RESOLUTION NO. 18-99

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Professional Services Agreement (PSA) With Callander Associates For Design Services For The 40th Street/San Pablo Avenue Median Rehabilitation Project In An Amount Not To Exceed $66,565 And To Execute An Amendment To The PSA In The Future To Add Up To $40,000 In Additional Scope If Required To Accommodate The 40th Street And San Pablo Avenue Transit Hub Project

WHEREAS, on April 16, 2015, the City Council adopted Resolution No. 15-32 authorizing the execution of a Ground Lease Disposition and Development Agreement with EAH Housing ("EAH") for the development of an 87-unit affordable housing project at 3706 San Pablo Avenue (the "Estrella Vista Project"); and

WHEREAS, EAH and the City jointly applied to the State Department of Housing and Community Development (HCD) for Affordable Housing and Sustainable Communities (AHSC) grant funding to support the Estrella Vista Project; and

WHEREAS, under the terms of AHSC program, applications for funding are required to include a transportation infrastructure project that supports the affordable housing to be funded by the AHSC grant; and

WHEREAS, the City and EAH included a project to improve the medians at 40th Street and San Pablo Avenue with new, Bay Friendly landscaping (the "Median Improvements Project") as part of its application for AHSC funding; and

WHEREAS, the application for AHSC funds was successful, and on June 6, 2017 the City Council adopted Resolution No. 17-75 authorizing the execution of a standard agreement with HCD as required by the AHSC program to access the AHSC funding for the Estrella Vista Project and the Median Improvements Project; and

WHEREAS, pursuant to the AHSC Co-Applicant Agreement between the City and EAH, (the "AHSC Co-Applicant Agreement") the City is required to advertise the Median Improvements Project for construction bids no later than October 2018; and

WHEREAS, the City seeks to secure services for the design, support during bidding, and design services during construction for the Median Improvements Project; and

WHEREAS, on April 16, 2018 the City circulated a Request for Proposals ("RFP") for design services for the Median Improvements Project, with proposals due on May 4, 2018; and

WHEREAS, one proposal was received in response to the RFP, from Callander Associates ("Callander"); and

WHEREAS, Callander's proposal for the Median Improvements Project demonstrates the firm's experience with projects of similar scope and size to the Median Improvements Project; and

WHEREAS, the City, as part of a separate project evaluating the feasibility of a transit hub at 40th Street and San Pablo Avenue (the "Transit Hub Project"), is evaluating the configuration of the medians on 40th Street; and

WHEREAS, the Transit Hub Project may require the narrowing of the 40th Street medians once a preferred alternative design for the Transit Hub Project is selected; and

WHEREAS, the Median Improvement Project related to the AHSC grant and Estrella Vista Project must proceed now in order to meet the City's obligations under the AHSC Co-Applicant Agreement; now therefore be it

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a Professional Services Agreement with Callander Associates, in substantial form as attached hereto as Exhibit A, to provide design services for the Median Improvements Project in an amount not to exceed $66,565; be it further

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute an amendment to the Professional Services Agreement with Callander Associates to add tasks to the scope of work relating to narrowing the 40th Street medians if required by the 40th Street and San Pablo Avenue Transit Hub Project, in an amount not to exceed $40,000, for a total amount not to exceed $106,565.

ADOPTED by the City Council of the City of Emeryville at a regular meeting held Tuesday, July 10, 2018, by the following vote:

AYES:	5	Mayor Bauters, Vice Mayor Medina and Council Members Donahue, Martinez and Patz
NOES:	0	
ABSTAIN:	0	
ABSENT:	0	

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Emeryville
CALIFORNIA

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of this _____ day of _____, 2018, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and CALLANDER ASSOCIATES ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT

WHEREAS, the City desires to rehabilitate the medians on San Pablo Avenue and 40th Street; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Agreement; and

WHEREAS, the City has determined that the Consultant is qualified by training and experience to render such services; and

WHEREAS, the Consultant desires to provide such services; and,

WHEREAS, the public interest will be served by this Agreement; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 Project Description

A complete Project Description is described in SCOPE OF WORK, attached as Exhibit A.

1.2 Services

The services to be completed under this Agreement ("Services") are described in Exhibit A.

1.3 Schedule and Completion Date

The services to be provided by Consultant under this Agreement shall commence on July 1, 2018 and terminate on July 30, 2019

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		EPW No.	

REV111716

Exhibit A

2. WORK CHANGES

2.1 City Rights to Change

The City reserves the right to order changes in the work to be performed under this Agreement by altering, adding to or deducting from the work. All such changes shall be incorporated in written change orders executed by the Consultant and the City. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

2.2 Additional Work Changes

Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a change order duly executed on behalf of the City and the Consultant.

2.3 City Manager Execution

The City Manager has authority to execute without further action of the Emeryville City Council, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or increase the total amount to be paid under this Agreement, as set forth in Section 3.2 below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of $45,000 must be approved by resolution of the Emeryville City Council.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation for Services Performed

City agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the City that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the City of invoices setting forth in detail the services performed and costs incurred. The City shall pay the Consultant within forty-five (45) days after approval of the invoice by City staff.

3.2 Total Compensation Amount

The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed

BF

SIXTY-SIX THOUSAND, FIVE HUNDRED AND SIXTY-FIVE DOLLARS ($66,565.00), except as outlined in Section 2.3 above. The compensation for Services performed shall be **as set forth in Exhibit B**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 15% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONSULTANT

4.1 Assignment of Agreement

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 Responsibility of Consultant and Indemnification of City

It is the intent of the parties that the language of this Paragraph complies fully with the requirements of section 2782.8 of the California Civil Code. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Consultant or subconsultants as well as any claim by any employee, agent, Consultant or independent contractor hired or employed by Consultant that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and the costs of investigation, to the extent arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone that they control, whether or not there is alleged to be concurrent negligence on the part of the City, but, to the extent required by law, excluding liability caused by the conduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

BF

4.3 Independent Contractor

The Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the City. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.

4.4 Insurance

4.4.1 REQUIREMENTS

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or subcontractors. If requested, Consultant shall provide the City with copies of all insurance policies. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

4.4.2 MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

A. Commercial General Liability providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury with limits of not less than One Million Dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and, if required by City, products and completed operations coverage for the term of the policy.

B. Comprehensive Automobile Liability (owned, non-owned, hired) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000).

C. Professional Liability of One Million Dollars ($1,000,000) providing coverage on a claims made basis for errors, omissions or malpractice. Professional liability insurance must be continued for at least 5 years after termination or final payment under the Agreement, whichever is later.

BF

D. Workers' Compensation limits as required by the laws of the State of California and Employers Liability limits of not less than $1,000,000 per accident.

No Workers' Compensation insurance shall be required if Consultant completes the following certification:

I certify that my business has no employees and that I do not employ anyone. I am exempt from the legal requirement to provide Workers' Compensation Insurance.

_____ (Consultant's Initials)

4.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and are subject to approval by the City.

4.4.4 OTHER INSURANCE PROVISIONS

The policy is to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. Consultant shall name the City of Emeryville, its officials, employees, agents and volunteers as additional insureds in its Commercial General Liability and Automobile Liability policies. If Consultant submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG 20 10 11 85 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance); The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers, except where limited by State laws.

   When a certificate says, "certificate issued to" this does not mean the same as additional insured and is not acceptable.

2. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.

BF

4. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

6. The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.

7. All endorsements to policies shall be executed by an authorized representative of the insurer.

B. Workers' Compensation Coverage

The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the City.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

4.4.5 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

4.4.6 VERIFICATION OF COVERAGE

Consultant shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

BF

4.4.7 SUBCONTRACTORS

Consultant shall either include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor demonstrating that subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage required by this Agreement, including but not limited to naming the City, its officials, employees, agents and volunteers as additional insureds.

4.4.8 CLAIMS-MADE POLICIES

Consultant shall extend any claims-made insurance policy for at least 5 years after termination or final payment under the Agreement, whichever is later.

4.5 Records, Reports and Audits

4.5.1 RECORDS

A. Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

4.5.2 REPORTS AND INFORMATION

Upon request, the Consultant shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.

4.5.3 AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

BF

4.6 Conflicts of Interest

The Consultant covenants and declares that, other than this Agreement, it has no holdings or interests within the City of Emeryville, nor business holdings or agreements with any official, employee or other representative of the City. For the duration of this Agreement, in the event the Consultant or its principals, agents or employees acquire such a holding, interest or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Consultant will immediately notify the City of such holding, interest or agreement in writing.

4.7 Confidentiality

The Consultant agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Consultant covenants and agrees that in performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability.

