

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of this 3rd day of November, 2015, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **BIGGS CARDOSA ASSOCIATES, INC** ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the City desires to complete a design update and prepare plans and specifications for Public Bidding of the South Bayfront Bridge/Horton Landing Park project; 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:

I. SCOPE OF SERVICES AND TERMINATION DATE**A. Project Description**

A complete Project Description is described in the Consultant's Scope of Services dated September 25, 2015, attached hereto as Exhibit A.

B. Services

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

C. Schedule and Completion Date:

The services to be provided by Consultant under this Agreement shall commence on the effective date and terminate on June 30, 2017.

FOR CITY USE ONLY			
Contract #:	15072-0000-PW01	CIP #:	16475006
Reso. #:	15-132	EPW #:	N/A

II. WORK CHANGES

- A. 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.
- B. 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.
- C. 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 III.B 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.

III. COMPENSATION AND METHOD OF PAYMENT

- A. 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.
- B. The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FOUR HUNDRED THOUSAND SEVEN HUNDRED AND FORTY DOLLARS (\$400,740)** except as outlined in Section II.C., above. The compensation for Services performed shall be on a lump sum or time and material basis for the various tasks listed in Exhibit "A". An allowance in the amount of **\$37,000** is included in the Total Compensation for unanticipated

additional services that may be requested by the City and said service if requested shall be compensated as negotiated based on lump sum or time and materials. 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 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

IV. COVENANTS OF CONSULTANT

A. 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.

B. 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 as enacted by AB 573. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and City's members, officers, employees, and volunteers from and against judgments, losses, liabilities, damages, injury (including, without limitation, injury to or death of an employee of Consultant or subconsultants), to the extent caused by the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them or anyone that they control, arising from the performance of services under this Agreement, but excluding the negligence or willful misconduct of City, City's employees, or agents. 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 City, its members, officers, employees, and volunteers shall survive termination of this Agreement.

C. 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.

D. Insurance

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.
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 Five Million Dollars (\$5,000,000) aggregate 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.

- 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)

- 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. Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverage.

- i. 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.

- ii. 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.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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

- i. 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.

5. Acceptability of Insurers: Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

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.
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.
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.

E. Records, Reports and Audits

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.

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.
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.

F. 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.

G. 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.

H. 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.

I. 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.

J. Key Personnel

Mahvash Harms and Martin Bodemar are necessary for 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.

K. 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.

L. 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 and 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.

M. 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.

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 \$14.44 per hour (as of July 1, 2015, 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.

N. 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 insure that all subcontracts include the following provisions. If, for some reason, these provisions are not included in subcontracts, they shall nevertheless apply:

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.
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.
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 on-line at <http://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. 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.
 - 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:

- i. 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.
- ii. 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.
- iii. 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.
- 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.

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 1777.6 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.

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."

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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work shall be exchanged between Maurice Kaufman for the City and Martin Bodemar for the Consultant.

B. 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

Maurice Kaufman
Public Works Director/City Engineer
City of Emeryville
1333 Park Avenue
Emeryville, California 94608
Phone No. (510) 596-4334
Fax No. (510) 596-4389
E-Mail mkaufman@emeryville.org

CONSULTANT

Mahvash Harms
Biggs Cardosa Associates, Inc.
865 The Alameda
San Jose, CA 95126-3133
Phone No. (408) 296-5515
E-Mail: mharms@BiggsCardosa.com

XIII. 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: 11-3, 2015


Carolyn Lehr, City Manager

CONSULTANT

Dated: October 7, 2015

By: 
Its: PRINCIPAL

SCOPE OF SERVICES

ARCHITECTURAL/ENGINEERING SERVICES FOR THE DESIGN UPDATE OF THE SOUTH BAYFRONT PEDESTRIAN BICYCLE BRIDGE

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1.0 GENERAL

1.0.1 Scope of Work

Under this Agreement, the CONSULTANT's general Scope of Services is to provide a design update of the Architectural/Engineering Services for the South Bayfront Pedestrian Bicycle Bridge. This includes: (1) project management and administration services; (2) meetings and coordination; (3) detailed design updates of structural, civil, geotechnical, utility, architectural, electrical, and other engineering elements; and (4) engineering support services during bidding. The CONSULTANT's final work product shall be a set of bid-ready construction contract Plans, Specifications, and Estimates (PS&E) with which the City of Emeryville will let a construction contract to construct the South Bayfront Pedestrian Bicycle Bridge project.

1.0.2 Project Background/History

The South Bayfront Pedestrian Bicycle Bridge project is a pedestrian/bicycle bridge project that consists of the following elements: two stair structures, two ramp structures, an arch bridge main span over UPRR, a creek bridge, a bridge modification, two retaining walls, and a park east of the railroad corridor. The project is located in Emeryville, California, near the Bay Street Mall. The project design was begun in 2007, and the project was stopped in January 2012 when the City of Emeryville lost the project's construction funding. When the project was stopped, it had been advanced to a completed design with the exception of a few outstanding items (most notably a signed agreement with UPRR). This design update is intended to update the project to 2015 design standards and prepare the project for construction contract bidding.

1.0.3 Agreement Tasks

The CONSULTANT's specific Scope of Services is divided into seven Tasks:

- Task 1 – Project Management
- Task 2 – Meetings and Coordination
- Task 3 – Final PS&E (Updated): 100% Submittal
- Task 4 – Construction Contract Bid Documents (Updated): Issued For Bid (IFB) Submittal
- Task 5 – Engineering Support Services during Construction Contract Bidding

The CONSULTANT shall perform each Task in accordance with the Project Design Schedule included in Article 1.6. Each Task is described in the following articles.

1.1 TASK 1 – PROJECT MANAGEMENT

Under Task 1, the CONSULTANT shall provide, for the duration of this Agreement, general management and administrative services as described herein.

