AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND CALLANDER ASSOCIATES

THIS SECOND AMENDMENT is made and entered into this 1/6/2021, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and CALLANDER ASSOCIATES, hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section 4. COMPENSATION AND PAYMENT of Agreement No. 4., (“Agreement”), Section 4. COMPENSATION AND PAYMENT [amendment to section] to read as follows:

   “A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A, A-1, A-2, A-3; A-4; A-5; A-6," Scope of Services – Hourly Rates. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 3005 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.
FOR FIRST PARTY:

Brian Fletcher

Printed name

Tax ID#

1/6/2021

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson

Starla Jerome-Robinson, City Manager

1/6/2021

APPROVED AS TO FORM:

Cara E. Silver

Cara E. Silver, Interim City Attorney

1/6/2021

ATTEST:

Judi A. Herren, City Clerk

1/7/2021
Re: BURGESS AND WILLOW OAKS PARK IMPROVEMENTS/proposal for landscape architectural services.

Dear Karen,

Our video conference was very helpful in gaining a better understanding of the desired improvements at Burgess and Willow Oaks Parks. Improvements at Burgess Park will be focused on renovation of the play area and related features including accessibility and safety. At Willow Oaks Park the project will include renovation of the play area and dog park (including a mixture of synthetic and decomposed granite surfacing), installation of a new restroom and related utilities, a pedestrian and bike connection from Pope Street to Willow Road, park pathways including the alleyway connection from Gilbert Avenue, evaluation of drainage issues and improvements at Pope and Elm Streets, and associated improvements. The community outreach and master plan for Willow Oaks will also include the area around the Alto International School and basketball court, however no improvements in these areas are included in the construction documents at this time. Improvements at Burgess Park are estimated at $800,000 and improvements at Willow Oaks Park are estimated at $2.25M. These budgets have been utilized in the development of this proposal and associated fees.

Under contract to the City of Menlo Park, CALA will prepare plans and specifications delineating these improvements. To assist you in these efforts, we would propose to complete the following tasks in chronological order. The items shown in **bold-face italics** are documents that we would prepare as part of our tasks.

### 1.0 CONCEPTUAL DESIGN AND OUTREACH

1.01 **Startup Meeting**: Schedule, coordinate and facilitate a single kick-off meeting with City staff from various departments to discuss the goals, objectives, outreach plan, city standards, schedule and desired outcome of the project. Verify review process, available base information, and other administrative procedures. Review any preliminary project concerns, and formalize contacts. Submit **meeting summary**.

1.02 **Project Schedule**: Prepare a detailed project schedule in MS Project. Schedule shall show significant milestones and allow for reasonable time periods for City review of materials. Update the schedule monthly as warranted and notify the City if there are delays in any milestones. Submit **monthly progress schedule** in MS Project format for City use.
1.03 **Outreach Plan:** CALA shall prepare a project outreach plan for review during the kickoff meeting. Decisions, dates, locations, roles and responsibilities that are discussed at that meeting will be documented in an Outreach Plan Memo. Proposed outreach methods will include:
   a. On-Site Intercept Outreach/Open House (2 per park site)
   b. Ravenswood School District and Alto International School
   c. Supplemental outreach:
      i. Park Banner
      ii. Online Surveys
   d. Modifications and alternatives in response to Covid-19

1.04 **Background Research:** Obtain, research and analyze all available information made available from the City. This shall include base information, previously developed park plans (restroom/dog park), City standards, as-builds, etc. If additional information is required submit summary memo to City for consideration.

1.05 **Topographic Survey:** Prepare a topographic survey and develop base maps in AutoCAD format to show existing surface features, including tree locations. Map underground sewer, storm drain and water (exclusive of irrigation) based on surface features and available documents. Reference GIS data, aerial photographs, and other documentation made available from the City to indicate parcel lines and other relevant information. Format base sheets, at 20 scale, including key maps on each sheet for reference.

   CALA arborist will review existing trees throughout the design process for potential impacts and will incorporate recommendations into the construction documents. This does not constitute an arborist report.

1.06 **Geotechnical Review:** Assess geotechnical conditions for Willow Oaks Park and produce a geotechnical report which addresses design requirements for footings and pavements on grade. Existing geotechnical report for previous Burgess Park improvements will be utilized for Burgess Park improvements.