4.9 Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

All of the individuals listed in Exhibit A are necessary for the successful prosecution of the work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

BF

4.11 Authority to Contract

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("Materials") shall be an are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 Living Wage

If this Agreement provides for compensation to Consultant of $25,000 or more within a single fiscal year for providing services to the City, then Consultant shall comply with the requirements of the City's Living Wage Ordinance set forth in Chapter 31 of Title 5 of the Emeryville Municipal Code, unless (i) Consultant is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws.

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Agreement for all employees of Consultant who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08. Consultant shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Consultant for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

BF

Consultant shall notify each of its affected employees regarding wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than $14.83 per hour (as of July 1, 2016, subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.14 Prevailing Wages

To the extent the services to be provided by Consultant pursuant to this Agreement constitutes "public work" as defined in Labor Code Section 1720, Consultant shall pay and shall ensure that all subconsultants or subcontractors pay all persons providing labor to perform the work under this Agreement applicable prevailing wage rates for the work to be performed as determined in the General Prevailing Wage Determination ("Wage Determination") made by the Director of Industrial Relations pursuant to California Labor Code sections 1770, 1773, et. seq., and otherwise comply with all provisions of this Section IV.N. A copy of the applicable Wage Determination is on file in the offices of the City.

Consultant is required to comply with the following provisions and to ensure that all subcontracts include the following provisions. If, for some reason, these provisions are not included in subcontracts, they shall nevertheless apply:

4.14.1 HOURS OF LABOR

Eight hours' labor constitutes a legal day's work. Consultant shall forfeit, as penalty, Twenty-Five Dollars ($25) for each worker employed in the performance of the Agreement by Consultant or by any subconsultant under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code and in particular sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Consultant in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted under compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said section 1815.

4.14.2 LABOR NON-DISCRIMINATION

Consultant shall not discriminate against any employee who is employed on the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, gender identity, or age of such persons, except as provided in section 12940 of the Government Code.

BF

4.14.3 PREVAILING WAGES

Consultant shall comply with California Labor Code sections 1770 to 1780, inclusive. In accordance with section 1775, Consultant shall forfeit as a penalty an amount determined by the Labor Commissioner, not to exceed Fifty Dollars ($50), for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by him or by any subconsultant under him in violation of the provisions of the Labor Code, and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Consultant.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and can be obtained online at www.dir.ca.gov. It is mandatory for Consultant and any subcontractor to pay not less than the specified rates to laborers and workers employed by them in the execution of this Agreement.

Consultant shall comply with the provisions enacted by AB 854 that require Consultant and any subcontractor be registered with the State Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Consultant shall post job site notices, pursuant to Title 8 California Code of Regulations Section 16451.

Consultant shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements of section 1773.8.

4.14.4 PAYROLL RECORDS

Consultant shall be responsible for the compliance with Labor Code section 1776 by his subconsultants.

A. Each Consultant and subconsultant shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

BF

B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Consultant, subconsultant and the entity through which the request was made. The public shall not be given access to such records at the principal office of Consultant.

C. The certified payroll records shall be on forms provided by the division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Consultant shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant shall not be marked or obliterated.

BF

F. In the event of noncompliance with the requirement of this section, Consultant shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Consultant must comply with this section. Should noncompliance still be evident after such ten (10) day period, Consultant shall, as a penalty to the State or City, forfeit Twenty-Five Dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (g) of Labor Code section 1776 for noncompliance with the provisions of said section 1776 may be deducted from any monies due or which may become due to Consultant.

Consultant and each subconsultant shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

4.14.5 APPRENTICES

Consultant shall fully comply with the requirements of sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with section 1777.5, Consultant shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. Consultant shall require each subconsultant who will perform work or labor or render service to Consultant in or about the construction of the work to comply fully with sections 1777.5 and 17777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

4.14.6 WORKERS' COMPENSATION

Pursuant to the requirements of section 1860 of the California Labor Code, Consultant will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Agreement, Consultant certifies the following:

"I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

4.14.7 EVENT OF DEFAULT

Failure by Consultant to comply with any provision of this Section shall constitute a default of this Agreement and shall be grounds for termination as provided in this Agreement.

BF

5. TERMINATION

A. The City shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.

B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.

C. Upon termination, City shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

D. Upon receipt of a termination notice the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the City.

E. The rights and remedies of the City and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement.

7. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

BF

9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Agreement shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the extent possible.

11. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the City of Emeryville Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work shall be exchanged between **Chadrick Smallery** for the City and **Brian Fletcher** for the Consultant.

BF

12.2 Official Notices

All other notices, writings or correspondence as required by this Agreement shall be directed to the City and the Consultant, respectively, as follows:

CITY	CONSULTANT
CHADRICK SMALLEY 1333 Park Avenue Emeryville, California 94608 Phone No.: (510) 596-4355 Fax No.: (510) 596-5389 E-Mail: csmalley@emeryville.org	**BRIAN FLETCHER** **CALLANDER ASSOCIATES** 1633 Bayshore Highway, Suite 133 Burlingame, CA 94010 Phone No.: (650) 375-1313 E-Mail: bfletcher@callanderassociates.com

13. WAIVER OF AGREEMENT

The City's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

IN WITNESS WHEREOF the City and the Consultant have executed this Agreement, which shall become effective as of the date the City Manager executes this Agreement on behalf of the City.

Approved As To Form:

_____

Michael A. Guina, City Attorney

CITY OF EMERYVILLE

Dated:

_____, 2018

_____

Carolyn Lehr, City Manager

CONSULTANT

Dated: 6/14/, 2018

BY: _____

ITS: President

Exhibit A

Scope of Services
LANDSCAPE AND IRRIGATION DESIGN SERVICES
40th Street and San Pablo Avenue Median Landscaping Project

City of Emeryville

Under contract to the City of Emeryville, Callander Associates will provide design and construction support services for the 40th Street and San Pablo Avenue Median Landscaping Project. To assist you in these efforts, we would propose to complete the following tasks in chronological order. The items shown in ***bold-face italics*** are documents that we would prepare as part of our tasks. Day to day contact and coordination will be by Zach Katz while Brian Fletcher will attend all City meetings and provide internal QA/QC. Refer to Item 7 (Fee Proposal) for a description of fees and allocation to specific tasks.

TASK 1: CONSTRUCTION DOCUMENTS

1.1 **Kickoff Meeting:** Allow for a single meeting with City staff to review overall project goals including representatives from the Public Works and Community Development Departments. Discuss direction for plant material selections and irrigation standards and confirm total available construction budget. Obtain available base information and provide written ***meeting summary***.

1.2 **Document Review:** Review available information made available by the City including existing as-built drawings of the project area as well as applicable grant agreements. Identify any additional required information.

1.3 **Base Mapping:** Using supplied base information supplemented with Google Earth aerial images develop an overall corridor base sheet. It is assumed that the City has sufficient base information, including horizontal control, for use in preparing plans to meet Caltrans standards. Print base sheets for internal use and for site reconnaissance.

1.4 **Site Reconnaissance:** With base information in hand walk segments of the corridor to review apparent features. Note existing conditions on base sheet for studio purposes. Landscape maintenance staff shall attend site walk to review existing irrigation system and location of recycled water main on 40th Avenue.

1.5 **Conceptual Design – 30% Submittal:** Based upon the above, proceed to develop construction documents to a 30% level of completion. Submittal shall include:

a. preliminary planting plan
b. preliminary irrigation plan identifying points of connection, mainline run, and material selection
c. image board showing pictures of proposed plant materials

Submit ***conceptual design submittal*** for City review and comment.

1.6 **Preliminary Cost Estimate:** Proceed to develop an ***estimate of total project costs*** for improvements identified in the conceptual design submittal. If estimate is over construction budget identify areas of value engineering and/or reduction in project limits.

BF

1.7 **Staff Meeting**: Review the above information at a single meeting with City staff. Discuss and obtain feedback on conceptual design, project limits, and develop a direction for proceeding with refined construction drawings. Prepare written ***meeting summary***.

1.8 **Prefinal Design (Construction Documents - 90% Submittal)**: Based upon feedback from above, refine plans and prepare ***construction documents*** to a 90% level of completion. The 90% package is anticipated to include:

a. Title Sheet
b. Demolition Plans
c. Electrical Plans (irrigation purposes only)
d. Irrigation Plans
e. Planting Plans
f. Construction Details
g. Updated cost estimate

1.9 **Technical Specifications**: Prepare draft technical specifications in support of the work indicated on the drawings. Prepare in CSI format.

