

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 7th day of July 2015, 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. 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 2016, 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" and "A-1", 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:

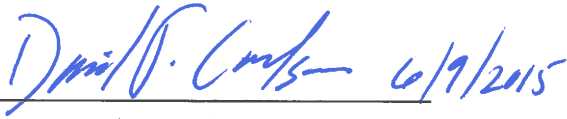
"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$158,000.00 as set forth in Exhibit "A", and in the amount not to exceed \$151,500.00 as set forth in Exhibit "A-1", for a total of \$309,500 which are attached hereto and incorporated herein 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.

CITY OF ALAMEDA
A Municipal Corporation

 6/9/2015

By: David P. Carlson
Title: President

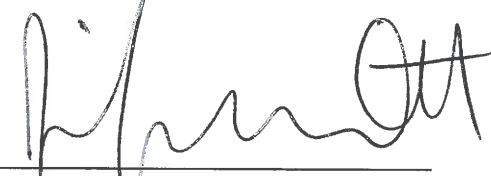


Elizabeth D. Warmerdam
Interim City Manager

 6/9/2015

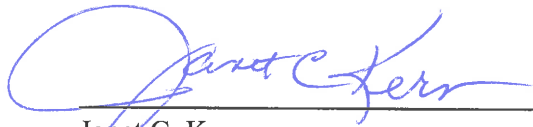
By: Angelo J. Obertello
Title: Secretary

RECOMMENDED FOR APPROVAL:

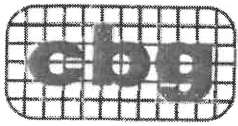


Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:



Janet C. Kern
City Attorney



May 7, 2015
Job No.: 1087-010
Revised: June 4, 2015

Budget
**Alameda Point
2015 Tasks
Alameda, California**

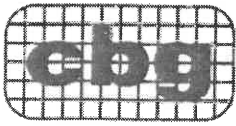
<u>Description of Work</u>	<u>Budget</u>
I. Task 1 - Phase 2 Tidelands Trust Exchange	
A. Finalize the Phase 2 Exchange Areas	\$ 5,000
B. Phase 2 Exchange Legal Descriptions and Plat Maps	\$ 10,000
C. Phase 2 Exchange Record of Survey	\$ 17,500
D. Meetings	\$ 5,000
Subtotal Task 1	\$ 37,500
II. Task 2 - Additional Outfall Permitting Assistance	
A. Update Stormwater Management Plan	\$ 9,000
B. Additional Application Processing Assistance	\$ 3,000
C. Meetings and Coordination	\$ 3,000
D. Revisions and Processing	\$ 5,000
Subtotal Task 2	\$ 20,000
III. Task 3 - Master Infrastructure Plan Implementation	
A. Miscellaneous Tasks and Exhibits	\$ 25,000
Subtotal Task 3	\$ 25,000
IV. Task 4 - Alameda Point Engineering Related Tasks	\$ 45,000
A. Miscellaneous Engineering Tasks and Review	
B. Meetings and Coordination	
Subtotal Task 4	\$ 45,000

Alameda Point
Page 2 of 2

May 7, 2015
Job No.: 1087-010
Revised: June 4, 2015

<u>Description of Work</u>	<u>Estimated Fee</u>
V. Task 5 - WETA Facility - Engineering Related Tasks	\$ 20,000
A. Miscellaneous Engineering Tasks and Review	
B. Meetings and Coordination	
	Subtotal Task 5 \$ 20,000
VI. Reimbursables Budget (Cost + 10%)	\$ 4,000
	Total \$ 151,500

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2016. 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

May 7, 2015
Job No.: 1087-010
Revised: June 4, 2015

Proposal to Provide
Civil Engineering and Surveying Services

**Alameda Point
2015 Tasks
Alameda, California**

Description of Work

I. Task 1 – Phase 2 Tidelands Trust Exchange

A. Finalize the Phase 2 Exchange Areas

1. 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 property transfers and Federally Retained Lands boundaries.
2. Provide exhibits to legal counsel, State Lands Commission staff, and other relevant agencies, revise as needed.