1.07 **Site Reconnaissance and Inventory:** Utilizing aerial photographs, perform site reconnaissance to document existing conditions including but not limited to site topography and drainage, circulation and pathway conditions, existing vegetation, irrigation components, and site furnishings. Photograph site for studio use. Transfer data collected into construction documents and related plans. No separate deliverable is anticipated.

1.08 **Outreach Materials:** Proceed to develop materials suitable to obtain initial public input on direction for improvements. For each site prepare the following:
   a. Project background information – identify previous design efforts and decisions made, illustrate project goals and objectives, and present process and schedule including future opportunities for input
   b. Existing conditions and opportunity and constraints plan
c. Play Area design options – work with playground vendor to develop up to two options for each playground and develop computer generated vis sims (vendor provided) to better illustrate options to the public

d. Inspiration image boards – prepare a series of presentation boards to illustrate options in playground equipment, restroom materials, and other design choices

e. Questionnaire – prepare digital questionnaire to facilitate feedback.

f. Meeting notification – Prepare a formatted meeting announcement in both printed and electronic format. Announcement shall contain a mixture of text and graphics to explain project and opportunities for input.

Materials will be prepared in electronic format (pdf) which will allow for both in person if possible (via printed pdf) and online outreach events. Submit draft outreach materials for review.

1.09 **Staff Meeting:** Present and review the above at a single conference call with City staff. Allow for one round of minor revisions. Submit written meeting summary.

1.10 **Stakeholder Meeting:** Participate in a single meeting with the Ravenswood School District and Alto International School staff along with City staff. Present the existing conditions and discuss opportunities for improved access through park and school. Obtain feedback regarding concerns and prepare written meeting summary.

1.11 **Neighborhood Outreach Round One:** Conduct a first round of neighborhood outreach to include a single in person open house style/intercept event and supplemental outreach efforts identified in the outreach plan memo for each park. Present project background and initial design options to obtain input, through interactive techniques, from both parents and children. Analyze feedback, and prepare a summary of community input that clearly communicates common themes, levels of support for proposed elements, and other issues identified by the community.

1.12 **Preliminary Concept Plans:** Based on feedback received, prepare up to two preliminary conceptual design plans (for each site / four total) to illustrate variations in layout and materials. Concepts will be drawn in AutoCAD on a topographic base and color rendered for presentation purposes. Prepare image boards consisting of proposed materials, play equipment, and other images to better illustrate proposed improvements. Prepare outreach materials to include round one summary of feedback, questionnaire, and meeting announcement.

Preliminary concept plans will also include an evaluation by BKF of the Pope and Elm Street drainage issues. BKF will perform a site visit to study the site issues, prepare a technical memo with exhibits documenting observations, evaluations and options, and provide rough order of magnitude construction cost estimates for each option. Evaluation will include attendance at one meeting/video conference with the City to review and discuss the aforementioned memo. Further design and construction documents can be prepared under a separate scope once a preferred option is selected.
1.13 Preliminary Cost Estimates: Proceed to prepare an order of magnitude *cost estimate* for each plan.

1.14 Staff Meeting: Present and review the above at a single conference call with City staff. Allow for one round of minor revisions. Submit written *meeting summary*.

1.15 Neighborhood Outreach Round Two: Conduct a second round of neighborhood outreach to include a single in person open house style/intercept event and supplemental outreach efforts identified in the outreach plan memo. Present feedback and preliminary concepts to obtain input, through interactive techniques, from both parents and children. Analyze feedback, and prepare a *summary of community input* that clearly communicates common themes, levels of support for proposed elements, and other issues identified by the community.

1.16 Preliminary Master Plan: Based upon input received, proceed to refine concepts into a single *preliminary master plan* for each site. Update *image boards* and *cost estimates* accordingly.

1.17 Staff Meeting: Present and review the above at a single conference call with City staff. Allow for one round of minor revisions. Submit written *meeting summary* and pdf versions of all documents for inclusion into staff reports as necessary.

1.18 Parks and Recreation Commission: Present the preferred concept plan and supporting documentation from neighborhood meetings at a single Parks and Recreation Commission meeting. Prepare *PowerPoint presentation*, respond to questions, and facilitate feedback.

1.19 Final Master Plan: Based upon input received, proceed to refine concepts into a single *final master plan* for each site. Update *image boards*, *cost estimates*, and *PowerPoint presentation* accordingly.