1.1.1 Project Manager

The CONSULTANT shall retain project manager who will: (a) have full responsibility for the execution of the Scope of Services; (b) be the CONSULTANT's authorized representative and single point-of-contact in all matters on behalf of the CONSULTANT; (c) be present (or its approved designee will be present) during the performance of the Scope of Services; and (d) be available to execute instructions and directions given by City or its authorized representatives.

The CONSULTANT shall coordinate the performance of the work within the project design team and with the City. This effort shall include keeping the City informed regarding important project issues.

1.1.2 Project Schedules

Critical Path Method (CPM) Control Schedule. The CONSULTANT shall develop a CPM Control Schedule to a level of detail that clearly tracks the progress of all required tasks and Project Submittals identified in this Agreement. The CPM Control Schedule shall be prepared in Microsoft Project. The CPM Control Schedule does not need to be resource-loaded.

The CONSULTANT shall submit a CPM Control Schedule to the City for review and approval within 30 calendar days following NTP. Schedule updates, both hardcopy and electronic, shall be submitted to the City for review and comment on a monthly basis thereafter.

1.1.3 Project Submittals

The CONSULTANT shall prepare and transmit to a hard copy and one electronic copy of all Project Submittals and, if required, revisions thereto. Project Submittals include all schedules, reports, design documents, technical specifications, and the construction contract documents.

Electronic copies of submittals shall include a complete compiled Adobe Acrobat pdf file of each document. The pdf file shall be compiled so that a print-out of the pdf file duplicates the hard copy of the submittal. All pdf files should be created directly from the native electronic documents, and not from a raster scan, unless native electronic documents are not available.

1.1.4 Design Reviews

The CONSULTANT shall prepare and transmit Design Documents, and other Project Submittals, to the City for review and comment.

The City shall transmit review comments to the CONSULTANT, who, upon receipt, shall review comments and either:

- Incorporate the reviewers' comments, or
- Discuss, resolve, and reconcile comments with the reviewers in the Comment Resolution Meeting

The CONSULTANT shall submit written responses to each review comment within 10 working days of their receipt. All review comments and their responses shall be captured on comment resolution forms that will be furnished by the CONSULTANT or other approved forms.

The anticipated review agencies or organizations include the following:

- The City of Emeryville Department of Public Works
- The City of Emeryville Building Department and outside consultant
- Union Pacific Railroad
- Novartis
- UBS
- Alameda County Flood Control & Water Conservation District
- Bay Friendly
- Utility Companies
- Construction management consultant

1.1.5 Project Correspondence

The CONSULTANT shall prepare and forward all project correspondence as appropriate. Project correspondence includes all forms, letters, notices, files, meeting agendas, meeting notes, and other formal project communications.

1.1.6 Document Control

The CONSULTANT shall archive and maintain project documents. Project documents include all Project Submittals (including Design Documents), invoices, and general project correspondence.

1.2 TASK 2 – PROJECT COORDINATION AND MEETINGS

1.2.1 Third Party Coordination

The CONSULTANT shall coordinate all communications with Third Parties as required to perform its Scope of Services. The CONSULTANT shall inform the City regarding all Third-Party coordination. Third Parties include the following entities:

- The City of Emeryville Building Department
- Union Pacific Railroad
- Novartis
- UBS
- Alameda County Flood Control & Water Conservation District
- Bay Friendly
- Utility Companies
- The City's Remediation Consultant

The CONSULTANT shall notify the City in writing of any actual or anticipated Third Party coordination problems, and indicate how such problems will likely impact cost and schedule. Notification to the City shall occur upon the CONSULTANT's discovery of such problems.

1.2.2 Alameda County Flood Control & Water Conservation District Permit

The CONSULTANT shall prepare a signature ready Alameda County Flood Control & Water Conservation District Permit application for construction activities and prepare a drawing package to include with the permit application. Submit applications to the City, and assist the City in securing the permit.

1.2.3 Engineering Support

The CONSULTANT shall provide general engineering services, at the request of the City, in support of the following work that will be performed by others:

- Right-of-way acquisitions
- Utility agreements and other Third Party agreements
- Meetings with the Parks Department and City Council
- Communications with the public
- Community outreach/relations
- Advertising and award process for construction contracts
- Permit acquisitions (except as indicated in Article 1.2.2)

Engineering support shall include: (1) landscaping exhibits for use in meetings; (2) partial drawing packages; (3) easement drawing exhibits; and (4) plats and legal descriptions for three UBS permanent easements.

1.2.4 Project Meetings

The CONSULTANT shall actively participate in a project meetings as follows:

- Four Trend Meetings
- Two UPRR Coordination Meetings
- One Comment Resolution Meeting
- One City Council Meeting

Excluding the City Council Meeting, the CONSULTANT shall prepare an agenda and distribute it to the City at least three working days in advance of every project meeting. At a minimum, agendas shall include: (1) meeting title, sequence number and date; (2) estimated duration of meeting; (3) list of invited participants; (4) clear description of work issues to be addressed; and (5) any attachments necessary to highlight or discuss agenda items.

At the conclusion of all project meetings, the CONSULTANT shall prepare and transmit meeting notes to the City for review and comment. At a minimum, meeting notes shall include: (1) meeting title, sequence number, and date; (2) list of participants in attendance; (3) summary of work issues discussed; and (4) a list of all resulting action items including the names of persons responsible for such action items.

1.2.4.1 Trend Meetings

The CONSULTANT's key team members shall attend the first Trend Meeting. Other attendees will include representatives from the City, UPRR (if available), and other Third Parties as appropriate to adequately inform parties regarding the following: project status; roles and responsibilities; key project issues; clarifications; project schedule; and any other areas of concern.

