

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this ____ day of _____, 2017, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and **CARLSON, BARBEE & GIBSON, INC.**, a California corporation, whose address is 2633 Camino Ramon, Suite 350, San Ramon, California, 94583 (the "Provider"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of phased infrastructure design services in the Reuse Area of Alameda Point. City staff issued a Request for Proposal on July 20, 2017 and after a submittal period of 21 days received two timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for phased infrastructure design services in the Reuse Area of Alameda Point, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 18th day of October 2017, and shall terminate on the 18th day of October 2020, unless terminated earlier as set forth herein.

The Public Works Director may submit written notice that the Agreement can be extended for a one time three year term and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

2. SERVICES TO BE PERFORMED:

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 as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

- 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 as set

forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is \$975,700., with a 15% contingency in the amount of \$146,355., **for a total not to exceed of \$1,122,055.** Use of contingency shall be for items outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex,

age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$1,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon

reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Erin Smith, Acting Deputy Director of Public Works
Ph: (510) 747-7938; esmith@alamedaca.gov

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Carlson, Barbee & Gibson, Inc.
ATTENTION: Angelo Obertello
2633 Camino Ramon, Suite 350
San Ramon, CA 94583
Ph: (925) 866-0322 x268
AObertello@cbandg.com

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by

private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

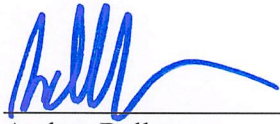
25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CARLSON, BARBEE & GIBSON, INC.
A California corporation



Andrea Bellanca
Vice President

CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager



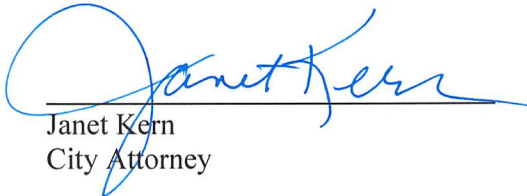
Angelo Obertello
Secretary / Treasurer

RECOMMENDED FOR APPROVAL



Liam Garland
Acting Public Works Director

APPROVED AS TO FORM:
City Attorney



Janet Kern
City Attorney



Project Plan Introduction

The implementation of the proposed water infrastructure within the Reuse Areas of Alameda Point must follow a careful plan to adhere to the Water Infrastructure Agreement executed between the City of Alameda and EBMUD. The Agreement outlines the milestones required and related timelines in order address both the City's and EBMUD's processes and regulations. CBG was directly involved in the planning of these milestones and development of the proposed water infrastructure phased projects. Accordingly, CBG keenly understands the requirements of the Agreement. The project plan and scope of services that CBG has outlined in this proposal is focused and tailored to achieve these milestones.

A critical component that CBG's Design Team will maintain as a focus is assisting the City with assembling the required EBMUD Water Service Applications for each tenant and user affected by each phase of the water infrastructure project. This will require working closely with the City, the City's property managers and the tenants to ensure each water connection is correctly characterized and planned prior to EBMUD's review and processing. Similarly, CBG will work with the Alameda Fire Department to document the required fire protection measures for the historical buildings within the Reuse Areas that are served by the proposed water infrastructure. The design criteria established through these focused efforts are of critical importance for both the City and EBMUD to understand the water delivery requirements within each phase and to each user. CBG understands that the project construction costs and related fees are greatly affected by this design criteria. CBG will maintain the appropriate oversight to manage expectations and efficiently manage the project criteria to control unnecessary cost overruns.

In addition to the water infrastructure, CBG understands that the other future backbone infrastructure within the areas of the water infrastructure need to be planned appropriately. We have assembled a multi-discipline Design Team to ensure all of the appropriate expertise are represented in this infrastructure planning. This is an important component of this design process, ensuring the City's ability to feasibly implement the full replacement of backbone infrastructure within the Reuse Areas. This same Design Team has the experience and capability to take forward a full design and preparation of construction documents for the entire backbone infrastructure systems, should the City determine that is desired.

The project plan and CBG's approach is to include a number of design coordination and tenant outreach meetings as there are a number of affected parties that need to be engaged as part of this project. CBG's approach to consistently engage and address concerns of the various utility agencies and tenants will be imperative to professionally represent the City in this endeavor to provide its community sustainable water infrastructure.

Lastly, CBG and its Design Team is actively working on a number of complex mixed-use redevelopment projects in the Bay Area, including other military base reuse projects and other projects that require the installation of EBMUD water infrastructure. CBG understands the process of designing infrastructure in these conditions and has incorporated this understanding to the following project plan and scope of services. The following scope of services applies to all three phases planned for the water infrastructure. The associated fee estimate has been provided in phases so that the City can evaluate and proceed with some or all of these phases.



Project Plan

Scope of Services

TASK 1 – PRELIMINARY DESIGN

Task 1.1 Agency Kickoff Meetings – CBG will meet with City staff to review the project scope and schedule, existing base map material provided by the City, design assumptions, and other design issues. A field walk of the project area will be conducted with City Staff. Following the meeting with City Staff, CBG will meet with EBMUD, AMP and the Alameda Fire Dept. to review the details of the planned project and gather an understanding of each agencies requirements and sensitivities relative to this project.