1.10 **Review Meeting**: Review the above submittal with City staff and obtain comments. Submit ***summary memo*** and ***responses to comments*** on next submittal.

2.0 PERMIT PROCESSING

2.1 **Permit Application**: Coordinate with City staff in the preparation of the necessary Caltrans ***encroachment permit application*** documentation. Callander Associates to prepare draft application for review and submittal by City of Emeryville. It is assumed that the 90% submittal will be to a sufficient level of completion for use in both the Caltrans encroachment permit and City building permit applications.

2.2 **Caltrans Coordination**: Allow for ongoing Caltrans coordination and plan refinements throughout encroachment permit processing. Incorporate plan changes into final bid document package below. We have assumed one round of revisions and phone coordination with Caltrans staff throughout this process.

2.3 **Final Design (Construction Documents – 100% Submittal)**: Based on comments received from the 90% submittal and feedback from Caltrans and building department above, incorporate final revisions to drawings and technical specifications. Prepare final ***bid documents*** including engineer's estimate and bid form. Submit one wet signed camera ready original to City.

2.4 **Archive**: Proceed to package all electronic materials prepared and copy to a CD-ROM as record and for recovery at a later date.

3.0 BIDDING AND CONSTRUCTION ASSISTANCE

Callander Associates can provide a variety of construction administration services to support City staff. Based upon our understanding of our involvement we propose the following services.

3.1 **Pre-Construction Phase**

a. Respond to bidder's requests for information.

BF

b. Prepare addenda as necessary.
c. Provide analysis of bids received

3.2 **Construction Phase**

a. Perform site visits as required by the specifications during construction activities followed up by written field reports (up to two site visits).
b. Provide clarifications of the contract documents in response to request by the Contractor.
c. Review, log and process shop drawings, submittals, RFIs and change order requests.
d. Develop "punch list" items and follow-up with corrective measures.
e. Assist in reviewing change orders for City execution.
f. Attend a substantial completion walk-through with City staff.

3.3 **Post-Construction Phase**

a. Review record drawings with Contractor. Incorporate addenda, change orders, field notes, etc. into a single as-built set of drawings. Provide one set of reproducibles and electronic files.

4.0 BAY FRIENDLY CERTIFICATION

As it was not clear within the RFP if Bay Friendly "Certification" was going to be required we have opted to keep this as a separate optional task. On prior Emeryville projects Bay Friendly Certification has been a requirement. The City will be required to also retain an independent Bay Friendly "Rater" for the purposes of certification.

4.1 **Scorecard Goals Meeting**: Attend a single project meeting City staff and Bay Friendly Rater early in the design process to identify the Bay-Friendly Landscaping measures the project will seek to include.

4.2 **Project Application:** Provide ***project contacts***, ***project data*** such as square footages and ***preliminary water calculations*** to the Rater for their inclusion in the Project Application.

4.3 **Plan Review**: Provide digital (pdf) ***copies of the plans*** and specs to the Bay-Friendly Rater at the following points. Allow for a 2-week review period.

a. Conceptual Design – 30% submittal
b. Design (Construction Documents - 90% Submittal)
c. Final Design (Construction Documents – 100% Submittal)

4.4 **Pre-Construction Meeting**: Attend a single project meeting with City staff, Rater and Landscape Contractor prior to construction.

4.5 **Post-Construction Site Inspection**: Attend a single project meeting with City staff, Rater and Landscape Contractor after substantial completion of the project.

4.6 **Documentation:** Collect all ***applicable submittals*** outlined in the Bay-Friendly Rating Manual to submit to Rater for review.

4.7 **Final Rating Results**: Update project intake form, project data form, water savings calculator as appropriate. Fill out evaluation form and provide project photos to Rater for inclusion in the Final Rating Results.

BF

5.0 ADDITIONAL SERVICES

5.01 All tasks not specifically noted above could be performed as additional services. These tasks would include, but not be limited to, all revisions or additional submittals required by the City or any other agency's review, other meetings, additional design studies, or other tasks not specifically noted in the foregoing. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to this agreement.

6.0 REIMBURSABLE EXPENSES

6.1 In addition to the above fees, we would bill for all printing and reproduction, delivery, horticultural soils samples, the communication and insurance surcharge, and other reimbursable expenses as noted in the attached Standard Schedule of Compensation. You should establish a tentative budget for these expenses (see 7.0 Summary below). These costs will be itemized on our invoice and compared monthly with the total allowances to assist you in monitoring these costs.

BF

Exhibit B

7. FEE PROPOSAL

Callander Associates Landscape Architecture
May 4, 2018

Compensation Summary
40th and San Pablo Medians

Overall

Based on the attached "Scope of Work" prepared by Callander Associates (as part of our proposal), and the "Task Matrix" dated May 4, 2018, we have prepared the following summary of

Fees - Basic Services

task		CA	ZEIGER	Totals
1.0	construction documents	$26,851	$2,000	$28,851
2.0	permit processing	$8,569	$1,000	$9,569
3.0	bidding and construction assistance	$7,752	$500	$8,252
4.0	bay friendly certification	$7,172	$0	$7,172
	reimbursable expenses (allowance)			$4,038
	Subtotal (fees and expenses)	$50,344	$3,500	$57,882

Total Compensation **$57,882**

All reimbursable expenses, including the communication and insurance surcharge noted on the included Standard Schedule of Compensation dated 2018 (Burlingame), would be invoiced as a separate line item. These costs will be itemized on our invoice and compared monthly with the

Please note that the fees quoted for Zeiger Engineers is an allowance only for coordination of an electrical point of connection for a new irrigation controller on 40th Street. This may change based upon existing site conditions and/or level of coordination with PG&E.

City of Emeryville
CALIFORNIA

REQUEST FOR PROPOSALS

LANDSCAPE AND IRRIGATION DESIGN SERVICES

for

40TH STREET AND SAN PABLO AVENUE MEDIAN LANDSCAPING PROJECT.

Deadline for Submission: **May 4, 2018 at 5pm**

Contact Information:

Chadrick Smalley, Economic Development and Housing Manager
City of Emeryville
Tel: 510-596-4355
csmalley@emeryville.org

I. INTRODUCTION

The City of Emeryville ("City") is seeking a Landscape Architect ("Consultant") to complete bid documents including plans and specifications for landscaping of existing roadway medians on 40th Street between San Pablo Avenue and the 40th Street Bridge and on the entirety of San Pablo Avenue located within City of Emeryville limits.

The project includes replacing existing landscaping with bay-friendly plantings that are low-maintenance and (for the 40th Street medians) installing an irrigation system that uses reclaimed water currently available at the intersection of 40th and Horton Streets. In addition to the planting plan, the evaluation and design of this irrigation system is a substantive portion of the project.

The City secured a grant of $100,000 from the Affordable Housing and Sustainable Communities (AHSC) program, which grant included funding to support the construction of the 3706 San Pablo Avenue affordable housing project, currently under construction. As a condition of this grant, the City is required to complete a "Transportation Related Improvement" which is described as follows:

"this project provides new Bay Friendly landscaping along the existing median islands on 40th Street and on San Pablo Avenue. On the 40th Street medians, the project includes the removal of the existing trees and plantings, the replacement of the existing soil with good horticultural topsoil, irrigation modifications, new trees, new Bay Friendly plantings and mulching. On the San Pablo Avenue medians, the project includes the removal of the existing plantings, regrading, amending and aeration of the existing topsoil, irrigation modifications, new Bay Friendly plantings and mulching."

The overall project budget, inclusive of design, construction administration, construction management and construction is $600,000. Because the grant for the 3706 San Pablo Avenue affordable housing project is contingent on completion of this work, this project requires an expedited approach. The City seeks complete, bid-ready documents by October 2018.

II. SCOPE OF WORK

The scope of work outlined below is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The following are work tasks assumed necessary to complete this project. Proposing teams may suggest a modified scope as part of their proposal.

1) Kickoff Meeting – the Consultant will schedule a meeting with the City departments involved in the project, including the Public Works Department and Community Development Department

2) Review of Documents – Consultant will review any existing as-built drawings of the project area as well as applicable grant agreements

3) Conceptual Design – Consultant will prepare a conceptual design for the project showing the proposed planting plan and irrigation plan, and submit the conceptual design for City review and comment.

   Deliverables: 30% design drawings including planting plan and irrigation plan; Preliminary Cost Estimate

4) Prefinal Design – Consultant will prepare a revised design incorporating City comments, and prepare draft specifications (i.e. bid package) for city review and comment.

   Deliverables: 90% design drawings, specifications and updated cost estimate.

5) Final Design – Consultant will revise the prefinal design documents to incorporate City comments and prepare final bid package ready for City advertisement for construction bids.