The subsequent Trend Meetings will serve as a regularly scheduled, recurring forum to address specific issues that affect the progress of the CONSULTANT's work. To the extent possible, all project issues should be addressed at this meeting. The CONSULTANT shall identify all such issues in advance and list each issue in the meeting's agenda. The CONSULTANT shall send the agenda for each Trend Meeting to the City three working days in advance of each meeting. The following items shall be included in all Trend Meeting agendas:

- Project Schedule
- UPRR / CPUC status
- Design document status/issues

These items shall be reviewed at Trend Meetings to highlight due dates and prevent schedule slippage.

The Trend Meetings shall be held at the City's offices in Emeryville.

1.2.4.2 UPRR Coordination Meetings

The UPRR Coordination Meetings will serve as the CONSULTANT's primary forum for addressing and resolving UPRR's questions and comments regarding the project. The CONSULTANT shall conduct this meeting as needed. UPRR Coordination Meetings will be arranged by the CONSULTANT as agreed by the City. The first UPRR coordination meeting shall occur as soon as practical after NTP. The second UPRR coordination meeting shall occur after the updated 100% design documents have been reviewed by UPRR.

1.2.4.3 Comment Resolution Meeting

The CONSULTANT shall schedule and convene the Comment Resolution Meeting at the City's request and as needed to resolve any design issues resulting from the design review process described in Article 1.1.4. The CONSULTANT shall be prepared to adequately address any issues identified in the Comment Resolution Form, which the City will transmit in advance of any Comment Resolution Meeting. All such issues will be reconciled in accordance with Article 1.1.4.

1.2.4.4 Park's Department and City Council Meetings

At the City's request, the CONSULTANT shall attend two City Council Meetings and one Park's Department Meeting as needed to support the City's staff during these meetings. As requested by the City, the CONSULTANT shall participate in the presentation of the project at these meetings.

1.3 TASK 3 – FINAL PS&E CHECKED (100 PERCENT) (DESIGN UPDATE)

Under Task 3, the CONSULTANT shall prepare the Final PS&E and other Design Documents by revising the previously prepared "Issued for Bid" documents. This updated package shall represent 100 percent completion of the design update. The CONSULTANT shall ensure that the documents that are complete and ready for reviews per Article 1.1.4.

Title blocks of final Design Plan Sheets shall bear the seal of the CONSULTANT's appropriate professional engineer, architect, or land surveyor that is registered in the state of California.

The CONSULTANT shall provide technical specifications that include the seal of the CONSULTANT's appropriate registered professional(s) for the final submittal.

To this end, CONSULTANT shall complete the following subtasks:

- Updated Final Design Plan Sheets
- Updated Final Technical Specifications
- Updated Final Geotechnical Foundation Report
- Updated Construction Quantities and Cost Estimate
- Updated Construction Schedule
- Structural Calculations Updates

Each subtask is described in the following articles. A list of Task 3 Project Submittals is provided in Article 1.3.8.

1.3.1 Design Plan Sheets

The CONSULTANT shall prepare all updated final Design Plan Sheets. Plans shall be prepared in accordance with the updated standards as indicated below.

1.3.1.1 Civil Design Plans

A set of updated civil design plans shall contain the following sheets as appropriate to manifest the updated design: Construction Areas and Easements, Demolition Plans, Layout Plans, Profile, Grading and Drainage, Utility Plans, Erosion Control, & Signing and Striping Plans. These plan updates shall consider the following:

- Provision C.3 of the Municipal Regional Permit
- Minor changes to existing utility conditions for the sanitary sewer on the east side of the railroad corridor

South Bayfront Pedestrian Bicycle Bridge Scope of Services

- Changes to property ownership
- Revised easement use without change to the easement area

The stormwater civil work effort shall include preparing and providing all items of the attached "Requirements for C.3 Stormwater Permit Application Submittal Checklist" as well as the following items:

- Evaluate the current design of the project for compliance with the C3 requirements
- Incorporate additional stormwater protection measures to comply as fully as possible with the regulations.
- Develop the areas beneath the East and West Ramp for vegetated swales to treat runoff from these structures.
- Identify all impervious surfaces and available treatment areas.
- Identify method of treatment.
- Meet with City of Emeryville to present preliminary stormwater treatment scheme.
- Develop details of treatment measures.
- Revise civil and landscape architectural plans.
- Prepare Stormwater Permit Application including necessary calculations.

1.3.1.2 Landscape Architectural Design Plans

A set of updated landscape architectural design plans shall contain the following sheets as appropriate to manifest the updated design: Site Construction Plans, Irrigation Plans, Planting Plans, and Construction Details. These plan updates shall consider the following:

- Provision C.3 of the Municipal Regional Permit
- AB 1881
- Bay Friendly requirements
- Current drought conditions in California

1.3.1.3 Electrical Design Plans

A set of updated electrical design plans shall contain the following sheets as appropriate to manifest the updated design: Electrical Legend, Electrical Plans, and Electrical Details. These plan updates shall consider the following:

- Any required updates to the lighting fixtures previously specified without changes to lighting layout.
- Update power requirements, as needed

The electrical work effort shall include applying for PG&E service. The City will pay the PG&E engineering fee.