B. Phase 2 Exchange Legal Descriptions and Plat Maps

1. Prepare five legal descriptions and plat maps of the following areas:
 - a. Phase 2 NAS Alameda Property
 - b. Phase 2 Trust Addition Lands
 - c. Phase 2 Trust Termination Lands
 - d. Phase 2 Agreed Trust Lands
 - e. Phase 2 Non-Trust Lands
2. Revise and process plats and legal descriptions to legal counsel, State Lands Commission Staff, and other relevant agencies as needed.

Description of Work

- C. Phase 2 Exchange Record of Survey
 - 1. 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:
 - a. be based on field surveys;
 - b. show the boundaries of the Trust Addition Lands, Trust Termination Lands, Agreed Trust Lands and Agreed Non-Trust Lands conveyed in Closing Phase 2;
 - c. establish the physical location of boundaries and define same with sufficient controlling monuments appropriately placed;
 - 2. Set monuments and property corners (assume a maximum of 6 monuments will be set).
- D. Meetings and Processing
 - 1. Prepare miscellaneous exhibits and perform miscellaneous tasks, as requested by Client.
 - 2. Prepare modifications to exhibits and provide additional tasks, as requested by Client.
 - 3. Attend meetings and assist Client in processing plans with SLC, Navy, Title Company, Attorneys, City of Alameda representatives.

II. Task 2 – Additional Outfall Permitting Assistance

- A. Update Stormwater Management Plan
 - 1. Update the Preliminary Stormwater Management Plan based on the feedback from RWQCB.
 - 2. Prepare a Stormwater Quality Schematic Figures for the project site depicting the anticipated stormwater facilities within each sub district. The figures will also depict how the stormwater facilities will be incrementally implemented within Alameda Point to comply with the Municipal Regional Permit (MRP) and additional commitments.

Description of Work

B. Additional Application Processing Assistance

1. Assist the team in processing the application, preparation of maps and figures and other elements of the application as needed.

C. Meetings and Coordination

1. Attend meetings and coordination with the Consultant Team as requested.

D. Revisions and Processing

1. Prepare revisions and assist with processing of revisions as requested.

III. **Task 3 – Master Infrastructure Plan Implementation**

A. Miscellaneous Task 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.

Description of Work

IV. Task 4 – Alameda Point Engineering Related Tasks

A. Miscellaneous Engineering Tasks and Review

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

B. Meetings and Coordination

1. Attend meetings, participate in teleconferences, and assist Client with coordination and consultation as requested.

V. Task 5 – WETA Facility – Engineering Related Tasks

A. Miscellaneous Engineering Tasks and Review

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

B. Meetings and Coordination

1. Attend meetings, participate in teleconferences, and assist Client with coordination and consultation as requested.

Description of Work

VI. Reimbursables

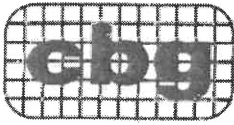
- A. Printing and Computer Plots.
- B. Delivery Services and UPS.
- C. Acquisition of Record Materials.
- D. Mileage, Tolls and Parking

VII. Assumptions

- A. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2016. 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.

VIII. Exclusions

- A. Preliminary Title Report.
- B. Design or staking of any improvements.
- C. Plan checking or inspection services.



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2016

Engineering

Project Manager	\$180 - \$195
Senior Engineer	\$175 - \$195
Project Engineer	\$165
Design Engineer	\$150
Associate Engineer	\$135

Planning

Senior Planner	\$175
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Surveying

Survey Manager	\$195
Senior Surveyor	\$175
Project Surveyor	\$165
Office Surveyor	\$150
Party Chief	\$165
Chainman	\$85

Drafting

CAD Technician	\$120 - \$130
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Administration

Clerical	\$60
Reimbursables	Cost + 10%

Management

Principal	\$225
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