1.20 Council Meeting: Present the final concept plan and process to City Council for approval. Respond to questions and facilitate feedback.

### 2.0 DESIGN DEVELOPMENT

2.01 Construction Documents – 35% Submittal: Based upon the approved final concept plan, proceed to develop *construction documents* to a 35% level of completion. Provide three (3) full sized sets of construction plans, specifications, cost estimate for each park and electronic copy of the same to the City at each submittal stage unless otherwise noted. Plan set to include:

a. **Cover Sheet**: Per City of Menlo Park standards. Include list of permits required to be obtained by the construction contractor in order to construct the site based on the plans. Provide a list of all items to be inspected or permitted by the City building staff in order to open the park to the public.

b. **Existing Conditions Plan**: Including topographic information and identifying key elements at the existing site.
c. **Demolition Plan**: Identifying all items to be demolished, including pathways, landscaping and irrigation, and indicating items to be protected, including existing utilities and trees to remain.

d. **Grading and Drainage Plans**: Showing ADA compliant pathways and connections to existing elements, conformance to existing grades, and points of connection to new and existing drainage infrastructure.

e. **C.3 Coordination** (Willow Oaks Only): Coordinate approaches to meeting C.3 requirements, prepare the C.3 Checklist, and prepare the stormwater management plan.


g. **Electrical Plans** (Willow Oaks Only): Showing improvements, if required, to support irrigation and restroom needs at Willow Oaks Park only.

h. **Site Construction Plan**: Site construction plan and enlargements as required to show all elements proposed in the final concept plan. Plans shall specify manufacturer model numbers and colors for all playground and exercise equipment. Manufacturer plans and specifications shall be integrated into the plan set. Restroom shall be pre-engineered, pre-fabricated product from the Public Restroom Company or similar.

i. **Irrigation Plan** (Willow Oaks Only): Illustrating work required to modify and restore existing irrigation system at Willow Oaks Park only.

j. **Planting Plans** (Willow Oaks Only): Illustrating tree, shrub, and groundcover locations/masses, plant list showing size at maturity, and planting notes at Willow Oaks Park only.

k. **Details**: Standard and site-specific details as needed and required.

l. **Technical Specifications**: Specifications to be submitted in Word format, per the City boilerplate document. Specification outline will be submittal as part of the 35% submittal.

2.02 **Cost Estimate**: Prepare a cost estimate of the proposed improvements including a breakdown by area and funding sources.

2.03 **City Review Meeting** Present and review the above at a single conference call with City staff. Conduct an interdepartmental review session with City staff to review comments on the 35% PS&E submittal. Submit written meeting summary.

3.0 **CONSTRUCTION DOCUMENTS**

3.01 **Construction Documents – 65% Submittal**: Based on comments received, prepare 65% construction documents as described in tasks 2.01-2.02. Prepare for and attend a single interdepartmental review session, and submit a written meeting summary.

3.02 **Construction Documents – 95% Submittal**: Based on comments received, prepare 95% construction documents as described in tasks 2.01-2.02, for review and approval per Building Division requirements. Prepare for and attend a single interdepartmental review session, and submit a written meeting summary. Submittal shall also include:

   a. **SWPPP** (Willow Oaks Only): Prepare a SWPPP for construction activity to meet the State Water Resources Control Board requirements. The SWPPP includes
filing the Notice of Intent and Notice of Termination with the SMARTS online system.

3.03 **Bid Set**: Based on comments received, prepare and resubmit *Bid Set* to building department and continue to address comments until approved and stamped by the City Building Division. Once the Bid Set is approved by the City’s Building Division, provide the Building Division with all requested items and updates and provide a PDF version of the bid set and 3 full size copies.

3.04 **Project Archive**: Submit unlocked AutoCAD files or similar documents for the City’s future use.

### 4.0 BIDDING AND CONSTRUCTION SUPPORT

During the bidding and construction period we would like to provide you with supplemental services to assist your full-time project construction administrator. These services would be provided on an hourly basis as requested. Services include:

4.01 **Bid Period**: Assist City staff in bidding process as required, including answering technical questions from bidders within 24 hours of request.

4.02 **Pre-Bid Meeting**: Prepare for and attend a single pre-bid meeting to support City in review of project and plans.