1.3.1.4 Structure Design Plans

A set of updated structure plans shall contain plans for the following structures: West Ramp, Main Bridge, East Ramp, West Stair, Garage Bridge, East Stair, East Creek Bridge, the retaining wall, and the culvert end wall. These changes shall consider the following revisions to the design criteria for the structures and other items as noted:

- Pedestrian live load increased from 85 psf to 90 psf (per AASHTO LRFD Pedestrian Bridge 2009, section 3.1)
- Abutment Design for Strength and Service (per AASHTO LRFD 6th edition (LRFD) Chapter 11)
- Flexure calculations – the minimum reinforcement requirements have been revised (especially revision to M_{cr}) (per LRFD 5.7.3.3)
- Additional nominal shear resistance equation (LRFD 5.8.3.3-5)
- Vehicle Collision Force increased from 400 kips to 600 kips, and from 4' to 5' above ground (LRFD 3.6.5 with CA amendments).
- Changes to LRFD Section 3.12.2 for uniform temperature.
- In LRFD, revision to shear and torsion equation 5.8.2.1-8.
- In LRFD Sections 6.6, 6.8.2, 6.9.4, and 6.16: Fatigue design, tension member, compression member, and slab-on-girder bridges, respectively.
- CA Amendments in Sections 6.4.3.1, 6.6, 6.13, and 6.14.2.8.
- Micropile requirements added in LRFD Sections 10.9.1.2 and 10.9.3.5.4.
- LRFD Sections 5.8.2.4 and 5.13.4.5.2 revisions.
- Confirm railing details and design per revisions to LRFD Sections 13.8 and 13.9.
- SDC: ϕ for shear capacity increased from 0.85 to 0.9
- SDC: For the calculation of V_c , Equation for Factor 1 limits $\phi \cdot f_y \cdot h$ to a maximum of 0.35 ksi
- SDC: Bents 6&7 of West Ramp need to be designed as knee joints
- SDC 7.6.1-2 Equation limits footing thickness based on column thickness
- Column shear key requirements need to be looked at for pinned column connections
- Check HSS connections per updated section K of AISC 360-10
- Re-run arch buckling analysis for increased live loads
- Revise HSS properties with ASTM A1085 specification

1.3.2 Technical Specifications

The CONSULTANT shall update the Technical Specifications based on the 2010 Caltrans Standards.

The CONSULTANT shall assure that every construction work item for the updated design has a method of payment stated in the Items of Work Section of the Specifications and is accounted for in the Construction Cost Estimate.

1.3.3 Updated Final Geotechnical Foundation Report

The CONSULTANT shall update the Final Geotechnical Foundation Report including the Log of Test Borings. The report shall include all information used for the design of the structures including recommended soil bearing pressures, pile types, lengths, etc.

1.3.4 Updated Construction Quantities and Cost Estimate

The CONSULTANT shall update the Construction Quantity and Cost Estimate to reflect the design development through Task 3.

1.3.5 Updated Construction Schedule

The CONSULTANT shall update the Construction Schedule previously submitted.

1.3.6 Structural Calculation Updates

The CONSULTANT shall submit all calculation updates as required by the changes noted in Article 1.3.1.4.

1.3.7 Base Mapping and Field Survey Update

The CONSULTANT shall perform a one-day supplemental field surveys and locate topographic features as required to perform the work and update the base mapping accordingly.

1.3.8 Project Submittals

Upon completion of Agreement Task 3, CONSULTANT shall submit the following Project Submittals to the City in accordance with Article 1.1.4:

- Updated Final Design Plan Sheets
- Updated Technical Specifications, with table of contents, page numbering and page format coordinated with the City's preparation of the overall bid specification package
- Permits
- Updated Final Geotechnical Foundation Report
- Updated Construction Quantities and Cost Estimate

- Updated Construction Schedule
- Structural Calculations Updates

1.4 TASK 4 – CONSTRUCTION CONTRACT DESIGN DOCUMENTS

Under Agreement Task 4, the CONSULTANT shall finalize the Construction Contract Design Documents for the South Bayfront Pedestrian Bicycle Bridge project. Any necessary updates or revisions to PS&E and other Design Documents shall be prepared by the CONSULTANT.

To this end, CONSULTANT shall complete the Construction Contract Design Documents. These documents shall be stamped and signed by a Professional Engineer, Architect, or Land Surveyor registered to practice in the State of California.

Each subtask is described in the following articles. A list of Task 4 Project Submittals is provided in Article 1.4.3.

1.4.1 Construction Contract Design Documents

The CONSULTANT shall ensure that Construction Contract Design Documents are updated and include Task 3 review comments from The City, plan check consultant, and construction manager.

1.4.2 Engineer's Estimate

The CONSULTANT shall prepare the Engineer's Estimate for the Construction Contract Design Documents based on the 100% design estimate and design documents.

1.4.3 Project Submittals

Upon completion of Agreement Task 4, the CONSULTANT shall submit the following to the City in accordance with Article 1.1.4:

- IFB Final Design Plan Sheets
- Technical Specifications, with table of contents, page numbering and page format coordinated with the City's preparation of the overall bid specification package
- Permits
- Final Geotechnical Foundation Report, if revised
- Updated Construction Quantities and Cost Estimate
- Updated Construction Schedule

1.5 TASK 5 – SUPPORT SERVICES DURING BIDDING

Under Agreement Task 5, the CONSULTANT shall provide general engineering services to support the City during the bidding period.

1.5.1 Engineering Services

The CONSULTANT's anticipated Task 5 services include, but are not limited to, the following:

- Clarification of the design documents
- Providing information in response to bidders' questions regarding the bid documents
- Attendance at the Pre-Bid Meeting and other meetings, as requested
- Preparation of support information for addenda
- Assist the City in review of the bids, as requested

1.6 TENTATIVE SCHEDULE**Design Milestone / Submittal****Date:**

Notice to Proceed Date – on or before:

December 1, 2015

100 Percent Final Design Documents

March 11, 2016

Bid-ready Construction Contract Package

July 15, 2016

Bid Support

March 3, 2017

1.7 ASSUMPTIONS

The following assumptions were made in the preparation of the CONSULTANT's proposal for this design update:

- No major changes will be required to the property lines, easement areas, and the temporary work areas. The revisions are anticipated to be change of use or property ownership.
- No major design changes to the structures and the park (except as noted above).
- No update to the structural independent check or peer review is required.
- The building department (in tandem with an outside consultant) will review the supplemental calculations and the updated plans.
- No environmental permits are required.
- Since the West Stairs and the Main Bridge will have limited area for stormwater treatment measures, assume concrete planter boxes are not required. The treatment measures will be handled within the planting areas as originally developed. However, it is anticipated that these areas will be treated in a manner that will conform to Provision C.3 of the Municipal Regional Permit.
- For meeting presentations, many of the previously prepared presentation materials can be re-used.