   Deliverables: 100% construction drawings, specifications and cost estimate.

6) Permitting Support – Consultant will provide support to City in obtaining any necessary permits, including a Caltrans Encroachment Permit for work in the San Pablo Avenue right of way.

7) Support During Bidding – Consultant will provide design support during bidding, including assisting the City in responding to bidder questions and preparation of a bid canvass. Consultant will review bids received for balance and provide an analysis of the bids.

   Deliverables: Bid canvass, memorandum of bid analysis.

8) Design Services During Construction – Consultant will provide assistance during construction, including review of submittals and response to contractor Requests for Information (RFIs).

IV. RFP SCHEDULE AND SUBMISSION

A. Schedule

RFP Issued: April 16, 2018

Deadline for questions: April 27, 2018 at 5:00 P.M.

RFP Due: May 4, 2018 at 5:00 P.M.

Contract to City Council: June 19, 2018

The City reserves the right to make adjustments to the above noted schedule as necessary.

B. Pre-submittal Meeting and Questions

There will not be a required pre-submittal meeting for this request. For questions regarding the RFP, please contact Chadrick Smalley, Economic Development and Housing Manager at 510-596-4355 or by email (preferred) at csmalley@emeryville.org. Please submit questions by April 27, 2018 at 5 PM.

C. Proposal Contents

Proposals submitted in response to this RFP must meet the specifications set forth herein. Proposals must be clear and succinct. Only those Consultants providing complete information as required will be considered for evaluation. Any major deviation from these specifications will be cause for rejection of the proposal at the City's sole discretion. Nevertheless, the City reserves the right to waive any irregularities as to any submitted proposal. The ability to follow these instructions demonstrates attention to detail.

The content and sequence of proposals are to be as follows:

1. Cover Letter

The Cover Letter must include the following:
a. Project title
b. Name and address of the entity submitting the proposal
c. Date entity was established
d. Name(s) of the person(s) authorized to represent the Consultant in any negotiations
e. Name(s) of the person(s) authorized to sign any contract that may result
f. Contact person's name, mailing or street addresses, phone and email address
g. Original signature of person listed in section (e) above.

Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal, including the timeframes outlined.

2. Proposal Summary

a. A brief synopsis of the highlights of the proposal should be presented which summarizes the key benefits of the proposal to the City. This includes a short narrative describing the respondent's understanding of the scope of work and their overall vision for the successful development of the project. The summary should also address the consultant's qualifications, why the Consultant feels that their team is the most qualified for the project and why their services are superior to the competitors.

3. Project Approach

The Consultants' understanding and approach to the project is an important aspect of the RFP process. The Consultants should provide a clear and concise understanding of the project based on the information given as well as project goals and requirement. For each work task, the Consultant shall:

a. Describe each work task or activity and the final products resulting from that task
b. Describe which team members will lead each work task
c. Describe how input from the City will be incorporated into the design.
e. Describe the time frame estimated to complete each task.
f. Describe how the funds will be allocated for each phase (conceptual design, detailed design).

4. Project Team

Identify key personnel and their specific project roles.

Provide the following additional information for the individuals listed above, including any identified subconsultants.

a. Experience with similar or related projects of this size and scope which have been constructed
b. Group experience and work performed on similar or related projects of this size and scope.
c. Written assurance that the key individuals listed and identified will be performing the work and not be substituted with other personnel or reassigned to another project without City's approval

5. Firm Qualifications

The Consultant and/or team must have experience with design of projects similar to this scope of work, and possess the appropriate professional licensures for the project. Provide a brief description of your firm and any identified subconsultants, as well as how any joint venture or association would be structured. Identify the Consultant's and/or team's experience with similar projects.

6. Comments

(if any) that the consultant may have with the draft Professional Services Agreement (Attachment A).

7. Fee Proposal

Please provide a fee proposal that includes the total fee for each of the disciplines identified. Please include hourly rates for all team members. (Hourly rates and itemized costs may be used to negotiate changes in the scope of work necessary.) The fee proposal will not be used as an evaluation criterion as set forth in Section V.B, but may be subject to negotiation with the City with the selected Consultant.

D. Submittal

Three hardcopy copies of your proposal must be received by the City no later than 5:00 P.M., May 4, 2018. Proposals shall be addressed to:

City of Emeryville, 1333 Park Avenue, Emeryville, CA 94608 Attn: Chadrick Smalley, Economic Development and Housing Manager

The outside of the envelope must be identified as "40th Street and San Pablo Avenue Medians." Late proposals and proposals sent by facsimile will not be accepted. All proposals shall become the property of the City of Emeryville.

V. EVALUATION OF PROPOSALS AND AWARD

A. Selection Process Generally

The City intends to make a selection based on the proposals submitted, any interviews or other information requested. The respondent selected will be chosen based on its demonstrated ability to meet the overall objectives of the City within the project's budget. The City has the right to reject any or all proposals as well as to waive any irregularities as to any submitted proposal.

B. Evaluation Criteria Scoring

Each proposal shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

Criteria and Maximum Scores:

1. Project Approach and Understanding – 40 pts
2. Demonstrated Technical Experience – 30 pts
3. Firm's Experience – 30 pts

Total Points Available 100

C. Proposal Review

An evaluation committee ("Committee") will be evaluating the proposals received. For the purpose of scoring proposals, committee members will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including, but not limited to, input from technical advisors, to assist in evaluating proposals. The successful Consultant shall be selected by the following process:

1 The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.

2 A short list of Consultants based on the highest scores, may be selected for telephone or group interviews *if deemed necessary*. The City reserves the right to increase or decrease the number of Consultants on the short list depending on the scoring and whether the Consultants have a reasonable chance of being awarded a contract.

3 If interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

4 Negotiations will follow with the selected Consultant, and, if successful, the Consultant and City will enter into a contract for the work.

D. Clarification during Review Process

During the evaluation process, the City has the right to request additional information and presentations for clarification in order to understand the Consultant's view and approach to the project and scope of the work. The City further reserves the right to make an award without further clarification of proposals reviewed. Any changes to a submitted proposal made before executing the contract will become part of the final Consultant contract.

VI. TERMS AND CONDITIONS

A. Errors and Omissions

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, in writing, if the proposer discovers any ambiguity, discrepancy, omission or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals.

VII. CONTRACT

A sample of the standard City Consultant Agreement is attached for reference. Comments to the agreement (if any) shall be submitted as part of this proposal.

Attachments:
A – Template contract

PROPOSAL OF SERVICES

LANDSCAPE AND IRRIGATION DESIGN SERVICES

40TH STREET AND SAN PABLO AVENUE MEDIAN LANDSCAPING PROJECT

submitted to

City of Emeryville

May 4, 2018

Callander Associates
Landscape Architecture
40 YEARS

TABLE OF CONTENTS

1. Cover Letter 1

2. Proposal Summary 2

3. Project Approach 4

4. Project Team 7

5. Firm Qualifications 8

- Relevant Experience

6. Comments 11

7. Fee Proposal 12

- Hourly Billing Rates
- Task Matrix

Callander Associates
Landscape Architecture
40 YEARS

Mr. Chadrick Smalley, Economic Development and Housing Manager
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

Tel: 510-596-4355
csmalley@emeryville.org

RE: 40TH STREET AND SAN PABLO AVENUE MEDIAN LANDSCAPING PROJECT / proposal for landscape and irrigation design services.

As part of a grant utilizing Affordable Housing and Sustainable Communities funds the City is required to make improvements to the medians on 40th Street and San Pablo Avenue within the City limits. In addition to the basic requirements of the grant, the City would also like to extend the recycled water main on 40th Street from Hubbard Street to San Pablo Avenue. Although at first glance the project seems straight forward we see several challenges including;

- An expedited schedule requiring bid documents to be completed by October 2018.
- The potential requirement for Bay Friendly Certification (to be confirmed)
- Obtaining the required Caltrans encroachment permit for work within San Pablo Avenue
- Realizing total proposed improvements within the $600,000 construction budget

Callander Associates is uniquely qualified to address these challenges and realize this project for the City. Over our 45 years in business we have successfully completed numerous median projects, many of which have occurred within Caltrans Right of Way. Most recently, we were able to secure a Caltrans encroachment permit for a median in South San Francisco in one month! We will utilize this experience to anticipate Caltrans' requirements ensuring a complete application which will lesson the review period by Caltrans staff. In addition, we have staff trained in Bay Friendly principals who have recently completed the certification process on a couple Bay Area projects, including a segment of the Emeryville Greenway.

We are excited to submit this proposal to you for your consideration and hope that we get the opportunity to successfully complete this project for the Emeryville community.

