

RESOLUTION NO. 21-25**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Fifth Amendment To The Professional Services Agreement With Biggs Cardosa Associates To Revise Work Scope And Budget For Engineering Design Services Related To The South Bayfront Bridge/Horton Landing Park Project, EPW 17-112 (CIP # 16475006 and 17237003)**

WHEREAS, the City of Emeryville has desired to create a facility for Pedestrians and Bicyclists over the Union Pacific Railroad right of way for many years; and

WHEREAS, the City identified a Project in the General Plan and the Capital Improvement Program that allocates financial resources to fund a project called the South Bayfront Pedestrian Bicycle Bridge Project, to transform the idea into physical improvements that can be used and be of great benefit to the Community, and

WHEREAS, the Project will provide an East/West connection across the railroad tracks between Horton Street and Shellmound Street in the vicinity of Ohlone Way and 53rd Street as well as extend the Emeryville Greenway in a new segment generally called Horton Landing Park; and

WHEREAS, in November of 2015 the City awarded a Professional Services Agreement for \$400,740 to a team lead by Biggs Cardosa Associates (BCA) to provide Engineering Design Services after finding the firm most qualified; and

WHEREAS, four amendments totaling \$848,400 have been executed between the City and BCA extending time and budget for services related to design and engineering support during construction totaling, and

WHEREAS, as construction on the Project has progressed, additional services are required from BCA to continue to provide engineering support during construction as special structural inspections which were not included in the original scope of work; and

WHEREAS, BCA has provided an amended scope of work in the amount of \$153,438 for these services; and

WHEREAS, the proposed 5th Amendment is funded as follows:

	Amount	Fund
5 th Amendment	\$153,438	475-16475006

now, therefore, be it

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute the Fifth Amendment to Professional Services Agreement with Biggs Cardosa Associates, attached as Exhibit A, increasing the budget by \$153,438 for a total amount not to exceed \$1,402,838 to provide Engineering Design and Construction Support Services for the South Bayfront Bridge Pedestrian Bicycle Bridge Project, EPW 17-112, CIP# 16475006 & CIP #17237003.

Resolution 21-25

S. Bayfront Bridge/Horton Landing Park, PSA 5th Amendment with Biggs Cardosa Associates

Emeryville City Council | April 6, 2021

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ADOPTED, by the City Council of the City of Emeryville at a regular meeting held on Tuesday, April 6, 2021, by the following vote:

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

DocuSigned by:

Dianne Martinez

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MAYOR

ATTEST:

DocuSigned by:

Sheri Hartz

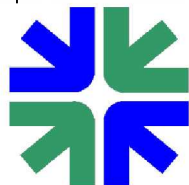
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CITY CLERK

APPROVED AS TO FORM:

Michael Quinn

CITY ATTORNEY



City of Emeryville
CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIFTH AMENDMENT

THIS FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of _____ by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **BIGGS CARDOSA ASSOCIATES, INC.**, ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated November 3, 2015 ("Contract") for the purpose of retaining the services of Contractor to provide Engineering Design Services related to the development of Plans, Specifications and Estimate for the South Bayfront Pedestrian Bicycle Bridge Project (CIP No. 16475006 and No. 17237003); and

WHEREAS, the City Manager Executed Amendment 1 and Amendment 2 to extend the term of the Agreement; and

WHEREAS, the City Council adopted Resolution 18-110 authorizing the execution of Amendment 3 to revise the work scope and budget to develop new plans for Horton Landing Park Expansion Project, to provide Bid Support and Construction Support Services related to said South Bayfront Pedestrian Bicycle Bridge Project; and

WHEREAS, the City Manager Executed Amendment 4 to extend the term of the Agreement; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

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

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-5**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section I.C of the Contract is hereby amended to extend the termination date to **the sixtieth (60th) calendar day following the date that the South Bayfront Pedestrian Bicycle Bridge is accepted as complete by the City Council**.

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section III.B of the Contract by **ONE HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED THIRTY EIGHT DOLLARS AND NO CENTS (\$153,438)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **ONE MILLION FOUR HUNDRED TWO THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND NO CENTS (\$1,402,578)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

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

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

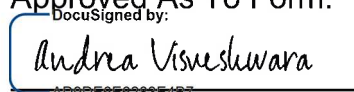
SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FIFTH AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

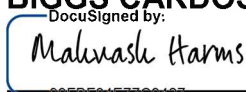
Approved As To Form:

DocuSigned by:

AD9DE0E0283E4B7...
City Attorney

Dated: **CITY OF EMERYVILLE**

Christine S. Daniel, City Manager

Dated: **BIGGS CARDOSA ASSOCIATES, INC.**

DocuSigned by:

99F6F64E77C9427...
3/22/2021 (Signature)
Mahvash Harms, Principal

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

865 The Alameda
San Jose, CA 95126-3133
Telephone 408-296-5515
Facsimile 408-296-8114

2nd Revision March 18, 2021
Revised February 11, 2021
January 10, 2021
2007073.6

**Exhibit A-5
Amendment 5 to
Professional Services Agreement with
Biggs Cardosa Associates, Inc.**

City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

Attention: Mr. Todd Teachout, P.E.

Subject: South Bayfront Pedestrian Bicycle Bridge
Design Services During Construction Amendment

Dear Todd:

Biggs Cardosa Associates, Inc. is very pleased with the progress of the construction of the South Bayfront Pedestrian Bicycle Bridge, and we are submitting this proposal to provide further construction support services for the continued construction phase work on the project.

Task 0 – Project Management and Administration Supplement:

Additional resources are needed to maintain the project management and administration services for the project through September 2021.

Tasks 1A, 1B, 1C, 2, and 3:

Tasks are complete and remaining budget has been shifted to other tasks. This adjustment is shown in the attached Summary of Fees.

Task 4 – Site/Construction Meetings Supplement:

Additional resources are needed to support ongoing attendance at these meetings and project site visits as requested by the City or the construction manager (MNS Engineers).

Task 5 – Submittal Review Supplement:

Submittal review has been more extensive than originally estimated. The budget for submittal reviews needs to be augmented in order to continue the submittal review effort.

Task 6 – Clarify Contract Documents, Respond to RFI's, and Change Order Support:

RFI & Change Orders has been more extensive than originally estimated. Additional budget is needed for the effort that remains.

Task 7 – Construction Observation Supplement:

Field observation has exceeded the original estimate and additional hours are needed for the remaining construction observation work.



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Revised February 11, 2021
January 10, 2021
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Task 8 – Prepare Record Drawings:

There is no change to this item from Amendment No. 3.

Task 9 – Prepare Maintenance & Inspection Report:

Based on discussions with the City, the project team will provide guidance information regarding maintenance and inspection of the new structures. This maintenance and inspection report will cover the West Stair, West Ramp, Main Bridge, East Ramp, and East Stair. The East Creek Bridge, the retaining walls, the Garage Bridge, and the Spur Track Bridge are excluded from the Maintenance & Inspection Report. BCA will provide the following sections for the proposed report:

- a. Inspection Program & Schedule
- b. Inspection Procedures
- c. Maintenance & Repair Procedures
- d. Appendix A – Identification of Bridge Elements using select plan sheets.
- e. Appendix B – Checklist for Maintenance and Inspection
- f. Appendix C – Structural Condition Survey Forms; basic inspection survey forms for each of the structures.

Task 10 – Garage Bridge Inspections:

As required by the City's Building Department, the following inspection work will be performed by the BCA Team:

- a. Reinforcing steel inspections.
- b. Reinforced concrete placement inspections.
- c. Concrete cylinder compression tests.
- d. Review of QC documents for the structural steel fabrication.
- e. Field welding inspection.
- f. Field bolting inspection.
- g. Inspection of drill & bond dowels and concrete expansion anchors.
- h. Inspection of steel rod placement and stressing.
- i. HS threaded rod placement inspection.
- j. Tightening of the nuts for the HS rods.
- k. Inspection of the temporary support system.
- l. Inspection of paint system and member removal.

Additional Fee:

The Biggs Cardosa Associates team proposes to provide these additional services, as described, for an additional fee of \$153,438 to be compensated on a time and materials basis.

This additional construction support services fee proposal represents our best estimate of the costs involved. Since construction support services costs are highly dependent on the contractor's proficiency and performance and the overall construction schedule, the final cost may be above or below that estimated in this proposal.



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We are looking forward to the exciting days, months, and years ahead for this project. The project has been a collaboration between the City, our design team, the construction management group, the contractor, and others. We are very grateful for the opportunity to participate and contribute to this great project.

Should you have any questions, please do not hesitate to call.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Martin Bodemar".

Martin Bodemar, S.E.
Engineering Manager

Attachments

cc: Mahvash Harms, Biggs Cardosa Associates
Mary Grace Houlihan, City of Emeryville

SUMMARY OF FEES BY TASK**City of Emeryville****South Bayfront Pedestrian Bicycle Bridge****Design Services During Construction Amendment**

2/11/2021	COMPANY	Biggs Cardosa Associates Corporation	HNTB	Callander Associates	Zeiger Engineers	Parikh Consultants	Applied Materials & Engrg.	Subtotal Amendment Fees	Original Construction Phase Fees (Amend. #3)	Revised Construction Phase Fees
Construction Support Services Tasks										
Task 0 - Project Management and Administration		\$14,436	\$0	\$0	\$0	\$0	\$0	\$14,436	\$69,588	\$84,024
Task 1A - City of Emeryville Comments (remaining budget shown)								\$ (18,252.58)	\$86,906	\$68,653
Task 1B - Contingency Allowance for Lighting/Receptacles/Water (remaining budget shown)								\$ (11,288.87)	\$65,000	\$53,711
Task 1C - Park Addition for UPRR Sliver Parcel (remaining budget shown)								\$ (5,740.71)	\$117,215	\$111,474
Task 2 - Bid Support Services (remaining budget shown)								\$ (13,736.73)	\$20,366	\$6,629
Task 3 - Prepare Conformed Plans and Specifications								\$0.00	\$25,147	\$25,147
Task 4 - Site/Construction Meetings		\$12,703	\$1,863	\$0	\$0	\$0	\$0	\$14,566	\$58,430	\$72,996
Task 5 - Submittal Review								\$48,278	\$224,892	\$273,170
Subtask 5.1 - Main Bridge Cable Submittals		\$3,694	\$0	\$0	\$0	\$0	\$0	\$3,694		
Subtask 5.2 - Main Bridge Railing Shop Drawings		\$7,736	\$0	\$0	\$0	\$0	\$0	\$7,736		
Subtask 5.3 - Rail Post Layout Drawings for Ramps and Stairs		\$6,640	\$0	\$0	\$0	\$0	\$0	\$6,640		
Subtask 5.4 - Main Bridge Pick & Set Erection Plan		\$4,339	\$0	\$0	\$0	\$0	\$0	\$4,339		
Subtask 5.5 - Garage Bridge Jacking Support Falsework Plans		\$3,073	\$0	\$0	\$0	\$0	\$0	\$3,073		
Subtask 5.6 - Main Bridge Field Welding WQCP		\$4,920	\$0	\$0	\$0	\$0	\$0	\$4,920		
Subtask 5.7 - Review and Comment on the Non-Conformance Reports		\$5,763	\$0	\$0	\$0	\$0	\$0	\$5,763		
Subtask 5.8 - Other Miscellaneous Submittal Review Efforts		\$5,167	\$1,569	\$2,226	\$3,150	\$0	\$0	\$12,112		
Task 6 - Clarify Contract Documents, Respond to RFI's, and Change Order Support								\$75,493	\$67,170	\$142,663
Subtask 6.1 - Re-design of Footings at Bent 20 & Bent 21		\$19,986	\$0	\$0	\$0	\$3,024	\$0	\$23,010		
Subtask 6.2 - Drawing revisions for Change Order #8		\$6,483	\$5,660	\$1,071	\$0	\$0	\$0	\$13,214		
Subtask 6.3 - Drawing revisions for Change Order #9		\$10,496	\$4,377	\$3,037	\$0	\$0	\$0	\$17,910		
Subtask 6.4 - Grading/Drainage/EBMUD/BFL Design Revisions		\$2,289	\$2,413	\$3,213	\$0	\$0	\$0	\$7,915		
Subtask 6.5 - RFI Support Effort		\$7,049	\$6,396	\$0	\$0	\$0	\$0	\$13,445		
Task 7 - Construction Observation		\$0	\$0	\$0	\$0	\$2,205	\$0	\$2,205	\$48,154	\$50,359
Task 8 - Prepare Record Drawings		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,609	\$54,609
Task 9 - Prepare Maintenance & Inspection Report								\$22,029	\$0	\$22,029
Task 9.1 - Project Maintenance & Inspection Report (Base)		\$20,245	\$0	\$0	\$0	\$0	\$0	\$20,245		
Task 9.2 - Project Maintenance & Inspection Report (Inspection Forms)		\$1,784	\$0	\$0	\$0	\$0	\$0	\$1,784		
Task 10 - Garage Bridge Inspections								\$23,631	\$0	\$23,631
Subtask 10.1 - Reinforcing Steel & Doweling Inspections		\$4,111	\$0	\$0	\$0	\$0	\$0	\$4,111		
Subtask 10.2 - Concrete Placement Inspections		\$3,115	\$0	\$0	\$0	\$0	\$0	\$3,115		
Subtask 10.3 - Structural Steel & Railing Inspections		\$1,518	\$0	\$0	\$0	\$0	\$4,809	\$6,327		
Subtask 10.4 - Steel Rod and Threaded Rod Placement		\$5,053	\$0	\$0	\$0	\$0	\$1,008	\$6,061		
Subtask 10.5 - Temporary Support System & Jacking		\$1,518	\$0	\$0	\$0	\$0	\$1,397	\$2,915		
Subtask 10.6 - Materials Testing		\$0	\$0	\$0	\$0	\$0	\$1,103	\$1,103		
Reimb.		\$1,000	\$525	\$210	\$63	\$21	\$0	\$1,819	\$10,923	\$12,742
Sub-Total Fees:			\$22,802	\$9,757	\$3,213	\$5,250	\$8,316	\$153,438	\$848,400	\$1,001,838

