

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this ____ day of April, 2025, 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. 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 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 8th day of May 2023, and shall terminate on the 8th day of May 2028, unless terminated earlier as set forth herein.

2. 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-1 as requested. The Provider acknowledges that the work plan included in Exhibit A-1 is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. 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-1 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-1.

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 1st Amendment, covering services performed during the period between

MARCH____, 2025 and May 8th, 2028, at the hourly rates set forth in Exhibit B-1 of the 1st Amendment. Compensation for services performed pursuant to the 1st Amendment shall not exceed \$109,920. Total Compensation for this Agreement shall not exceed \$405,745.

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

Derek C McKee
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: 2025.03.20 08:05:54-07'00'

Derek C. McKee
President

Jennifer Ott
City Manager

Nance Cronin CFO
Nance Cronin
CFO

RECOMMENDED FOR APPROVAL:

Signed by:
Erin Smith
325158B32737491...
Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:
Len Aslanian
76502510981404...
Len Aslanian
Assistant City Attorney

EXHIBIT A-1

February 21, 2025



VERDE DESIGN

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

Justin Long
Recreation and Parks Department Director
City of Alameda
2226 Santa Clara Avenue
Alameda, CA 94501

Subject: Estuary Park Improvements – Phase 2
Bid Support and Construction Administration Support
Verde Design Project No.: 2121200

In response to your request, Verde Design, Inc. is pleased to submit the following proposal to provide the identified design services on the above mentioned project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING/HISTORY:

The City of Alameda (City) requested a proposal for design services for the phase 2 re-design of the Estuary Park Athletic Field Complex. Phase 1 has already been completed and the conform set dated 06-14-16 will be used as the starting point for phase 2.

We provided a separate proposal for the construction document updates for phase 2. This proposal is specifically for the bid support and construction administration scope.

SCOPE OF SERVICES

Verde Design proposes to provide the following services based on the above stated project understanding.

I. Bid and Construction Support

The consultant agrees to provide the following services to the City on an on-call basis following submittal of the bid submittal.

- A. Coordinate bidding procedures and schedule.
- B. Contact potential bidders.
- C. Attend pre-bid meeting.
- D. Answer questions during bidding.
- E. Assist in preparing addenda
- F. Prepare bid evaluation.
- G. Prepare a conform set of plans that includes addenda items.
- H. Respond to questions, request for information, and provide clarifications.
- I. Review submittals and shop drawings.
- J. 15 site observation visits / construction meetings are included. Visits will include site demolition, grading, and paving placement improvements review at specific stages of construction. Site observation reports will be provided.
- K. Review price requests and change orders.

EXHIBIT A-1

Estuary Park – Ph 2 Bid Support and Construction Administration Scope
February 23, 2025
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- L. Provide a punch list of the constructed improvements. Punch list will be completed when the project is complete.
- M. Review contractor as-built plans and provide a CAD plan update of the as-builts to the City. As we provide RFI or field directive responses, we update our cad files during construction.
- N. Review O&M manuals.
- O. Project closeout with City.

CLIENT'S RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that the City provide the following information:

- 1. Any available construction, utility or record drawings of the project area.
- 2. Geotechnical testing during construction.
- 3. Bid set copies.
- 4. As-built plans.

SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
 - 1. Meetings other than those listed
 - 2. Renderings and presentations to public bodies other than those listed
 - 3. SWPPP services for design (QSP) inspection during construction. Services to be provided by contractor for inspection.
 - 4. Testing during construction
 - 5. Underground utility surveys
 - 6. Utility runs off-site
 - 7. Survey property lines, easement locations or record of survey filing
 - 8. Permit fees associated with the project
 - 9. Pump or lift station design
 - 10. 3D graphics
 - 11. Arborist report
 - 12. Playground surface, equipment selection and layout
 - 13. Community outreach efforts
 - 14. CEQA process
 - 15. Architecture and mechanical engineering services to be provided by restroom manufacturer. They will also provide the Title-24 documents.
 - 16. Soil testing
- B. This fee will be valid for 60 days, should the City choose to extend or add to the contract, the unbilled portion of this agreement will be subject to an increase in January of 2026 to cover annual wage adjustments for office personnel.

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- C. Services will be diligently pursued, and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of City, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following time and materials not to exceed fee including all reasonable reimbursable expenses that are outlined to be included in the project.

- Phase 3: Bid & Construction Support \$105,920

Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, Verde Design shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

Amy, if this proposal meets with the approval of the City of Alameda, please sign the proposal below. Thank you again for the opportunity to work with your City and Community on the second phase of the Estuary Park improvements.

Respectfully Submitted,
Verde Design, Inc.

Approved:

Derek McKee, RLA
Principal

Name:

Date:

Enclosure: 2025 Charge Rate Schedule

cc: Nance Cronin, Verde Design

EXHIBIT A-1

March 19, 2025

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 002 – Estuary Park Phase 2
Verde Design Project No. 2217200

Dear Justin:

Below is the additional service proposal for providing design services to address all City comments including responses and coordination with others. Scope will include a revised set of plans and specifications which will be part of the Bid Submittal package.

We request an additional service in the amount of \$4,000 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 B-1

Estuary Park – Ph 2 Bid Support and Construction Administration Scope
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Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2025

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	\$275.00 per hour
Project Manager/Construction Manager	
Level Four	\$260.00 per hour
Level Three	\$240.00 per hour
Level Two	\$195.00 per hour
Level One	\$180.00 per hour
Project Engineer	
Level II	\$200.00 per hour
Level I	\$185.00 per hour
IT Manager	\$195.00 per hour
CAD Manager	\$190.00 per hour
Project Designer	\$175.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$165.00 per hour
Draftsperson Level II	\$160.00 per hour
Draftsperson Level I	\$155.00 per hour
Project Administrator	\$100.00 per hour
Intern	\$85.00 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

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, 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, losses, claims, suits, judgments, injuries, costs and/or otherwise demands.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

E3306
1st Edition

6/13/2024

Effective Date

60501-63-26

Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization:

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

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition K. Transfer Of Rights Of Recovery Against Others To Us in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

POLICY NUMBER: 605016326

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy No. 982474641

Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER: 982474641

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Verde Design Inc.

Endorsement Effective Date: 6/13/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any and all jobs/projects of the insured, where required by written contract, executed prior to a claim.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57 WEC AD1AHA

Endorsement Number:

Effective Date: 06/13/24

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

Named Insured and Address: Verde Design Inc
2455 THE ALAMEDA STE 200
SANTA CLARA CA 95050

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

Countersigned by _____

May Barnard

Authorized Representative

