

SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this _____ 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.

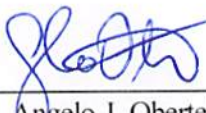
Carlson, Barbee & Gibson, Inc.

CITY OF ALAMEDA
A Municipal Corporation

 6-17-16


By: Andrea J. Bellanca
Title: Vice President

Jill Keimach
City Manager

 6-17-16


By: Angelo J. Obertello
Title: Secretary / Treasurer

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Director of Base Reuse

APPROVED AS TO FORM:



Farimah Brown
Senior Assistant City Attorney



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

CIVIL ENGINEERS • SURVEYORS • PLANNERS

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
-----------------	-------



CARLBAR-01

FRENCHD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2015

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 License # 0E67768 IOA Insurance Services 4350 La Jolla Village Drive Suite 900 San Diego, CA 92122	CONTACT NAME: Danielle French	
	PHONE (A/C, No, Ext): (619) 574-6220 FAX (A/C, No): (619) 574-6288	
	E-MAIL ADDRESS: Danielle.French@ioausa.com	
INSURED Carlson, Barbee & Gibson, Inc. 2633 Camino Ramon, Suite 350 San Ramon, CA 94583	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: RLI Insurance Company	13056
	INSURER B: The Hanover Insurance Company	22292
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Insd/Prim/WOS <input checked="" type="checkbox"/> Form# PPB3040212 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001384	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> 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	X	X	PSA0001204	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0001537	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Prof. Liab/Clims Made			LH3903390906	09/01/2015	09/01/2016	Per Claim 2,000,000
B	<input checked="" type="checkbox"/> \$75K Ded. Per Clm			LH3903390906	09/01/2015	09/01/2016	Aggregate 4,000,000

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

CIC, City of Alameda, its City Council, boards, commissions, officials, employees and volunteers are Additional Insureds on a Primary and Non-Contributory basis with respect to General Liability and Auto Liability as required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract. For Professional Liability, the aggregate limit is the total insurance available for all covered claims within a policy period. 30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CITY OF ALAMEDA
Risk Management

CERTIFICATE HOLDER

CANCELLATION

 Date: 6-28-16 Lucretia Akil, City Risk Manager	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Alameda Susan Fassiotto 2263 Santa Clara Avenue, Room 120 Alameda, CA 94501	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf: ✓

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

The following is added to **SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II - LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

CITY OF ALAMEDA
Risk Management

 Date 6-28-16
Lucretia Akil, City Risk Manager

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – LIABILITY Coverage, Paragraph A.1. Who Is An Insured Provision**:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision**:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or

"loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";