Note 1: Subconsultant's fees include 5% mark up.**Note 2: The green highlighted items are previously completed tasks with budget remaining.**

Original Construction Phase Fees (Amendment #3):	\$848,400
Revised Construction Phase Fees:	\$1,001,838
Additional Funds for Construction Phase (Amendment #5):	\$153,438

BCA FEES & HOURS BY TASK**City of Emeryville****South Bayfront Pedestrian Bicycle Bridge****Design Services During Construction Amendment**

2/11/2021

	CATEGORY AVERAGE HOURLY RATE	Principal \$310.64	Engineering Manager \$198.75	Staff Eng. \$123.58	Quality Control Engineer \$146.97	Inspection Manager \$173.69	Inspector II \$134.43	CADD Drafter \$130.70	Admin. \$79.84	Subtotal Hours	Subtotal Fee
BIGGS CARDOSA ASSOCIATES, INC.											
Construction Support Services Tasks											
Task 0 - Project Management and Administration		5	60	0	0			0	12	77	\$14,436
Task 4 - Site/Construction Meetings		8	49	0	0			0	6	63	\$12,703
Task 5 - Submittal Review											
Subtask 5.1 - Main Bridge Cable Submittals		2	8	12	0			0	0	22	\$3,694
Subtask 5.2 - Main Bridge Railing Shop Drawings		0	24	24	0			0	0	48	\$7,736
Subtask 5.3 - Rail Post Layout Drawings for Ramps and Stairs		0	16	28	0			0	0	44	\$6,640
Subtask 5.4 - Main Bridge Pick & Set Erection Plan		2	10	14	0			0	0	26	\$4,339
Subtask 5.5 - Garage Bridge Jacking Support Falsework Plans		0	8	12	0			0	0	20	\$3,073
Subtask 5.6 - Main Bridge Field Welding WQCP		1	12	18	0			0	0	31	\$4,920
Subtask 5.7 - Review and Comment on the Non-Conformance Reports		1	15	20	0			0	0	36	\$5,763
Subtask 5.8 - Other Miscellaneous Submittal Review Efforts		1	12	20	0			0	0	33	\$5,167
Task 6 - Clarify Contract Documents, Respond to RFI's, and Change Order Support											
Subtask 6.1 - Re-design of Footings at Bent 20 & Bent 21		2	24	60	20			30	4	140	\$19,986
Subtask 6.2 - Drawing revisions for Change Order #8		1	16	6	0			16	2	41	\$6,483
Subtask 6.3 - Drawing revisions for Change Order #9		2	20	24	0			20	4	70	\$10,496
Subtask 6.4 - Grading/Drainage/EBMUD/BFL Design Revisions		0	6	4	0			4	1	15	\$2,289
Subtask 6.5 - RFI Support Effort		0	20	20	0			4	1	45	\$7,049
Task 7 - Construction Observation		0	0	0	0			0	0	0	\$0
Task 8 - Prepare Record Drawings		0	0	0	0			0	0	0	\$0
Task 9 - Prepare Maintenance & Inspection Report											
Task 9.1 - Project Maintenance & Inspection Report (Base)		4	40	70	12			0	8	134	\$20,245
Task 9.2 - Project Maintenance & Inspection Report (Inspection Forms)		0	4	8	0			0	0	12	\$1,784
Task 10 - Garage Bridge Inspections											
Subtask 10.1 - Reinforcing Steel & Doweling Inspections						2	28			30	\$4,111
Subtask 10.2 - Concrete Placement Inspections						4	18			22	\$3,115
Subtask 10.3 - Structural Steel & Railing Inspections						1	10			11	\$1,518
Subtask 10.4 - Steel Rod and Threaded Rod Placement						2	35			37	\$5,053
Subtask 10.5 - Temporary Support System & Jacking						1	10			11	\$1,518
Subtask 10.6 - Materials Testing						0	0			0	\$0
Reimb.											\$1,000
Sub-Total Biggs Cardosa Assoc., Inc.:		24	284	340	32	10	101	74	26	891	\$153,119

HNTB CORPORATION FEES & HOURS BY TASK**City of Emerville****South Bayfront Pedestrian Bicycle Bridge****Design Services During Construction Amendment**

2/11/2021

	CATEGORY	Principal	QA Manager	Task Manager	Senior Technical Advisor	Project Engineer	Engineer II	Project Analyst	Lead Electrical Engineer	Electrical Engineer	CADD	Subtotal Hours	Subtotal Fee
	AVERAGE HOURLY RATE	\$358.14	\$291.79	\$295.58	\$274.88	\$211.53	\$139.51	\$95.54	\$199.24	\$174.24	\$159.13		
HNTB CORPORATION													
Construction Support Services Tasks													
Task 0 - Project Management and Administration		0	0	0	0	0	0	0	0	0	0	0	\$0
Task 4 - Site/Construction Meetings		0	0	6	0	0	0	0	0	0	0	6	\$1,774
Task 5 - Submittal Review													
Subtask 5.1 - Main Bridge Cable Submittals		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 5.2 - Main Bridge Railing Shop Drawings		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 5.3 - Rail Post Layout Drawings for Ramps and Stairs		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 5.4 - Main Bridge Pick & Set Erection Plan		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 5.5 - Garage Bridge Jacking Support Falsework Plans		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 5.6 - Main Bridge Field Welding WQCP		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 5.7 - Review and Comment on the Non-Conformance Report		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 5.8 - Other Miscellaneous Submittal Review Efforts		0	0	0	0	0	0	0	4	4	0	8	\$1,494
Task 6 - Clarify Contract Documents, Respond to RFI's, and Change Order Support													
Subtask 6.1 - Re-design of Footings at Bent 20 & Bent 21		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 6.2 - Drawing revisions for Change Order #8		0	0	8	0	0	8	0	0	0	12	28	\$5,390
Subtask 6.3 - Drawing revisions for Change Order #9		0	0	4	0	0	10	0	0	0	10	24	\$4,169
Subtask 6.4 - Grading/Drainage/EBMUD/BFL Design Revisions		0	0	4	0	0	8	0	0	0	0	12	\$2,298
Subtask 6.5 - RFI Support Effort		0	0	8	0	0	16	0	4	4	0	32	\$6,091
Task 7 - Construction Observation		0	0	0	0	0	0	0	0	0	0	0	\$0
Task 8 - Prepare Record Drawings		0	0	0	0	0	0	0	0	0	0	0	\$0
Task 9 - Prepare Maintenance & Inspection Report		0	0	0	0	0	0	0	0	0	0	0	\$0
Task 9.1 - Project Maintenance & Inspection Report (Base)													
Task 9.2 - Project Maintenance & Inspection Report (Inspection Forms)													
Task 10 - Garage Bridge Inspections													
Subtask 10.1 - Reinforcing Steel & Doweling Inspections		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 10.2 - Concrete Placement Inspections		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 10.3 - Structural Steel & Railing Inspections		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 10.4 - Steel Rod and Threaded Rod Placement		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 10.5 - Temporary Support System & Jacking		0	0	0	0	0	0	0	0	0	0	0	\$0
Subtask 10.6 - Materials Testing		0	0	0	0	0	0	0	0	0	0	0	\$0
Reimb.													\$500
Sub-Total HNTB Corporation:		0	0	24	0	0	42	0	8	8	22	104	\$21,716

CALLANDER ASSOCIATES FEES & HOURS BY TASK**City of Emeryville****South Bayfront Pedestrian Bicycle Bridge****Design Services During Construction Amendment**

2/11/2021

	CATEGORY AVERAGE HOURLY RATE	Principal \$200.00	Project Manager 2 \$142.00	Designer 2 \$113.00	Const. Manager \$153.00	Subtotal Hours	Subtotal Fee
CALLANDER ASSOCIATES, INC.							
Construction Support Services Tasks							
Task 0 - Project Management and Administration		0	0	0	0	0	\$0
Task 4 - Site/Construction Meetings		0	0	0	0	0	\$0
Task 5 - Submittal Review							
Subtask 5.1 - Main Bridge Cable Submittals		0	0	0	0	0	\$0
Subtask 5.2 - Main Bridge Railing Shop Drawings		0	0	0	0	0	\$0
Subtask 5.3 - Rail Post Layout Drawings for Ramps and Stairs		0	0	0	0	0	\$0
Subtask 5.4 - Main Bridge Pick & Set Erection Plan		0	0	0	0	0	\$0
Subtask 5.5 - Garage Bridge Jacking Support Falsework Plans		0	0	0	0	0	\$0
Subtask 5.6 - Main Bridge Field Welding WQCP		0	0	0	0	0	\$0
Subtask 5.7 - Review and Comment on the Non-Conformance Reports		0	0	0	0	0	\$0
Subtask 5.8 - Other Miscellaneous Submittal Review Efforts		0	2	0	12	14	\$2,120
Task 6 - Clarify Contract Documents, Respond to RFI's, and Change Order Support							
Subtask 6.1 - Re-design of Footings at Bent 20 & Bent 21		0	0	0	0	0	\$0
Subtask 6.2 - Drawing revisions for Change Order #8		0	4	4	0	8	\$1,020
Subtask 6.3 - Drawing revisions for Change Order #9		2	8	12	0	22	\$2,892
Subtask 6.4 - Grading/Drainage/EBMUD/BFL Design Revisions		2	6	16	0	24	\$3,060
Subtask 6.5 - RFI Support Effort		0	0	0	0	0	\$0
Task 7 - Construction Observation		0	0	0	0	0	\$0
Task 8 - Prepare Record Drawings		0	0	0	0	0	\$0
Task 9 - Prepare Maintenance & Inspection Report		0	0	0	0	0	\$0
Task 9.1 - Project Maintenance & Inspection Report (Base)							
Task 9.2 - Project Maintenance & Inspection Report (Inspection Forms)							
Task 10 - Garage Bridge Inspections							
Subtask 10.1 - Reinforcing Steel & Doweling Inspections		0	0	0	0	0	\$0
Subtask 10.2 - Concrete Placement Inspections		0	0	0	0	0	\$0
Subtask 10.3 - Structural Steel & Railing Inspections		0	0	0	0	0	\$0
Subtask 10.4 - Steel Rod and Threaded Rod Placement		0	0	0	0	0	\$0
Subtask 10.5 - Temporary Support System & Jacking		0	0	0	0	0	\$0
Subtask 10.6 - Materials Testing							
Reimb.							\$200
Sub-Total Callander Associates:		4	20	32	12	0	\$9,292

ZEIGER ENGINEERS FEES & HOURS BY TASK**City of Emeryville****South Bayfront Pedestrian Bicycle Bridge****Design Services During Construction Amendment**