SOUTH BAYFRONT PEDESTRIAN BICYCLE BRIDGE

Prepared for the City of Emeryville
By Biggs Cardosa Associates, Inc.

Cost Proposal for the Design Update of the South Bayfront Pedestrian Bicycle Bridge

(October 19, 2015)

CATEGORY AVERAGE HOURLY RATE	Principal \$297.40	Engineering Manager \$190.57	Senior Eng. \$163.61	Staff Eng. \$125.11	CADD Drafter \$140.00	Project Admin. \$156.87	Subtotal Hours	Lump Sum Subtotal	Time and Materials Subtotal
BIGGS CARDOSA ASSOCIATES, INC. HOURS/FEE									
Task 1: Project Management and Administration	12	40	0	0	0	20	72	\$14,329	\$0
Task 1: Project Coordination (with Team and City)	24	120	0	0	0	0	144	\$30,006	\$0
Task 2: Trend Meetings (Four trend meetings)	16	40	0	0	0	0	56	\$0	\$12,381
Task 2: City Council & Parks Meetings (Allow for 3 meetings)	16	30	0	0	0	0	46	\$0	\$10,476
Task 2: UPRR/CPUC Meetings (Two Meetings)	8	16	0	0	0	0	24	\$0	\$5,428
Task 2: Site Remediation Coordination	1	8	0	4	0	0	13	\$0	\$2,322
Task 2: Assist City with agreement with Novartis/Grifols	2	4	0	2	2	0	10	\$0	\$1,887
Task 2: Assist City with agreement with Bay Street	2	4	0	2	2	0	10	\$0	\$1,887
Task 2: Assist City with agreement with UPRR/CPUC	4	20	0	8	0	0	32	\$0	\$6,002
Task 3: Update Structural Design	14	104	80	208	94	0	500	\$76,255	\$0
West Ramp	2	16	12	32	20	0	82		
Main Bridge	4	24	20	48	10	0	106		
East Ramp	2	16	12	32	20	0	82		
West Stair	1	8	6	16	8	0	39		
Garage Bridge	1	8	6	16	8	0	39		
East Stair	1	8	6	16	8	0	39		
East Creek Bridge	1	8	6	16	8	0	39		
Retaining Wall & Culvert	2	16	12	32	12	0	74		
Task 3: Update Specifications	2	40	48	12	0	8	110	\$18,827	\$0
Task 3: Update Cost Estimate & Quantities	4	18	16	74	0	0	112	\$16,496	\$0
West Ramp	1	2	2	12	0	0	17		
Main Bridge (Cost Update Important)	1	8	4	20	0	0	33		
East Ramp	1	2	2	12	0	0	17		
West Stair	0	1	2	8	0	0	11		
Garage Bridge	0	1	1	2	0	0	4		
East Stair	0	1	2	8	0	0	11		
East Creek Bridge	0	1	1	4	0	0	6		
Retaining Wall & Culvert	1	2	2	8	0	0	13		
Task 4: Comment Resolution Meeting	4	8	0	8	0	0	20	\$3,715	\$0
Task 4: Finalize Structural Design	4	26	20	52	24	0	126	\$19,282	\$0
Task 4: Finalize Specifications	1	10	12	3	0	2	28	\$4,855	\$0
Task 4: Finalize Cost Estimate & Quantities	1	5	4	19	0	0	29	\$4,282	\$0
Task 5: Engineering Support Services during Bidding	6	24	4	16	12	0	62	\$0	\$10,694
Reimb.								\$1,705	\$0
Biggs Cardosa Associates, Inc. - Total Hours/Fee	121	517	184	408	134	30	1394	\$189,752	\$51,078
SUBCONSULTANT TEAM HOURS/FEE									
HNTB Corporation							440	\$62,301	\$8,777
Callander Associates, Inc.							178	\$19,275	\$7,354
Chiodo & Associates, Inc.							48	\$0	\$11,000
Parikh Consultants, Inc.							26	\$4,145	\$0
SANDIS							30	\$4,205	\$0
Subconsultant Team - Total Hours/Fee							722	\$89,926	\$27,131
Subconsultant Mark-up (5%)								\$4,496	\$1,357
Estimated Total Fee								\$284,174	\$79,566

Note: Meeting time also includes preparation and follow-up time.

POSSIBLE ADDITIONAL SERVICES \$37,000

GRAND TOTAL \$400,740



Callander Associates

Landscape Architecture

Via E-mail Only

June 10, 2015

(408) 296-5515 x1128

(408) 296-8114

mharms@BiggsCardosa.com

Ms. Mahvash Harms, P.E.

Biggs Cardosa Associates, Inc.

865 The Alameda

San Jose CA 95126

RE: SOUTH BAYFRONT PEDESTRIAN BRIDGE/bid document updates

Dear Mahvash:

We're pleased to hear that Emeryville is ready to move ahead again with the South Bayfront Pedestrian Bridge. The ultimate goal is to put the project out to bid and get the bridge built. Before we can get back to that threshold there are a few items that we need to address. Regulatory requirements that have come into effect since this project was last made ready to bid include:

- Compliance with provision C.3 of the Municipal Regional Permit (MRP) for stormwater treatment
- Assembly Bill 1881 (AB1881) for water efficient landscape
- Executive Order B-29-15 which requires irrigation water use reduction in response to the drought

Under contract to you, Callander Associates will update the landscape plans in response to these requirements. 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.

