

THIRD AMENDMENT TO AGREEMENT

This Third Amendment of the Agreement, entered into this 19th day of November, 2019, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **NUTE ENGINEERING**, a California corporation whose address is **907 MISSION AVENUE, SAN RAFAEL, CALIFORNIA 94901**, (hereinafter referred to as "Consultant"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Various City projects require engineering professional services. The City issued a Request for Proposal for services in this contract scope and selected the firm that best meets the City's needs. This is the Third Amendment.
- C. On July 20, 2016 an agreement was entered into by and between City and Consultant (hereinafter "Agreement"). The compensation for the Agreement was \$333,069.
- C. On July 1, 2017 an agreement was entered into by and between City and Consultant (hereinafter "First Amendment"). The term of the First Amendment was modified to terminate on June 30, 2018.
- E. On October 24, 2018 an agreement was entered into by and between City and Consultant (hereinafter "Second Amendment"). The compensation for the Second Amendment to Agreement was \$394,390.
- F. This is the Third Amendment of four to the Cyclic Sewer Rehabilitation Project, Phase 13 contract and is called Cyclic Sewer Rehabilitation Project, Phase 17.
- G. Consultant is specially trained, experienced, and competent to perform the special service which will be required by this Agreement.
- H. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- I. City and Consultant desire to enter into a third amendment to agreement to extend the term to complete the services for the Cyclic Sewer, Phase 16 Sewer Replacement Project and to extend the term and add compensation for the Engineering Design Services for the Cyclic Sewer, Phase 17 Sewer Replacement Project, upon the terms and conditions herein.

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

1. Paragraph 1, **TERM**, of the Agreement is modified to read as follows:

“The term of this Agreement shall commence on the 20th day of July 2017 and shall terminate on the 30th day of November 2020, unless terminated earlier as set forth herein.”

2. Paragraph 1, **SERVICES TO BE PERFORMED**, of the Agreement is modified to read as follows:

“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 A as requested. The consultant acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Consultant to perform all tasks included therein.”

3. Paragraph 3, **COMPENSATION TO CONSULTANT**, Paragraph 1 and Paragraph 4 of the Agreement is modified to read as follows:

“Consultant shall be compensated for services performed pursuant to this Third Amendment to Agreement in the amount set forth in Exhibit A 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 CIP 96003.”

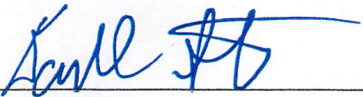
“Total compensation for work under this Third Amendment shall not exceed \$414,362. For a total agreement amount of \$1,141,821.”

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.

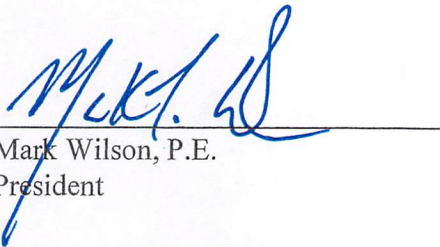
Signatures on following page

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

NUTE ENGINEERING
A California Corporation



David Stier, P.E.
Partner

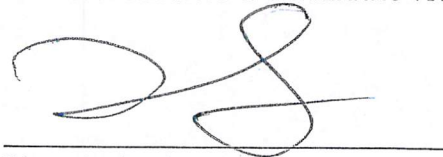


Mark Wilson, P.E.
President

CITY OF ALAMEDA
A Municipal Corporation

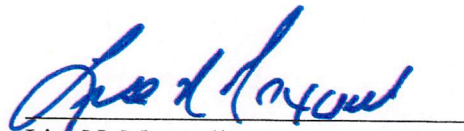
Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Lisa N. Maxwell
Assistant City Attorney



October 5, 2019

Erin Smith, Deputy Public Works Director
City of Alameda
Department of Public Works
950 West Mall Square
Alameda, CA 94501

Re: **Contract Amendment for Engineering Design Services**
Alameda Cyclic 17 Sewer Replacement Project

Dear Ms. Smith:

Nute Engineering is pleased to submit this proposal for a Contract Amendment to provide engineering design services and construction services for the Alameda Cyclic 17 Sewer Replacement Project (Cyclic 17). Our review of the sewer pipes (Attachment C) selected for 2019-20 shows that the project consists of the rehabilitation of 17,519 linear feet of sewer mains, including laterals, manholes and all appurtenances, ranging from 6" diameter to 12" diameter pipe.

The sewers included in Cyclic 17 include a combination of sewers in roadways and easement sewers. Easement sewers in Alameda are known to be challenging due to access issues and the presence of trees and structures constructed in the easements. Nute Engineering will assist the City to send out notices to each parcel so they can be investigated in the field and evaluated for construction constraints. Coordination will also be required to provide access for the surveyor to capture sewer structures. Our firm will also provide support to send right-of-entry agreements to the parcels for the construction work upon request. A public meeting for houses serviced by easement sewers will be held if deemed necessary.