2/11/2021

	CATEGORY AVERAGE HOURLY RATE	Principal \$250.00	Electrical Designer \$164.00	CAD Operator \$132.00			Subtotal Hours	Subtotal Fee
ZEIGER ENGINEERS, INC.								
Construction Support Services Tasks								
Task 5 - Submittal Review								
Subtask 5.1 - Main Bridge Cable Submittals		0	0	0			0	\$0
Subtask 5.2 - Main Bridge Railing Shop Drawings		0	0	0			0	\$0
Subtask 5.3 - Rail Post Layout Drawings for Ramps and Stairs		0	0	0			0	\$0
Subtask 5.4 - Main Bridge Pick & Set Erection Plan		0	0	0			0	\$0
Subtask 5.5 - Garage Bridge Jacking Support Falsework Plans		0	0	0			0	\$0
Subtask 5.6 - Main Bridge Field Welding WQCP		0	0	0			0	\$0
Subtask 5.7 - Review and Comment on the Non-Conformance Reports		0	0	0			0	\$0
Subtask 5.8 - Other Miscellaneous Submittal Review Efforts		12	0	0			12	\$3,000
Task 6 - Clarify Contract Documents, Respond to RFI's, and Change Order Support								
Subtask 6.1 - Re-design of Footings at Bent 20 & Bent 21		0	0	0			0	\$0
Subtask 6.2 - Drawing revisions for Change Order #8		0	0	0			0	\$0
Subtask 6.3 - Drawing revisions for Change Order #9		0	0	0			0	\$0
Subtask 6.4 - Grading/Drainage/EBMUD/BFL Design Revisions		0	0	0			0	\$0
Subtask 6.5 - RFI Support Effort		0	0	0			0	\$0
Reimb.								\$60
Sub-Total Zeiger Engineers, Inc.:		12	0	0	0	0	12	\$3,060

PARIKH CONSULTANTS FEES & HOURS BY TASK**City of Emeryville****South Bayfront Pedestrian Bicycle Bridge****Design Services During Construction Amendment**

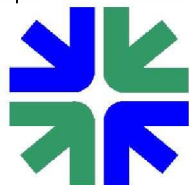
2/11/2021

CATEGORY AVERAGE HOURLY RATE	Project Manager \$270.00	Senior Project Engineer \$195.00	Draftsperson \$105.00		Subtotal Hours	Subtotal Fee
PARIKH CONSULTANTS						
Construction Support Services Tasks						
Task 6 - Clarify Contract Documents, Respond to RFI's, and Change Order Support						
<i>Subtask 6.1 - Re-design of Footings at Bent 20 & Bent 21</i>	2	12	0		14	\$2,880
Task 7 - Construction Observation	2	8	0		10	\$2,100
Reimb.						\$20
Sub-Total Parikh Consultants:	4	20	0	0	24	\$5,000

APPLIED MATERIALS & ENGINEERING FEES & HOURS BY TASK**City of Emeryville****South Bayfront Pedestrian Bicycle Bridge****Design Services During Construction Amendment**

2/11/2021

CATEGORY AVERAGE HOURLY RATE	Project Manager \$185.00	Project Inspector \$120.00		Subtotal Hours	Subtotal Fee
APPLIED MATERIALS & ENGINEERING, INC.					
Construction Support Services Tasks					
Task 10 - Garage Bridge Inspections					
<i>Subtask 10.1 - Reinforcing Steel & Doweling Inspections</i>	0	0		0	\$0
<i>Subtask 10.2 - Concrete Placement Inspections</i>	0	0		0	\$0
<i>Subtask 10.3 - Structural Steel & Railing Inspections</i>	4	32		36	\$4,580
<i>Subtask 10.4 - Steel Rod and Threaded Rod Placement</i>	0	8		8	\$960
<i>Subtask 10.5 - Temporary Support System & Jacking</i>	2	8		10	\$1,330
<i>Subtask 10.6 - Materials Testing</i>					
Note: Materials Testing includes Concrete Compression Testing & Final Affidavit					\$1,050
Sub-Total Applied Materials & Engineering, Inc.:	6	48	0	54	\$7,920



City of Emeryville
CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FOURTH AMENDMENT

THIS FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of 7/17/2020 by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **BIGGS-CARDOSA ASSOCIATES, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated November 3, 2015 ("Contract") for the purpose of retaining the services of Contractor to provide South Bayfront Pedestrian Bicycle Bridge, Update; and

WHEREAS, the Parties executed Amendment No. 1 to the Contract to extend the time to complete scope of work to December 31, 2017, and

WHEREAS, the Parties executed Amendment No. 2 to the Contract to further extend the time to complete scope of work to March 31, 2018, and

WHEREAS, the Parties executed Amendment No. 3 to the Contract to extend the time to provide services to June 30, 2020, and to amend the scope of work to revise plans to include Horton Landing Park Expansion Improvements, to answer contractor questions during the bid process, to prepare conformed plans and to provide construction support service; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

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

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-***Revision Number*;

OR

FOR CITY USE ONLY			
Contract No.	20015E-0415-PW01	CIP No.	16475006
Resolution No.	N/A	Project No.	N/A

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

- ☐ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-Revision Number**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section I.C of the Contract is hereby amended to extend the termination date to **DECEMBER 31, 2021**.

1.3 Total Compensation Amount

- ☐ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

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

SIGNATURES ON FOLLOWING PAGE

City of Emeryville | Professional Services Contract Amendment
REV 01/2020

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FOURTH AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
Michael Guina
City Attorney

Dated:

7/17/2020

CITY OF EMERYVILLE

DocuSigned by:
Christine S. Daniel
Christine S. Daniel, City Manager

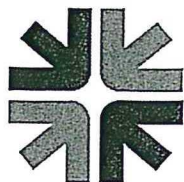
Dated:

7/16/2020

BIGGS CARDOSA ASSOCIATES, INC.

DocuSigned by:
Mahvash Harms (Signature)
Mahvash Harms, Principal

<p>Attach: W-9 Form</p> 	<p>Attach: Business License Certificate</p> 	<p>Attach: Insurance Certificate and Endorsements</p> 
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City of Emeryville
CALIFORNIA

ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

THIRD AMENDMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Third Amendment") is effective as of this 16th day of August, 2018, 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 and Consultant entered into a Professional Services Agreement ("Agreement") effective November 3, 2015, whereby Consultant is to prepare South Bayfront Pedestrian Bicycle Bridge Plans Update; and

WHEREAS, it is now necessary to revise the scope of work to include additional professional engineering design services to support some design modifications and design services during construction; and

WHEREAS, the City wishes to amend the Agreement to include the additional services; 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 Third Amendment; 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 has submitted a proposal dated May 8, 2018, with the approved proposal attached and incorporated as Exhibit A; and,

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

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

- A. Section I.B of the Agreement ("Services") is hereby amended to include the scope of services described in Exhibit A.

FOR CITY USE ONLY			
Contract No.	18030-0315-PW01	CIP No.	16475006
Resolution No.	18-110	EPW No.	N/A

City of Emeryville | BCA Third Amendment to the Professional Services Agreement

- B. Section III.B of the Agreement ("Compensation and Method of Payment") is hereby amended to reflect payment based on the additional services described in Exhibit A, and to increase the total compensation under the Agreement. The section shall now read:

The amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall increase by **EIGHT HUNDRED FORTY EIGHT THOUSAND, FOUR HUNDRED DOLLARS AND NO CENTS (\$848,400.00)** for a total compensation amount not, in any case, to exceed **ONE MILLION, TWO HUNDRED FORTY-NINE THOUSAND, ONE HUNDRED FORTY DOLLARS AND NO CENTS (\$1,249,140.00)**, except as outlined in Section II.C above. The compensation for Services performed shall be as **set forth in Exhibit A**. 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.

- C. Section I.A of the Agreement is hereby amended to include the scope of work as described in Exhibit A.
- D. Section I.C of the Agreement is hereby amended to terminate on June 30, 2020.
- E. All other provisions of the Agreement shall remain in full force and effect, and this Third Amendment shall remain subject to said promises.
- F. The Effective Date of this Third Amendment is the date on which the Third Amendment is executed on behalf of the City.

WAIVER OF AGREEMENT

The City's failure to enforce any provision of this Third Amendment 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 Third Amendment, which shall become effective as of the date the City Manager executes this Third Amendment on behalf of the City.

City of Emeryville | BCA Third Amendment to the Professional Services Agreement

Approved As To Form:

Michael A. Guina
Michael A. Guina, City Attorney

CITY OF EMERYVILLE

Dated: 8/16/18, 2018

Charles S. Byrum
for James Holgersson, Interim City Manager

CONSULTANT

Dated: July 02, 2018

BY: M. Harms
ITS: Principal

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

865 The Alameda
San Jose, CA 95126-3133
Telephone 408-296-5515
Facsimile 408-296-8114

January 31, 2018
Revised April 9, 2018
2nd Revision May 8, 2018
2007073.6

City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

Attention: Mr. Todd Teachout

Subject: South Bayfront Pedestrian Bicycle Bridge
Design Services During Construction

Dear Todd:

Biggs Cardosa Associates, Inc. is pleased to submit this proposal to provide construction support services for the construction phase of the South Bayfront Pedestrian Bicycle Bridge Project including Horton Landing Park. We are very excited to see this amazing project come together. It will be an icon for the City of Emeryville for a long, long time.

The construction support services include providing project management and administration, pre-bid revisions to the plans/specifications, bid support services, preparing conform plans/specifications, attending construction meetings, reviewing contractor submittals and RFI's, assisting with change orders, clarifying the contract documents, observing work at the project site, and preparing record drawings. Additional details regarding this work are described in the following:

Task 0 – Project Management / Administration:

This task includes preparation of monthly invoices for this work, coordination with the City, the construction manager, and our subconsultants including project documentation and correspondence. Our effort for this work is based on the following understanding of the project schedule:

1. Pre-bid effort from May 2018 thru August 2018.
2. Bid phase from September 2018 thru November 2018.
3. Construction support services from December 2018 thru May 2020.

Task 1 – Pre-Bid Revisions to the Plans and Specifications:

Subtask 1A – City of Emeryville Comments:

Prior to the project advertisement for bidding, an updated set of plans and specifications will be prepared to incorporate various comments. The document updates will consider the comments provided by the City's engineering and maintenance staff. Additionally, the updates will include minor changes to the landscaping design, as needed, to address the Bay Friendly project requirements. As part of this work, the design documents will be signed and the "NOT FOR CONSTRUCTION" notes will be removed. This work also includes some updates to the plans and specifications to address coordination issues regarding environmental and archeological input on the contract documents.



City of Emeryville
January 31, 2018
Revised April 9, 2018
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Subtask 1B – Design Revisions per City Comments and CR Comments:

An additional contingency budget has been established for the incorporation of three comments:

- Implementation of electrical receptacles on the stairs, ramps, and the main bridge.
- Implementation of a lighting design change for the stairs, ramps, and the main bridge.
- Implementation of a potable water system on the stairs, ramps, and the main bridge.

The contingency budget allowed for these design revisions is \$45,000. This contingency budget is estimated to be adequate for implementation of two of the three items indicated by the bullet points above. However, the exact scope of work associated with these items has not yet been established. The scoping effort for these items is included in the Task 1A effort that we have estimated (see above).

Lastly, we have included a \$20,000 allowance to address the constructability review (CR) comments from the Construction Management consultant.

Subtask 1C – Park Addition for UPRR Sliver Parcel:

As requested by the City of Emeryville, Biggs Cardosa Associates has included design engineering and landscaping services for a park addition to the project. The City is coordinating the purchase of a parcel of property from Union Pacific Railroad (UPRR). As part of this property acquisition, the design team will provide the following services for this park addition:

1. Assist the City with the UPRR agreement.
2. Review the existing data and information on the existing bridge to be acquired as part of the property purchase from UPRR.
3. Perform a bridge inspection and prepare a bridge inspection and structure survey report.
4. Prepare preliminary concepts for the park addition and the bridge modification. This concept phase work will include a cost estimate.
5. Prepare draft construction documents and a cost estimate. The construction documents will be prepared as a modification to the existing plans and specifications; the updated documents will combine this park addition into the contract documents as one package. The cost estimate for the park addition will be kept separate for the City's tracking purposes.
6. Prepare an updated C.3 Storm Water permit application. The park addition will be incorporated into the project's storm water permit application.
7. Perform a quality control check of the bridge modifications.
8. Incorporate comments on the draft construction documents. Comments are anticipated from the City, the County, Bay Friendly, and the quality control check team.
9. Prepare final construction documents and a cost estimate for the park addition.

For additional details on the conceptual pathway layout for the park addition and other details on this work effort, please refer to the various attachments included with this letter.

Task 2 – Bid Support Services:

The services included in the bid phase include the following:

- Clarification of the design documents;
- Providing information in response to bidders' questions regarding the bid documents;



City of Emeryville
January 31, 2018
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2nd Revision May 8, 2018
Page 3

- Attendance at the Pre-Bid Meeting and other meetings, as requested;
- Preparation of support information for addenda; and
- Assist the City in review of the bids, as requested.