Sincerely,

Brian Fletcher, President
Callander Assocaites (Established 1973)
1633 Bayshore Highway, Suite 133
Burlingame, CA 94010
(650) 375-1313
bfletcher@callanderassociates.com

2. PROPOSAL SUMMARY

PROJECT UNDERSTANDING

As part of a grant awarded to the City of Emeryville for the new mixed-use affordable apartment community at 3706 San Pablo Avenue, the City has committed to make transit improvements on neighboring streets. This includes providing new planting and irrigation to medians along 40th Street and re-landscaping medians along San Pablo Avenue within the City limits. In addition, the City would like to use reclaimed water for the 40th Street irrigation and extend the recycled water main from Hubbard Street to San Pablo Avenue for future improvements. Additional improvements include removal and replacement of topsoil on the 40th Street medians, retention of the San Pablo Street trees, and designing planting and irrigation to meet Bay Friendly standards. Bay Friendly certification was not explicitly asked for within the RFP, however on previous City projects this has been a requirement and therefore we have included this effort as an optional service. Finally, the City has a total project construction budget of $600,000.

PROPOSAL HIGHLIGHTS

There are a number of potential challenges for a successful project outcome that we have specifically addressed within our proposal.

SCHEDULE & CALTRANS COORDINATION

The grant requires that bid documents be completed by October 2018 or the City may have to let the developer complete the median improvements. The biggest challenge to meeting this schedule is obtaining a Caltrans encroachment permit. Our strategy is to apply for the encroachment permit early utilizing our 90% submittal to the City. Our recent median encroachment permit application for the City of South San Francisco was obtained in one month, so it is conceivable that we could have complete bid documents and encroachment permit by the October deadline. However, if the encroachment permit takes longer, we will ensure that the bid documents are completed by the October date and work to obtain the encroachment permit by the time the construction contract is awarded.

BAY FRIENDLY

We will utilize our specialized Bay Friendly training and experience on past successful projects to ensure that the project is designed to meet these standards. In addition, we have provided an optional service if the City chooses to go through the Bay Friendly certification process. This process can be arduous. However, we feel confident that we can accomplish the certification process within the time frame proposed.

BUDGET

As we are all painfully aware project construction costs have rapidly increased over the past few years. Callander Associates has been carefully monitoring this rise by charting unit prices on each project bid result that we obtain. We utilize this data to keep our estimates as accurate as possible to the current bidding environment. We have reviewed the project limits have prepared an internal construction estimate for the proposed improvements. Unfortunately, our estimate of $780,000 to $850,000 for the desired improvements exceeds your budget of $600,000. We will work with you to identify value engineering options that will bring estimates back towards the budget while not sacrificing the intent and requirements of the grant.

3. PROJECT APPROACH

SCOPE OF SERVICES

Under contract to the City of Emeryville, Callander Associates will provide design and construction support services for the 40th Street and San Pablo Avenue Median Landscaping Project. To assist you in these efforts, we would propose to complete the following tasks in chronological order. The items shown in ***bold-face italics*** are documents that we would prepare as part of our tasks. Day to day contact and coordination will be by Zach Katz while Brian Fletcher will attend all City meetings and provide internal QA/QC. Refer to Item 7 (Fee Proposal) for a description of fees and allocation to specific tasks.

TASK 1: CONSTRUCTION DOCUMENTS

1.01 **Kickoff Meeting:** Allow for a single meeting with City staff to review overall project goals including representatives from the Public Works and Community Development Departments. Discuss direction for plant material selections and irrigation standards and confirm total available construction budget. Obtain available base information and provide written ***meeting summary***.

1.02 **Document Review:** Review available information made available by the City including existing as-built drawings of the project area as well as applicable grant agreements. Identify any additional required information.

1.03 **Base Mapping:** Using supplied base information supplemented with Google Earth aerial images develop an overall corridor base sheet. It is assumed that the City has sufficient base information, including horizontal control, for use in preparing plans to meet Caltrans standards. Print base sheets for internal use and for site reconnaissance.

1.04 **Site Reconnaissance:** With base information in hand walk segments of the corridor to review apparent features. Note existing conditions on base sheet for studio purposes. Landscape maintenance staff shall attend site walk to review existing irrigation system and location of recycled water main on 40th Avenue.

1.05 **Conceptual Design – 30% Submittal:** Based upon the above, proceed to develop construction documents to a 30% level of completion. Submittal shall include:

a. preliminary planting plan
b. preliminary irrigation plan identifying points of connection, mainline run, and material selection
c. image board showing pictures of proposed plant materials

Submit ***conceptual design submittal*** for City review and comment.

1.06 **Preliminary Cost Estimate:** Proceed to develop an ***estimate of total project costs*** for improvements identified in the conceptual design submittal. If estimate is over construction budget identify areas of value engineering and/or reduction in project limits.

1.07 **Staff Meeting:** Review the above information at a single meeting with City staff. Discuss and obtain feedback on conceptual design, project limits, and develop a direction for proceeding with refined construction drawings. Prepare written ***meeting summary***.

1.08 **Prefinal Design (Construction Documents - 90% Submittal):** Based upon feedback from above, refine plans and prepare ***construction documents*** to a 90% level of completion. The 90% package is anticipated to include:

KEY BENEFITS

The following is a list of specialized training, skills, and services that Callander Associates will utilize on this project. These are further described in subsequent sections of our proposal.

- Over 45 years of public works implementation and lessons learned to apply to your project.
- Project leadership in Zach Katz and Brian Fletcher with significant streetscape experience and with recent project experience relating to specific project challenges.
- Working relationship with the City of Emeryville.
- Specialized training in Bay Friendly principals and recent successful certifications.
- Recent Caltrans encroachment permit success.
- Full time construction manager to ensure timely responses during construction.
- Long and successful working relationship with our electrical sub consultant Zeiger Engineers.

Bay Friendly signage incorporated into landscape areas - Hacienda Avenue, Campbell

a. Title Sheet
b. Demolition Plans
c. Electrical Plans (irrigation purposes only)
d. Irrigation Plans
e. Planting Plans
f. Construction Details
g. Updated cost estimate

1.09 **Technical Specifications:** Prepare draft technical specifications in support of the work indicated on the drawings. Prepare in CSI format.

1.10 **Review Meeting:** Review the above submittal with City staff and obtain comments. Submit ***summary memo*** and ***responses to comments*** on next submittal.

2.0 PERMIT PROCESSING

2.01 **Permit Application:** Coordinate with City staff in the preparation of the necessary Caltrans ***encroachment permit application*** documentation. Callander Associates to prepare draft application for review and submittal by City of Emeryville. It is assumed that the 90% submittal will be to a sufficient level of completion for use in both the Caltrans encroachment permit and City building permit applications.

2.02 **Caltrans Coordination:** Allow for ongoing Caltrans coordination and plan refinements throughout encroachment permit processing. Incorporate plan changes into final bid document package below. We have assumed one round of revisions and phone coordination with Caltrans staff throughout this process.

2.03 **Final Design (Construction Documents – 100% Submittal):** Based on comments received from the 90% submittal and feedback from Caltrans and building department above, incorporate final revisions to drawings and technical specifications. Prepare final ***bid documents*** including engineer's estimate and bid form. Submit one wet signed camera ready original to City.

2.04 **Archive:** Proceed to package all electronic materials prepared and copy to a CD-ROM as record and for recovery at a later date.

3.0 BIDDING AND CONSTRUCTION ASSISTANCE

Callander Associates can provide a variety of construction administration services to support City staff. Based upon our understanding of our involvement we propose the following services.

3.01 **Pre-Construction Phase**
a. Respond to bidder's requests for information.
b. Prepare addenda as necessary.
c. Provide analysis of bids received

3.02 **Construction Phase**
a. Perform site visits as required by the specifications during construction activities followed up by written field reports (up to two site visits).
b. Provide clarifications of the contract documents in response to request by the Contractor.
c. Review, log and process shop drawings, submittals, RFIs and change order requests.
d. Develop "punch list" items and follow-up with corrective measures.
e. Assist in reviewing change orders for City execution.
f. Attend a substantial completion walk-through with City staff.

3.03 **Post-Construction Phase**

a. Review record drawings with Contractor. Incorporate addenda, change orders, field notes, etc. into a single as-built set of drawings. Provide one set of reproducibles and electronic files.

4.0 BAY FRIENDLY CERTIFICATION

As it was not clear within the RFP if Bay Friendly "Certification" was going to be required we have opted to keep this as a separate optional task. On prior Emeryville projects Bay Friendly Certification has been a requirement. The City will be required to also retain an independent Bay Friendly "Rater" for the purposes of certification.

