

FIRST AMENDMENT TO CONSULTING AGREEMENT

This Amendment of the Consulting Agreement, entered into this ___ day of July 2015, between the City of Alameda, a municipal corporation ("City") and Verde Designs Inc., a California corporation, whose address is 2455 The Alameda, Suite 200, Santa Clara, CA 95050, ("Consultant"), is made with reference to the following:

RECITALS:

A. On January 21, 2014, City and Consultant entered into an agreement (the "Agreement") by which Consultant would provide landscape design services for the Estuary Parks athletic fields and associated park components.

B. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Section 1 ("Term") of the Agreement is modified to read as follows: "The term of this Agreement shall commence on January 21, 2014 and shall terminate on January 22, 2016, unless terminated earlier as set forth herein."
2. Section 2 ("Services to be Performed") of the Agreement is modified to read as follows: "Consultant shall perform each and every service set forth in Exhibit "A" and in Consultant's letters dated December 8, 2014, May 8, 2015 and May 19, 2015, all of which are attached hereto and incorporated herein by this reference."
3. Section 3, first Paragraph ("Compensation to Consultant") of the Agreement is modified to read as follows:

"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$174,145 as set forth on page 5 of Exhibit A (for the services to be performed as described in Exhibit A) and in the amount not to exceed \$35,300 for the services described in Consultant's letters dated December 8, 2014, May 8, 2015 and May 19, 2015, at rates described in Exhibit "B-1", all of which are 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 Estuary Park Capital Improvement Project (CIP) fund."

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.

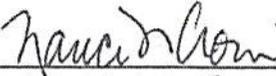
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Signatures on next page

CONSULTANT

Verde Design

By 
Title PRINCIPAL

By 
Title Director of Finance

CITY OF ALAMEDA

A Municipal Corporation

By _____
Title _____

RECOMMENDED FOR APPROVAL:

By 
Title Recreation & Parks Director

APPROVED AS TO FORM:

City Attorney

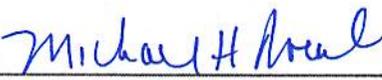
By 
Title INTERIM ASSISTANT CITY ATTORNEY

EXHIBIT A

December 20, 2013

Amy Wooldridge, Director
City of Alameda Recreation & Park Department
2226 Santa Clara Avenue
Alameda, CA 94501



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

SUBJECT: Professional Services for Estuary Park Athletic Field Complex Renovation
Verde Design Project No. 1314700-1414

Dear Ms. Wooldridge,

In response to your request, Verde Design is pleased to submit the following proposal to provide landscape architectural services, for the above mentioned project. This proposal shall remain valid for a period of ninety (90) days.

PROJECT UNDERSTANDING:

The City of Alameda (City) is moving forward with the design of Estuary Park Athletic Field Complex Renovation project. Estuary Park is an eight acre site that was previously used by the U.S. Navy as athletic fields and has been unused for many years. The park's proposed facilities are to include the design of a youth baseball field, a synthetic regulation size rectangular athletic field, playground, field and park lighting, pathways, a pre-fabricated restroom concessions building, group picnic areas, basketball courts and site landscaping. The design will involve user group and Recreation and Park Commission review and input.

Verde Design will work with the user groups and City staff to develop the park overall design, and an Improvement Construction Plan Package that will include plans, specifications and cost estimates, for phased construction. This package will cover all aspects of the improvements for bidding purposes. To support these construction documents, a site survey will also be provided.

Included in our work are submittals at the Design Development/50%, 100% and Bid levels. At this time bid and construction support services are not included, but can be provided if requested.

We understand the initial construction budget for the synthetic regulation size rectangular athletic field is approximately 1.0 to 1.5 million dollars, which includes contingencies. We also understand that this budget amount may increase with the present funding efforts, and we will design to be within this, and or the updated budget number.

SCOPE OF SERVICES

Verde Design proposes the following detailed scope of work for the above referenced Project Understanding:

- I. **Task 1: Project Design**
 - 1. Attend a project kick-off meeting with the City. Discuss project scope of work, anticipated improvements and schedule.

2. Visit the project site to complete a visual inventory of the existing conditions.
3. Prepare and provide a Work Schedule in Microsoft Schedule
4. Receive all pertinent, construction, utility as-built plans, City standards and guidelines
5. Procure site survey
6. Initiate Geotechnical Report
7. Develop Program Graphics
8. Attend and assist with User Group Meeting
9. Develop Conceptual Plan with input from City staff at kick-off meeting and site walk
10. Attend and assist with User Group and City Presentation and Review Meeting
11. Develop Draft Schematic Plan
12. Attend and assist with User Group and City Presentation and Review Meeting
13. Review User Group and City comments and prepare a Final Schematic Plan
14. Develop Preliminary Cost Estimate
15. Submittal preparation and delivery of the Final Schematic Plan and Preliminary Cost Estimate in PDF version to the City for reproduction and distribution for staff review.
16. Attend City staff review meeting to present and review the Final Schematic Plan submittal package.
17. Coordinate the work as required with the City staff.