Task 3 – Prepare Conformed Plans and Specifications:

After the bid phase has been completed, a conformed set of plans and specifications will be prepared for the construction phase. Any changes identified during the bid phase will be incorporated into the updated documents. Updated documents will be issued with approval signatures.

Task 4 – Site/Construction Meetings:

Attend construction meetings to answer questions raised during construction related to the work. Attendance at these meetings will occur at the request of the City or the construction manager. It is anticipated that the meetings will occur at the construction site or at the City's office; a total of 40 meetings have been allocated for this task.

Task 5 – Submittal Review:

Assist the City during construction by checking working drawings, material submittals, and other submittals that relate to the structural, civil, landscaping, and electrical improvements. The required submittals are identified by the project specifications. Attached is a list of the submittals that are anticipated to be reviewed by our design team.

Task 6 – Clarify Contract Documents, Respond to RFI's, and Change Orders:

Assist the City during construction by clarifying and interpreting contract documents to ensure that the project is constructed in general conformance with the plans and specifications, and review and respond to RFI's. Additionally, provide advice and technical support for construction change orders to the plans and special provisions and prepare change order documentation to include, where appropriate, changes in plans and special provisions.

Task 7 – Site/Construction Observation:

Observe the construction work for conformance with the contract documents, shop drawings, and other project requirements. It is estimated that site observations will include four hours per week for twelve months. Any discrepancies or deviations from the approved documents will be brought to the immediate attention of the inspector and/or to the City's representative.



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Task 8 – Project Close-out / Record Drawings:

Assist the City in closing out the project by preparing record drawings for the completed construction work. The preparation of the record drawings will be based on a mark-up set of drawings to be provided by the contractor based on the revisions made during construction. One full-sized set of the revised plans will be provided for the City's records as well as a CD containing the AutoCAD files for the plans.

Additional Information & Fee:

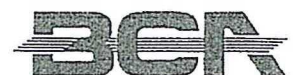
The attached proposals from our subconsultants (HNTB Corporation, Callander Associates, Parikh Consultants, Zeiger Engineers, and Sandis) provide additional details for the scope of work involved for this construction support services phase of the project. Therefore, our construction support services shall include structural, civil, landscaping, electrical, surveying, and geotechnical services. Additionally, the attached spreadsheets show the estimated effort associated with each task as well as a breakdown of the summary of fees. Biggs Cardosa Associates proposes to provide these services, as described, by requesting a fee of \$848,400 to be compensated on a time and materials basis.

Our construction support services fee proposal represents our best estimate of the costs involved. Since construction support services costs are highly dependent on the contractor's proficiency and performance and the overall construction schedule, the final cost may be above or below that estimated in this proposal. Therefore, we recommend that the City of Emeryville establish a contingency budget for construction support. We will not exceed the requested fee without your prior authorization.

Based on our understanding of the work performed by others, the following tasks are not included in our proposal for the construction phase:

- a. Construction management
- b. Construction administration
- c. Foundation construction oversight
- d. Construction staking
- e. Environmental oversight
- f. Archeological oversight
- g. Permit or other agreement compliance
- h. Inspection services (including quality assurance)
- i. Materials testing (including concrete testing)
- j. Geotechnical testing
- k. Final observation & punch list
- l. Structural analysis related to construction sequence/method
- m. Design changes (except as noted in Task 1).

Biggs Cardosa Associates can provide a proposal for any of these other construction services (items a thru m) at the City's request.



City of Emeryville
January 31, 2018
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2nd Revision May 8, 2018
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Should you have any questions, please do not hesitate to call.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Mahvash Harms, S.E.
Principal

Attachments

cc: Martin Bodemar, Biggs Cardosa Associates

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Amendments\0_Project_Update_June_2015\Revised_Const_Supp\April_2018_Update\Const_Supp_Letter_R3.doc

SUBMITTAL LIST**Project Name:** South Bayfront Ped/Bike Bridge**Job Number:** 2007073.6

Submittal Number	Reviewed By	Description	Notes / Comments	Estimated Hours			
				Principal	Engineer, Manager	Senior Engineer	Admin.
1	ENV / S & C	Storm Water Pollution Prevention Plan					
2	ENV / S & C	Health and Safety Plan					
3	ENV / S & C	Remediation Work & Import Fill Submittal					
4	BCA / S & C	Precast Concrete Quality Control Plan			4	8	1
5	BCA / S & C	Welding Quality Control Plan		1	4	8	1
6	BCA / S & C	Various Certificates of Compliance (Bearings, Joint Seals, etc.)			8	8	1
7	S & C	Scaffolding Working Drawings					
8	BCA / S & C	Construction Schedules	BCA will review only first two submittals	2	6		0.5
9	S & C	Debris Containment and Collection Program					
10	BCA / S & C	Bridge Removal Plan			4	8	0.5
11	BCA	Reconstruct Metal Bridge Railing Submittal (Garage Bridge)	S & C may perform a cursory review		3	6	0.5
12	BCA / S & C	Excavation Shoring and Cofferdam Working Drawings	UPRR review required	1	6	12	1
13	BCA / S & C	Earth Retaining System Working Drawings	Novartis & UPRR review required	1	9	12	1
14	BCA / S & C	Pile Driving System Submittal			4	4	0.5
15	S & C	Pile Driving Safety Plan	UPRR review may be required				
16	BCA	Post-Tensioning Shop Drawings	S & C may perform a cursory review	1	6	12	1
17	BCA	Precast Prestressed Concrete Slab Working Drawings	S & C may perform a cursory review	1	10	20	1
18	BCA / S & C	Pile Working Drawings			6	12	0.5
19	BCA / S & C	Falsework Submittals (Calculations & Drawings) - 5 Sets	Primary Review by S & C	2	40	60	3
20	BCA / S & C	Camber Strip Submittals (Calculations & Drawings) - 4 Sets	Primary Review by S & C	1	12	18	0.5
21	BCA	Permanent Steel Deck Form Working Drawings	S & C may perform a cursory review		3	6	0.5
22	S & C	Concrete Coring Working Drawings					
23	BCA	Reinforcing Steel Shop Drawings	S & C may perform a cursory review				
	BCA	West Ramp (Footings, Columns, Abut, Stairs, Deck, & Curb)		1	28	40	3
	BCA	Main Bridge (Footings, Columns, Bent Caps, Deck, & Curb)		1	20	30	3
	BCA	East Ramp (Footings, Columns, Abut, Deck, & Curb)		1	24	36	3
	BCA	West Stairs (Footings, Columns, Abut, Deck, & Curb)		1	16	24	2
	BCA	Garage Bridge (Deck)			8	12	0.5
	BCA	East Stairs (Footings, Column, Abut, Deck, & Curb)		1	16	24	1
	BCA	East Creek Bridge (Abut, Deck, & Curb)		1	12	18	1
	BCA	Culvert			4	6	0.5
24	BCA / S & C	Construction Sequence Plan	UPRR review required	2	20	40	2
25	BCA / S & C	Temporary support, bracing, and falsework Submittal (Main Bridge)	UPRR review required	2	12	18	1

SUBMITTAL LIST

Project Name: South Bayfront Ped/Bike Bridge

Job Number: 2007073.6

Submittal Number	Reviewed By	Description	Notes / Comments	Estimated Hours			
				Principal	Engineer: Manager	Senior Engineer	Admin.
26	BCA / S & C	Structural Steel Working Drawings		2	20	30	1
	BCA / S & C	Main Bridge			6	12	0.5
	BCA / S & C	Garage Bridge			6	10	0.5
27	BCA / S & C	Deck Cable Assembly Working Drawings					
28	BCA / S & C	Painting Quality Work Plan		2	6	10	0.5
29	BCA	Decomposed Granite Submittal		1	4	4	0.5
30	BCA	Electrical and Lighting Submittals	S & C may perform a cursory review		1		
31	S & C	Insurance & Bonding Submittals	S & C may perform a cursory review	1	8		0.5
32	S & C	List of Material Sources	UPRR & Kinder Morgan review required				
33	S & C	Traffic Control Plans					
34	BCA / S & C	Watering Schedule Program					
35	BCA / S & C	Irrigation System Working Drawings			1		
36	S & C	Asphalt Aggregate Grading	Bay Street review?		1		
37	S & C	Assembly of Bar Reinforcing Steel Exceeding 20 feet (safety)					
38	BCA / S & C	Rebar Hoop Splice Quality Control		1	2	4	0.5
39	BCA / S & C	Mechanical Coupler Submittal		1	2	4	0.5
40	S & C	Splice Prequalification Report Submittal					
41	BCA / S & C	Steel Bolt Submittals		1	4	6	0.5
42	BCA / S & C	Reinforced Concrete Pipe Submittals			1		
43	BCA	Railing Working Drawings	S & C may perform a cursory review	2	24	36	1
44	BCA	Miscellaneous Metal Submittals	S & C may perform a cursory review	1	6	12	0.5
45	BCA	Concrete Mix Design Submittals	S & C may perform a cursory review	1	12	24	2
46	BCA / S & C	Concrete Protection Method Submittals		1	4	4	0.5
47	S & C	Sample Material Submittals (Bearings, Joint Seals, etc.)					
48	BCA	Bridge Drainage System Working Drawings	S & C may perform a cursory review	1	6	12	1
49	BCA	Soil Amendment Submittals			1		
50	BCA	Soil Sterilant Submittal			1		
51	BCA	Herbicide Submittal			1		
52	BCA	Fence Submittals			1		
53	BCA	Site Furnishings Submittals			1		
54	BCA	Horticultural Soil Analysis			1		
55	BCA	Top Soil Testing Submittal	S & C may perform a cursory review		1		
			Subtotal Hours	35	400	600	40

SUMMARY OF FEES BY TASK

City of Emeryville
South Bayfront Ped/Bike Bridge
Design Services During Construction

1/30/2018

Revised 4/09/2018

Second revision 5/08/2018

COMPANY	Biggs					Parikh Consultants	Zeiger Engineers	Sands	Subtotal Fees
	Cardosa Associates Corporation	HNTB	Callander Associates	Parikh Consultants	Zeiger Engineers				
Construction Support Services Tasks									
Task 0 - Project Management/Administration	\$49,620	\$19,968	\$0	\$0	\$0			\$0	\$69,588
Task 1 - Pre-Bid Revisions to Plans & Specifications	\$108,549	\$123,323	\$24,898	\$1,150	\$4,976			\$6,227	\$269,121
Subtask 1A - City of Emeryville Comments	\$30,579	\$41,229	\$6,846	\$1,150	\$876			\$6,227	\$86,906
Subtask 1B - Contingency (Allowance for Lighting/Receptacles/Water/CR)	\$33,000	\$30,000	\$0	\$0	\$2,000			\$0	\$65,000
Subtask 1C - Park Addition for UPRR Silver Parcel	\$44,970	\$52,094	\$18,052	\$0	\$2,100			\$0	\$117,215
Task 2 - Bid Support Services	\$8,040	\$8,350	\$3,633	\$205	\$139			\$0	\$20,366
Task 3 - Prepare Conformd Plans and Specifications	\$8,722	\$9,795	\$3,316	\$0	\$311			\$3,003	\$25,147
Task 4 - Site/Construction Meetings	\$45,228	\$7,984	\$3,423	\$1,796	\$0			\$0	\$58,430
Task 5 - Submittal Review	\$168,701	\$47,222	\$5,993	\$2,205	\$771			\$0	\$224,892
Task 6 - Clarify Contract Document, Respond to RFI's, and Change Order Support	\$41,041	\$16,754	\$6,636	\$1,796	\$943			\$0	\$67,170
Task 7 - Construction Observation	\$37,495	\$0	\$7,921	\$1,796	\$943			\$0	\$48,154
Task 8 - Prepare Record Drawings	\$31,979	\$18,181	\$3,316	\$1,134	\$0			\$0	\$54,609
Reimb.	\$6,595	\$1,247	\$2,999	\$0	\$8			\$74	\$10,923
Sub-Total Fees:	\$505,969	\$252,824	\$62,135	\$10,080	\$8,090			\$9,303	\$848,400

Note 1: Subconsultant's fees include 5% mark up.

Note 2: CR indicates constructibility review.

Note 3: Task 1 costs include the sum of Subtasks 1A thru 1C.