4.01 **Scorecard Goals Meeting:** As part of the kick off meeting meet with City staff and Bay Friendly Rater to identify the Bay-Friendly Landscaping measures the project will seek to include.

4.02 **Project Application:** Provide ***project contacts, project data*** such as square footages and ***preliminary water calculations*** to the Rater for their inclusion in the Project Application.

4.03 **Plan Review:** Provide digital (pdf) ***copies of the plans*** and specs to the Bay-Friendly Rater at the following points. Allow for a 2-week review period.

a. Conceptual Design – 30% submittal
b. Design (Construction Documents - 90% Submittal)
c. Final Design (Construction Documents – 100% Submittal)

4.04 **Pre-Construction Meeting:** Attend a single project meeting with City staff, Rater and Landscape Contractor prior to construction.

4.05 **Post-Construction Site Inspection:** Attend a single project meeting with City staff, Rater and Landscape Contractor after substantial completion of the project.

4.06 **Documentation:** Collect all ***applicable submittals*** outlined in the Bay-Friendly Rating Manual to submit to Rater for review.

4.07 **Final Rating Results:** Update project intake form, project data form, water savings calculator as appropriate. Fill out evaluation form and provide project photos to Rater for inclusion in the Final Rating Results.

5.0 ADDITIONAL SERVICES

5.01 All tasks not specifically noted above could be performed as additional services. These tasks would include, but not be limited to, all revisions or additional submittals required by the City or any other agency's review, other meetings, additional design studies, or other tasks not specifically noted in the foregoing. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to this agreement.

6.0 REIMBURSABLE EXPENSES

6.01 In addition to the above fees, we would bill for all printing and reproduction, delivery, horticultural soils samples, the communication and insurance surcharge, and other reimbursable expenses as noted in the attached Standard Schedule of Compensation. You should establish a tentative budget for these expenses (see 7.0 Summary below). These costs will be itemized on our invoice and compared monthly with the total allowances to assist you in monitoring these costs.

The individuals listed within this proposal will be performing the work identified and will not be substituted without City's approval:

PRIME

Project Manager
ZACK KATZ, PLA

- B,S Landscape Architecture, University of Oregon
- Landscape Architect, CA #6170
- Bay Friendly Qualified Landscape Design Professional

Since joining Callander Associates in 2013, Zach has proven himself to be a very versatile member of our staff, contributing to everything from plan preparation and visual simulations to construction detailing and development of plans in compliance with Bay Friendly Design Guidelines. Zach's passions include sustainable design and many projects have benefited from the thoughtful approach he brings to all of his work

Principal - in- Charge
BRIAN FLETCHER, PLA
ASLA

- B.S. Landscape Architecture, Cal Poly, SLO
- Landscape Architect, CA #4671
- Member, American Society of Landscape Architects
- Member, SPUR

Brian Fletcher, will be the principal in charge of overseeing the design team's efforts and the primary meeting facilitator He will be utilizing a focused approach to create site specific design solutions that strive to reflect the character of the community. This approach has garnered several a real sense of pride and ownership from the community.

Construction Manager
SHAWN SANFILIPPO,
ISA, CLIA

- B.S. Landscape Architecture, Cal Poly, SLO
- Certified Arborist, ISA #WE-8874A
- Certified Landscape Irrigation Auditor #81271, Irrigation Association, 2009

Shawn's responsibilities as the construction manager are to maintain budgets and schedules, work closely with both client and contractor, and oversee construction for conformance with the construction documents. He has successfully managed a range of park, facility, and sports field projects through the construction process, from smaller landscape renovations to multi –million dollar new construction efforts.

ELECTRICAL: Zeiger Engineers, Inc.

Project Manager
RON ZEIGER, P.E.

- University of California, Berkeley - B.S. in Electrical Engineering,
- Professional Electrical Engineer, 1969, CA

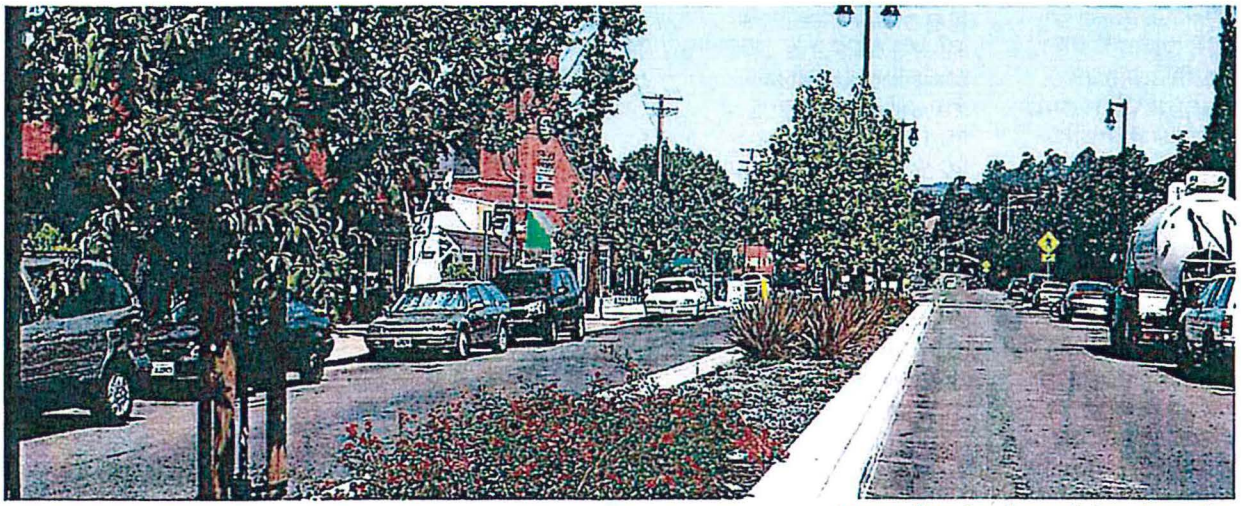
President of Zeiger Engineers Inc. for the past thirty four years, Mr. Zeiger has been actively engaged in electrical engineering since 1965. His wide ranging experience includes work on sports facilities and street lighting, schools, universities, research and industrial facilities, office buildings, hotels, housing projects, museums, theaters, churches, libraries, restaurants, community centers, and extensive experience in technology systems and lighting design.

5. FIRM QUALIFICATIONS

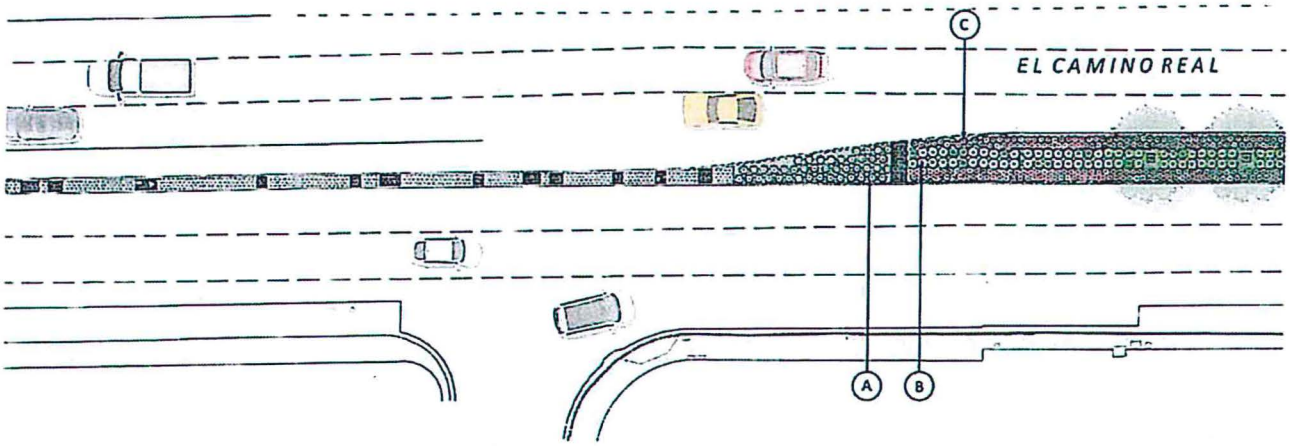
Since 1973, Callander Associates has been providing a full range of design services including preliminary design, permitting assistance, construction documents, and construction review services for streetscape and median projects. Many of these projects have been within the Caltrans right of way and have involved complex funding requirements and tight deadlines. We work closely with planning and public works professionals, as well as stakeholders, merchants and the community, to facilitate creative and comprehensive design alternatives. These services include consultant coordination, costs estimating, phasing recommendations, Bay Friendly certification assistance, full PS&E's and preparation of funding and permitting submittals.