II. Task 2: Construction Document Package

A. Design Development - 50% Submittal Package:

1. From the Final Schematic plan, develop design plans to a 50% construction document level.
2. This submittal will include the following:
 - a. Cover sheet and project information
 - b. Existing Conditions Plans
 - c. Erosion and Sediment Control Plans
 - d. Demolition Plans
 - e. Grading Plans
 - f. Drainage and Utility Plans
 - g. Layout Plans
 - h. Material/Detail Reference Plans
 - i. Irrigation Plans
 - j. Planting Plans
 - k. Construction Details
 - l. Architectural Plans
 - m. Architectural Details
 - n. Electrical Plans
 - o. Electrical Details
 - p. Structural Plans
3. Progress Report with Materials Cut Sheets
4. Draft Technical Specifications (Division II)
5. Preliminary Statement of Probable Construction Costs
6. Complete In-house Redline / Review Quality Control (QA/QC) process.
7. Submittal preparation and delivery of a CD containing the CAD survey of the park and PDF version of the complete 50% design development plan package, draft specifications and preliminary cost estimate to the City for reproduction and distribution for staff review.
8. Attend City staff review meeting to present and review the 50% submittal package.
9. Coordinate the work as required with the City staff.

B. Construction Documents - 100% Submittal Package:

1. Revise and update the base plans in AutoCAD with 50% review meeting comments.
2. Develop a set of drawings equivalent to 100% construction documentation. Drawings will identify all design elements for review and approval by City. This submittal will include the following:
 - a. Cover sheet and project information
 - b. Existing Conditions Plans
 - c. Erosion and Sediment Control Plans
 - d. Demolition Plans
 - e. Grading Plans
 - f. Drainage and Utility Plans
 - g. Layout Plans
 - h. Material/Detail Reference Plans
 - i. Irrigation Plans
 - j. Planting Plans
 - k. Construction Details
 - l. Architectural Plans
 - m. Architectural Details
 - n. Electrical Plans
 - o. Electrical Details
 - p. Structural Plans
3. Progress Report
4. Technical Specifications (Division II)
5. Statement of Probable Construction Costs
6. Complete In-house Redline / Review Quality Control (QA/QC) process.
7. Submittal preparation and delivery of a CD containing PDF version of the complete 100% improvement plan package, specifications and cost estimate to the City for reproduction and distribution for staff review.
8. Attend City staff review meeting to present and review the 100% submittal package.
9. Coordinate the work as required with the City staff.

C. Construction Documents - Bid Submittal:

1. Review 100% submittal comments from City and incorporate into the final construction document package.
2. Complete the plans, specifications and final construction estimate to a Bid construction document level.
3. Provide QSD work for SWPP
4. Complete In-house Redline / Review Quality Control (QA/QC) process.
5. Submittal preparation and delivery of a CD containing PDF and DWG versions of the complete bid improvement plan package, specifications and cost estimate to the City for reproduction and bidding.
6. Coordinate the work as required with the City staff.

PROJECT TIMELINE

Verde Design proposes the following general timeline for design:

Project Design	Ten Week
Construction Documents - 50% Package:	Four Weeks
Construction Documents - 100%/Bid Package:	Five Weeks

Note: the above timeline does not include any required review time by City staff.

CITY 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 original construction documents, record drawings or as-builts showing park design and underground utilities that may serve anticipated improvements. These may include storm, sanitary sewer, domestic water, electrical, existing irrigation system and location of the irrigation controller, backflow location, size, PSI and GPM for irrigation point of connection.
2. City standard specifications and details
3. City landscape, irrigation and playground materials, equipment standards and guidelines.

SPECIAL PROVISIONS

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.
3. Project design documentation or costing in addition to the scope identified above.
4. Underground Utility Surveys
5. Design work in the public right-of way
6. Any permit preparation or application fees required for this project
7. CEQA, Environmental, or other impact statement documents.
8. QSD work during construction, QSP work and NOI filing

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.

CHANGE IN SERVICES

City 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.

