

SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 20th day of July 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Carlson, Barbee & Gibson, Inc.**, a California corporation, whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

- A. On February 7, 2014, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").
- B. On July 7, 2015, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").
- C. 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 19th day of February 2014, and shall terminate on the 31st day of December 2017, 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", and "A-2" 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 \$158,000.00 as set forth in Exhibit "A", in the amount not to exceed \$151,500.00 as set forth in Exhibit "A-1", and in the amount not to exceed \$169,000.00 as set forth in Exhibit "A-2", for a total of \$478,500 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.

Carlson, Barbee & Gibson, Inc.

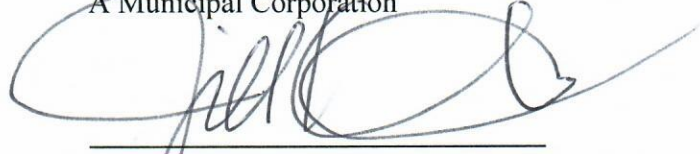
 6-17-16

By: Andrea J. Bellanca
Title: Vice President

 6-17-16

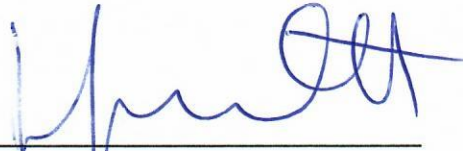
By: Angelo J. Obertello
Title: Secretary / Treasurer

CITY OF ALAMEDA
A Municipal Corporation



Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Director of Base Reuse

APPROVED AS TO FORM:



Farimah Brown
Senior Assistant City Attorney



June 2, 2016
Job No.: 1087-010

Proposal to Provide
Civil Engineering and Surveying Services

**Alameda Point
2016 / 2017 Tasks
Alameda, California**

Description of Work

I. Task 1 – Storm Drain Line G Property Transfer

A. Navy Conveyance

1. Finalize the Line G Navy Conveyance Areas
 - a. Confirm the limits of the Navy Property to be conveyed to the City of Alameda for the Line G corridor.
 - b. Establish the proposed parcels to be created within the Line G Conveyance Areas based on direction from the Navy, City and Environmental Consultants.
 - c. Update previously prepared Navy Conveyance exhibits, as necessary.
2. Legal Descriptions and Plat Maps (Assume 2)
 - a. Prepare a legal description and plat map describing the Line G Navy Conveyance Parcel(s).
3. Meetings and Processing
 - a. Prepare miscellaneous exhibits and perform miscellaneous tasks, as requested by Client.
 - b. Prepare modifications to exhibits, legal descriptions and plat maps, as requested by Client.
 - c. Attend meetings and assist Client in processing legal descriptions with Navy, Attorneys, City of Alameda representatives, and Title Company.

Description of Work

- B. States Lands Exchange
 - 1. Finalize the Line G Exchange Areas
 - a. Update the previously prepared State Lands Exchange Exhibits (Overall, Phase 1 and Phase 2) depicting Agreed Trust Lands, Trust Addition Lands, Agreed Non-Trust Lands, and Trust Termination Lands to be consistent with Final Navy Phase 1, 2, and Line G property transfers and Federally Retained Lands boundaries.
 - b. Provide exhibits to legal counsel, State Lands Commission staff, and other relevant agencies, revise as needed.
 - 2. Line G Exchange Legal Descriptions and Plat Maps
 - a. Prepare three legal descriptions and plat maps of the following areas:
 - i. Line G NAS Alameda Property
 - ii. Line G Trust Termination Lands
 - iii. Line G Agreed Trust Lands
 - b. Revise and process plats and legal descriptions to legal counsel, State Lands Commission Staff, and other relevant agencies as needed.
 - 3. Line G Exchange Record of Survey
 - a. Prepare a Record of Survey of the Phase 2 Exchange in accordance with City of Alameda, County of Alameda and State Lands Commission requirements. The Record of Survey shall:
 - i. be based on field surveys;
 - ii. show the boundaries of the Trust Addition Lands, Trust Termination Lands, Agreed Trust Lands and Agreed Non-Trust Lands conveyed in Closing Line G transfer;
 - iii. establish the physical location of boundaries and define same with sufficient controlling monuments appropriately placed;
 - b. Set monuments and property corners (assume a maximum of 4 monuments will be set).