SUMMARY OF HOURS BY TASK

City of Emeryville
South Bayfront Ped/Bike Bridge
Design Services During Construction

1/30/2018

Revised 4/09/2018

Second revision 5/08/2018

COMPANY	Biggs					Parikh	Zeiger	Sandis	Subtotal Hours
	Cardosa	HNTB	Callander	Associates	Consultants				
Construction Support Services Tasks									
Task 0 - Project Management/Administration	250	120	0		0		0	0	370.0
Task 1 - Pre-Bid Revisions to Plans & Specifications	677	609	177		8		29	30	1,530.0
<i>Subtask 1A - City of Emeryville Comments</i>	194	204	50		8		5	30	491.0
<i>Subtask 1B - Contingency (Allowance for Lighting/Receptacles/Water/CR)</i>	199	145	0		0		12	0	356.0
<i>Subtask 1C - Park Addition for UPRR Silver Parcel</i>	284	260	127		0		12	0	683.0
Task 2 - Bid Support Services	48	38	26		1		1	14	128.0
Task 3 - Prepare Conform Plans and Specifications	58	50	23		0		2	0	133.0
Task 4 - Site/Construction Meetings	260	28	21		8		0	0	317.0
Task 5 - Submittal Review	1075	240	37		10		4	0	1,366.0
Task 6 - Clarify Contract Document, Respond to RFI's, and Change Order Support	244	80	41		8		5	0	378.0
Task 7 - Construction Observation	230	0	49		8		5	0	292.0
Task 8 - Prepare Record Drawings	216	96	23		7		0	0	342.0
Sub-Total Hours:	3058	1261	397		50		46	44	4,856.0

Note 1: CR indicates constructibility review.

Note 2: Task 1 hours include the sum of Subtasks 1A thru 1C.

BCA FEES & HOURS BY TASKCity of Emeryville**South Bayfront Ped/Bike Bridge****Design Services During Construction**

1/30/2018

Revised 4/09/2018

Second revision 5/08/2018

CATEGORY

AVERAGE HOURLY RATE

BIGGS CARDOSA ASSOCIATES, INC.

	Principal \$283.92	Engineering Manager \$176.20	Senior Eng. \$141.96	CADD Drafter \$130.70	Admin. \$77.67	Subtotal Hours	Subtotal Fee
Construction Support Services Tasks							
Task 0 - Project Management/Administration	70	160	0	0	20	250	\$49,620
Task 1 - Pre-Bid Revisions to Plans & Specifications	32	293	220	100	12	677	\$108,549
Subtask 1A - City of Emeryville Comments	8	80	60	40	6	194	\$30,579
Subtask 1B - Contingency (Allowance for Lighting/Receptacles/Water/CR)	10	115	45	25	4	199	\$33,000
Subtask 1C - Park Addition for UPRR Silver Parcel	14	98	115	35	2	284	\$44,970
Task 2 - Bid Support Services	6	16	20	4	2	48	\$8,040
Task 3 - Prepare Conformed Plans and Specifications	4	8	24	20	2	58	\$8,722
Task 4 - Site/Construction Meetings	20	160	80	0	0	260	\$45,228
Task 5 - Submittal Review	35	400	600	0	40	1075	\$168,701
Task 6 - Clarify Contract Documentation, Respond to RFI's, and Change Order Support	30	80	100	30	4	244	\$41,041
Task 7 - Construction Observation	10	100	120	0	0	230	\$37,495
Task 8 - Prepare Record Drawings	8	40	100	60	8	216	\$31,979
Reimb.							\$6,595
Sub-Total Biggs Cardosa Assoc., Inc.:	247	1550	1484	314	100	3058	\$505,969

BCA FEES & HOURS BY ITEMS OF WORKCity of EmeryvilleSouth Bayfront Ped/Bike BridgePark Addition for UPRR Silver Parcel

5/8/2018	CATEGORY AVERAGE HOURLY RATE	Principal \$283.92	Engineering Manager \$176.20	Senior Eng. \$141.96	Project Eng. \$133.59	CADD Drafter \$130.70	Admin. \$77.67	Subtotal Hours	Subtotal Fee
BIGGS CARDOSA ASSOCIATES, INC.									
	Item 1: Project Management and Administration	2	18	4	0	0	2	26	\$4,463
	Item 2: Project Coordination (with Team and City)	2	24	12	0	0	0	38	\$6,500
	Item 3: Additional Meeting Effort	0	12	0	0	0	0	12	\$2,114
	Item 4: Assist City with UPRR Agreement	0	4	4	0	2	0	10	\$1,534
	Item 5: Park Addition Design (Including Bridge Modification)	8	32	76	16	26	0	158	\$24,234
	Review Existing Data and Information	1	6	14	0	0	0	21	
	Bridge Inspection and Structure Survey Report	1	8	24	0	0	0	33	
	Prepare Preliminary Concepts Including Cost Estimate	2	12	20	0	16	0	50	
	Draft Contract Documents & Cost Estimate	2	6	18	0	10	0	36	
	Quality Control Check	2	0	0	16	0	0	18	
	Item 6: Finalize Park Addition Design (Including Bridge Modif.)	2	8	19	4	7	0	40	\$6,124
	Sub-Total Biggs Cardosa Assoc., Inc.:	14	98	115	20	35	2	284	\$44,970

Notes:

The bridge modification effort assumes crack repairs, spall repair, overhang modification, and fence removal will be needed.

HNTB CORPORATION FEES & HOURS BY TASK
City of Emeryville
South Bayfront Ped/Bike Bridge
Design Services During Construction

1/30/2018
 Revised 4/09/2018
 Second revision 5/08/2018

CATEGORY
 AVERAGE HOURLY RATE

HNTB CORPORATION	Principal \$358.14	QA Manager \$291.79	Task Manager \$295.58	Senior Technical Advisor \$274.88	Project Engineer \$211.53	Engineer II \$139.51	Project Analyst \$85.54	Lead Electrical Engineer \$199.24	Electrical Engineer \$174.24	Electrical CADD \$159.13	Subtotal Hours	Subtotal Fee
Construction Support Services Tasks	12	0	22	0	0	0	86	0	0	0	120	\$19,017
Task 0 - Project Management/Administration	2	12	88	35	42	188	6	44	168	24	609	\$117,450
Task 1 - Pre-Bid Revisions to Plans & Specifications (Subtask 1A, 1B, and 1C)	0	4	22	8	0	22	0	24	120	4	204	\$39,266
Subtask 1A - City of Emeryville Comments	0	4	8	0	0	22	0	4	0	4	42	\$8,035
Task 1.1.1 - Address City Comments	0	0	2	0	0	0	0	20	0	0	22	\$4,576
Task 1.1.2 - Investigate Addition/Spacing of Electrical Receptacles	0	0	4	0	0	0	0	0	120	0	124	\$22,091
Task 1.1.3 - Investigate New Lighting Fixtures/Lighting Calculations	0	0	8	8	0	0	0	0	0	0	16	\$4,564
Task 1.1.4 - Investigate Addition of Potable Water Supply/Frequency of Fixtures	0	0	4	8	0	0	0	0	48	0	145	\$28,571
Subtask 1B - Contingency (Allowance for Lighting/Receptacles/Water/CR)	1	4	20	8	0	24	0	20	0	20	260	\$49,613
Subtask 1C - Park Addition for UPRR Silver Parcel	1	4	46	19	42	142	6	0	0	0	38	\$7,952
Task 2 - Bid Support Services	0	2	8	4	0	12	0	8	0	4	50	\$9,329
Task 3 - Prepare Conform Plans and Specifications	0	4	8	0	0	24	0	4	4	6	28	\$7,604
Task 4 - Site/Construction Meetings	0	0	20	0	8	0	0	0	0	0	240	\$44,973
Task 5 - Submittal Review	0	0	48	20	0	142	0	10	20	0	80	\$15,956
Task 6 - Clarify Contract Document, Respond to RFIs, and Change Order Support	0	0	16	12	0	32	0	4	8	8	0	\$0
Task 7 - Construction Observation	0	0	0	0	0	0	0	0	0	0	0	\$0
Task 8 - Prepare Record Drawings	0	8	12	0	0	48	0	4	8	16	96	\$17,315
Reimb.												\$1,188
Sub-Total HNTB Corporation:	14	26	222	71	50	446	92	74	208	58	1261	\$240,784

Note 1: Subtask 1A hours and cost indicated include tasks 1.1.1 thru 1.1.4.

South Bayfront Pedestrian Bridge
HNTB Work Directive Amendment 03 Scope of Work:
Additional City Comments, Bid Support Services, and Construction Support Services

Scope:

- Task 0.0 Project Management/Administration
 - 24-month duration, anticipated from May 2018 - April 2020.
- Task 1.0 Pre-Bid Revisions to Plans & Specifications
 - Anticipated NTP is 5/9/18, with approximately two months for coordination and implementation.
 - Revised plans and specifications will be submitted as electronic PDF files.
 - Task 1.1.1: Address the following City comments:
 - ES2: Adjust leader line
 - C9: Clarify grade break in path profile
 - C10: Adjust pen weights for existing elevation labels, delete note regarding grate elevation relative to adjacent ground (note is not applicable to all inlets, treatment details identify grate elevations 6" above treatment surface).
 - C11: Revise sidewalk slope at base of West Stair to match cross slope of stairs (likely only behind main sidewalk, which will conform to existing at 2%), slotted cross drains will not be added
 - C12: Revise path cross slope at base of East Stair to match cross slope of stairs, clarify sidewalk cross slope transition at node at bottom of East Ramp, slotted cross drains will not be added
 - C13: Revise beginning of swale to inside of project limits, revise contour linetype outside of project limits
 - C15: Revise note number in callout
 - C16: Fix SD linetype
 - C20: Add sharrows to Ohlone Dr between Bay St and Shellmound St, create new viewport to show additional sharrows
 - E6: Add column for total quantity of luminaires to be installed on stairs, ramps, and bridge
 - Remove "Not for Construction" label on all drawings listed above.
 - No revisions, except removal of "Not for Construction" label, for the following drawings: G3, G4, ES0, ES1, ES3-ES5, D1, C3, C4, C8, C14, C17, C21, C22, E2, E3, E6, and E7.
 - Task 1.1.2: Investigate feasibility of adding electrical receptacles (do not implement) at top and bottom of stairs, ramps, and bridge
 - Calculate increases to electrical load and compatibility with proposed panels
 - If feasible, recommend spacing and frequency of receptacles on ramps and bridge, with input from City on requirements
 - Task 1.1.3: Investigate up to two (2) LED luminaire fixture options that may provide some facial illumination, consider City requested color and safety glass, recommend fixture and provide illumination calculations to confirm fixture spacing. Note that appropriate facial lighting is

South Bayfront Pedestrian Bridge
HNTB Work Directive Amendment 03 Scope of Work:
Additional City Comments, Bid Support Services, and Construction Support Services

subjective, as IES does not provide vertical illumination criteria for walkways.

- Task 1.1.4: Investigate feasibility of adding potable water supply and associated fixtures for wash-down hoses and pressure washer feeds, recommend spacing and frequency of fixtures, with input from City on requirements
- Task 2.0 Bid Support Services
 - Anticipated bid period will be September 2018 - October 2018
 - Prepare up to two addenda for revisions to plans and/or specifications based on questions from bidders
- Task 3.0 Prepare Conformed Plans and Specifications
 - Plans and specifications will be conformed for revisions made as addendum during the bid period, following completion of the bid period. Bid period is expected to conclude in late October 2018.
 - Up to 20 of 28 drawings are assumed to need revisions.
 - Conformed Plans and Specifications will be submitted as electronic PDF files.
- Task 4.0 Site/Construction Meetings
 - Attend up to five on-site and/or construction meetings (assume 4 hours/meeting)
- Task 5.0 Submittal Review
 - Assume up to forty (40) civil/bridge lighting submittal reviews. Assume half of submittals will be resubmitted one time for second review.
 - Review of the following Contractor submittals are assumed to be conducted by the Construction Manager, and are excluded from this scope: Temporary Construction, Construction Means and Methods, Quality Control Plans, Testing of Delivered Materials, Construction Material Sampling or Testing, Field Test Procedures, Water Pollution Control, and Environmental Stewardship.
- Task 6.0 Clarify Contract Documents, Respond to RFIs, and Change Order Support
 - Assume up to twenty (20) RFI reviews and responses. RFIs for clarification only, not for review and approval of Contractor's alternative means and methods. Each RFI to be responded to only once.
- Task 7.0 Construction Observation
 - Not Applicable, see Exclusions.
- Task 8.0 Prepare Record Drawings
 - Record Drawing updates will be revised to the redlines prepared by the Contractor.
 - Record Drawings will be submitted as electronic PDF files.
- Tasks 4.0 - 8.0 will occur during the construction period. Construction period is anticipated to be 18 months, from November 2018 - April 2020.
- All fees will be for Time & Materials to the amount shown, services upon request.

