

FIFTH AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of _____ 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Russell Resources, Inc.**, a California corporation, whose address is 440 Nova Albion Way, San Rafael, CA 94903, (hereinafter referred to as ("Consultant")), is made with reference to the following:

RECITALS:

A. On January 1, 2013, an agreement was entered into by and between City and Consultant (hereinafter "Agreement") with compensation not to exceed **\$70,000.00**.

B. On June 19, 2013, an amendment to agreement was entered into by and between City and Consultant (hereinafter "Amendment to Agreement") with compensation not to exceed **\$144,500.00**.

C. On April 14, 2014, an amendment to agreement was entered into by and between City and Consultant (hereinafter "Second Amendment to Agreement") with compensation not to exceed **\$183,500.00**.

D. On May 19th, 2015, an amendment to agreement was entered into by and between City and Consultant (hereinafter "Third Amendment to Agreement") with compensation not to exceed **\$157,500.00**.

E. On June 7th 2016, an amendment to agreement was entered into by and between City and Consultant (hereinafter "Fourth Amendment to Agreement") with compensation not to exceed **\$121,900.00**.

F. 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. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this agreement shall commence on the 1st day of January 2013, and shall terminate on the 30th day of June 2018, unless terminated earlier as set forth herein."

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibits "A", "A-1", "A-2" "A-3", "A-4" and "A-5" which are attached hereto and incorporated herein by this reference."

3. Paragraph 3 ("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 \$70,000.00 as set forth in Exhibit "A", in the amount not to exceed \$144,500.00 as set forth in Exhibit "A-1", in the amount not to exceed \$183,500 as set forth in Exhibit "A-2", in the amount not to exceed \$157,500 as set forth in Exhibit "A-3", in the amount not to exceed \$121,900 as set forth in Exhibit A-4, and in the amount not to exceed \$102,500.00 for a total of \$779,900 which are attached hereto and incorporated herein by this reference."

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 following page

Russell Resources, Inc.



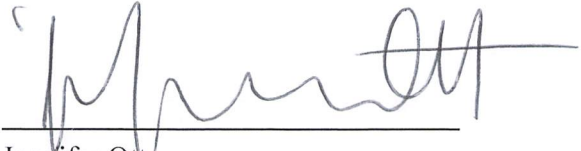
Peter Russell
President

2/14/17

CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Director, Base Reuse and Transportation Planning

APPROVED AS TO FORM:



Janet C. Kern
City Attorney

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2017

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 Attn: RBC Oakland, CA 94604-2675 510 465-3090	CONTACT NAME:	
	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
INSURED Russell Resources, Inc. 440 Nova Albion Way San Rafael, CA 94903	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Admiral Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
24856		

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		FEIECC1218804	01/05/2017	01/05/2018	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractor's <input type="checkbox"/> Prof. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	POLLUTION Liab. Claims-Made				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

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

General Liability policy excludes claims arising out of the performance of professional services.

All operations of the named insured.

GENERAL LIABILITY ADDITIONAL INSURED: City of Alameda, Community
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Economic Development Dept. Attn: Susan Kelly 2263 Santa Clara Ave., Rm 120 Alameda, CA 94501-7552	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 <i>Naomi M. Barrett</i>
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DESCRIPTIONS (Continued from Page 1)

Improvement Commission and Alameda Reuse and Redevelopment Authority

Insurance is Primary & non-contributory, per policy wording



**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**


This endorsement, effective 01/05/2017 attaches to and forms a part of Policy Number
FEIECC1218804 . This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

CITY OF ALAMEDA
Risk Management
 Date 2-21-17
Lucretia Akil, City Risk Manager



Russell Resources, Inc.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement, effective 1/5/17 attaches to and forms a part of Policy Number FEIECC1218804. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda

Economic Development Dept.


Attn: Susan Kelly

2263 Santa Clara Ave., Rm 120

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

ECC-319-0712

CITY OF ALAMEDA
Risk Management
 Date 2-21-17
Lucretia Akil, City Risk Manager