Task 1.2 Utility Locating – Subtronics will use ground penetrating radar to identify the locations of existing underground utilities within the project areas.

Task 1.3 Project Design Criteria Documentation – CBG will review the schematic plans previously assembled for the water infrastructure relative to input received at the Agency kick-off meetings. CBG will also review the results of the City-commissioned existing water system mapping. CBG will update the Water System Schematic plans for Phases 1, 2 and 3 to reflect the input received, newer mapping, and utility locating. Also, CBG will prepare a project design criteria outline including the anticipated fire flow requirements, proposed fire hydrant locations, anticipated potable, fire and irrigation service locations for the City's, Alameda Fire Dept. and EBMUD's review.

Deliverables: Updated Water System Schematic and Design Criteria Outline.

Task 1.4 Geotechnical Report – ENGEO will explore and characterize the subsurface conditions of the project site based on their database of historic subsurface data and previous site characterizations. They will prepare a geotechnical investigation and provide recommendations for groundwater and geotechnical mitigations, trench sections, and pavement sections.

Deliverables: Geotechnical Report.

Task 1.5 Supplemental Field Survey – CBG will perform an additional field survey of the project area to supplement the existing aerial topography provided by the City. The field survey will include locating physical improvements and facilities that may impact the project design.

Task 1.6 Right of Way Mapping – CBG will calculate the existing and proposed street right-of-ways based on existing records and the MIP. Through our past surveying efforts on behalf of the City at Alameda Point, CBG has already performed a field boundary survey and verified existing property corners and monuments. CBG will assemble a Right of Way Exhibit which will show existing right of ways, property lines and proposed right-of-ways to be established within the project boundaries. CBG will review the proposed right of ways and associated street sections with City Staff to confirm they are acceptable or adjust as needed.

Deliverables: Boundary Survey Exhibit.

Task 1.7 Backbone Infrastructure Layout – CBG, Schaaf & Wheeler, and Balance Hydrologics will utilize the MIP and all other available information regarding the existing utility systems to prepare a layout of the proposed backbone infrastructure systems within the areas of the proposed water infrastructure. This layout will be preliminary and demonstrate the feasibility of the future installation of the other backbone infrastructure systems.



Project Plan

Task 1.8 Draft Water Service Application Coordination – CBG will work with City Staff and property managers to assemble the required information for each potable and fire service required to be reconnected for each phase of water infrastructure. This will include a summary of water fixtures, estimated daily water usage and required fire flow for each tenant space or unoccupied building. CBG will incorporate this information into drafts of the EBMUD Water Service Application for the City, Alameda Fire Dept. and EBMUD review.

Deliverables: Draft Water Service Applications

Task 1.9 Preliminary Design Exhibits – CBG will prepare Preliminary Design Exhibits for Phases 1, 2 and 3 that will include all of the information assembled through the tasks described above. This preliminary plan will depict the proposed potable and fire water services to each building, the proposed fire hydrant and irrigation services, as well as the existing water facilities that will be removed or abandoned with this project. Any potential points of conflict and associated solutions will be presented in the Preliminary Design Plan. This preliminary design plan will be the basis for EBMUD's Mainline Extension Application.

Deliverables: Preliminary Design Exhibits

Task 1.10 Preliminary Design Review Meetings – CBG will meet with City staff and EBMUD to review comments and suggestions on the Preliminary Design Plan and draft Water Service Applications. These will be incorporated as appropriate.

Task 1.11 Tenant Outreach Meetings – CBG will meet with City staff and tenants to present the water infrastructure improvements, potential impacts to the tenants and review of the water service applications for each tenant.

Task 1.12 EBMUD Mainline Extension Application – CBG will assemble and submit the required materials for the EBMUD Mainline Extension Application. This will include the following items:

- EBMUD Mainline Extension Application
- Preliminary Design Exhibits
- Boundary Survey Exhibits
- Soil Management Plan (Previously Prepared by Others)
- Draft Water Service Applications

Milestone #1 – Submittal of EBMUD Mainline Extension Application

Task 1.13 Preliminary EBMUD Design Review Meeting and Assistance – Once EBMUD completes their preliminary water system design and water service estimate, CBG will review and meet with EBMUD to discuss their materials. CBG will assist the City with evaluating the requirements of the EBMUD design and mainline extension agreements.



Project Plan

TASK 2 – MAINLINE EXTENSION CONSTRUCTION DOCUMENTS (75%, 95%, AND 100%)

Construction Plans, Specifications, and Cost Estimates will be provided for each plan review submittal. Plan Review Submittals will be done at the 75%, 95%, and 100% review levels. The following will be included with each design milestone:

- 75% Design and Preliminary Estimate
- 95% Design, Specifications, and Estimate
- 100% Final Plans, Specifications, and Detailed Estimate

Task 2.1 Improvement Plans – CBG will prepare a 1"=40' scale Improvement Plan in accordance with the City of Alameda and EBMUD requirements. The Improvement Plans will include plan and profile sheets for the water main installations, potable water, fire water, irrigation services, fire hydrant locations, and details.