**South Bayfront Pedestrian Bridge
HNTB Work Directive Amendment 03 Scope of Work:
Additional City Comments, Bid Support Services, and Construction Support
Services**

Exclusions:

- Revisions to the C.3 Stormwater Permit Application, including attachments and exhibits, are not anticipated and are not included.
- Travel of Electrical Engineer(s) from Washington to California is not included.
- Construction observations for elements designed by HNTB will be performed by the Construction Manager, and are not included in this proposal.

Amendment103_Emerystown_SF_Bridge-Addl_Comments-DSDC-DSDC

4/2/2018

4/21/2018



**WORK DIRECTIVE
SUMMARY**

South Bayfront Pedestrian Bridge Bid Documents - Phase 2

TASK	WORK ITEMS	JOB HOURS								TOTAL
		PIC	QA Manager	Task Manager	Senior Technical Advisor	Project Engineer	Engineer II	Project Analyst		
1	Task Management - Phase 2	1	4	2	0	0	0	6	13	
2	100% Final PS&E - Phase 2	0	0	25	10	26	90	0	151	
3	Prepare Bid Ready PS&E - Phase 2	0	0	19	9	16	52	0	96	
SUB-TOTAL (Hours)		1	4	46	19	42	142	6	260	
Hourly Rate		\$125.61	\$102.34	\$103.67	\$96.41	\$74.19	\$48.93	\$33.51		
Multiplier		2.5920	2.5920	2.5920	2.5920	2.5920	2.5920	2.5920		
Subtotal Labor Cost		\$ 326	\$ 1,061	\$ 12,360	\$ 4,748	\$ 8,076	\$ 18,011	\$ 521	\$45,104	
Profit Margin		10%	10%	10%	10%	10%	10%	10%		
TOTAL LABOR COST		\$358	\$1,167	\$13,596	\$5,223	\$8,884	\$19,812	\$573	\$49,614	
									\$80	
									10%	
									\$88	
									\$49,702	

Assumptions:

Design:

Additional services requested by City of Emeryville/Elmns Cardosa Associates to update drawings for new construction.

Profit Margin

TOTAL O.D.C.

Total

Assumptions:

Design:

Additional services requested by City of Emeryville/Biggs Cardosa Associates to update drawings for new pathway on property to be acquired by the City from UPRR on the east side of the railroad tracks.
Asphalt bicycle trail, 10' wide, ADA compliant;
HNTB has a right to rely on information provided by Biggs Cardosa;
HNTB is not anticipating providing retaining wall design;
HNTB is not anticipating providing lighting design;
HNTB is not anticipating providing agency coordination

Assumptions:
Phase 2 scope will be an addendum to original task order

Emeryville_South_Bayfront_Bridge_Phase_2_20180421

Assumptions:
 Work shown for Phase 2 improvements.
 No additional meetings will be necessary for the Phase 2 improvements.
 Includes extension of at-grade path within property to be acquired by the City from UPRR and utilizing the existing railroad spur bridge across Temescal Creek to connect with the City's planned gateway. Limit of the path will be at the property line to Sherwin Williams, just south of Temescal Creek.

MAINTAINED EX		
REPROGRAPHICS	\$	40
TRAVEL AND SUBSISTENCE		
VEHICLES		
SUB TOTAL ODC's		\$40
Profit Margin		10%
Total ODC's	\$	44
Task Total		\$28,239

Work shown for Phase 2 improvements.

No additional meetings will be necessary for the Phase 2 improvements.

Includes extension of at-grade path within property to be acquired by the City from UPRR and utilizing the existing railroad spur bridge across Temescal Creek to connect with the City's planned greenway. Limit of the path will be at the property line to Sherwin Williams, just south of Temescal Creek.

C3 Stormwater Permit Application and attached documents for "Base" Project will be updated to include new path.

Cut-through, or secondary path, on south side of Temescal Creek is omitted.

Path paving adjacent to the north side of Temescal Creek is omitted

Demolition of Phase 2 site to be prepared by Callander Associates.

Erosion Control of Phase 2 site to be prepared by Callander Associates.

Horizontal layout of new Phase 2 path to be prepared by Callander Associates.

Research and identification of utilities within the Phase 2 parcel will be performed by others. Plans are prepared by Cantor Associates.

Plats and legal descriptions to be performed by others

Phase 2 improvements will not affect construction staging assembly and erection locations.

Existing bridge of Temescal Creek is in good condition for the new deck and approach. No major improvements will not affect construction staging, assembly, and erection locations.

TASK 2.2 - DETAIL SUMMARY

MAIL/FEDEX	
REPROGRAPHICS	\$ 30
TRAVEL AND SUBSISTENCE	
VEHICLES	
SUB TOTAL ODC's	\$ 30
Profit Margin	10%
Total ODC's	\$ 33
Task Total	\$18,762

CALLANDER ASSOCIATES FEES & HOURS BY TASK

City of Emeryville

South Bayfront Ped/Bike Bridge

Design Services During Construction

1/30/2018

Revised 4/09/2018

Second revision 5/08/2018

CATEGORY

AVERAGE HOURLY RATE

CALLANDER ASSOCIATES, INC.

	Principal Manager 2 \$200.00	Project Manager 2 \$142.00	Designer 2 \$113.00	Const. Manager \$153.00	Subtotal Hours	Subtotal Fee
Construction Support Services Tasks						
Task 0 - Project Management/Administration	0	0	0	0	0	\$0
Task 1 - Pre-Bid Revisions to Plans & Specifications	10	98	69	0	177	\$23,712
Subtask 1A - City of Emeryville Comments	2	24	24	0	50	\$6,520
Subtask 1B - Contingency (Allowance for Lighting/Receptacles/Water/CR)	0	0	0	0	0	\$0
Subtask 1C - Park Addition for UPRR Silver Parcel	8	74	45	0	127	\$17,192
Task 2 - Bid Support Services	2	12	12	0	26	\$3,460
Task 3 - Prepare Conform Plans and Specifications	1	8	8	6	23	\$3,158
Task 4 - Site/Construction Meetings	1	0	0	20	21	\$3,260
Task 5 - Submittal Review	1	0	0	36	37	\$5,708
Task 6 - Clarify Contract Document, Respond to RFI's, and Change Order Support	1	0	0	40	41	\$6,320
Task 7 - Construction Observation	1	0	0	48	49	\$7,544
Task 8 - Prepare Record Drawings	1	8	8	6	23	\$3,158
Reimb.						\$2,856
Sub-Total Callander Associates:	18	126	97	156	397	\$59,176



Via Email

March 23, 2018

ADDITIONAL SERVICES AUTHORIZATION #5

TO: Martin Bodemar
865 The Alameda, San Jose, CA, 95126
mbodemar@biggscardosa.com

Phone: (408) 296-5515
Fax: (408) 296-8114

RE: SOUTH BAYFRONT PEDESTRIAN BRIDGE / final revisions and construction admin

Dear Martin,

The major components of this proposal of additional services are (1) one final round of plan revisions and (2) services through the bidding and construction phases of the project.

Final plan revisions will be made in response to the comments provided by you in an e-mail dated March 19, 2018. Comments were provided on the three attached documents titled; 'pages from SBF_IFB_Set' (pdf), 'SBBridge_OperationsmasterList'(xls) and 'JMB_Comments' (pdf). We will respond to the landscape comments.

Construction Admin Services would be provided during the bidding and construction period. These services would be provide on an as requested basis. For estimating purposes we have assumed 4 hours per week for a period of nine months for our construction manager with limited support from other staff.

These services would be provided on this project in accordance with our agreement dated June 13th, 2017 with the exception that our 2018 fee schedule (attached) would be in effect and are considered an amendment thereto:

5.5 FINAL REVISIONS AND CONSTRUCTION ADMIN

5.5.1 Pre-Bid Revisions to Plans and Specifications: Revisions to the contract documents as noted in the first paragraph above, and proposed substitutions and provide responses to the City.

5.5.2 Bid and Construction Period Services: Review submittals, shop drawings, assist in responding to inquiries during the bidding period. Prepare clarifications, change orders, record documents and other deliverables. Visit the site to review the construction for general conformance to the design intent.

BURLINGAME
1633 Bayshore Highway, Suite 133
Burlingame, CA 94010
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

GOLD RIVER
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366
F 916.985.4391

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Live+Work
Connect
Sustain
www.callanderassociates.com

Mr. Martin Bodemar, Project Engineer

ADDITIONAL SERVICES AUTHORIZATION #5

RE: SOUTH BAYFRONT PEDESTRIAN BRIDGE / final revisions and construction admin

March 23, 2018

Page 2 of 2

Compensation

5.5.1	Pre-Bid Revisions to Plans and Specifications (lump sum)	\$6,520
5.5.2	Bid and Construction Period Services (hourly with a suggested budget of)	\$32,608
	Reimbursable Expenses (allowance)	\$1,956

Total Estimated Compensation\$41,084

Schedule

Callander Associates will commence with the above services upon receipt of a signed contract.

Signatures

Landscape Architect



3-23-18

A. Mark Slichter, ASLA, Principal

date

Callander Associates Landscape Architecture, Inc.

Attachments: ASA #5 Task Matrix, 1 page, March 23, 2018
Standard Schedule of Compensation, San Jose, 2018

ASA #5 Task Matrix
South Bayfront Pedestrian Bridge
 March 23, 2018

Callander Associates' Personnel and Rates											
Phase	Description	Principal @ \$200		Proj Manager 2 @ \$142		Designer 2 @ \$113		Construction Man. @ \$153		CA Fees	
		hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s
5.5	Final Revisions and Construction Admin										
5.5.1	Pre-Bid Revisions to Plans and Specifications										
		2.0	\$ 400.00	24.0	\$ 3,408.00	24.0	\$ 2,712.00	-	\$ -	50.0	\$ 6,520.00
5.5.2	Bid and Construction Period Services										
		8.0	\$ 1,600.00	28.0	\$ 3,976.00	28.0	\$ 3,164.00	156.0	\$ 23,868.00	220.0	\$ 32,608.00
		10.0	\$ 2,000.00	52.0	\$ 7,384.00	52.0	\$ 5,876.00	156.0	\$ 23,868.00	270.0	\$ 39,128.00
5.5 Final Revisions and Construction Admin Reimbursables											
</											



Callander Associates

Landscape Architecture

Standard Schedule of Compensation 2018 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

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.



Via E-mail

April 26, 2018

ADDITIONAL SERVICES AUTHORIZATION #6

TO: Mr. Martin Bodemar, P.E.
Biggs Cardosa Associates, Inc.
865 The Alameda
San Jose CA 95126

Phone: (408) 296-5515
Fax: (408) 296-8114

RE: SOUTH BAYFRONT PEDESTRIAN BRIDGE / incorporation of additional area

We understand the City is moving ahead with the purchase of Union Pacific property on the park side of the pedestrian bridge (hereafter referred to as the 'property'). Acquiring this property allows the City to provide a pathway connection to future developments to the south. This proposal is for the design of improvements on the property and incorporation of those improvements into the overall project documents.

Below are our assumptions, which form the basis of our proposal. In the event that any of these assumptions are invalid, we will need to address the additional work involved.

- Supplemental topographic and boundary survey will be furnished to us by the City.
- Stormwater C.3 calculations and documentation for the property 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.
- Bay Friendly Landscape enhancements are required.
- The extent of the property acquisition is indicated on the attached Project Limits Diagram.
- Sheets requiring revision are limited to: C2, C6, C18, L2, L5, and L8.
- Soil Remediation work will be addressed by others.
- Any required structural calculations will be performed by BCA.
- Presentation of concepts to Parks and Recreation Committee and City Council are excluded.
- Bay Friendly coordination efforts are limited to a single pre-bid submittal, one conference call to discuss comments, and one final bid submittal.

These services would be provided on this project in accordance with our agreement dated November 16, 2015 and considered an amendment thereto, with the exception that our 2018 fee schedule (attached) would be in effect.

BURLINGAME
1633 Bayshore Highway, Suite 133
Burlingame, CA 94010
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
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366
F 916.635.9153

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

Additional Services Authorization #6

RE: SOUTH BAYFRONT PEDESTRIAN BRIDGE/ incorporation of additional area

April 26, 2018

Page 2

Scope

5.6 INCORPORATION OF ADDITIONAL AREA

- 5.6.1 **Park Design Kick-Off Meeting:** Attend start-up meeting with you and City staff to discuss goals, schedule and budget expectations for improvements to the acquired property. Meeting agenda and summary to be prepared by Biggs Cardosa Associates (BCA).
- 5.6.2 **Base Information:** Compile supplemental topo survey, development plans for adjacent parcels showing pathway connections and other base files as needed to prepare an updated project background for project team.
- 5.6.3 **Preliminary Concepts:** Prepare up to two preliminary concepts using updated project base at a scale of 1"=20'. Concepts to be hand-drawn, labeled and color rendered illustrating proposed improvements for each concept. Materials, finishes and furnishings will generally match or be complementary to improvements shown previously. Cost estimates will be prepared for each preliminary concept.
- 5.6.4 **Staff Review Meeting:** Present preliminary concepts and cost estimates in a meeting with you and City staff to solicit input.
- 5.6.5 **Pre-Bid Package:** Address comments on preferred preliminary concept and incorporate into overall project documents. Provide one complete pre-bid package for review by the City, County, and Bay Friendly Landscapes.
- 5.6.6 **Conference Call:** Discuss comments on pre-bid package with you and City staff.
- 5.6.7 **Final Bid Package:** Based on comments received, develop plans, specifications and estimate into a final bid-ready package.