The Lincoln Avenue sewer will require special planning and consideration. The sewer main runs through one of the more congested areas in the City including pass the police station. Fortunately, the Lincoln Avenue is wide and existing sewer main is located on the north side of Lincoln Avenue provided more flexibility to maintain traffic flow during construction.

Park Avenue is also one of the busiest commercial corridors in Alameda and has been added to this project at the request of City maintenance staff due to observed pipe conditional issues. Street parking will likely have to be restricted during construction necessitating public outreach and notification to business prior to construction. Various sewer rehabilitation methods will be evaluated to minimize the impacts to this area and shorten the duration of construction.

It is understood that the Cyclic 17 project may be completed by Ranger Pipelines, Inc., whom have been awarded the Cyclic 16 Construction Contract, through an optional Contract Amendment, or will be awarded through a public bidding process. Our firm will provide engineering services to accommodate either of these options.

DESIGN SERVICES TO BE PERFORMED BY THE ENGINEER

The following Tasks 1-3 detail the scope of engineering services we propose to provide on the above described sewer improvement project:

Task 1 Services – Pre-Design Investigation

1. Review Existing Information (Record Drawings, etc)
2. Field and Utility Investigation
 - CCTV Inspection Review
 - Utility Investigation (Electronic location, Potholing)
 - Field Investigations
 - Permit Identification
 - Easement Sewers – Site visits, coordination
3. Utility Mapping
4. Geotechnical Investigation for all work locations
5. Topographic survey and CAD processing for all work locations

Task 2 Services – Prepare Plans, Review Specifications, and Cost Estimate

1. Project Design Coordination
 - Kickoff meeting
 - Progress Meetings (3 total)
 - Public Outreach and Coordination
2. Project Document Management
3. Project Plans
 - Coordinate all backfill, paving requirements, details per the City of Alameda
 - Develop and submit 30% plans
 - Develop and submit 60% plans
 - Develop and submit 95% plans
 - Develop and submit 100% plans
4. Prepare project specifications
5. Develop detailed project cost estimate

Task 3 Services – Engineering Services During Construction (ESDC)

1. Preconstruction meeting
2. Assist with right-of-entry agreements for easement sewers
3. Review Contractor's submittals and shop drawings (Assume 25 submittals)
4. Field consultations with the City as required (Assume 5 meetings)
5. Respond to Contractor RFI's
6. Evaluate proposals for modifications to Contract work and prepare change orders
7. Prepare record drawings for project

PROPOSED SCHEDULE

The following our proposed schedule for the preparation of the Plans and Specifications for this project.

November 1, 2019	Notice to Proceed with the design
February 15, 2020	Submit 35% plans and estimates

Exhibit A

March 15, 2020	Submit 65% plans and estimates
April 15, 2020	Submit 95% plans, specifications and estimates
May 15, 2020	Submit 100%/Final plans and specifications for bidding

SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services are outside the scope of this proposal and will be provided by others:

1. Aerial mapping, field surveying and setting of construction stakes.
2. CCTV inspection.
3. Smoke testing and televising of the sewers and laterals as determined to be necessary.
4. Environmental review or preparation of an environmental impact report of the project.
5. Necessary permit applications and application fees.
6. Legal services in connection with the project
7. Mapping and Acquisition of rights of ways, rights of entries and permits.
8. Printing of plans and specifications for bidding purposes and for the Contractor's use or clerical time to send bid documents out to bidders.
9. Engineering services in connection with contaminated soil or groundwater.
10. On-site inspection services.

ENGINEERING FEE

We propose to do all the work on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The following is the budget for the engineering fee for the schedule outlined above:

Task 1 – Pre-Design Investigation	\$222,745
Task 2 – Prepare Plans, Review Specifications, and Cost Estimate	\$150,530
Task 3 – Engineering Services During Construction (ESDC)	<u>\$ 39,087</u>
Total =	\$414,362

Very truly yours,

NUTE ENGINEERING

By: 
David Stier, P.E., Vice President

Attachment A – Schedule of Hourly Rates

Attachment B – Project Estimating Sheet

Attachment C – Cyclic 17 Pipe Segments



ATTACHMENT A

HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$242.00
Senior Engineer	197.00
Engineer III	186.00
Engineer II	179.00
Engineer I	154.00
Field Representative*	169.00
Assistant Engineer II	120.00
Assistant Engineer I	111.00
Senior Designer	176.00
CAD Drafter II	147.00
CAD Drafter I	129.00
Technical Administrative Support	109.00
Clerical	95.00
 LITIGATION SERVICES	
Court Appearance/Deposition	348.00

*Field Representative for construction is a Prevailing Wage category as required by the California Department of Industrial Relations.

REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage will be charged at the IRS approved rate. Nute Engineering reserves the right to adjust its hourly rate structure for all ongoing contracts.