4.03 **Response to RFI’s**: Respond to all technical questions during City’s construction bidding and construction process. Issue addendums as required.

4.04 **Bid Analysis Support**: Review contractor bids, as provided by the City. Review for discrepancies and potential oversights. Provide feedback to city.

4.05 **Submittal Review**: Review and process all shop drawings and submittals required by technical specifications. City staff will provide inspection and maintain submittal records.

4.06 **RFI’s and Change Orders**: Assist City staff in determining and processing requests for information and change orders.

4.07 **Progress Meetings / Site Reviews**: Provide site reviews and prepare field reports on construction progress and compliance with design intent including recommendations for correction of any deficiencies (assume four (4) field meetings per site).

4.08 **Substantial Completion and Final Completion**: Attend a single substantial completion and separate final completions walk throughs and issue *punch lists*.

4.09 **As-Builts**: Obtain contractor mark-ups and revise construction documents where prudent. Issue *as-builts* in hard copy format and as a PDF.
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 of Menlo Park 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 billing for the above services, we would bill for all printing and reproduction, delivery, horticultural soils samples, the communication and insurance surcharge, subconsultant administration 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 Compensation 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

**Summary of Task Fee - Burgess**

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<th>Task</th>
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**Summary of Task Fee - Willow Oaks**

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**Total of Burgess and Willow Oaks**

|$338,335

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.
Ms. Karen E. Pachmayer
RE: BURGESS AND WILLOW OAKS PARK IMPROVEMENTS/PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES
Revised December 8, 2020
Page 8 of 8

Sincerely,

Agreed and authorized to proceed:

Brian Fletcher, Principal
Callander Associates
Landscape Architecture, Inc.

12/8/20

name of authorized representative  date

Attachments: Standard Schedule of Compensation dated BUR 2021
Task Matrix, Burgess, dated December 8, 2020
Task Matrix, Willow Oaks, dated December 8, 2020
Project Limits Diagram dated December 8, 2020

Notice: Landscape architects are licensed by the State of California.
Terms and conditions are subject to change after ninety days.
Standard Schedule of Compensation 2021 San Jose & Burlingame

General

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

Hourly Rates

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<th>Rate</th>
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<td>Principal</td>
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<td>Senior Associate</td>
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<td>Associate</td>
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Reimbursable Expenses Rates

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<td>Printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</td>
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<td>Communications and Insurance Surcharge</td>
<td>2.5% of total fees</td>
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Payments

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are 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

**BURGESS PARK IMPROVEMENTS**

12/08/2020

### Callander Associates’ Personnel and Rates

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<th>Designer 1 @ $134</th>
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<td>2.0 $ 308.00</td>
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### Design Development

| 2.0 | Construction Documents - 35% Submittal | 2.01 | 4.0 $ 868.00 | 24.0 $ 3,696.00 | 38.0 $ 5,092.00 | 2.0 $ 224.00 | 2.0 $ 332.00 | 70.0 $ 10,212.00 | $ - |
| 2.02 | Cost Estimate | 1.0 $ 217.00 | 4.0 $ 616.00 | 4.0 $ 536.00 | 1.0 $ 112.00 | - $ - | 10.0 $ 1,481.00 | $ - |
### Task Matrix

**BURGESS PARK IMPROVEMENTS**  
12/08/2020

#### Callander Associates’ Personnel and Rates

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<th>Designer 1 @ $134</th>
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**Subconsultant Administration**

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**Subconsultant Administration**

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**Subconsultant Administration**

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## Callander Associates' Personnel and Rates

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**Subconsultant Administration**

|                  | 10% | 4,070.00 |  | 40,700.00 | 3,500.00 |

**2.0 Design Development**

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**Subconsultant Administration**

|                  | 10% | 900.00 |  | 350.00 |

**3.0 Construction Documents**

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<td>452.5 $ 64,082.00</td>
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**Subconsultant Administration**

|                  | 10% | 1,350.00 |  | 200.00 |
## Task Matrix

**WILLOW OAKS PARK IMPROVEMENTS**

### 4.0 Bidding and Construction Support

<table>
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<tr>
<th>Task Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
<th>Hours</th>
<th>Rate</th>
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**Subconsultant Administration**

