

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Service Provider the Agreement is entered into this _____ day of _____, 2019, by and between the City of Alameda, a municipal corporation ("**City**"), and Marcy Wong & Donn Logan Architects, a California general partnership, whose address is 800 Bancroft Way, Suite 200, Berkeley, 94710 ("**Provider**"), is made with reference to the following:

RECITALS:

A. On March 6, 2018, a Service Provider Agreement was entered into by and between City and Provider ("**Agreement**") in an amount not to exceed \$1,604,676 with a contingency for optional services in the amount of \$100,059, for a total not to exceed sum of \$1,704,735.

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

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby accepted, it is mutually agreed by and between the undersigned parties as follows:

1. Compensation to Provider; Paragraph 3.

The last sentence of Paragraph 3.a" of the Agreement is deleted in its entirety. Paragraph 3.b of the Agreement is deleted in its entirety and replaced with the following:

"Compensation to Provider.

Total compensation for work under the Agreement is **\$1,814,356 with a contingency for additional or optional services of \$131,511, for total compensation under the Agreement not to exceed \$1,945,867.** Use of the contingency, as described above, shall require written authorization of the City Manager or his/her designee."

2. Revised Proposal for A&E Services.

The Agreement is hereby amended to include Exhibit A attached hereto and incorporated herein by reference.

3. Provider's Name. The Agreement stated Provider's name incorrectly and the parties desire to correct this scrivener's error. Provider's name is hereby corrected to be Marcy Wong & Donn Logan Architects, and Provider agrees that such correction is deemed effective as of the date of the Agreement. Moreover, Provider confirm that the Agreement remains in full force and affect and ratifies the Agreement and all actions taken in connection therewith from and after the date of the Agreement.

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.

MARCY WONG & DONN LOGAN
ARCHITECTS
a California partnership

CITY OF ALAMEDA,
a municipal corporation

Name _____
Title _____

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:

Debbie Potter
Director of Community Development

APPROVED AS TO FORM:
City Attorney

Lisa Nelson Maxwell
Assistant City Attorney

August 19, 2019

Michelle Giles, Redevelopment Project Manager
City of Alameda - Base Reuse Department
2263 Santa Clara Avenue, Room 130
Alameda, CA 94501

VIA EMAIL: mgiles@alamedaca.gov

RE: Proposal for Additional Design Scope of Work- Seaplane Lagoon Ferry Terminal Project

Dear Ms. Giles,

As you are aware, the scope of the Seaplane Lagoon Ferry Terminal design has expanded due to both past design changes and additional services requests as well as new regulatory requirements that are anticipated to require services beyond those outlined in our March 6, 2018 Service Provider Agreement with the City. This letter requests an increase in the Maximum Total Compensation in that agreement.

A. Changes to the scope of services that have occurred to date include the items listed below which were estimated to represent approximately **\$272,000** in additional services expenditures to date.

1. Creation of advanced float procurement package per the City's request.
2. Design changes requested by BCDC Staff after BCDC Design Review approval.
3. Design changes requested by the City including the addition of EV charging Stations.
4. Design changes requested by AMP after electrical design was completed.
5. Design changes requested by WETA after structural design was completed.
6. Canopy redesign in response to Historic Advisory Board preferences.
7. Design Changes and additional services related to the value engineering.
8. Creation of an additional land-side submittal for the City Planning Board.
9. Additional specialty consultants not in original scope including Historic Preservation and Fire Code Consultants.
10. Coordination with City's Hazardous Materials Consultant regarding Navy monitoring wells, construction activities and Perf permit.
11. Preparation of materials to obtain a Marine Mammal Protection Act Incidental Harassment Authorization as required by the National Marine Fisheries Service
12. Preparation of a Temporary Impacts Monitoring Plan as required by the Regional Water Quality Control Board
13. Additional biological and hydro-acoustic monitoring as required by the Regional Water Quality Control Board (in progress.)

B. Additional Service fee requests received to date from subconsultant team reflect the anticipated additional funding required to complete the project based on the project status on August 1, 2019.

BKF	\$50,000
COWI North America Inc	\$35,000
H.T. Harvey & Associates	\$102,180
The Engineering Enterprise	\$8,500
Groundworks	\$5,000
Horton Lees Brogden	\$5,000
TOTAL ABOVE:	\$209,680

C. Total Requested increase in the Contract Maximum- (Item B only plus 15% contingency)-

Suconsultant Requests (item B above)	\$209,680
Contingency (15%)	\$31,452
TOTAL REQUEST (Not to Exceed Maximum)	\$241,132

The Architect and sub consultant firms shall continue to invoice based only on the actual task hours and expenses expended and without mark-up on the subconsultants, therefore, the actual cost to the City may be less than the amount of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kent Royle", with a stylized flourish at the end.

Kent Royle
Principal, Marcy Wong Donn Logan Architects