SAN MATEO
311 Seventh Avenue
San Mateo, CA 94401
T 650.375.1313
F 650.344.3290

SAN JOSE
300 South First Street, Suite 232
San Jose, CA 95113
T 408.275.0565
F 408.275.8047

RANCHO CORDOVA
11180 Sun Center Drive, Suite 104
Rancho Cordova, CA 95670
T 916.631.1312
F 916.635.9153

Recreate
Educate
Live+Work
Connect
Sustain
www.callanderassociates.com

1.0 (not used)

2.0 (not used)

3.0 UPDATE BID DOCUMENTS

- 3.01 **Project Re-Start Meeting:** Attend project re-start meeting with you, City staff and others as warranted to discuss preparation of updated bid documents. Specifically for landscape, review C.3 provisions, AB 1881, Bay Friendly requirements and potential changes to the landscape plans based on current drought conditions. Meeting agenda and summary to be prepared by Biggs Cardosa Associates (BCA).
- 3.02 **Parks Department Exhibit:** Based on discussions from the meeting above and a review of current regulations, prepare graphic exhibit of **updated landscape plan** changes to the park side of the bridge project. Exhibit to be 1" = 20' and color-rendered, editing previously prepared planting plan. Anticipated changes include incorporation of stormwater treatment areas and changes to plant palette in addressing AB 1881, drought conditions and Bay Friendly certification as warranted.
- 3.03 **Parks Department Meeting:** Attend single meeting with you and the Parks Department to present planting exhibit. Solicit input and obtain consensus for proceeding with preparing bid package.
- 3.04 **Draft Bid Package:** Update previously prepared **bid package** incorporating plan change items noted above, as well as lighting and electrical design changes including **specifications** and **cost estimate** updates. Sheets anticipated to be impacted include planting, irrigation, electrical and detail sheets. Additionally, re-apply for PG&E service and coordinate payment of PG&E engineering fee with City. Submit stamped, un-signed bid documents in PDF format to you for your use in packaging and distribution to the City.

Note: We assume that all required stormwater C.3 calculations and documentation will be addressed by the Civil Engineer. Callander Associates will coordinate with the Civil Engineer to identify locations, sizes and types of stormwater treatment areas for incorporation into the landscape plans.

- 3.05 **Conference Call:** Attend conference call with you, City staff and others to discuss City comments on the Draft Bid Package submittal. Meeting agenda and summary to be prepared by BCA.
- 3.06 **Final Bid Package:** Based on comments received above, prepare final stamped and signed **bid-ready drawings and specifications**. Update **estimate** and prepare **landscape architect's estimate of bid costs**.

Ms. Mahvash Harms, P.E.

RE: **SOUTH BAYFRONT PEDESTRIAN BRIDGE/prepare bid ready documents**

June 10, 2015

Page 3

4.0 BIDDING ASSISTANCE

- 4.01 **Respond to RFIs:** Review bidder questions relative to plans and technical specifications and provide **RFI responses** and/or clarifications.
- 4.02 **Addenda Preparation:** Prepare **addenda** as necessary to clarify plans and technical specifications.

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.

7.0 COMPENSATION SUMMARY

	Callander	Zeiger
3.0 Update Bid Documents (lump sum).....	\$17,386	\$2,600
4.0 Bidding and Construction Review (hourly)	\$ 4,918	\$ 600 Hourly
6.0 Reimbursable Expenses (allowance)	\$ 1,125	\$ 0
Subtotals	\$23,429	\$3,200

Total Compensation..... \$26,629

Ms. Mahvash Harms, P.E.

RE: **SOUTH BAYFRONT PEDESTRIAN BRIDGE/prepare bid ready documents**

June 10, 2015

Page 4

The tasks outlined are keyed to best analyzing existing conditions and developing documents suitable for public competitive bidding. This approach is the most suitable for responding to specific requirements and obtaining competitive pricing. If you have any further thoughts or questions, please call. Should this proposal be acceptable to you, please have a copy signed and return it to me as our agreement and authorization to proceed.

Sincerely,

Agreed and authorized to proceed:



A. Mark Slichter, ASLA
Callander Associates
Landscape Architecture, Inc.

(name of authorized representative) (date)

Attachments: Standard Schedule of Compensation dated 2015 SJ.

Task Matrix dated June 3, 2015, totaling one page.

Electrical engineering proposal entitled "Horton Landing Park & South Bayfront Bridge, City of Emeryville, Additional Service #2", dated June 9, 2015, totaling one page.

Notice: Landscape architects are licensed by the State of California.
Terms and conditions are subject to change after ninety days.



Standard Schedule of Compensation 2015 SJ (San Jose)

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

Senior Principal	\$233/hour	Construction Manager	\$142/hour
Principal	\$181/hour	Assistant 1	\$131/hour
Associate 1	\$174/hour	Assistant 2	\$125/hour
Associate 2	\$162/hour	Assistant 3	\$112/hour
Associate 3	\$145/hour	Assistant 4	\$103/hour
Project Manager 1	\$162/hour	Assistant 5	\$91/hour
Project Manager 2	\$145/hour	Assistant 6	\$83/hour
Project Manager 3	\$140/hour	Word Processor	\$105/hour
Project Manager 4	\$131/hour	Accounting	\$122/hour
Project Manager 5	\$125/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.

