FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT of the AGREEMENT, entered into this 1st day of September 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Ruggeri – Jensen – Azar, a California corporation, whose address is 4690 Chabot Drive, Suite 200, Pleasanton, CA 94588, (hereinafter referred to as "RJA" or "Provider"), 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. The U.S. Army Corps of Engineers ("Army Corps") has offered to transfer fee title of the Alameda side of the Oakland Inner Harbor Title Canal ("Tidal Canal") to the City.

C. The City desires to accept the offer of transfer under certain terms and conditions and immediately transfer its interest in the Tidal Canal to an identified set of potential purchasers who are the residential and commercial owners of adjacent properties.

D. In order to facilitate the immediate subsequent transfers, the City proposes to subdivide (prior to the close of escrow and on behalf of the Army Corps), the Tidal Canal into approximately 108 separate parcels. The City will then accept the transfer of the 108 parcels from the Army Corps and immediately transfer most, if not all of them, to the potential purchasers.

E. The City is in need of a surveyor to provide survey and mapping services in connection with the tentative and final map applications acquisitions for the Tidal Canal as briefly described above (the "**Project**").

F. After an informal solicitation process, the City selected RJA to provide survey and mapping services. RJA possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

G. On October 20, 2015 a contract was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$198,000.00.

H. RJA is specially trained, experienced and competent to perform the special services which will be required by this Agreement. RJA 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 RJA desire to enter into an amendment to the Agreement for survey and mapping services in connection with the Project.

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

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

The term of this Amendment shall commence on the 1st day of September 2016, and shall terminate on the 28th day of February, unless terminated earlier as set forth herein.

2. Paragraph 3 of the Agreement is modified to read as follows:

RJA shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit B and B-1 and incorporated herein by this reference. 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 Tidal Canal Project fund.

Payment will be made by the City in the following manner: During the first week of each month, RJA shall submit a written estimate of the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A unless mutually agreed upon in writing. Extra work must be approved in writing by the City prior to performance and shall be paid on a Time and Material basis using the Exhibit B and B-1 schedule.

The total maximum compensation under this Amendment shall not exceed \$20,000, for a total compensation not to exceed \$218,000.

3. 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

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

RUGGERI – JENSEN – AZAR A California Corporation

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Joseph N. Azar President CA R.C.E. No.: 44628

CITY OF ALAMEDA A Municipal Corporation

Jill Keimach City Manager

APPROVED AS TO FORM: City Attorney

Andrico Q. Penick 12/20/16 Assistant City Attorney

Eddie Sieu Principal CA R.C.E. No.: 44189

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August 24, 2015

Mr. Andrico Penick Assistant City Attorney City of Alameda 2263 Santa Clara Avenue, Room #283 Alameda, CA 94501

RE: Engineering Scope of Work and Compensation to support the Oakland Inner Harbor Property Transfer.

Dear Andrico:

Enclosed are the Scope of Work and Compensation amounts to provide engineering services for the above-referenced project.

If these are acceptable to you, they will become part of the contract, which we will be preparing using a format acceptable to both of us.

Please call me if you have any guestions or need more information.

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EXHIBIT "A" SCOPE OF WORK

This Scope of Work is prepared for the City of Alameda (Client) by Ruggeri-Jensen-Azar (Consultant).

Scope of Work

This Scope of Work is based on the direction and information received at the initial Team meeting held at City Hall on Monday August 17, 2015.

I. BASIC SERVICES

A. <u>Topographic Map / Color Ortho-rectified Photographs</u>

The Consultant will prepare a topographic map of the property to be transferred that is located within the City limits of Alameda. This topographic map will be prepared at design quality scale of 1"=40' plotting only horizontal features at this time necessary in assisting with the preparation of the property line base map. The aerial flight will cover the entire canal limits – the Oakland side as well as the City of Alameda side. The orthorectified photographs shall include both Oakland and City of Alameda canal limits.

B. Supplemental Topo

The Consultant will field survey existing improvements to supplement the topo mapping in areas under tree cover, as required, to assist in the preparation of the property line base map. We have budgeted 100 hours of a 2-Person Survey Crew's time for this task. Any additional hours will be billed as extra per the attached Rate and Expense Schedules, Exhibit B-1.

C. Property Line Base Map

The Consultant will prepare a property line base map combined of resolved and record property lines to support the preparation of the tentative map & tract map & ultimate property transfers. This work will require title report(s) w/ supporting documents of the subject properties to be provided by the Client. Locating easements is not a part of this scope of work at this time.

D. <u>Tentative Map</u>

The Consultant will prepare a tentative map (including minor revisions) in accordance with City standard requirements and the Subdivision Map Act.



E. <u>Tentative Map Submittal / Application</u>

The Project Manager will be responsible for coordinating and assembling the submittal documents which will include the appropriate planning and engineering documents for submission to the City.

F. Final Map

The tract will be the subject of a single final subdivision map. The Consultant shall prepare the final subdivision map (including minor revisions) in conformance with the requirements of the Alameda County and the State Subdivision Map Act, suitable for recordation. Included in the preparation of the Final Map shall be a review of the title report and legal description of the property provided by the Client.