Deliverables: Four (4) sets of constructions documents in hard copy format. Specifications and Estimates will be provided to the City in both hard copy and electronic format.

Task 2.2 Existing Utility Potholing – CBG will arrange for critical existing utility conflict locations within the project area to be potholed (assume 5 potholes per phase). A field survey will be conducted to identify the elevations of the existing utilities to ensure the design accuracy for critical vertical separation to the proposed water facilities. CBG will utilize the Underground Service Alert to locate all utilities within this area. Then the appropriate application for Right of Entry will be processed with City and Subtronics will expose the existing utilities.

Task 2.3 Erosion Control Plan / Storm Water Pollution Prevention Plan – CBG will prepare an Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) in accordance with the City of Alameda requirements. Plans will include water pollution control practices for erosion and sediment, construction activities, and post-construction storm water management.

Deliverables: SWPPP and Erosion Control Plan

Task 2.4 Water Mainline Cost Estimates – The Design Team will prepare an Engineer's Estimate of Construction Cost for the installation of the water infrastructure based on submitted plans at 75%, 95%, and 100%.

Deliverables: Water Main Cost Estimates at 75%, 95% and 100%

Task 2.5 Specifications – The Design Team will prepare Specifications based on submitted plans at 90% and 100%.

Deliverables: Specifications at 75%, 95% and 100%

Task 2.6 Plan Check Meetings and Coordination – The Design Team will meet with City Staff to discuss comments on the submitted plans at 75%, 95%, and 100%. CBG will coordinate with the various affected agencies and utility companies to obtain plan approval.



Project Plan

Task 2.7 EBMUD Mainline Extension Agreement – CBG will assemble the required materials necessary to accompany the City's executed mainline extension agreement. These materials will facilitate EBMUD's completion of their mainline extension design plans. The materials to be assembled include:

- Approved Improvement Plans
- Draft Record of Survey

Milestone #2 – Submittal of Executed EBMUD Mainline Extension Agreement

TASK 3 – RIGHT-OF-WAY MAPPING

Task 3.1 Right-of-Way Legal Descriptions – CBG will prepare plat maps and legal descriptions of the proposed street rights-of-ways that have not already been formally established within the project areas. The City will use these descriptions to accompany right-of-way dedications that will be executed by the City Council and recorded to document the public rights-of-way. These documents will need to include EBMUD's required language for access to maintain and operate their water infrastructure and value engineering.

Deliverables: Legal Descriptions of Proposed Rights-of-Way

Task 3.2 Record of Survey – CBG will prepare a Record of Survey depicting the rights-of-way established with this project. The Record of Survey will be processed and recorded with Alameda County.

Deliverables: Record of Survey of Proposed Rights-of-Way

TASK 4 – WATER SERVICE COORDINATION

Task 4.1 Water Service Applications – CBG will work with City Staff and property managers to finalize the Water Service Applications for each potable and fire service that were drafted as part of Task 1.8.

Deliverables: Water Service Applications

Task 4.2 Water Service Cost Estimates – The Design Team will prepare an Engineer's Estimate of for the water service installations and related EBMUD SCC & WCC fees.

Deliverables: Water Service Cost Estimates

Task 4.3 City and Tenant Meetings – CBG will meet with City staff and tenants to present the final water service applications, estimated related costs and confirm that the information correctly represents the tenants' water usage and needs.

Task 4.4 EBMUD Submittal – CBG will assemble the required materials for each EBMUD Water Service Application for the potable and fire services required to be reconnected to the proposed water infrastructure.

Milestone #3 – Submittal of EBMUD Water Service Applications

Task 4.5 Meetings and Coordination with EBMUD – CBG will meet with City staff and EBMUD to review the Water Service Applications. CBG will coordinate with the City and EBMUD to provide additional information requests EBMUD has in order to process the Water Service Applications.

Task 4.6 Assistance with Review of Water Service Agreements – Once EBMUD completes their Water Service Agreements, CBG will review the Agreements and assist the City and tenants with understanding the requirements associated with executing the Agreements.



TASK 5 – BID ASSISTANCE / CONSTRUCTION SUPPORT

Milestone #4 – Receive EBMUD Mainline Design

Task 5.1 Review EBMUD's Mainline Design Plans – Once EBMUD completes their Mainline Design Plans, CBG will review the plans for consistency with the project Construction Documents. CBG will work with the City and EBMUD to address and final coordination items. CBG will incorporate the Mainline Design Plans into the Construction Documents and Bid Packages.

