

FOURTH AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of _____ 2019, 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"), in the amount of \$158,000.00.

B. On July 7, 2015, an agreement was entered into by and between City and Consultant (hereinafter "Agreement"), in the amount of \$151,500.00.

C. On July 20, 2016, an agreement was entered into by and between City and Consultant (hereinafter "Agreement"), in the amount of \$169,000.00.

D. On July 18, 2017, an agreement was entered into by and between City and Consultant (hereinafter "Agreement"), in the amount of \$174,000.00.

E. 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 ____ day of _____ 20____, 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", "A-2", "A-3", and "A-4", 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", in the amount not to exceed \$169,000.00 as set forth in Exhibit "A-2", in the amount not to exceed \$174,000.0000 as set forth in Exhibit "A-3", and in

the amount not to exceed \$175,000.00 in Exhibit "A-4" for a total of \$827,500 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

By:
Title:

David L. Rudat
Interim City Manager

By:
Title:

RECOMMENDED FOR APPROVAL:

Debbie Potter
Community Development Director

APPROVED AS TO FORM:

Lisa N. Maxwell
Assistant City Attorney

CIVIL ENGINEERS • SURVEYORS • PLANNERS

May 7, 2018

Job No.: 1087-010

Revised: February 6, 2019

Proposal to Provide
Civil Engineering and Surveying Services

**Alameda Point
2019 / 2020 Tasks
Alameda, California**

Description of Work

I. Task 1 – Phase 3C Navy / State Lands Exchange Survey Maps and Documents

A. Navy Conveyance

1. Legal Descriptions and Plat Maps (5 Parcels)
 - a. Prepare the legal descriptions and plat maps describing the Phase 3C Navy Conveyance Parcels.
2. 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.

B. States Lands Exchange

1. Finalize the Phase 3C Exchange Areas
 - a. Update the previously prepared State Lands Exchange Exhibits (Overall, Phase 1, 2, 2B, and 3) depicting Agreed Trust Lands, Trust Addition Lands, Agreed Non-Trust Lands, and Trust Termination Lands to be consistent with Final Navy Phase 1, 2, 2B, and Phase 3 property transfers and Federally Retained Lands boundaries.
 - b. Provide exhibits to legal counsel, State Lands Commission staff, and other relevant agencies, revise as needed.

Description of Work

2. Phase 3C Exchange Legal Descriptions and Plat Maps
 - a. Prepare four legal descriptions and plat maps of the following areas:
 - i. Phase 3C NAS Alameda Property
 - ii. Phase 3C Trust Termination Lands
 - iii. Phase 3C Agreed Trust Lands
 - iv. Phase 3C Agreed Non-Trust Lands
 - b. Revise and process plats and legal descriptions to legal counsel, State Lands Commission Staff, and other relevant agencies as needed.
3. Phase 3C Exchange Record of Survey
 - a. Prepare a Record of Survey of the Phase 3C 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 Phase 3C 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 8 monuments will be set).
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.

Description of Work

II. Task 2 – Site A Engineering Review

A. Phase 1 Implementation

1. Perform miscellaneous tasks and review various engineering related items associated with the implementation and construction of Site A – Phase 1 as requested by Client.

B. Phase 2 Tentative Map and Improvement Plan Review

1. Perform miscellaneous tasks and review various engineering related items associated with Site A – Phase 2 as requested by Client, including but not limited to:
 - Assist with implementation efforts of the Master Infrastructure Plan (MIP);
 - Review Tentative Map, Block Development Plans, cost estimates, technical documents, Improvement Plans, etc. for consistency with the MIP;
 - Prepare miscellaneous exhibits;
 - Attend meetings;
 - Coordinate with City Staff, EBMUD, PG&E, AMP and other consultants.

III. Task 3 – Site B Engineering Related Tasks

A. Perform miscellaneous tasks and prepare miscellaneous exhibits related to advancing the feasibility of Site B as requested by Client, including but not limited to:

- Assist with implementation efforts of the Master Infrastructure Plan (MIP) with Site B;
- 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, EBMUD, PG&E, AMP and other consultants.