G. Meetings and Coordination

The Consultant will attend meetings and coordinate with Client, other consultants, public agencies, and title company during the improvement plans processing. We have budgeted up to 40 hours of Project Manager's time for this task. Any additional meetings will be billed per the attached Rate and Expense Schedule, Exhibit B-1.

II. ADDITIONAL SERVICES

The services to be provided under the terms of this Scope of Work are explicitly those detailed herein. All items of work not expressly described in the Scope of Work shall be deemed "Additional Services" and compensation therefore shall be as set forth in Exhibit "B."

III. WORK NOT INCLUDED

The following items of work are specifically excluded from this Scope of Work:

- 1. Major revisions to the tentative map documents after the first submittal.
- 2. Major revisions to the final map after first submittal.
- 3. Additional work related to review of title and supporting deed, easement, USACE documents, transfer deed support, etc.
- 4. Any coordination with BCDC.
- 5. Any coordination with the States Land Commission.
- 6. Surveying support after final map recordation.

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EXHIBIT "B" COMPENSATION

City of Alameda (Client) shall compensate Ruggeri-Jensen-Azar (Consultant) for the performance of the work described in Exhibit" A" and such additions as may be made hereto pursuant to Paragraph II of Exhibit "A," as hereafter set forth.

I. <u>Compensation</u>

Compensation for this project will be on a Fixed Fee basis as follows:

Α.	Topographic Map / Ortho-rectified Photographs	\$23,000
В.	Supplemental Topo (budget)	\$24,000
	Property Line Base Map	
	Tentative Map	
	Tentative Map Submittal/Application	
	Final Map	
	Meetings and Coordination	
		Total: \$198,000

II. Other Items

A. Compensation for Additional Services:

Compensation for additional services will be made in accordance with the Rate and Expense Schedules per Exhibit "B-1" attached hereto.

B. Compensation for Reproduction Work:

Reproduction work will be billed at actual Third Party Costs.

C. Wage Increase:

The fee for any work under Paragraph I of Exhibit "A" will be performed on a fixed fee or at an hourly rate per Exhibit "B-1" up to December 31, 2015. The fee for work which has been authorized and could not be reasonably completed prior to December 31, 2015 shall annually on January 1 be increased proportionately to the increases in costs incurred by Ruggeri-Jensen-Azar for labor and expenses. The maximum increase on compensation after December 31, 2015 shall not exceed 5% per year for services covered by this Scope of Work.

D. Invoices:

Invoices shall be rendered at the end of each month for each phase of the work, for that portion of the work completed in the prior calendar month, and shall be payable within 30 days.

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EXHIBIT "B-1" RATE AND EXPENSE SCHEDULES (Effective through December 31, 2015)

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HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

<u>Classification</u>	Rate
Senior Project Manager	\$208.00
Project Manager	
Senior: Engineer, Surveyor, Planner	
Associate: Engineer, Surveyor, Planner	
Engineer, Surveyor, Planner	
Assistant: Engineer, Surveyor, Planner	
Senior Designer/Technician	
Technician	
Assistant Technician	
Project Coordinator	
Administrative Assistant	
Clerical	
Field Survey Manager	
1-Person Survey Crew	
2-Person Survey Crew	
3-Person Survey Crew	
Principal	
Deposition/Court Appearance	rates are available upon request

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DESCRIPTIONS (Continued from Page 1)

included as Additional Insured for General and Automobile Liability. Insurance is primary and a Cross Liability Clause applies per policy form. A Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation. POLICY NUMBER: 6802120L852

COMMERICAL GENERAL LIABILITY ISSUE DATE: 06/19/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Alameda

Alameda City Hall Attn: Andrico Penick

2263 Santa Clara Avenue, Rm 280

PROJECT/LOCATION OF COVERED OPERATIONS:

SCHEDULE OF ADDITIONAL INSUREDS CONTINUED: City of Alameda, City, its City Council, boards, commissions, officials, employees, and volunteers Insured.

PROVISIONS

A The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury", 'property damage" or 'personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- C. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury' for which that person or organization has assumed liability in a contract or agreement. The insurance provided to such additional insured is limited as follows:

- This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that 'contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV): However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under

this CITY OF ALAMEDA Risk Management Lucretia Akil, City Risk Manager

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COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement effective 06/19/2016	
Named Insured Ruggeri-Jensen-Azar	Countersigned by Michele

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

SCHEDULE OF ADDITIONAL INSUREDS CONTINUED: City of Alameda, City, its City Council, boards, commissions, officials, employees, and volunteers Insured.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CITY OF ALAMEDA Y OF ALAINA Risk Management 12-20-16 City Risk Manager Lucretia Akil,

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Ruggeri-Jensen-Azar

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB3766T417

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

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.

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 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

Job Description:

SCHEDULE CONTINUED: City of Alameda, City, its City Council, boards, commissions, officials, employees, and volunteers

City of Alameda Alameda City Hall Attn: Andrico Penick 2263 Santa Clara Avenue, Rm 280

Y OF ALAMEDA Risk Management A 2-20-Up ja Akil, City Risk Manager Lucretia Akil,

DATE OF ISSUE: 09/01/2016