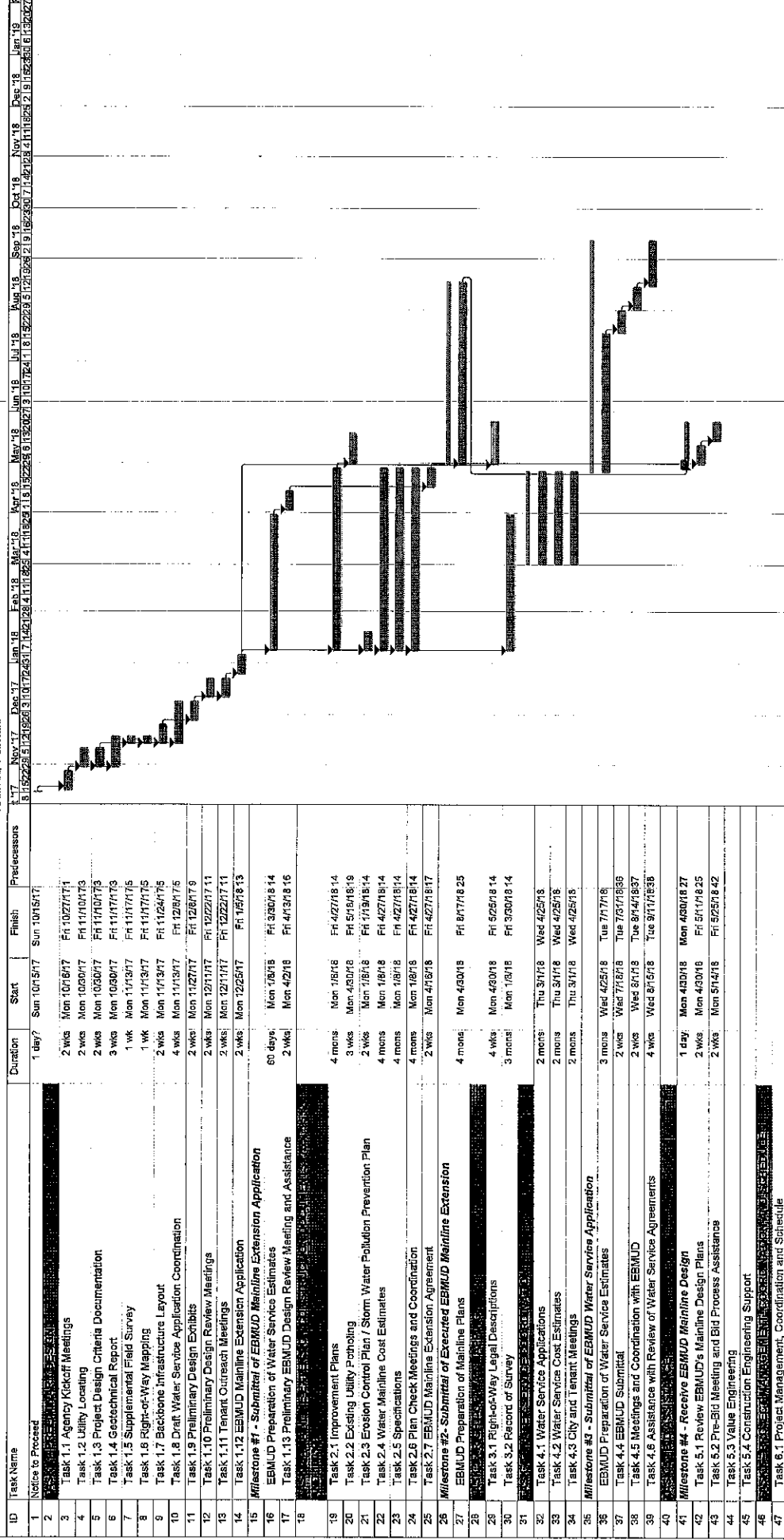
Task 5.2 Pre-Bid Meeting and Bid Process Assistance – CBG will attend the Pre-Bid Conference, respond to questions from potential bidders, and assist the City with bid evaluations as requested.

Task 5.3 Value Engineering – CBG will provide the City and EBMUD recommended value engineering opportunities based on the bid results and construction documents.

Task 5.4 Construction Engineering Support – Provide engineering support during construction to resolve any issues and changes throughout the duration of the project.

TASK 6 – PROJECT MANAGEMENT, COORDINATION AND SCHEDULE

Task 6.1 Project Management, Coordination, and Schedule – CBG will manage the Design Team, facilitate communication with City Staff, and maintain the project schedule throughout the duration of the project.





Statement of Exceptions

Consultant Agreement for Civil Design Services

We have reviewed the City's Standard Consultant Agreement and the only requested change we are making is Section 10.A.(3) of the Agreement – CBG's automotive combined single limit is \$1,000,000.

Project Assumptions

1. The proposed water mains will not require any relocations of other existing utilities.
2. Engineer will prepare one set of construction documents for each phase.
3. The City will pay all agency application permit and EBMUD fees.
4. The project schedule is dependent on City and EBMUD review. The schedule will be adjusted to account for any extensions in review time.
5. City will provide the required information regarding environmental remediation of soils within the project limits as required by EBMUD.
6. City will provide fixture unit counts within each tenant space or unoccupied building.
7. EBMUD will prepare Water System Plans.

Project Exclusions

1. Any design beyond the scope of services including, but not limited to, structural design of thrust blocks and fire flow analysis.
2. Phasing Plans.
3. Landscape or irrigation plans.
4. Monumentation of unmarked property lines.
5. Construction staking and construction administration.
6. Cathodic protection system inspection and report.



Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

Exhibit B

TASK	DESCRIPTION	PHASE 1	PHASE 2	PHASE 3
I	Task 1: Preliminary Design			
	Task 1.1 Agency Kickoff Meetings	\$ 3,440	\$ 1,720	\$ 1,720
	Task 1.2 Utility Locating	\$ 24,940	\$ 19,940	\$ 11,940
	Task 1.3 Project Design Criteria Documentation	\$ 6,240	\$ 6,980	\$ 3,220
	Task 1.4 Geotechnical Report	\$ 22,500	\$ -	\$ -
	Task 1.5 Supplemental Field Survey	\$ 4,960	\$ 4,960	\$ 2,880
	Task 1.6 Right of Way Mapping	\$ 4,140	\$ 4,140	\$ 2,960
	Task 1.7 Backbone Infrastructure Layout	\$ 12,140	\$ 10,620	\$ 9,100
	Task 1.8 Draft Water Service Application Coordination	\$ 12,560	\$ 11,640	\$ 6,900
	Task 1.9 Preliminary Design Exhibits	\$ 7,880	\$ 6,440	\$ 4,660
	Task 1.10 Preliminary Design Review Meetings	\$ 2,580	\$ 1,720	\$ 1,720
	Task 1.11 Tenant Outreach Meetings	\$ 3,440	\$ 3,440	\$ 3,440
	Task 1.12 EBMUD Mainline Extension Application	\$ 5,640	\$ 4,740	\$ 3,220
	Task 1.13 Preliminary EBMUD Design Review Meeting and Assistance	\$ 1,720	\$ 1,720	\$ 1,720
II	Task 2: Mainline Extension Construction Documents (75%, 95%, and 100%)			
	Task 2.1 Improvement Plans	\$ 72,600	\$ 60,400	\$ 45,620
	Task 2.2 Existing Utility Pothing	\$ 10,080	\$ 10,080	\$ 10,080
	Task 2.3 Erosion Control Plan / Storm Water Pollution Prevention Plan	\$ 6,580	\$ 4,640	\$ 3,920
	Task 2.4 Water Mainline Cost Estimates	\$ 7,880	\$ 7,420	\$ 5,380
	Task 2.5 Specifications	\$ 9,880	\$ 5,400	\$ 4,220
	Task 2.6 Plan Check Meetings and Coordination	\$ 10,320	\$ 6,880	\$ 5,040
	Task 2.7 EBMUD Main Line Extension Agreement	\$ 2,520	\$ 2,520	\$ 2,520
III	Task 3: Right-of-Way Mapping			
	Task 3.1 Right-of-Way Legal Descriptions	\$ 10,520	\$ 7,640	\$ 6,280
	Task 3.2 Record of Survey	\$ 20,120	\$ 17,080	\$ 14,920
IV	Task 4: Water Service Coordination			
	Task 4.1 Water Service Applications	\$ 13,240	\$ 7,520	\$ 5,180
	Task 4.2 Water Service Cost Estimates	\$ 8,800	\$ 6,440	\$ 4,020
	Task 4.3 City and Tenant Meetings	\$ 3,440	\$ 3,440	\$ 3,440
	Task 4.4 EBMUD Submittal	\$ 5,540	\$ 4,740	\$ 3,220
	Task 4.5 Meetings and Coordination with EBMUD	\$ 6,880	\$ 3,960	\$ 3,960
	Task 4.6 Assistance with Review of Water Service Agreements	\$ 3,440	\$ 3,440	\$ 1,720
V	Task 5: Bid Assistance and Construction Support			
	Task 5.1 Review EBMUD's Mainline Design Plans	\$ 3,960	\$ 3,960	\$ 3,160
	Task 5.2 Pre-Bid Meeting and Bid Process Assistance	\$ 3,320	\$ 2,520	\$ 2,520
	Task 5.3 Value Engineering	\$ 3,960	\$ 3,960	\$ 2,700
	Task 5.4 Construction Engineering Support	\$ 16,000	\$ 10,960	\$ 7,920
VI	Task 6: Project Management, Coordination, and Scheduling			
	Task 6.1 Project Management, Coordination, and Schedule	\$ 23,600	\$ 19,120	\$ 13,280
VII	Task 7: Complete Backbone Infrastructure Construction Documents			
	Task 7.1 Construction Documents for Phase 1 Complete Backbone Infrastructure	\$ 114,900	\$ -	\$ -
VIII	Reimbursable Costs (50%)			
	Total	\$ 481,720	\$ 280,080	\$ 247,480

