

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this ____ day of March, 2023, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and **CARLSON, BARBEE & GIBSON, INC.**, a California corporation, whose address is 2633 Camino Ramon, Suite 350, San Ramon, California, 94583 (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On October 17, 2017, an agreement was entered into by and between City and Service Provider (hereinafter "Agreement") for phased infrastructure design services in the Reuse Area of Alameda Point in the amount of \$1,122,055. The agreement furthered stipulated the Public Works Director may submit written notice that the Agreement can be extended for a one time three year term.

B. On June 19, 2021, the original agreement was amended by and between the City and Provider (hereinafter "First Amendment") to add contractual term between October 18, 2020 to October 18, 2023.

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

NOW, THEREFORE, it is mutually agreed by and between the 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 October 17, 2017, and shall terminate on the 31st day of December 2028, unless terminated earlier as set forth herein.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A-2 as requested. The Provider acknowledges that the work plan included in Exhibit A-2 is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B-2 and incorporated herein by this reference. Extra work