In the event that additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the City after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

PROFESSIONAL COMPENSATION

The fee for the above services is based on the current hourly rate of the office as defined in the attached Charge Rate Schedule. We propose the following fixed fee schedule for the identified design services that will provide the following improvements:

<u>Phase</u>	<u>Fee Amount</u>
Task 1: Project Design:	\$51,495
Task 2: Construction Document Package:	
Design Development - 50% Package	\$46,980
<u>Construction Documents - 100%/Bid Package:</u>	<u>\$75,670</u>
FEE SUBTOTAL:	\$174,145
Optional Service - Bid and Construction Services:	Time & Materials

The above fee includes all reasonable reimbursable expenses that are outlined to be included in the project scope and the provided products. Additional requested reimbursables will be entitled to bill reimbursable expenses as noted on the attached Charge Rate Schedule. Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

Should the project be delayed beyond the agreed upon project schedule by the City to a level that puts the project on hold, a re-start fee may apply. This fee will be determined at that point based on the amount of downtime and additional work required to bring the project on line.

This fee is based on the anticipated work effort that will be required to successfully complete this project. Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

Fees for services outside the scope shown in this proposal will be in addition to the direct labor costs. These may be completed on a time and material basis or negotiated fixed fee at the choice of the City.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the City should deem it necessary or desirable to indefinitely suspend the project.

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

BILLINGS AND PAYMENT

Invoices will be sent by the 10th of the month for work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services. Payment is due and payable within 30 days of the statement date.

If this proposal meets with your approval, please sign and return one original to our office, along with a signed service order. Amy, thank you for the opportunity to work with you and the City of Alameda team on this project.

Respectfully Submitted,
Verde Design, Inc.

PROPOSAL APPROVED BY:
City of Alameda

Derek McKee, RLA
Principal

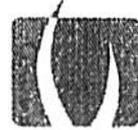
Amy Wooldridge
Director

Date

Cc: Verde Design Distribution

Enclosure: Current Charge Rate Schedule

EXHIBIT A-1



VERDE DESIGN

May 19, 2015

Amy Wooldridge, Director
City of Alameda Recreation & Park Department
2226 Santa Clara Avenue
Alameda, CA 94501

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

SUBJECT: Professional Services for Estuary Park Athletic Field Complex Renovation
Verde Design Project No. 1314703

Dear Ms. Wooldridge,

Verde Design is respectfully submitting the following request for additional services as requested for the Estuary Park Athletic Field Complex Renovation project.

Project Understanding

As we've discussed, the recently-issued Geotechnical Report indicates that the soils on the subject site do not necessarily lend themselves to the use of the most common and conventional foundations types.

Several feet of existing loose fill over significant depth of bay mud at the site precludes significant soil bearing stresses, such that the building loads cannot be supported on conventional spread and continuous footings. It is recommended that these structures be supported on mat-slab foundations over properly-engineered fill. In all cases, the existing loose fills near the surface would be over-excavated and replaced with the compacted, engineered fill.

Additionally, hazardous materials found in the sub-surface soils below the existing fill precludes deeper excavations that would bring contaminated soils to the surface. Thus, conventional Cast-In-Drilled-Hole (CIDH) concrete pier footings, which would extend down into the contaminated soil and bring it above the surface, are not a viable option.

The recommendations for foundations under the building structures, such as the covered, concrete masonry wall Trash Enclosure, would be a relatively thick (approx. 10 inches) mat-slab foundation, with turned-down perimeter edges.

The recommendations for the lighter structures, such as the 20-foot-high poles for the backstops and soccer fences, scoreboard columns, 15-foot-high pathway light poles, basketball backboard poles, football/rugby goal posts and sleeves, and poles for conventional chain-link fences and gates, are that they be supported on shallow spread footings bearing on properly compacted engineered fills. Again, the engineered fill would replace the over-excavated existing loose fills.

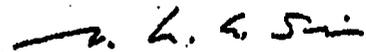
It should be noted that the recommended foundation types for this site, as noted above, will likely require significantly higher volumes of concrete and larger "footprint" areas than would be required for the more conventional foundations, as would be found on sites with more suitable and stable existing soil types.

Due to the recommendations in the geotechnical report recently issued, which require the mat-slab foundations for the building structures, and shallow spread footings for the lighter structures, the time required for the design of these foundations (structural calculations and drawings) is significantly greater than what was reflected in the Structural Engineer's original Fee Proposal.

The design of the foundations for the tall field-lighting poles is typically provided by the sport lighting manufacturer. However, the geotechnical report includes specific foundation recommendation for those light poles, which includes groups of drilled displacement auger piles. Additionally, mat-slab foundations are also recommended for the Concessions and Dugout buildings.

