

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this _____ day of May, 2026, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and **VERDE DESIGN, INC.** a California corporation, whose address is **2455 THE ALAMEDA, SUITE 200, SANTA CLARA, CALIFORNIA 95050**, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On May 8th, 2023, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$295,825, for development and delivery of Design and Permitted Construction Documents for Phase 2 of Estuary Park at 201 Mosley Avenue.

B. On April 16th, 2025, the Agreement was amended in an amount not to exceed \$109,920 for a total agreement value not to exceed \$405,745.

C. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

Provider agrees to do 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-2 as requested. The Provider acknowledges that the work plan included in Exhibit A-2 is tentative and does not commit the City to request Provider to perform all tasks included therein.

2. Paragraph 3, COMPENSATION TO PROVIDER, 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 B-2 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 B-2.

b. Provider shall be compensated for the services performed in accordance with the original contract, consistent with the terms of that agreement. Additionally, Provider shall be compensated for the 2nd Amendment, covering services performed during the period between May____, 2026 and May 8th, 2028, at the hourly rates set forth in Exhibit B-2 of the 2nd

Amendment. Compensation for services performed pursuant to the 2nd Amendment shall not exceed \$21,400. Total Compensation for this Agreement shall not exceed \$427,145.


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 hereto have caused this modification of Agreement to be executed on the day and year first above written.

VERDE DESIGN, INC.
A California corporation

CITY OF ALAMEDA
a municipal corporation

 Digitally signed by Derek C McKee
DN: C=US,
E=derek@verdedesigninc.com,
O="Verde Design, Inc.", CN=Derek C
McKee
Reason: I have reviewed this document
Date: 2026.04.16 11:07:22-07'00'

Derek C. McKee
President

Adam Politzer
Interim City Manager

 Digitally signed by Nance
Cronin, CFO
Date: 2026.04.14
11:41:40-07'00'

Nance Cronin
CFO

RECOMMENDED FOR APPROVAL:

Signed by:

325158B32737491...
Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

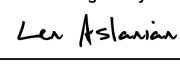
DocuSigned by:

765D25E39B18464...
Len Astorian
Assistant City Attorney

EXHIBIT A-2

March 23, 2026

Mr. Justin Long
ARPD Director
City of Alameda
2226 Santa Clara Avenue
Alameda, CA 94501



VERDE DESIGN

2455 The Alameda, Suite 200
Santa Clara, CA 95050
t 408.985.7200 f 408.985.7260
www.verdedesigninc.com

SUBJECT: Additional Service Request 003 – Estuary Park Phase 2
Verde Design Project No. 2121202

Dear Justin:

Below is the additional service proposal for providing design services to address plan changes associated with the AMP 12KVA electrical line. The scope of design services include:

- Redesign of the pickleball chain link fence/gate and the eastern perimeter fence.
- Fence detail to provide an electrical isolation while maintaining a physical barrier.
- Revision of electrical drawings to provide grounding poles, along with grounding research to meet industry standards.
- Participation in coordination meetings and review of as-built drawings and previous communication.
- Revised set of plans and details to be provided and summarized in Field Directive #3.

We request an additional service in the amount of \$12,400 for our team to complete the above tasks. Our services are proposed as time and materials not to exceed.

If this proposal meets with your approval, please sign and return the original to our office, along with a signed service order or contract amendment. Thank you for the opportunity to work with you and the team on this project.

Respectfully Submitted,
Verde Design, Inc.

APPROVED BY:

Derek McKee, RLA
Principal

_____ Date

Cc: Verde Design Distribution

EXHIBIT A-2

March 30, 2026



VERDE DESIGN

2455 The Alameda, Suite 200
Santa Clara, CA 95050
t 408.985.7200 f 408.985.7260
www.verdedesigninc.com

Mr. Justin Long
ARPD Director
City of Alameda
2226 Santa Clara Avenue
Alameda, CA 94501

SUBJECT: Additional Service Request 001 – Estuary Park Phase 2
Verde Design Project No. 2217200

Dear Justin:

Below is the additional service proposal for providing design services to address concept changes for the Estuary Park Phase 2 project. Our ongoing efforts have extended beyond our initial scope and services, substantially utilizing the majority of our 30% submittal fees. The scope of work includes:

- Schematic design changes to the initial concept, with included options for (6) and (8) pickleball courts. These concept designs were a significant departure from the concept used in the initial proposal which was a modification from the 2016 phase 1 conform set.
- Preparation and refinement of the above concepts for public and City stakeholders' input.
- Value engineering options to reduce the estimated cost within the City's budget.
- Concept changes and cost estimating based on agreed value engineering items.
- Updated concept rendering.
- Concept revisions, cost confirmation, and graphics/presentation in preparation for the Recreation and Park Commission meeting.
- Completion of the 30% submittal.

We request an additional service in the amount of \$9,000 for our team to complete the above tasks. We also request authorization of the current available \$27,000 project contingency for this phase. Our services are proposed as time and materials not to exceed.

If this proposal meets with your approval, please sign and return the original to our office, along with a signed service order or contract amendment. Thank you for the opportunity to work with you and the team on this project.

Respectfully Submitted,
Verde Design, Inc.

APPROVED BY:

Derek McKee, RLA
Principal

_____ Date

Cc: Jay Reed, Facilities Project Manager, City of Alameda
Rico Lardizabal, Project Manager, Verde Design
Verde Design Distribution

EXHIBIT B-2

Verde Design, Inc.

Charge Rate Schedule Effective until December 31, 2026

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$285.00 per hour
Project Manager/Construction Manager	
Level Four	\$270.00 per hour
Level Three	\$250.00 per hour
Level Two	\$200.00 per hour
Level One	\$185.00 per hour
Project Engineer	
Level II	\$205.00 per hour
Level I	\$190.00 per hour
IT Manager	\$200.00 per hour
CAD Manager	\$195.00 per hour
Project Designer	\$180.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$170.00 per hour
Draftsperson Level II	\$165.00 per hour
Draftsperson Level I	\$160.00 per hour
Project Administrator	\$105.00 per hour
Intern	\$90.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

March 15, 2024

POLICY NUMBER 605016326

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**The City of Alameda, its city council, boards, commissions, officials,
employees, agents and volunteers .**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

It is agreed that this insurance is primary, and that any insurance issued to the additional insured applicable to a loss, other than that provided by this endorsement, shall be excess over this insurance, to the extent any insured, other than the additional insured, is solely negligent for any liabilities, loses, claims, suits, judgments, injuries, costs and/or otherwise demands.

POLICY NUMBER 607150659

COMMERCIAL AUTOLIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(THIRD-PARTY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO LIABILITY COVERAGE PART

SCHEDULE

Third Party: All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