Compensation

5.6	Incorporation of Additional Area (hourly with a suggested budget of)	\$17,192
	Reimbursable Expenses (allowance)	\$900

Total Compensation **\$18,092**

Additional Services Authorization #6

RE: SOUTH BAYFRONT PEDESTRIAN BRIDGE/ incorporation of additional area

April 26, 2018

Page 3

Schedule

If you have any further thoughts or questions, please call. Should this proposal be acceptable to you, please have a copy signed and returned as our agreement and authorization to proceed.

Signatures

Landscape Architect

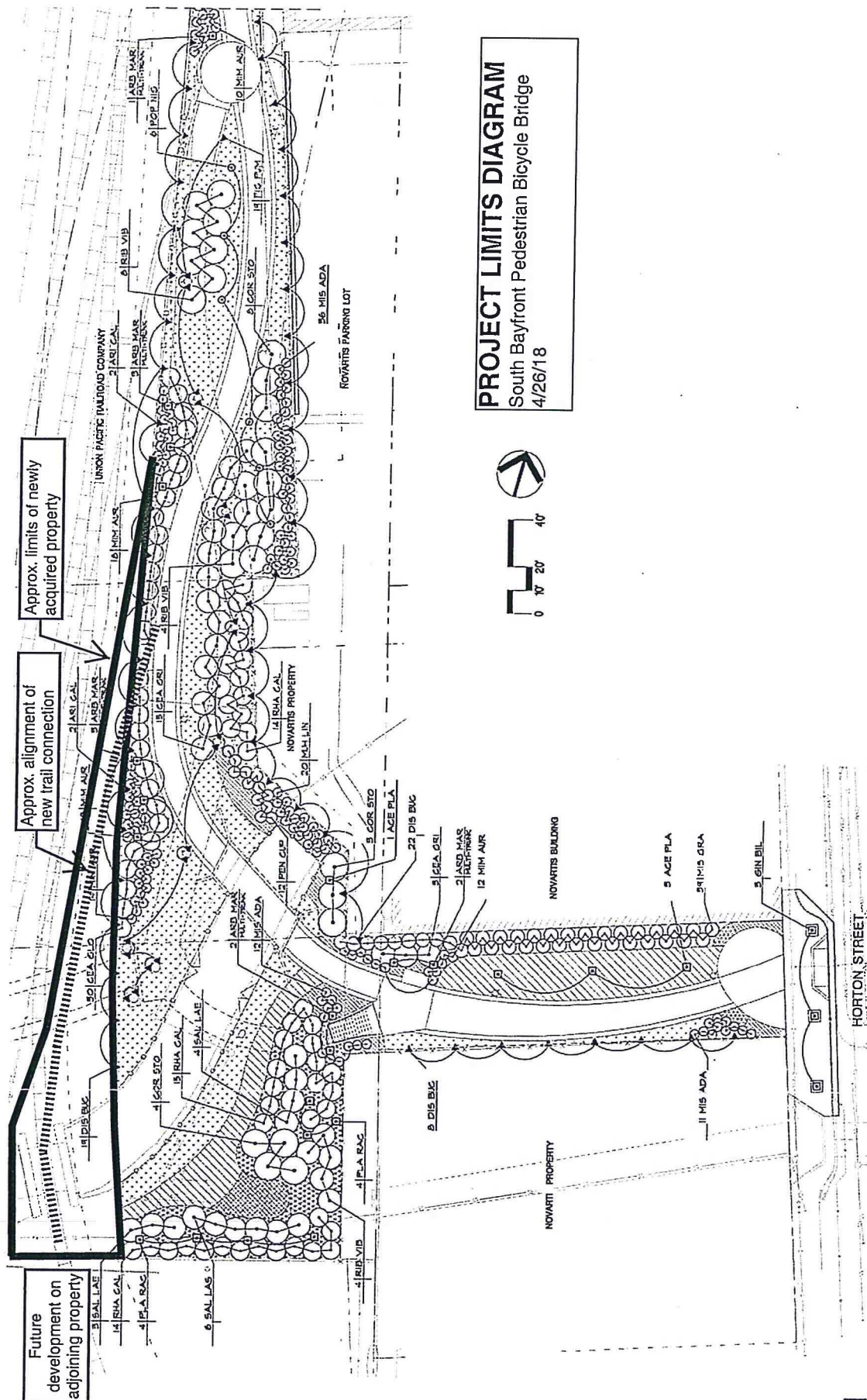
Agreed and authorized to proceed
for Biggs Cardosa Associates, Inc.:

 4/26/18

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

(authorized representative) (date)

Attachments: *Project Limits Diagram*, dated 4/26/18, totaling one page
Standard Schedule of Compensation 2018 San Jose, totaling one page





Standard Schedule of Compensation 2018 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

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.

PARIKH CONSULTANTS FEES & HOURS BY TASK**City of Emerville****South Bayfront Ped/Bike Bridge****Design Services During Construction**

1/30/2018

Revised 4/09/2018

**CATEGORY
AVERAGE HOURLY RATE**

PARIKH CONSULTANTS	Project Manager \$270.00	Senior Project Engineer \$195.00	Draftsperson \$105.00	Subtotal Hours	Subtotal Fee
Construction Support Services Tasks					
Task 0 - Project Management/Administration	0	0	0	0	\$0
Task 1 - Pre-Bid Revisions to Plans & Specifications	1	1	6	8	\$1,095
Task 2 - Bid Support Services	0	1	0	1	\$195
Task 3 - Prepare Conformd Plans and Specifications	0	0	0	0	\$0
Task 4 - Site/Construction Meetings	2	6	0	8	\$1,710
Task 5 - Submittal Review	2	8	0	10	\$2,100
Task 6 - Clarify Contract Document, Respond to RFI's, and Change Order Support	2	6	0	8	\$1,710
Task 7 - Construction Observation	2	6	0	8	\$1,710
Task 8 - Prepare Record Drawings	1	2	4	7	\$1,080
Reimb.					\$0
Sub-Total Parikh Consultants:	10	30	10	50	\$9,600



Geotechnical ■
Environmental ■
Materials Testing ■
Construction Inspection ■

Biggs Cardosa & Associates
865 The Alameda
San Jose, CA 95126

November 28, 2017
Job No.: 207146.CON

Attn.: Mr. Martin Bodemar

Sub: Cost Estimate for South Bayfront Pedestrian/Bicycle Bridge Project - Construction
Support (On-Call Services), City of Emeryville, CA

Dear Mr. Bodemar:

As requested, we are providing the cost estimate for construction support of the South Bayfront Pedestrian/Bicycle Bridge Project in the City of Emeryville, California.

Based on our communications, the City has selected S&C Engineers as the construction manager for the project. It is our understanding that S&C Engineers will provide service for the routine daily operation including pile installation observation and earthwork compaction/testing. Our role of support will be on an on-call basis. Our scope of work may consist of attending site/construction meetings if necessary, review of contractor submittals, response to RFI's, and response to contractor's questions during pile installation, earthwork compaction and retaining wall construction on an as-needed basis. In addition, we will prepare as-built Log of Test Borings sheets for construction record files.

Based on the above discussions, we recommend the following hours as a place-holder budget:

Senior Project Engineer 30 hrs @ \$195/hr (est.)	\$ 5,850.00
Project Manager 10 hrs @ \$270/hr (est.)	\$ 2,700.00
Draftsperson 10 hrs @ \$105/hr (est.)	\$ 1,050.00
	\$ 9,600.00

This estimate is based on the above assumptions. The actual costs could be lower or higher than the estimate depending upon the requested services and the contractor's schedule. Our services will be provided in accordance with our fee schedule on a time and materials basis.

Very truly yours,
PARIKH CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Y. David Wang'.

Y. David Wang, Ph.D., P.E., 52911
Principal

{S:\ONJGOING PROJECTS\DW207146 SOUTH BAYFRONT}

ZEIGER ENGINEERS FEES & HOURS BY TASKCity of Emeryville**South Bayfront Ped/Bike Bridge****Design Services During Construction**

1/30/2018

Revised 4/09/2018

Second revision 5/08/2018

CATEGORY
AVERAGE HOURLY RATE

ZEIGER ENGINEERS, INC.		Principal \$242.00	Electrical Designer \$164.00	CAD Operator \$132.00	Subtotal Hours	Subtotal Fee
Construction Support Services Tasks						
Task 0 - Project Management/Administration						
Task 1 - Pre-Bid Revisions to Plans & Specifications						
<i>Subtask 1A - City of Emeryville Comments</i>		0	0	0	0	\$0
<i>Subtask 1B - Contingency (Allowance for Lighting/Receptacles/Water/CR)</i>		4	16	9	29	\$4,739
<i>Subtask 1C - Park Addition for UPRR Silver Parcel</i>		1	2	2	5	\$834
Task 2 - Bid Support Services		1	8	3	12	\$1,905
Task 3 - Prepare Conformed Plans and Specifications		2	6	4	12	\$2,000
Task 4 - Site/Construction Meetings		0	0	1	1	\$132
Task 5 - Submittal Review		0	1	1	2	\$296
Task 6 - Clarify Contract Document, Respond to RFI's, and Change Order Support		0	0	0	0	\$0
Task 7 - Construction Observation		1	3	0	4	\$734
Task 8 - Prepare Record Drawings		1	4	0	5	\$898
Reimb.		0	0	0	0	\$0
Sub-Total Zeiger Engineers, Inc.:		7	28	11	46	\$7,705



ZEIGER ENGINEERS, INC.

478 3RD STREET, OAKLAND, CALIFORNIA 94607

TEL: (510) 452-9391

FAX: (510) 452-0661

www.zeigerengineers.com

December 7, 2017

Revised March 20, 2018

Martin Bodemar, PE
Biggs Cardosa Associates
865 The Alameda
San Jose, CA 95126

Re: South Bayfront Pedestrian Bridge, Emeryville
Bidding and Construction Period Services

Dear Martin:

We propose to furnish the necessary electrical engineering services for the referenced project for a total fee in the amount of \$3,800.00 (three thousand eight hundred dollars and no cents). Compensation shall be on an hourly basis per our current billing rate schedule. See attachment.

Scope of Services shall include reviews of bids, normal construction phase services for office consultation; submittal reviews, review of contractor's questions, issuing of supplemental information, and allowance for one rough inspection and one final inspection.

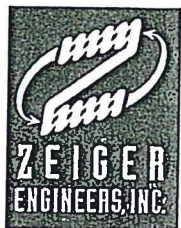
Preparation of record or As-Built drawings were not included in basic work but can be prepared as an Additional Service when authorized in writing.

Please call me should you require any additional information.

Sincerely,

ZEIGER ENGINEERS, INC.

Ronald Zeiger, PE
President



ZEIGER ENGINEERS, INC.

478 3RD STREET, OAKLAND, CALIFORNIA 94607

TEL: (510) 452-9391

FAX: (510) 452-0661

www.zeigerengineers.com

BILLING RATE SCHEDULE

Applicable for the period of **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

Applicable for the period of **January 1, 2019 through December 31, 2019**
Rate increase to be 5%

Applicable for the period of **January 1, 2020 through December 31, 2020**
Rate increase to be 5%

Applicable for the period of **January 1, 2021 through December 31, 2021**
Rate increase to be 5%



ZEIGER ENGINEERS, INC.

478 3RD STREET, OAKLAND, CALIFORNIA 94607

TEL: (510) 452-9391

FAX: (510) 452-0661

www.zeigerengineers.com

August 9, 2016

Dave Rubin

Callander Associates Landscape Architecture, Inc.

300 South First Street, Ste. 232

San Jose, CA 95113

RE: Horton Landing Park, City of Emeryville
Additional Service #3

Dear Dave:

We are requesting an Additional Service fee in the amount \$2,000.00 (two thousand dollars and no cents) due to the City's purchase of additional property expanding the project limits. The expanded area will require additional path lights and consideration of increased circuit capacity to support lights installed in future phases to be installed along the path.