Exhibit B

TASK	DESCRIPTION	CBG Personnel / Estimated Hours										Subconsultants					
		Principal	Project Manager	Survey Manager	Survey Crew	Senior Engineer	Office Supervisor	Project Engineer	Hours	Labor		ENGEO		SUBTRONIC CORPORATION	SCHAAF & WHEELER	BALANCE HYDROLOGICS	GIACALONE DESIGN SERVICES, INC.
	Direct Labor Rate	\$ 25,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 18,000	\$ 18,000	\$ 15,500									Phase 1 Total
	Task 1.1 Agency Kickoff Meetings	3	3						15	\$ 3,440							\$ 3,440
	Task 1.2 Utility Locating								8	\$ 3,440							\$ 24,940
	Task 1.3 Project Design Criteria Documentation	15	15			16		3	44	\$ 8,240				\$ 23,500			\$ 8,240
	Task 1.4 Geotechnical Report								0	\$ -			\$ 22,500				\$ 22,500
	Task 1.5 Supplemental Field Survey								20	\$ 4,960							\$ 4,960
	Task 1.6 Right of Way Mapping	2	2		16				22	\$ 4,140							\$ 4,140
	Task 1.7 Backbone Infrastructure Layout	4	4			24			40	\$ 7,640							\$ 12,140
	Task 1.8 Draft Water Service Application Coordination	16	16			16		16	64	\$ 12,560				\$ 1,500			\$ 12,560
	Task 1.9 Preliminary Design Exhibits	3	3			16		16	44	\$ 7,880							\$ 7,880
	Task 1.10 Preliminary Design Review Meetings	3	3						12	\$ 2,580							\$ 2,580
	Task 1.11 Tenant Outreach Meetings	3	3						16	\$ 3,440							\$ 3,440
	Task 1.12 EBMUD Mainline Extension Application	2	2						30	\$ 5,540							\$ 5,540
	Task 1.13 Preliminary EBMUD Design Review Meeting and Assistance	4	4						8	\$ 1,720							\$ 1,720
		50	30			100		160	400	\$ 72,600							\$ 72,600
	Task 2.1 Improvement Plans								12	\$ 2,880				\$ 7,200			\$ 10,080
	Task 2.2 Existing Utility Pot-holing	2	2					24	38	\$ 6,580							\$ 6,580
	Task 2.3 Erosion Control Plan / Storm Water Pollution Prevention Plan	44	44			16		16	44	\$ 7,880							\$ 7,880
	Task 2.4 Water Mainline Cost Estimates								52	\$ 9,880							\$ 9,880
	Task 2.5 Specifications	4	4			22		22	48	\$ 10,320							\$ 10,320
	Task 2.6 Plan Check Meetings and Coordination	2	2						13	\$ 2,520							\$ 2,520
	Task 2.7 EBMUD Main Line Extension Agreement	2	2						12	\$ 2,560							\$ 2,560
		2	2						56	\$ 10,520							\$ 10,520
	Task 3.1 Right-of-Way Legal Descriptions	2	2					20	108	\$ 20,120							\$ 20,120
	Task 3.2 Record of Survey	3	3		16			20									\$ 30,960
		12	40					16	68	\$ 13,240							\$ 13,240
	Task 4.1 Water Service Applications	3	3			16		16	48	\$ 8,900							\$ 8,900
	Task 4.2 Water Service Cost Estimates	3	3						16	\$ 3,440							\$ 3,440
	Task 4.3 City and Tenant Meetings	2	2						30	\$ 5,540							\$ 5,540
	Task 4.4 EBMUD Submittal	3	3						32	\$ 6,360							\$ 6,360
	Task 4.5 Meetings and Coordination with EBMUD	3	3						16	\$ 3,440							\$ 3,440
	Task 4.6 Assurance with Review of Water Service Agreements	2	2						20	\$ 3,960							\$ 3,960
		2	3						20	\$ 3,960							\$ 3,960
	Task 5.1 Review EBMUD's Mainline Design Plans	2	2						16	\$ 3,320							\$ 3,320
	Task 5.2 Pre-Bid Meeting and Bid Process Assistance	2	2						20	\$ 3,960							\$ 3,960
	Task 5.3 Value Engineering	3	3						80	\$ 16,000							\$ 16,000
	Task 5.4 Construction Engineering Support	16	40			24											\$ 27,240
		40	50		12				112	\$ 23,600							\$ 23,600
	Task 6.1 Project Management, Coordination, and Schedule	7															\$ 23,600
		50	100			160		160	480	\$ 87,400				\$ 10,000	\$ 17,500	\$ 114,900	\$ 114,900
	Task 7.1 Construction Documents for Phase 1 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.2 Construction Documents for Phase 2 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.3 Construction Documents for Phase 3 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.4 Construction Documents for Phase 4 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.5 Construction Documents for Phase 5 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.6 Construction Documents for Phase 6 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.7 Construction Documents for Phase 7 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.8 Construction Documents for Phase 8 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.9 Construction Documents for Phase 9 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.10 Construction Documents for Phase 10 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.11 Construction Documents for Phase 11 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.12 Construction Documents for Phase 12 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.13 Construction Documents for Phase 13 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.14 Construction Documents for Phase 14 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.15 Construction Documents for Phase 15 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.16 Construction Documents for Phase 16 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.17 Construction Documents for Phase 17 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.18 Construction Documents for Phase 18 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.19 Construction Documents for Phase 19 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.20 Construction Documents for Phase 20 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.21 Construction Documents for Phase 21 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.22 Construction Documents for Phase 22 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.23 Construction Documents for Phase 23 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.24 Construction Documents for Phase 24 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.25 Construction Documents for Phase 25 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.26 Construction Documents for Phase 26 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.27 Construction Documents for Phase 27 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.28 Construction Documents for Phase 28 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.29 Construction Documents for Phase 29 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.30 Construction Documents for Phase 30 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.31 Construction Documents for Phase 31 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.32 Construction Documents for Phase 32 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.33 Construction Documents for Phase 33 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.34 Construction Documents for Phase 34 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.35 Construction Documents for Phase 35 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.36 Construction Documents for Phase 36 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.37 Construction Documents for Phase 37 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.38 Construction Documents for Phase 38 Complete Backbone Infrastructure																\$ 17,500
		120	400		24	200		800									\$ 17,500
	Task 7.39 Construction Documents for Phase 39 Complete Backbone Infrastructure																