Description of Work

4. Meetings and Processing
 - a. Prepare miscellaneous exhibits and perform miscellaneous tasks, as requested by Client.
 - b. Prepare modifications to exhibits and provide additional tasks, as requested by Client.
 - c. Attend meetings and assist Client in processing plans with SLC, Title Company, Attorneys, City of Alameda representatives.

II. Task 2 – Master Infrastructure Plan Implementation

A. Miscellaneous Engineering Tasks and Exhibits

1. Perform miscellaneous tasks and prepare miscellaneous exhibits as requested by Client, including but not limited to:
 - Assist with implementation efforts of the Master Infrastructure Plan (MIP);
 - Review potential development proposals for consistency with the MIP;
 - Analyze phasing opportunities;
 - Prepare Infrastructure Cost Estimates;
 - Prepare miscellaneous exhibits;
 - Attend meetings;
 - Coordinate with City Staff and other consultants.

III. Task 3 – Site A Engineering Review Related Tasks

A. Miscellaneous Engineering Tasks and Review

1. Perform miscellaneous tasks and review various engineering related items associated with Site A as requested by Client, including but not limited to:
 - Assist with implementation efforts of the Master Infrastructure Plan (MIP);
 - Review development plans, technical documents, improvement plans, etc. for consistency with the MIP;
 - Prepare miscellaneous exhibits;
 - Attend meetings;
 - Coordinate with City Staff and other consultants.

Description of Work

IV. Reimbursables

- A. Printing and Computer Plots.
- B. Delivery Services and UPS.
- C. Acquisition of Record Materials.
- D. Mileage, Tolls and Parking

V. Assumptions

- A. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2017. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.

VI. Exclusions

- A. Preliminary Title Report.
- B. Design or staking of any improvements.
- C. Inspection services.



Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

June 2, 2016
Job No.: 1087-010

Budget

Alameda Point 2016 / 2017 Tasks Alameda, California

<u>Description of Work</u>	<u>Budget</u>
I. Task 1 - Line G Tidelands Trust Exchange	
A. Navy Conveyance	
1. Finalize the Line G Navy Conveyance Areas	\$ 1,500
2. Legal Descriptions and Plat Maps	\$ 2,500
3. Meetings and Processing	\$ 2,000
B. State Lands Exchange	
1. Finalize the Line G Exchange Areas	\$ 2,000
2. Line G Exchange Legal Descriptions and Plat Maps	\$ 5,000
3. Line G Exchange Record of Survey	\$ 10,000
4. Meetings and Processing	\$ 3,000
Subtotal Task 1	\$ 26,000
II. Task 2 - Master Infrastructure Plan Implementation	
A. Miscellaneous Engineering Tasks and Exhibits	
Subtotal Task 2	\$ 60,000
III. Task 3 - Site A Engineering Review Related Tasks	
A. Miscellaneous Engineering Tasks and Review	
Subtotal Task 3	\$ 80,000
IV. Reimbursables Budget (Cost + 10%)	\$ 3,000
Total	\$ 169,000

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2017. The estimated fee amounts are for budget purposes only. Certain line items may be exceeded; the total estimated fee will not be exceeded without authorization.



Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2017

Engineering

Project Manager	\$190 - \$200
Senior Engineer	\$185 - \$200
Project Engineer	\$170
Design Engineer	\$155
Associate Engineer	\$140
Assistant Engineer	\$120

Planning

Senior Planner	\$175
----------------------	-------

Surveying

Survey Manager	\$200
Senior Surveyor	\$180
Project Surveyor	\$170
Office Surveyor	\$155
Party Chief	\$170
Chainman	\$85

Drafting

CAD Technician	\$125 - \$135
----------------------	---------------

Administration

Clerical	\$60
Reimbursables	Cost + 10%

Management

Principal	\$230
-----------------	-------