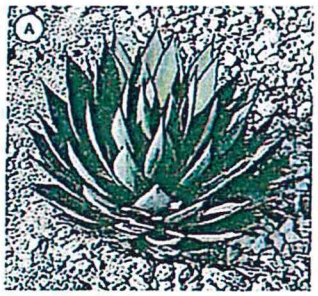
The following is a list of specialized training, skills, and services that Callander Associates will provide on this project.

- Over 45 years of public works implementation and lessons learned to apply to your project.
- Project leadership in Zach Katz and Brian Fletcher, both licensed landscape architects, who recently managed the design and implementation of a segment of the Emeryville Greenway as well as design and construction drawings for several medians in South San Francisco. Specific experience to bring forward from those projects includes;
    - Working relationship with City of Emeryville staff to improve communication, anticipate needs, and generally reduce the oversight needed by City staff.
    - Successfully completed the Bay Friendly design and certification process. Lessons learned have been incorporated into our project approach.
    - Understanding of City of Emeryville planting and irrigation standards.
    - Successfully coordinated with Caltrans in developing a comprehensive encroachment permit application that resulted in an approved permit in just one month.
- Full time construction manager Shawn Sanfilippo will ensure timely responses to submittals and RFI's to avoid project delays.
- Zach Katz has completed specialized Bay Friendly training to ensure a smooth certification process.
- Long and successful working relationship with Zeiger Engineers who will ensure electrical points of connection are fully coordinated prior to construction.



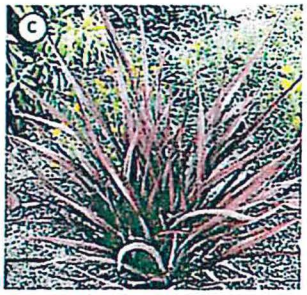
MacArthur Boulevard, San Leandro





Agave 'Blue Glow'

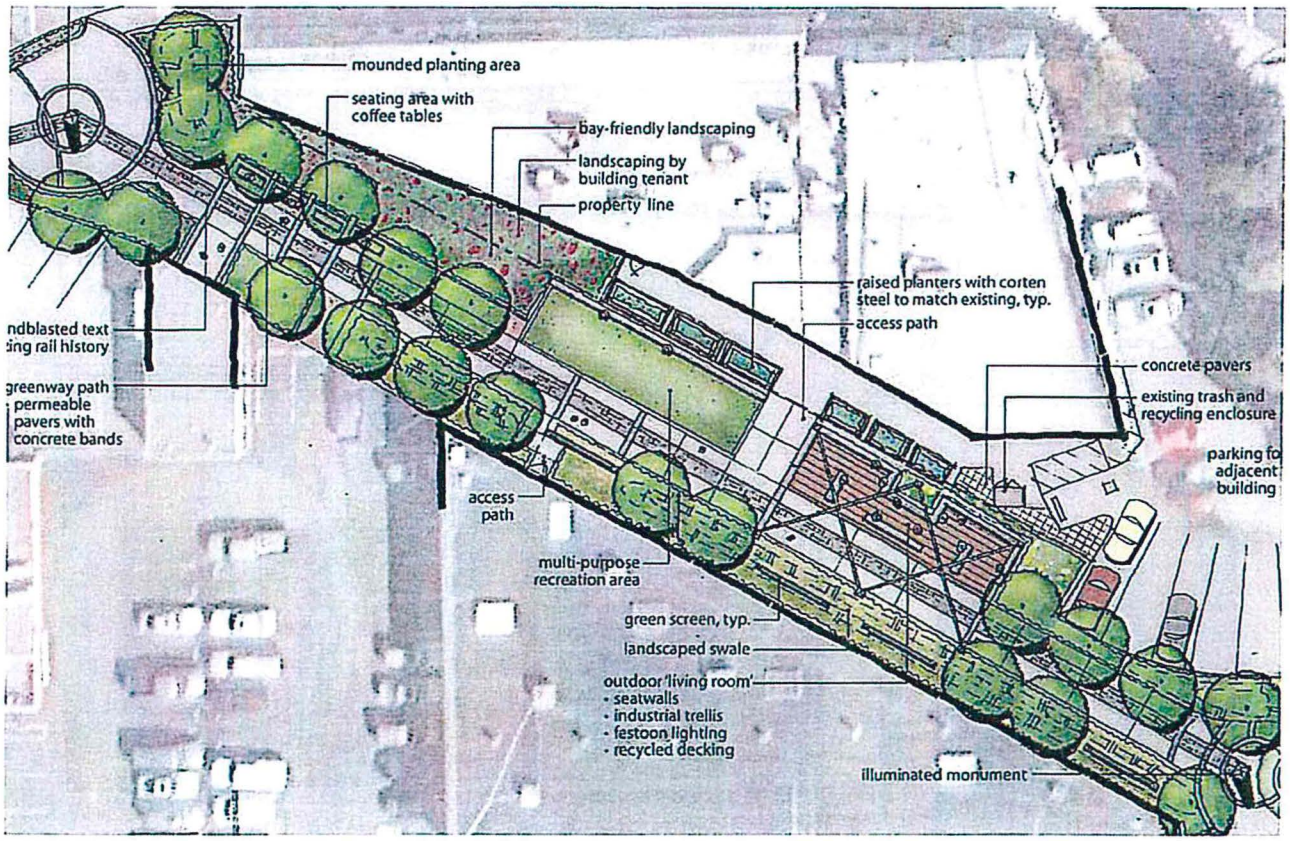
Calamagrostis x acutiflora 'Karl Foerster'



Phormium 'Amazing Red'

South San Francisco Medians | South San Francisco

The City of South San Francisco retained Callaner Associates to improve the appearance of El Camino Real and provide a greater sense of arrival for visitors. As El Camino is under the jurisdiction of Caltrans, Callander Associates worked within Caltrans standards and developed on overall vision for the corridor complete with trees best suited for the harsh City climate, drought tolerant and low maintenance plant materials, and a coordinate gateway sign program. Maintenance was further addressed through a new irrigation system, weather station, and the addition of maintenance paving strips that worked seamlessly with the overall design of the medians and provided crews with safe areas to walk. The first phase of the project is moving quickly and complete PS&E's were prepared and a Caltrans encroachment permit has been granted. The project will be bid later this Spring.



Emeryville Greenway | Emeryville

The Emeryville Greenway, Powell to Stanford, will help close a gap in a trail that will eventually lead from El Cerrito to Treasure Island. This 1/8 mile portion of the trail will serve as both a transportation corridor and an outdoor living room of the various high density apartments and condos surrounding the site. There will be a small dog park, a seating area with festoon lighting for both formal and informal gatherings, wind powered monuments, waterwise Bay Friendly landscaping and irrigation, and lighting. The project will also provide additional seating for nearby businesses. With a substantial amount of public outreach by the City and Callander, the project is fully funded through a Proposition 84 grant. The project site is an old railroad corridor and the site required much remediation prior to construction of the proposed improvements.

John Daly Boulevard Complete Streets | Daly City

John Daly Boulevard is a key East West arterial for the City of Daly City. This particular segment of the road, from DeLong Street to Mission Boulevard, also plays a critical role providing residents and visitors access to the BART Station as well as serving as a primary gateway to the City. However, after years of neglect and impacts of the drought it was time for a facelift. Callander Associates was retained by the City to not just enhance the roadways aesthetics but to improve it function as well. New bike lanes and separated sidewalks provide much needed pedestrian and bicycle enhancements, reduced lane widths provide traffic calming, curb cuts and bioswales provide LID stormwater treatment features, and re-imagine landscape upgrades provide biodiversity, expansion of the urban forest, and a uniquely Daly City aesthetic.

6. COMMENTS

Callander Associates does not have any comments or requested changes to the draft Professional Services Agreement.

Callander Associates Landscape Architecture
May 4, 2018

Compensation Summary
40th and San Pablo Medians

Overall

Based on the attached "Scope of Work" prepared by Callander Associates (as part of our proposal), and the "Task Matrix" dated May 4, 2018, we have prepared the following summary of

Fees - Basic Services

task		CA	ZEIGER	Totals
1.0	construction documents	$26,851	$2,000	$28,851
2.0	permit processing	$8,569	$1,000	$9,569
3.0	bidding and construction assistance	$7,752	$500	$8,252
4.0	bay friendly certification	$7,172	$0	$7,172
	reimbursable expenses (allowance)			$4,038
	Subtotal (fees and expenses)	$50,344	$3,500	$57,882

Total Compensation **$57,882**

All reimbursable expenses, including the communication and insurance surcharge noted on the included Standard Schedule of Compensation dated 2018 (Burlingame), would be invoiced as a separate line item. These costs will be itemized on our invoice and compared monthly with the

Please note that the fees quoted for Zeiger Engineers is an allowance only for coordination of an electrical point of connection for a new irrigation controller on 40th Street. This may change based upon existing site conditions and/or level of coordination with PG&E.