Exhibit B

TASK	DESCRIPTION	CBG Personnel / Estimated Hours										Subconsultants			
		Principal	Project Manager	Survey Manager	Survey Crew	Senior Engineer	Office Surveyor	Project Engineer	Hours	Labor	ENGEO	SUBTRONIC CORPORATION	SCHAAF & WHEELER	BALANCE HYDROLOGICS	
	Direct Labor Rate	\$ 230,000	\$ 200,000	\$ 200,500	\$ 760,000	\$ 180,000	\$ 780,000	\$ 25,500						Phase 2 Total	
	Task 1.1 Agency Kickoff Meetings								8	\$ 1,720				\$ 1,720	
	Task 1.2 Utility Locating								8	\$ 1,740				\$ 1,740	
	Task 1.3 Project Design Criteria Documentation								38	\$ 6,980	\$ 18,500			\$ 19,940	
	Task 1.4 Geotechnical Report								0	\$ -				\$ -	
	Task 1.5 Supplemental Field Survey								-1	\$ -				\$ -	
	Task 1.6 Right of Way Mapping								20	\$ 4,960				\$ 4,960	
	Task 1.7 Backbone Infrastructure Layout								22	\$ 4,140				\$ 4,140	
	Task 1.8 Draft Water Service Application Coordination								32	\$ 6,120				\$ 6,120	
	Task 1.9 Preliminary Design Exhibits								60	\$ 11,540	\$ 3,000	\$ 1,500		\$ 15,040	
	Task 1.10 Preliminary Design Review Meetings								36	\$ 6,460				\$ 6,460	
	Task 1.11 Tenant Outreach Meetings								8	\$ 1,720				\$ 1,720	
	Task 1.12 EBMUD Mainline Extension Application								16	\$ 3,440				\$ 3,440	
	Task 1.13 Preliminary EBMUD Design Review Meeting and Assistance								26	\$ 4,740				\$ 4,740	
									8	\$ 1,720				\$ 1,720	
	Task 2.1 Improvement Plans	10	30			30		100	340	\$ 60,400				\$ 60,400	
	Task 2.2 Existing Utility Porchling								12	\$ 2,880				\$ 2,880	
	Task 2.3 Erosion Control Plan / Storm Water Pollution Prevention Plan	2	3			3		16	26	\$ 4,540	\$ 7,200			\$ 10,080	
	Task 2.4 Water Mainline Cost Estimates	2	3			3		16	42	\$ 7,420				\$ 7,420	
	Task 2.5 Specifications	2	3			3		16	28	\$ 5,400				\$ 5,400	
	Task 2.6 Plan Check Meetings and Coordination	15	15			15		60	32	\$ 6,880				\$ 6,880	
	Task 2.7 EBMUD Main Line Extension Agreement	3	3			3		12	12	\$ 2,520				\$ 2,520	
	Task 3.1 Right-of-Way Legal Descriptions	3	3			3		12	40	\$ 7,540				\$ 7,540	
	Task 3.2 Record of Survey	12	12			12		48	92	\$ 17,080				\$ 17,080	
	Task 4.1 Water Service Applications	3	3			3		12	40	\$ 7,520				\$ 7,520	
	Task 4.2 Water Service Cust. Estimates	3	3			3		12	36	\$ 6,440				\$ 6,440	
	Task 4.3 City and Tenant Meetings	3	3			3		12	16	\$ 3,440				\$ 3,440	
	Task 4.4 EBMUD Submittal	2	3			3		12	25	\$ 4,740				\$ 4,740	
	Task 4.5 Meetings and Coordination with EBMUD	3	3			3		12	20	\$ 3,560				\$ 3,560	
	Task 4.6 Assistance with Review of Water Service Agreements	3	3			3		12	16	\$ 3,440				\$ 3,440	
	Task 5.1 Review EBMUD's Mainline Design Plans	3	3			3		12	20	\$ 3,560				\$ 3,560	
	Task 5.2 Pre-Bid Meeting and Bid Process Assistance	2	3			3		12	12	\$ 2,520				\$ 2,520	
	Task 5.3 Value Engineering	2	3			3		12	20	\$ 3,960				\$ 3,960	
	Task 5.4 Construction Engineering Support	3	3			3		12	56	\$ 10,960				\$ 10,960	
	Task 6.1 Project Management, Coordination, and Schedule	24	50	3		3		30	92	\$ 19,120				\$ 19,120	
	Subtotal Task 1 - Task 6 (Plus Reimbursables)	196	377	24	244	80		1270	\$ 782,240	\$ 1,000	\$ 35,000	\$ 3,000	\$ 1,500	\$ 790,000	

