

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this 18th day of May, 2020, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and CIVICORPS, a California Non-Profit Corporation, whose address is **101 MYRTLE STREET, OAKLAND, CALIFORNIA, 94607**, (the "Provider"), in reference to the following:

RECITALS:

A. On March 18, 2019, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in the amount of \$33,600.

B. 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. Item No.1 **TERM** of the Agreement is modified to read as follows:

"The term of this Agreement shall retroactively commence on the 18th day of March 2019, and shall terminate on the 31st day of March 2021, unless terminated earlier as set forth herein."

2. Item No. 2 **SERVICES TO BE PERFORMED** 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 A1 as requested. The Provider acknowledges that the work plan included in Exhibit A1 is tentative and does not commit the City to request Provider to perform all tasks included therein."

3. Item No. 3, **COMPENSATION TO PROVIDER** paragraph a and b 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 Exhibit A1 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 A1. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from the Urban Runoff Fund 351."

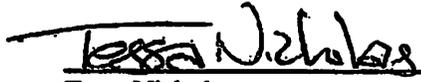
"b. The total compensation for the work under this First Amendment to Agreement is not to exceed \$33,600 for a contract total of \$67,200."

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

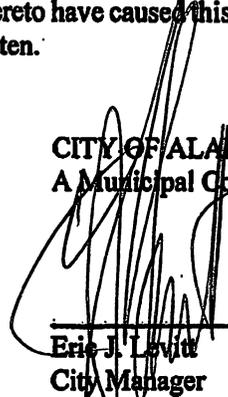
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

CIVICORPS
A California Non-Profit Corporation



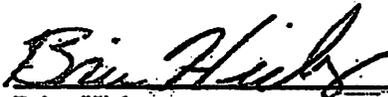
Tessa Nichols
Executive Director

CITY OF ALAMEDA
A Municipal Corporation



Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL



Brian Hickey
CFO/COO



Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney



Lisa N. Maxwell
Assistant City Attorney

BID REQUEST

Contractor shall furnish all materials, vehicles, machinery, tools and equipment required to perform the work, except where noted above, and to do all the said work, in accordance with said Scope of Work for the unit prices set forth in the following schedule:

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Total Per Day	Total Price
1	1-4 Days	Site A: (Trash Hotspot #1), Perform shoreline trash cleanup along Oakland Inner Harbor at Alameda Point from shoreline marker #50 to shoreline marker #59 for a total linear distance of approximately 300 yards. At low tide, the target work area is, on average, approximately 25 yards wide with the majority of litter/debris typically concentrated near the high tide debris line. @ Four Days Estimated number of Day (s) to complete	\$1,400	\$5,600
2	1-4 Days	Site B: (Trash Hotspot #2) Perform shoreline trash cleanup along San Leandro Bay in the area extending from the pocket park at Liberty Avenue @1450 East Shore Drive, behind the 1500-block of East Shore Drive and behind a section of the 1600-block of Fernside Boulevard to 1620 Fernside Boulevard, for a total linear distance of approximately 250 yards. At low tide, the target work area is, approximately 20 yards wide with the majority of litter/debris typically concentrated near the high tide debris line @ Four Days Estimated number of Day (s) to complete	\$1,400	\$5,600
/*-3	1-4 Days	Site C: (Trash Hotspot #3) Perform shoreline trash cleanup along San Leandro Bay from the pocket park at 3329 Washington Court and behind the 1100-block of Fernside Boulevard for a total linear distance of approximately 265 yards. At low tide, the target work area is approximately 15 yards wide with the majority of litter/debris typically concentrated near the high tide debris line. @ Four Days Estimated number of Day (s) to complete	\$1,400	\$5,600

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Total Per Day	Total Price
4	1-4 Days	Site D: (Trash Hotspot #4) Perform shoreline trash cleanup along San Francisco Bay along the Alameda Park Beach from adjacent to the Encinal Boat Ramp parking lot to the southern extent of the beach at the corner with the breakwater jetty for a total linear distance of approximately 250 yards. At low tide, the target work area is, approximately 25 yards wide with the majority of litter/debris typically concentrated near the high tide debris line. @ Four Days Estimated number of Day (s) to complete	\$1,400	\$5,600
5	1-8 Days	Perform on-call clean-up work: weed abatement, trash, litter, debris and/or othersimilar cleanup and disposal efforts along the shoreline or in other public open spaces as	\$1,400	\$11,200
TOTAL FOR SHORELINE TRASH CLEAN-UP (Items 1-4):				\$22,400
ADDITIONAL ON-CALL CLEAN UP WORK (Item 5)				\$11,200
GRAND TOTAL NOT TO EXCEED				\$33,600



A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2019-08083
NAMED INSURED: Civicorps

FORM: NIAC-E26 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRAFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

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

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. **Section II – 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", "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:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2019-08083
NAMED INSURED: Civicorps

FORM: NIAC-E61 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

A. Section II - Who Is An Insured is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations:

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to SECTION III - LIMITS OF INSURANCE:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D. A. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

