

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.

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:**

City of Alameda  
Public Works Department  
950 W. Mall Square #110  
Alameda, CA 94501-0000

**Job Description:**

Ref: Cross Alameda Trail Design Project. SCHEDULE CONTINUED: The City of Alameda, its City Council, Boards, Commissions, Officials, Officers, Employees and Volunteers

DATE OF ISSUE: 07/01/2018

**CITY OF ALAMEDA**  
Risk Management  
Date 8-7-18  
Lucretia Akil, City Risk Manager