Description of Work**IV. Task 4 – Main Street Neighborhood Engineering Related Tasks**

- A. Perform miscellaneous tasks and prepare miscellaneous exhibits related to advancing the feasibility of Main Street Neighborhood as requested by Client, including but not limited to:
- Assist with implementation efforts of the Master Infrastructure Plan (MIP) with Main Street Neighborhood;
 - 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, EBMUD, PG&E, AMP and other consultants.

V. Task 5 – VA Property Related Tasks

- A. Perform miscellaneous tasks related to coordination with the VA project as requested by Client, including but not limited to:
- Review of VA project off-site infrastructure designs for consistency with the MIP and memorandum of agreement between the City and VA;
 - Prepare miscellaneous exhibits;
 - Attend meetings;
 - Coordinate with City staff, VA staff and other consultants.

VI. Task 6 – Surveying Related Tasks

- A. Lot Line Adjustment – Building 8
1. Finalize the Lot Line Adjustment to adjust the northern boundary line for Building 8 to follow along the southern right-of-way of West Ranger Street in accordance with City of Alameda requirements. The documents prepared will include Survey Plat Maps and Legal Descriptions depicting the existing and proposed parcels configurations.
 2. Assist with processing the Lot Line Adjustment.

Description of Work

- B. Tentative Map – Buildings 73A, 101, 114, and 607
 - 1. Prepare Tentative Map establishing parcels for Buildings 73A, 101, 114 and 607 in accordance with the City of Alameda requirements.
 - 2. Assist Client with processing and preparation of Conditions of Approval for the Tentative Map.
- C. Tract Map – Buildings 73A, 101, 114, and 607
 - 1. Prepare Tract Map in conformance with the City of Alameda requirements.
 - 2. Attend meetings and assist Client with processing the Tract Map as requested by Client.

VII. Task 7 – Master Infrastructure Plan Implementation / Amendment

- A. 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, EBMUD, PG&E, AMP and other consultants.
- B. Prepare an Amendment to the MIP to capture the recent changes to the following topics:
 - Street sections
 - Sea level rise protection

Description of Work

VIII. Reimbursables

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

IX. Assumptions

- A. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2020. 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.

X. Exclusions

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



May 7, 2018

Job No.: 1087-010

Revised: February 6, 2019

Budget

**Alameda Point
2019 / 2020 Tasks
Alameda, California**

<u>Description of Work</u>	<u>Budget</u>
I. Task 1 - Phase 3C Navy / State Lands Exchange Survey Maps and Documents	
A. Navy Conveyance	\$ 10,000
B. State Lands Exchange	\$ 25,000
II. Task 2 - Site A Engineering Review	\$ 25,000
III. Task 3 - Site B Engineering Related Tasks	\$ 10,000
IV. Task 4 - Main Street Neighborhood Engineering Related Tasks	\$ 15,000
V. Task 5 - VA Property Related Tasks	\$ 10,000
VI. Task 6 - Surveying Related Tasks	
A. Lot Line Adjustment - Building 8	\$ 5,000
B. Tentative Map - Buildings 73A, 101, 114, and 607	\$ 8,000
C. Tract Map - Buildings 73A, 101, 114, and 607	\$ 14,000
VII. Task 7 - Master Infrastructure Plan Implementation / Amendment	\$ 50,000
VIII. Reimbursables Budget (Cost + 10%)	\$ 3,000
Total	\$ 175,000

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2020. 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.



STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2020

Engineering

Project Manager.....	\$210
Senior Engineer	\$195 / \$205
Project Engineer	\$175 / \$185
Staff Engineer	\$145 / \$160
Assistant Engineer	\$110 / \$125

Planning

Senior Planner.....	\$195 / \$205
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Surveying

Survey Manager.....	\$205
Senior Surveyor	\$195 / \$205
Project Surveyor	\$175 / \$185
Staff Surveyor	\$145 / \$160
Assistant Surveyor	\$110 / \$125

Party Chief.....	\$175
Chainman.....	\$ 95

Drafting

CAD Technician.....	\$130
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Administration

Clerical.....	\$ 65
Reimbursables	Cost + 10%

Management

Principal	\$235
Associate.....	\$215