For the additional services of implementing the foundation recommendations contained in the recent Geotechnical Report, we respectfully submit an additional fee of \$11,660 for approval and to be added to our current agreement for the Estuary Park Athletic Field Complex Renovation project. Please sign and return an original copy or signed scanned copy for our records as authorization to proceed with the additional work.

Respectfully Submitted,
Verde Design Inc.

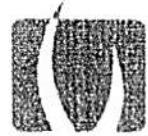


Corbin M.E. Schneider, RLA, PIC, CLIA
Associate

Approved:
City of Alameda


Amy Woodrigger, Director

cc: Verde Design Distribution



VERDE DESIGN

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

May 8, 2015

Amy Wooldridge
Interim Assistant City Manager
City of Alameda Recreation & Park Department
2226 Santa Clara Avenue
Alameda, CA 94501

SUBJECT: Professional Services for Estuary Park Athletic Field Complex Renovation
Request for Additional Services – Site Plan Changes and Re-design
Verde Design Project No. 1314702

Dear Ms. Wooldridge,

Verde Design is respectfully submitting the following request for additional services as requested for the Estuary Park Athletic Field Complex Renovation project.

Project Understanding

Due to the addition of parking stalls and the expansion of the parking lot, the site plan and design has changed and each sheet of the phase 2 plans and some of the phase 1 plans will require redesign and revisions. Regarding these additional services, Verde Design is providing this Request for Additional Services.

For these additional services we respectfully submit an additional fee of \$8,130 for approval and to be added to our current agreement for the Estuary Park Athletic Field Complex Renovation project. Please sign and return an original copy or signed scanned copy for our records as authorization to proceed with the additional work.

Respectfully Submitted,
Verde Design Inc.

Corbin M.E. Schneider, RLA, PIC, CLIA
Associate

Approved:
City of Alameda

Amy Wooldridge, Interim Assistant City Manager

cc: Verde Design Distribution



VERDE DESIGN

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

December 8, 2014

Amy Wooldridge, Director
City of Alameda Recreation & Park Department
2226 Santa Clara Avenue
Alameda, CA 94501

SUBJECT: Professional Services for Estuary Park Athletic Field Complex Renovation
Verde Design Project No. 1314700-1414

Dear Ms. Wooldridge,

Verde Design is respectfully submitting the following request for additional services as requested for the Estuary Park Athletic Field Complex Renovation project.

Project Understanding

Due to the on-site hazardous soils conditions, the required process for handling these soils during the geohazard investigation and environmental soil screening, and as a result of discussions between the City and Chris Ciechanowski of Cleary Consultants, Inc. regarding these additional services and additional fees, Verde Design is providing this Request for Additional Services.

For these additional services we respectfully submit an additional fee of \$15,510 for approval and to be added to our current agreement for the Estuary Park Athletic Field Complex Renovation project. Please sign and return an original copy or signed scanned copy for our records as authorization to proceed with the additional work.

Respectfully Submitted,
Verde Design Inc.

Corbin M.E. Schneider, RLA, PIC, CLIA
Associate

Approved:
City of Alameda

Amy Wooldridge, Director

cc: Verde Design Distribution

Exhibit B-1

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2015

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	\$195.00 per hour
Project Manager/Construction Manager	
Level Four	\$180.00 per hour
Level Three	\$160.00 per hour
Level Two	\$145.00 per hour
Level One	\$130.00 per hour
IT Manager	\$150.00 per hour
CAD Manager	\$130.00 per hour
Project Designer	\$125.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$120.00 per hour
Draftsperson Level II	\$105.00 per hour
Draftsperson Level I	\$100.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 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

Total fee is not to exceed \$35,500 for the three additional services requests.

OLICY NUMBER 605016326 ✓

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS -- SCHEDULED PERSON 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 and commissions, officers, 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".

CITY OF ALAMEDA
Risk Management
 Date 6-17-15
Lucretia Akil, City Risk Manager

Client#: 14483

VERDEDESI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2015

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 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, P. O. Box 12675, Oakland, CA 94604-2675, 510 465-3090. CONTACT NAME: Jo Lusk, PHONE: 510 465-3090, FAX: 510 452-2193, E-MAIL ADDRESS: jlusk@dealeyrenton.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Catlin Insurance Company, Inc., NAIC #: 19518. INSURED: Verde Design, Inc., 2455 The Alameda, Suite 200, Santa Clara, CA 95050.

COVERAGES

CERTIFICATE NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability.

CITY OF ALAMEDA Risk Management. Date 6-17-15. Lucretia Akil, City Risk Manager.

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

Re: All Operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda, Amy Wooldridge, 2226 Santa Clara Avenue, 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

Signature of authorized representative.