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

Sincerely,
ZEIGER ENGINEERS, INC.

A handwritten signature in cursive script, appearing to read "R. Zeiger".

Ronald Zeiger, PE
President

SANDIS FEES & HOURS BY TASK**City of Emerville****South Bayfront Ped/Bike Bridge****Design Services During Construction**

4/9/2018

CATEGORY	Survey Project Manager \$200.00	2-Person Survey Crew \$295.00	Project Surveyor \$135.00	Surveying Technician \$105.00	Subtotal Hours	Subtotal Fee
SANDIS						
Construction Support Services Tasks						
Task 0 - Project Management/Administration	0	0	0	0	0	\$0
Task 1 - Pre-Bid Revisions to Plans & Specifications & Surveying Support	4	12	4	10	30	\$5,930
Task 2 - Bid Support Services	0	0	0	0	0	\$0
Task 3 - Prepare Conformd Plans and Specifications & Surveying Support	2	6	2	4	14	\$2,860
Task 4 - Site/Construction Meetings	0	0	0	0	0	\$0
Task 5 - Submittal Review	0	0	0	0	0	\$0
Task 6 - Clarify Contract Document, Respond to RFI's, and Change Order Support	0	0	0	0	0	\$0
Task 7 - Construction Observation	0	0	0	0	0	\$0
Task 8 - Prepare Record Drawings	0	0	0	0	0	\$0
Reimb.						\$70
Sub-Total Sandis:	6	18	6	14	44	\$8,860

Request for Additional Services



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

Client Name: Biggs Cardosa Associates

Request Reference: Email

Contact: Martin Bodemar

Date of Request: 3/7/2018

Email / Phone: mbodemar@BiggsCardosa.com

Submitted by: Jose Guzman

Project: 216012 South Bayfront Pedestrian Bridge

Phase: 216012.08 – Drain Inlet and 2 Additional Mob's

Scope Requested: See Below

- Drain Inlet staking
- 2 Additional Mobilizations

This is an additional service and will be billed on a time and materials basis in accordance with the attached Standard Hourly Charge Rates. All other terms and conditions of the original contract will apply.

Estimated Budget:

\$8,860.00

THIS IS AN ESTIMATE ONLY AND IS SUBJECT TO CHANGE BASED ON EXISTING FIELD CONDITIONS/SITE READINESS AND/OR PLAN REVISIONS.

* Client Signature

* PLEASE SIGN ABOVE AND EMAIL TO JGUZMAN@SANDIS.NET AND YZHOU@SANDIS.NET TO EXPEDITE SERVICES REQUESTED.

**SANDIS**CIVIL ENGINEERS
SURVEYORS
PLANNERS

Revised March, 2018

SANDIS STANDARD HOURLY CHARGE RATES

Enforced: September 1, 2017 through August 31, 2018

ENGINEERING SERVICES / QSD & QSP SERVICES**Hourly Rate**

Project Specialist/Clerical		\$90.00
Computer/Field/Engineer Technician	Level 1	\$95.00
	Level II	\$105.00
	Level III	\$110.00
Sr. Engineer Technician		\$130.00
Design Engineer	Level 1	\$100.00
	Level II	\$110.00
	Level III	\$115.00
Project Engineer/Traffic Engineer	Level 1	\$120.00
	Level II	\$135.00
	Level III	\$150.00
Engineering Project Manager Level 1		\$175.00
Engineering Project Manager Level 2		\$200.00
Associate Principal/Senior Project Manager/Senior Traffic Engineer		\$225.00
Principal		\$350.00
Forensic Review/Analysis/Claim Support		\$250.00

SURVEYING SERVICES / HIGH DEFINITION SCANNING/ 3-D MODELING SERVICES

Computer/Surveying/Scanning Technician	Level 1	\$95.00
	Level II	\$105.00
	Level III/Steel Draft Person	\$110.00
Project Surveyor/Scanning Specialist	Level 1	\$120.00
	Level II	\$135.00
	Level III/Steel Draft Person	\$150.00
Steel Office Support (LSIT)		\$175.00
Survey Manager Level 1 / Steel Office Support (PLS)		\$175.00
Survey Project Manager Level 2		\$200.00
Senior Field Survey Supervisor/AISC, Steel Supervisor		\$225.00
Senior Survey Manager		\$225.00
1-Person Survey Crew		\$215.00
2-Person Survey Crew		\$295.00
2-Person Survey Crew for Structural Steel Surveys		\$295.00
2-Person Survey Crew with Apprentice		\$355.00
3-Person Survey Crew		\$370.00

REIMBURSABLE COSTS: Printing, monuments, materials, outside services and consultants, courier/delivery services, express/overnight mail, travel/per diem, agency fees advanced, etc., at cost plus 10%.

OVERTIME: All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

ESCALATION: Escalation for future years shall be at a minimum of 3.5% increase per year.

Sandis at its sole discretion may utilize its subsidiaries (BSI) to perform the services presented in this proposal. Bryant Survey Inc.

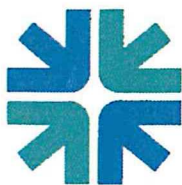
SILICON VALLEY

TRI-VALLEY

CENTRAL VALLEY

SACRAMENTO

EAST BAY/SF



City of Emeryville
CALIFORNIA

ORIGINAL

PROFESSIONAL SERVICES AGREEMENT

SECOND AMENDMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is effective as of this 8th day of August, 2018 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 and Consultant entered into a Professional Services Agreement ("Agreement") effective November 3, 2015, 2015, whereby Consultant is to prepare South Bayfront Bridge/Horton Landing Park Project (a.k.a. South Bayfront Pedestrian and Bicycle Bridge); and

WHEREAS, the City Council adopted Resolution No. 17-116, authorizing the City Manager to extend the termination date for the Agreement to December 31, 2017; and

WHEREAS, it is now necessary to extend the termination date of the Agreement again to account for the change in date in putting the South Bayfront Bridge/Horton Landing Park Project out to bid; 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 Amendment; and

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

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

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

- A. Section 1.C of the Agreement ("Schedule and Completion Date") is hereby amended to extend the Completion Date to March 31, 2018. All other provisions of the Agreement shall remain in full force and effect, and this Amendment shall remain subject to said promises.
- B. The Effective Date of this Amendment is the date on which the Amendment is executed on behalf of the City.

FOR CITY USE ONLY			
Contract No.	18028-0215-PW01	CIP No.	16475006
Resolution No.	18-01	EPW No.	N/A

City of Emeryville | Professional Services Agreement

WAIVER OF AGREEMENT

The City's failure to enforce any provision of this Amendment 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 Amendment, which shall become effective as of the date the City Manager executes this Amendment on behalf of the City.

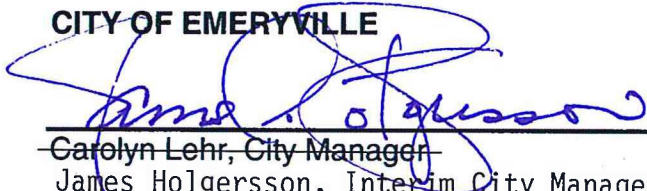
Approved As To Form:



Michael A. Guina, City Attorney

Dated: 8-15, 2017 2018

CITY OF EMERYVILLE


~~Carolyn Lehr, City Manager~~
James Holgersson, Interim City Manager
CONSULTANT

Dated: December 21, 2017

BY: 

ITS: Principal

ORIGINAL

City of Emeryville

Change Order/Contract Amendment

Change No.	Project Name	Contractor/Consultant
1	South Bayfront Bridge	Biggs Cardosa Associates, Inc.

The document amends ^{Professional} ~~Professional~~ Services Agreement executed with Consultant on ~~October 19, 2015.~~ ^{November 3, mmH}

Section C., Schedule and Completion Date, is amended, revising the contract termination date to December 31, 2017 (from date originally specified as June 30, 2017)

All other provisions of the Professional Services Agreement remain the same.

This amendment was reviewed by the City of Emeryville, City Council on July 11, 2017 and approved that day by the adoption of Resolution No. 17-116. Said Resolution authorizes the City Manager to execute this Change Order on behalf of the City of Emeryville.

Approved as to form:


Michael Guina, City Attorney

City of Emeryville

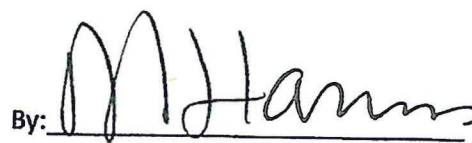
Dated: 1-8-18, 2017


Carolyn Lehr, City Manager

Professional Services Agreement Change Accepted:

Consultant (Biggs Cardosa Associates, Inc.)

Dated: Dec. 7, 2017

By: 
Mahvash Harms
Its: Principal

ORIGINAL**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

ORIGINAL

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. Bests' 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.

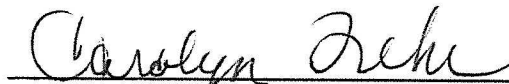
Approved as to form:



Michael A. Guina, City Attorney

CITY OF EMERYVILLE

Dated: 11-3, 2015


Carolyn Lehr, City Manager

CONSULTANT

Dated: October 7, 2015

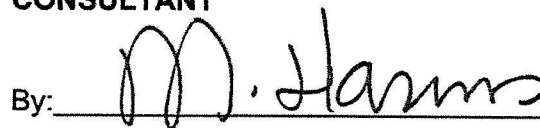
By: 
Its: PRINCIPAL

Exhibit A

Scope of Services

SCOPE OF SERVICES

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

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South Bayfront Pedestrian Bicycle Bridge**Scope of Services**

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South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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.

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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.

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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.

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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.

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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 $\psi \cdot f_y \cdot h$ 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

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

- 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.

South Bayfront Pedestrian Bicycle Bridge

Scope of Services

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



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

Ms. Mahvash Harms, P.E.

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

June 10, 2015

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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

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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

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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.

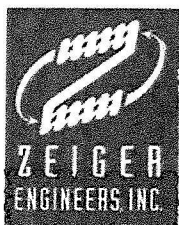
Task Matrix
South Bayfront Pedestrian Bridge
6/3/15

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	\$ 1,981.00	59.0	\$ 7,375.00	64.0	\$ 7,168.00	6.0	\$ 852.00	-	\$ -	140.0	\$ 17,386.00
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

Hourly

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 cursive script, appearing to read "R. Zeiger".

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:		Greg		Admin		Clerical		Subtotal Hours	Additional fee Subtotal
	HOURLY RATE:	Chiodo	\$216.00		\$120.00		\$70.00			
CHIODO & 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	48	\$11,000

9/29/2015



WORK DIRECTIVE
SUMMARY

South Bayfront Pedestrian Bridge Bid Documents Review and Update

TASK	WORK ITEMS	JOB HOURS										HNTB - Bellevue, WA		TOTAL
		PIC	QA Manager or Urban Design Director	Task Manager	Senior Technical Advisor	Engineer III	Engineer I	Senior Admin	Lead Electrical Engineer	Electrical Engineer	CADD			
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	\$97.00	\$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	\$ 1,580			
	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
														\$900
														10%
														\$440
														TOTAL O.D.C.
														Total
														\$75,794

Assumptions:

Reduction to Bid Phase Support

(\$4,716)

Revised Total Hours (Approx.)

440 hrs.

Revised Total

\$71,078

9/29/2015

9/29/2015

9/29/2015

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

\$830 hourly

\$1574 hourly

\$496 hourly

\$525 hourly

MALFEDEX		
REPROGRAPHICS	50	
TRAVEL AND SUBSISTENCE	\$	
VEHICLES	\$	75
		\$125
		10%
		138
	\$	
		\$36,054

Hourly portion
is \$3425

Emeryville_South_Bayfront_Bridge_Update_Plans_20150928

Assumptions:
 IFB PS&E to be submitted May 2016
 HNTB will attend one Comment Resolution Meeting with the Project Team and City

Emeryville_South_Bayfront_Bridge_Update_Plans_20150928

Assumptions:
Approximate bid period will be June 2016 - August 2016

Hourly HNTB Corporation



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.

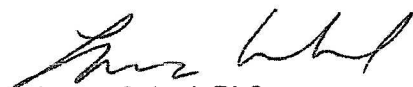
If this proposal meets with your approval, please return one signed copy of this letter to our Sunnyvale office as your authorization to proceed.

Very truly yours,

Approved

SANDIS

BIGGS CARDOSA ASSOCIATES, INC.


Laura Cabral, PLS
Associate Principal

LC/meb

By: _____

Title: _____

Date: _____

[illegible]