Exhibit B

TASK	DESCRIPTION	CBG Personnel / Estimated Hours							Subconsultants						
		Principal	Project Manager	Survey Manager	Survey Crew	Senior Engineer	Office Surveyor	Project Engineer	Hours	Labor	ENGEO	SUBTRONIC CORPORATION	SCHAFF & WHEELER	BALANCE HYDROLOGICS	
	Direct Labor Rate	\$ 25,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000						Phase 3 Total	
	Task 1.1 Agency Kickoff Meetings								8	\$ 1,720				\$ 1,720	
	Task 1.2 Utility Locating								8	\$ 1,720				\$ 1,720	
	Task 1.3 Project Design Criteria Documentation								18	\$ 3,220		\$ 10,500		\$ 11,940	
	Task 1.4 Geotechnical Report								0	\$ -				\$ 3,220	
	Task 1.5 Supplemental Field Survey								12	\$ 2,880				\$ 2,880	
	Task 1.6 Right of Way Mapping								16	\$ 2,960				\$ 2,960	
	Task 1.7 Backbone Infrastructure Layout								24	\$ 4,600				\$ 4,600	
	Task 1.8 Draft Water Service Application Coordination								36	\$ 6,900		\$ 3,000	\$ 1,500	\$ 9,100	
	Task 1.9 Preliminary Design Exhibits								26	\$ 4,660				\$ 6,900	
	Task 1.10 Preliminary Design Review Meetings								8	\$ 1,720				\$ 4,660	
	Task 1.11 Tenant Outreach Meetings								16	\$ 3,440				\$ 1,720	
	Task 1.12 EBMUD Mainline Extension Application								18	\$ 3,220				\$ 3,440	
	Task 1.13 Preliminary EBMUD Design Review Meeting and Assistance								8	\$ 1,720				\$ 3,220	
														\$ 1,720	
	Task 2.1 Improvement Plans								264	\$ 45,520				\$ 45,520	
	Task 2.2 Existing Utility Perholing								12	\$ 2,880		\$ 7,200		\$ 10,080	
	Task 2.3 Erosion Control Plan / Storm Water Pollution Prevention Plan								22	\$ 3,920				\$ 3,920	
	Task 2.4 Water Mainline Cost Estimates								30	\$ 5,360				\$ 5,360	
	Task 2.5 Specifications								22	\$ 4,220				\$ 4,220	
	Task 2.6 Plan Check Meetings and Coordination								24	\$ 5,040				\$ 5,040	
	Task 2.7 EBMUD Main Line Extension Agreement								12	\$ 2,520				\$ 2,520	
	Task 3.1 Right-of-Way Legal Descriptions								44	\$ 8,280				\$ 8,280	
	Task 3.2 Record of Survey								80	\$ 14,920				\$ 14,920	
	Task 4.1 Water Service Applications								28	\$ 5,180				\$ 5,180	
	Task 4.2 Water Service Cost Estimates								22	\$ 4,020				\$ 4,020	
	Task 4.3 City and Tenant Meetings								16	\$ 3,440				\$ 3,440	
	Task 4.4 EBMUD Submittal								18	\$ 3,220				\$ 3,220	
	Task 4.5 Meetings and Coordination with EBMUD								20	\$ 3,960				\$ 3,960	
	Task 4.6 Assistance with Review of Water Service Agreements								8	\$ 1,720				\$ 1,720	
	Task 5.1 Review EBMUD's Mainline Design Plans								16	\$ 3,160				\$ 3,160	
	Task 5.2 Pre-Bid Meeting and Bid Process Assistance								12	\$ 2,520				\$ 2,520	
	Task 5.3 Value Engineering								14	\$ 2,700				\$ 2,700	
	Task 5.4 Construction Engineering Support								40	\$ 7,920				\$ 7,920	
	Task 6.1 Project Management, Coordination, and Schedule								64	\$ 13,280				\$ 13,280	
	Subtotal Task 1 - Task 6 (Plus Reimbursables)	142	264	24		164	68		922	\$ 174,000	\$ -	\$ 17,700	\$ 3,000	\$ 1,500	\$ 214,480



CARLBAR-01

LYNNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2017

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 have ADDITIONAL INSURED provisions or 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 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Danielle French		
	PHONE (A/C, No, Ext): (949) 297-0036 52026	FAX (A/C, No): (949) 297-5960	
	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	ADDL 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	09/01/2017	09/01/2018	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 - COM/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PSA0001204	09/01/2017	09/01/2018	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PSW0001537	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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			LH3903390907	09/01/2017	09/01/2018	Per Claim \$ 2,000,000
B	<input checked="" type="checkbox"/> Ded. Per Clm: \$75K			LH3903390907	09/01/2017	09/01/2018	Aggregate \$ 4,000,000

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

Re: All Operations

ARAA, its Board, officials, employees and volunteers are Additional Insureds with respects to General Liability and Auto Liability on Primary & Non-Contributory and Waiver of Subrogation, and Workers Compensation includes Waiver of Subrogation, as they are 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.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Economic Development Department Jennifer Ott 2263 Santa Clara Avenue, Room 320 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

1. **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".

2. 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**.

3. 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 TO 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.

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";