EFFECTIVE DATE: January 1, 2019

Exhibit A

ATTACHMENT B - PROJECT COST ESTIMATING SHEET
CITY OF ALAMEDA
CYCLIC 17 SEWER REPLACEMENT PROJECT

NUTE ENGINEERING
907 Mission Ave
San Rafael, CA 94901

	Senior Engineer	Engineer III	Engineer II	Senior CAD Designer	CAD Tech 1	Technical Typing	Direct Cost	Direct Cost Markup	TOTALS
Rate \$/Hr	\$197	\$186	\$179	\$176	\$129	\$109			
Task 1. Pre-Design Investigation									
Review existing information (Record drawings, etc.)		25	25						
Field and utility investigation									
CCTV Inspection Review		10	10		40				
Utility Investigation (Electronic Location, Potholing)		10	10		20		10,000	1,000	
Field Investigations		40	40		20				
Permit Identification		10	10						
Easement Sewers - Site Visits, coordination		40	40						
Utility Mapping		20	20		40	10			
Geotechnical investigation for all work locations		10					36,000	3,600	
Topographic survey and CAD processing for all work locations			20		10		85,700	8,570	
Hours		165	175		130	10			
Cost		\$30,690	\$31,325		\$16,770	\$1,090	\$131,700	\$13,170	\$224,745
Task 2. Prepare Plans, Review Specifications and Cost Estimate									
Project Design Coordination									
Kickoff Meeting		3	3						
Progress Meetings (3 total)		9	9						
Public Outreach and Coordination for easement sewers		20	20						
Project document management		10	10			20			
Project Plans									
Coordinate all backfill, paving requirements, details per the City of Alameda		20							
Develop and submit 30% plans	10	60	60		60				
Develop and submit 60% plans	10	60	60		80				
Develop and submit 95% plans	10	60	60		80				
Submit final plans		30	30		40				
Prepare project specifications		20				20			
Develop detailed project cost estimate		20	20						
Hours	30	312	272		260	40			
Cost	\$5,910	\$58,032	\$48,688		\$33,540	\$4,360			\$150,530
Task 3. Engineering Services During Construction (ESDC)									
Preconstruction meeting		6	3						
Assist with Right-of-Entry Agreements for easement sewers		10							
Review Contractor's submittals and shop drawings (Assume 25 submittals)		20	40			30			
Field consultations with the City as required (Assume 5 meetings)	8	20	20						
Respond to Contractor RFI's		6	10		20				
Evaluate proposals for modifications to Contract work and prepare change orders	8								
Prepare record drawings for the project		6	10		20				
Hours	16	68	83		40	30			
Cost	\$3,152	\$12,648	\$14,857		\$5,160	\$3,270			\$39,087
TOTAL	\$9,062	\$101,370	\$94,870		\$55,470	\$8,720			\$414,362

David Stier

David Stier RCE No. 68950

10/02/2019

Date

Legend

Planned Rehab 20/21

Requested by Maintenance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2019

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 License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME:	
	PHONE (A/C, No, Ext): 510-465-3090	FAX (A/C, No): 510-452-2193
	E-MAIL ADDRESS: certificates@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Co.	
	INSURER B: Sentinel Insurance Co. LTD	
INSURED Nute Engineering, Inc. 907 Mission Avenue San Rafael CA 94901-2910	INSURER C: XL Specialty Insurance Co.	
	INSURER D: Hartford Accident & Indemnity	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1062411436**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	57SBWAW0530	4/16/2019	4/16/2020	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
B	AUTOMOBILE LIABILITY <input checked="" 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	57UEGTL4607	4/16/2019	4/16/2020	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 DED RETENTION \$	Y	Y	57SBWAW0530	4/16/2019	4/16/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	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	Y	57WEGAD5P4V	7/1/2019	4/16/2020	<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			DPR9941277	4/16/2019	4/16/2020	\$2,000,000 per Claim \$2,000,000 Annl Aggr.

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

Re: Cyclic 16 Sewer Rehabilitation Project Phase 16 (8785). The City of Alameda, its City Council, Boards and Commissions, Officers and Employees are included as Additional Insured for General and Automobile Liability as required by written contract or agreement. General Liability Insurance is primary and a Cross Liability Clause applies per policy form.

Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 Days Notice of Cancellation.

*Ra 10/2/19***CERTIFICATE HOLDER****CANCELLATION 30 Days Notice of Cancellation**

City of Alameda
Attn: Jeanette Navarro, Engineering Office Assist.
950 West Mall Square, Room 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

Angela Borg

POLICY NUMBER: 57SBWAW0530

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.

EXCERPTS FROM CA 0001 (1013)
HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are "insureds"

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

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance.

For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form's Covered Auto Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0312)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57WEGAD5P4V

Endorsement Number: 001

Effective Date: 07/01/2019

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: NUTE Engineering, Inc.

907 Mission Ave.
Alameda, CA
94501

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

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

DEALEY, RENTON & ASSOCIATES
[Signature]

Countersigned by _____

Authorized Representative