

FIRST AMENDMENT TO AGREEMENT

ORIGINAL

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 **Habitat Engineering & Forensics, Inc.**, a California S corporation whose address is **446 17th Street, Suite 300, Oakland CA 94612**, (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

ORIGINAL

THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION

The following is a list of the names of the members of the American Medical Association who have been elected to the office of President for the year 1917. The names are listed in alphabetical order of their last names.

MEMBERS

Dr. J. C. Brainerd, Chicago, Ill. Dr. J. C. Brainerd, Chicago, Ill. Dr. J. C. Brainerd, Chicago, Ill. Dr. J. C. Brainerd, Chicago, Ill. Dr. J. C. Brainerd, Chicago, Ill.

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

Habitat Engineering & Forensics, Inc.
A California S Corporation



Fari Barzegar, PH.D, P.E.
President & Principal

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

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APPENDIX

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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:

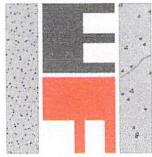
1. Provide staff and services on an on-call, as-needed basis.
2. Provide structural design and/or construction management services for repair and replacement of City infrastructure.
3. Provide in-house personnel or sub-consultants for structural, mechanical, electrical, and architecture.
4. Provide the 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

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the proposed changes to the law of the United Kingdom in relation to the treatment of the British Commonwealth countries. This is a matter of great importance to the Commission and it is therefore requested that the Government of the United Kingdom should provide the Commission with the necessary information as soon as possible.

Registered Professional Engineer
 California No. 56392 Texas No. 35742
 VICE President, American Society of
 Licensed Professional Engineers
 California No. 56392 Texas No. 35742



Habitat Engineering & Forensics, Inc.

EXHIBIT B1

Proposed Hourly Rates for Project Team Members (July 1, 2018 – June 30, 2019)

Based on the available information (Exhibit-A), the following standard hourly billing rates are proposed:

Habitat Engineering & Forensics, Inc.			
PERSONNEL	TASK	% OF CITY PROJECTS	Hourly Rate
Fari Barzegar, Ph.D., P.E.	Structural Engineering & Construction Support Services	80 - 85	\$195
Antoinette Nascimento	Architecture & CAD	10 - 20	\$180
Kamran Ghiassi, Ph.D., G.E.	Geotechnical Engineering	5 - 10	\$250

Thank you for providing HE&F the opportunity to submit our proposal for services. If you have any questions or require additional information, please contact the undersigned (510-891-0300 or via email: Fari@HabitatEngineering.com). We look forward to the opportunity to be of service to the City of Alameda Public Works Department.

Sincerely,

Fari Barzegar, Ph.D., P.E.
President/Principal
Civil/Structural Engineering & Construction Forensics

Registered Professional Engineer
California No. C-61998; Texas No. 114795
NCEES National Record No. 53742
Licensed General Building Contractor
California License No. 846888



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2018

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 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).

PRODUCERRichard Arvin(9517346)
1433 Springs Rd

Vallejo CA 94591-5446

CONTACT

NAME: Richard Arvin

PHONE
(A/C, NO, EXT): 707-642-8158FAX
(A/C, NO): 707-642-0754E-MAIL
ADDRESS: rarvin@farmersagent.com**INSURED**HABITAT ENGINEERING&FORENSICS,INC.
446 17TH ST STE 300

OAKLAND CA 94612

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Truck Insurance Exchange

21709

INSURER B: Farmers Insurance Exchange

21652

INSURER C: Mid Century Insurance Company

21687

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 NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		606704398	07/05/2018	07/05/2019	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 4,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY			606704398	07/05/2018	07/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						<input type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						\$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE <input type="checkbox"/> OTHER \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E L EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$	
							E L DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
446 17TH ST STE 300, OAKLAND, CA 94612

CERTIFICATE HOLDERCITY OF ALAMEDA PUBLIC WORKS DEPARTMENT
ALAMEDA POINT, BUILDING 1
950 WEST MAIL SQUARE, RM 110
ALAMEDA CA 94501**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: RICHARD ARVIN, FARMERS INSURANCE

POLICY NUMBER: 60670-43-98

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization:
CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.