Task Matrix

40th and San Pablo Medians

May 4, 2018

		Callander Associates' Personnel and Rates												
		Principal @ $200		Proj Manager @ $131		Designer 2 @ $113		Administrator @ $105		Construction Man. @ $153		CA Fees		Zeiger
Phase	Description	hrs	$'s	hrs	$'s	hrs	$'s	hrs	$'s	hrs	$'s	hrs	$'s	$'s
1.0	***Construction Documents***													
1.01	kickoff meeting	3.0	$ 600.00	5.0	$ 655.00	-	$ -	0.5	$ 52.50	-	$ -	8.5	$ 1,307.50	$ -
1.02	document review	1.0	$ 200.00	2.0	$ 262.00	-	$ -	-	$ -	-	$ -	3.0	$ 462.00	$ -
1.03	base mapping	-	$ -	2.0	$ 262.00	4.0	$ 452.00	-	$ -	-	$ -	6.0	$ 714.00	$ -
1.04	site reconnaissance	-	$ -	6.0	$ 786.00	8.0	$ 904.00	-	$ -	6.0	$ 918.00	20.0	$ 2,608.00	$ -
1.05	conceptual design - 30% submittal	2.0	$ 400.00	24.0	$ 3,144.00	40.0	$ 4,520.00	-	$ -	2.0	$ 306.00	68.0	$ 8,370.00	$ -
1.06	preliminary cost estimate	1.0	$ 200.00	4.0	$ 524.00	6.0	$ 678.00	2.0	$ 210.00	1.0	$ 153.00	14.0	$ 1,765.00	$ -
1.07	staff meeting	3.0	$ 600.00	4.0	$ 524.00	-	$ -	0.5	$ 52.50	-	$ -	7.5	$ 1,176.50	$ -
1.08	prefinal design (construction documents - 90% submittal)	2.0	$ 400.00	24.0	$ 3,144.00	36.0	$ 4,068.00	2.0	$ 210.00	2.0	$ 306.00	66.0	$ 8,128.00	$ 2,000.00
1.09	technical specifications	1.0	$ 200.00	4.0	$ 524.00	-	$ -	4.0	$ 420.00	-	$ -	9.0	$ 1,144.00	$ -
1.10	review meeting	3.0	$ 600.00	4.0	$ 524.00	-	$ -	0.5	$ 52.50	-	$ -	7.5	$ 1,176.50	$ -
		16.0	$ 3,200.00	79.0	$ 10,349.00	94.0	$ 10,622.00	9.5	$ 997.50	11.0	$ 1,683.00	209.5	$ 26,851.50	$ 2,000.00
2.0	***Permit Processing***													
2.01	permit application	2.0	$ 400.00	4.0	$ 524.00	4.0	$ 452.00	-	$ -	-	$ -	10.0	$ 1,376.00	$ -
2.02	Caltrans coordination	2.0	$ 400.00	12.0	$ 1,572.00	-	$ -	-	$ -	-	$ -	14.0	$ 1,972.00	$ -
2.03	final design (construction documents -100% submittal)	2.0	$ 400.00	8.0	$ 1,048.00	24.0	$ 2,712.00	2.0	$ 210.00	1.0	$ 153.00	37.0	$ 4,523.00	$ 1,000.00
2.04	archive	-	$ -	2.0	$ 262.00	2.0	$ 226.00	2.0	$ 210.00	-	$ -	6.0	$ 698.00	$ -
		6.0	$ 1,200.00	26.0	$ 3,406.00	30.0	$ 3,390.00	4.0	$ 420.00	1.0	$ 153.00	67.0	$ 8,569.00	$ 1,000.00
3.0	***Bidding and Construction Assistance***													
3.01	pre-construction phase	-	$ -	2.0	$ 262.00	2.0	$ 226.00	-	$ -	6.0	$ 918.00	10.0	$ 1,406.00	$ -
3.02	construction phase	-	$ -	4.0	$ 524.00	8.0	$ 904.00	-	$ -	24.0	$ 3,672.00	36.0	$ 5,100.00	$ 500.00
3.03	post - contrstruction phase	-	$ -	2.0	$ 262.00	6.0	$ 678.00		$ -	2.0	$ 306.00	10.0	$ 1,246.00	$ -
		-	$ -	8.0	$ 1,048.00	16.0	$ 1,808.00	-	$ -	32.0	$ 4,896.00	56.0	$ 7,752.00	$ 500.00

P2682_FEE

© copyrighted 2018 Callander Associates Landscape Architecture, Inc.

Task Matrix

40th and San Pablo Medians

May 4, 2018

		Callander Associates' Personnel and Rates												
		Principal @ $200		Proj Manager @ $131		Designer 2 @ $113		Administrator @ $105		Construction Man. @ $153		CA Fees		Zeiger
Phase	Description	hrs	$'s	hrs	$'s	hrs	$'s	hrs	$'s	hrs	$'s	hrs	$'s	$'s
4.0	*Bay Friendly Certification*													
4.01	scorecard goals meeting	-	$ -	4.0	$ 524.00	-	$ -	-	$ -	-	$ -	4.0	$ 524.00	$ -
4.02	project application	1.0	$ 200.00	6.0	$ 786.00	-	$ -	-	$ -	-	$ -	7.0	$ 986.00	$ -
4.03	plan review	-	$ -	12.0	$ 1,572.00	-	$ -	-	$ -	-	$ -	12.0	$ 1,572.00	$ -
4.04	pre-construction meeting	-	$ -	4.0	$ 524.00	-	$ -	-	$ -	4.0	$ 612.00	8.0	$ 1,136.00	$ -
4.05	post-construction site inspection	-	$ -	4.0	$ 524.00	-	$ -	-	$ -	4.0	$ 612.00	8.0	$ 1,136.00	$ -
4.06	documentation	-	$ -	8.0	$ 1,048.00	4.5	$ 508.50	-	$ -	-	$ -	12.5	$ 1,556.50	$ -
4.07	final rating results	-	$ -	2.0	$ 262.00	-	$ -	-	$ -	-	$ -	2.0	$ 262.00	$ -
		1.0	$ 200.00	40.0	$ 5,240.00	4.5	$ 508.50	-	$ -	8.0	$ 1,224.00	53.5	$ 7,172.50	$ -

	hrs	CALA	ZEIGER	TOTAL
1.0 Construction Documents	209.50	$ 26,851.50	$ 2,000.00	$ 28,851.50
2.0 Permit Processing	67.00	$ 8,569.00	$ 1,000.00	$ 9,569.00
3.0 Bidding and Construction Assistance	56.00	$ 7,752.00	$ 500.00	$ 8,252.00
4.0 Bay Friendly Certification	53.50	$ 7,172.50	$ -	$ 7,172.50
Reimbursables		$ 3,500.00		$ 4,038.38
TOTAL COMPENSATION	386.00	$ 53,845.00	$ 3,500.00	$ 57,883.38

P2682_FEE

© copyrighted 2018 Callander Associates
Landscape Architecture, Inc.

Callander Associates
Landscape Architecture
40 YEARS

Standard Schedule of Compensation 2018 Burlingame

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Principal	$200/hour
Senior Associate	$183/hour
Associate	$173/hour
Senior Project Manager	$157/hour
Project Manager 1	$150/hour
Project Manager 2	$142/hour
Construction Manager	$153/hour
Job Captain	$131/hour
Designer 1	$123/hour
Designer 2	$113/hour
Assistant Designer	$100/hour
Project Administrator	$105/hour
Accounting	$126/hour

Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

Payments

Payments are due within ten days after monthly billing with amounts more than thirty days past due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project..

ZEIGER ENGINEERS, INC.
478 3RD STREET, OAKLAND, CALIFORNIA 94607
TEL: (510) 452-9391
FAX: (510) 452-0661
www.zeigerengineers.com

BILLING RATE SCHEDULE

Applicable Period
January 1, 2018 through December 31, 2018

Principals	$242.00
Senior Engineers	$218.00
Engineers	$194.00
Electrical Designer	$164.00
CAD Operator	$132.00
Jr. CAD Operators	$97.00
Expert Witness	$431.00
Administrative	$124.00