Task Matrix
South Bayfront Pedestrian Bridge
6/3/15

Callander Associates' Personnel and Rates													
Phase	Description	Principal @ \$181		Project Manager (5) @ \$125		Assistant (3) @ \$112		Word Proc @ \$105		Const Mgr @ \$142		CA Fees	
		hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s

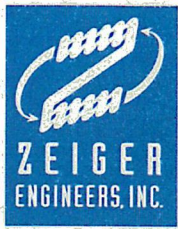
3.0	Update Bid Documents												
3.01	project re-start meeting	3.0	\$ 543.00	3.0	\$ 375.00	-	\$ -	-	\$ -	-	\$ -	6.0	\$ 918.00
3.02	parks department exhibit	1.0	\$ 181.00	16.0	\$ 2,000.00	16.0	\$ 1,792.00	-	\$ -	-	\$ -	33.0	\$ 3,973.00
3.03	parks department meeting	3.0	\$ 543.00	3.0	\$ 375.00	-	\$ -	-	\$ -	-	\$ -	6.0	\$ 918.00
3.04	draft bid package	1.0	\$ 181.00	20.0	\$ 2,500.00	32.0	\$ 3,584.00	4.0	\$ 568.00	-	\$ -	57.0	\$ 6,833.00
3.05	conference call	1.0	\$ 181.00	1.0	\$ 125.00	-	\$ -	-	\$ -	-	\$ -	2.0	\$ 306.00
3.06	final bid package	2.0	\$ 362.00	16.0	\$ 2,000.00	16.0	\$ 1,792.00	2.0	\$ 284.00	-	\$ -	36.0	\$ 4,438.00
		11.0	\$ 1,991.00	59.0	\$ 7,375.00	64.0	\$ 7,168.00	6.0	\$ 852.00	-	\$ -	140.0	\$ 17,386.00

Hourly

Hourly

4.0	Bidding Assistance												
4.01	respond to RFIs	-	\$ -	6.0	\$ 750.00	-	\$ -	-	\$ -	8.0	\$ 1,136.00	14.0	\$ 1,886.00
4.02	addenda preparation	-	\$ -	8.0	\$ 1,000.00	8.0	\$ 896.00	-	\$ -	8.0	\$ 1,136.00	24.0	\$ 3,032.00
		-	\$ -	14.0	\$ 1,750.00	8.0	\$ 896.00	-	\$ -	16.0	\$ 2,272.00	38.0	\$ 4,918.00

Hourly



ZEIGER ENGINEERS, INC.

478 3RD STREET, OAKLAND, CALIFORNIA 94607

TEL: (510) 452-9391

FAX: (510) 452-0661

www.zeigerengineers.com

June 9, 2015

Dave Rubin

Callander Associates Landscape Architecture, Inc.

311 Seventh Avenue

San Mateo, CA 94401-4259

RE: Horton Landing Park & South Bayfront Bridge, City of Emeryville
Additional Service #2

Dear Dave:

We are proposing an Additional Service fee in the amount \$3,200.00 (three thousand two hundred dollars six hundred and no cents) pursuant to City's request to bid project after a three year delay. We will need to update drawings and coordinate with any site design changes, as well as update specifications and cost estimate. Additionally, we will need to reapply for PG&E electrical service, and coordinate with City to get payment for PG&E's engineering fee. We will also provide RFI responses and addenda prep during bidding phase.

Please call me should you have any questions or require any additional information.

Sincerely,
ZEIGER ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'R. Zeiger', is written over the typed name.

Ronald Zeiger, PE
President

SOUTH BAYFRONT PEDESTRIAN BICYCLE BRIDGE

Prepared for the City of Emeryville

By Chiodo & Associates

Cost Proposal for Railroad Negotiation and Permitting Assistance Services

September 25, 2015

	PERSONNEL:							Subtotal	Additional fee
	HOURLY RATE:	Greg Chiodo \$216.00	Admin \$120.00	Clerical \$70.00				Hours	Subtotal
CHIDO & ASSOCIATES									
Railroad Coordination		32	0	0				32	\$6,912
Railroad Meetings		16	0	0				16	\$3,456
Reimb.									\$632
Chiodo & Associates - Total Hours/Fee		48	0	0	0	0	0	48	\$11,000



**WORK DIRECTIVE
SUMMARY**

South Bayfront Pedestrian Bridge Bid Documents Review and Update

		JOB HOURS										
		HNTB - Bay Area							HNTB - Bellevue, WA			
TASK	WORK ITEMS	PIC	QA Manager or Urban Design Director	Task Manager	Senior Technical Advisor	Engineer III	Engineer I	Senior Admin	Lead Electrical Engineer	Electrical Engineer	CADD	TOTAL
1	Task Management	4	12	12	0	8	0	20	2	0	0	58
2	Update Draft PS&E	0	3	32	22	68	80	0	5	28	4	242
3	Prepare Issued For Bid PS&E	0	0	20	13	30	35	0	5	7	2	112
4	Bid Phase Support	0	0	16	4	24	0	0	2	2	8	56
	SUB-TOTAL (Hours)	4	15	80	39	130	115	20	14	37	14	468
	Hourly Rate	\$112.00	\$97.00	\$92.00	\$87.00	\$46.00	\$31.00	\$43.00	\$76.00	\$46.00	\$43.00	
	Multiplier	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	
	Subtotal Labor Cost	\$ 1,161	\$ 3,771	\$ 19,077	\$ 8,795	\$ 15,500	\$ 9,240	\$ 2,229	\$ 2,758	\$ 4,412	\$ 1,560	\$68,504
	Profit Margin	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
	TOTAL LABOR COST	\$1,277	\$4,148	\$20,985	\$9,674	\$17,050	\$10,165	\$2,452	\$3,034	\$4,853	\$1,716	\$75,354

ODC \$400
Profit Margin 10%
TOTAL O.D.C. \$440

Assumptions:

Total **\$75,794**

Reduction to Bid Phase Support **(\$4,716)**

Revised Total Hours (Approx.) **440 hrs.**

Revised Total **\$71,078**

TASK 1 - DETAIL SUMMARY

Task Management

		HNTB - Bay Area										HNTB - Bellevue, WA										
		WORK ITEMS	PIC	QA Manager or Urban Design Director	Task Manager	Senior Technical Advisor	Engineer III	Engineer I	Senior Admin	Lead Electrical Engineer	Electrical Engineer	CADD			TOTAL							
1.0		Task Management																				
	1.1	Monthly Project Progress Reporting & Invoices	4		12		8		20	2					46							
	1.2	QA of Deliverables		12											12							
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TASK 2.1 - DETAIL SUMMARY

Update Draft PS&E

HNTB - Bay Area											
HNTB - Bellevue, WA											
WORK ITEMS	PIC	QA Manager or Urban Design Director	Task Manager	Senior Technical Advisor	Engineer III	Engineer I	Senior Admin	Lead Electrical Engineer	Electrical Engineer	CADD	TOTAL
2.1 Update Draft PS&E											
2.1.1 City Council Meeting		3									3
2.1.2 Project Trend Meetings			6	2	4						12
2.1.3 Update Key Map, Survey Control, Easements, Demolition Plans			2		6	12					20
2.1.4 Update Layout, Profile, and Signing and Striping Plans			4		10	20					34
2.1.5 Update Grading and Drainage, and Erosion Control Plans			5	8	10	20					43
2.1.6 Update Utility Plans			1		2	4					7
2.1.7 Update Electrical Plans								2	22	4	28
2.1.8 Update Specifications			8	2	20			2	4		36
2.1.9 Update Construction Cost Estimate			2	2	8	8		1	2		23
2.1.10 Prepare C3 Stormwater Permit Application			4	8	8	16					36
											0
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											0
Total Hours	0	3	32	22	68	80	0	5	28	4	242
Hourly Rate	\$112.00	\$97.00	\$92.00	\$87.00	\$46.00	\$31.00	\$43.00	\$76.00	\$46.00	\$43.00	
Multiplier	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	
Subtotal Labor Cost \$	\$ -	\$ 754	\$ 7,631	\$ 4,961	\$ 8,108	\$ 6,428	\$ -	\$ 985	\$ 3,338	\$ 446	
Profit Margin	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
TOTAL LABOR COST	\$0	\$830	\$8,394	\$5,457	\$8,919	\$7,071	\$0	\$1,083	\$3,672	\$490	\$35,917

Assumptions:

Draft PS&E to be submitted December 2015
 ODCs include 90 miles (round trip) per meeting
 HNTB (specifically Rick Phillips) will attend one City Council meeting. It is assumed that no new materials or exhibits will need to be prepared for this meeting.
 HNTB will attend four Trend Meetings with the Project Team and City (will attend only one Trend Meeting in person, the others will be via conference call)
 HNTB will not attend meetings with the railroad or CPUC
 HNTB will not attend meetings with any of the property owners
 HNTB will provide CAD base files, but will not prepare exhibits for formal presentations to City Staff, City Council or others
 Any changes to survey control will be researched and provided by others
 There are no changes to property and easement limits/boundaries
 Any changes to property ownership will be researched and provided by others
 Plats and legal descriptions to be provided by others
 No changes to construction staging, assembly and erection locations
 Existing conditions have not changed, therefore demolition work remains the same
 There are no changes to west side ramp and stairs layout and profiles
 Callander Associates will provide the layout for the pathway on the east side if necessary to revise for stormwater treatment measures
 Two new drainage/stormwater detail drawings will be created
 No changes to existing utilities except for completed casing of sanitary sewer near the pathway bridge over the creek on the east side of the railroad
 Survey and as-builts for sanitary sewer main to be provided by others
 Sanitary sewer has been installed as shown in plans and will not be in conflict with the bridge foundation
 There will be no reorganization or reformatting of existing plan sheets
 Specifications will be updated to 2010 Caltrans Specifications and SSPs, limited to Section 10 technical provisions associated with HNTB's civil and electrical scope
 Includes update of lighting fixtures to LED
 Estimate does not include any effort for structural checking

\$830 hourly

\$1574 hourly

\$525 hourly

\$496 hourly

MAIL/FED EX
 REPROGRAPHICS
 TRAVEL AND SUBSISTENCE
 VEHICLES

SUB TOTAL ODC's
 Profit Margin
 Total ODC's

Task Total

	\$ 50
	\$ 75
	\$125
	10%
	\$ 138
	\$36,054

Hourly portion
 is \$3425

HNTB Corporation

TASK 3 - DETAIL SUMMARY

Bid Phase Support

JOB-HOURS											
HNTB - Bay Area											
HNTB - Bellevue, WA											
TOTAL											
WORK ITEMS	PIC	QA Manager or Urban Design Director	Task Manager	Senior Technical Advisor	Engineer III	Engineer I	Senior Admin	Lead Electrical Engineer	Electrical Engineer	CADD	TOTAL
3.0 Bid Phase Support											
3.1 PS&E Addenda, Bidders' Inquiries			16	4	24			2	2	8	56
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SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

June 24, 2015
Project No. 207250.999

Martin Bodemar, S.E.
Biggs Cardosa Associates, Inc.
865 The Alameda
San Jose, CA 95126
Tel: 408/ 296-5515 Fax: 408/ 296-8114

**RE: SOUTH BAYFRONT PEDESTRIAN BRIDGE
BAY STREET, EMERYVILLE
ADDITIONAL SERVICE REQUEST**

Dear Martin,

This letter is our amendment to the original contract dated September 12, 2007 for the above referenced project.

The following scope of work is included in this amendment:

- We will update the plats and legals for the Bay Street Mall properties to reflect the current owner status. \$650
- One day of field surveying and associated office time. \$3,555

Our additional services will be provided for the amounts listed above and will be performed under the Provisions of our current contract.

If this proposal meets with your approval, please return one signed copy of this letter to our Sunnyvale office as your authorization to proceed.

Very truly yours,

SANDIS

Laura Cabral, PLS
Associate Principal

LC/meb

Approved

BIGGS CARDOSA ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

Job No. 2007-146-BRG
Client: City of Emeryville/BCA
Task: Geotechnical Report
Location: City of Emeryville
Project: South Bayfront Ped Bridge

2015-06-18

[illegible]