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<td>SUBS</td>
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<td>$15,987.10</td>
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<td>SUBS</td>
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<td>71,170.00</td>
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<td>SUBS</td>
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<td>71,170.00</td>
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<th>Project (Prs)</th>
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<th>SUBS</th>
<th>Subs</th>
<th>Subs</th>
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<td>1.0 Conceptional Design &amp; Outreach</td>
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<td>3.0 Construction Documents</td>
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<td>$14,830.00</td>
<td>$2,200.00</td>
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<td>4.0 Bidding &amp; Construction Support</td>
<td>$81.00</td>
<td>$12,730.00</td>
<td>$1,680.00</td>
<td>$1,100.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$1,007.50</td>
<td>$159,871</td>
<td>$71,170.00</td>
<td>$4,840.00</td>
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</tbody>
</table>
Project Limits
Burgess Park
Menlo Park, California
December 8, 2020

ADDITIONAL SERVICES AUTHORIZATION #1

TO:  James Esoieme, Associate Civil Engineer  
     City of Menlo Park  
     701 Laurel Street  
     Menlo Park, CA 94025  
     Email: ejesoimee@menlopark.org

RE:  SHARON ROAD SIDEWALK IMPROVEMENT PROJECT / additional concept design

It is our understanding you would like us to provide a third concept plan showing improvements on Sharon Road that utilize the entire City right-of-way on the north side of the road. The concept plan would be created in a similar format to the first two concepts we already prepared and would depict improvements delineated on the attached Option 3. In addition to the concept plan, we would also prepare a visual simulation showing one of the most impacted areas.

The above services would be provided in accordance with our agreement dated October 23, 2019 and considered an amendment thereto. We would perform these services as described below. Items noted in bold-face italics are deliverables.

Scope

5.1.1 Concept Confirmation: Participate in a coordination call with the City to answer questions and confirm design direction and parameters described in the attached Option 3. Confirm location for visual simulation. Account for up to two hours of additional coordination throughout the design process.

5.1.2 Concept Plan: Prepare a concept plan that illustrates the improvements described above. Plan to be color rendered at 10 scale in a format similar to Concept Plan Options 1 and 2 that were previously prepared for the project.

5.1.3 Visual Simulation: Prepare one visual simulation that is similar in character to the images previously prepared for the project. Task includes site visit to take photo for visual simulation background.

5.1.4 Review Meeting: Participate in a virtual meeting with City staff to review comments on the concept plan and visual simulation.

5.1.5 Plan Revisions: Based on the comments received, proceed to prepare a final concept plan and final visual simulation for the City’s use. Transmit final documents to the City in digital format.
Compensation

5.1 Additional Concept Design (lump sum) ........................................... $7,830
Reimbursables................................................................................. $587

Total Estimated Compensation .................................................. $8,417

Schedule

Callander Associates will proceed to commence the above services upon receipt of a signed copy of this authorization or other written form of approval.

Signatures

Callander Associates Landscape Architecture, Inc.:  

[Signature]
Brian Fletcher, PLA, ASLA, Principal

Agreed and authorized to proceed for the City of Menlo Park:

[Signature]  12/08/2020
James Esoime, Associate Civil Engineer
Name and Title

Attachments: Option 3: Standard Sidewalk with Parking (Full-ROW), dated 12/7/2020, 1 page
Standard Schedule of Compensation dated 2021

Notice: Landscape architects are licensed by the State of California. Terms and conditions are subject to change after ninety days.
OPTION 3: STANDARD SIDEWALK WITH PARKING
(FULL - ROW)

EXHIBIT C: SCHEMATIC LAYOUT
Standard Schedule of Compensation 2021 San Jose & Burlingame

General

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

Hourly Rates

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$217 /hour</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$198 /hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$188 /hour</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$166 /hour</td>
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<tr>
<td>Senior Project Manager</td>
<td>$170 /hour</td>
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<tr>
<td>Project Manager 1</td>
<td>$163 /hour</td>
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<tr>
<td>Project Manager 2</td>
<td>$154 /hour</td>
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<td>Job Captain</td>
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<tr>
<td>Designer 1</td>
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</tr>
<tr>
<td>Designer 2</td>
<td>$122 /hour</td>
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<td>Assistance Designer</td>
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<td>Accounting</td>
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<td>Senior Project Administrator</td>
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<td>Project Administrator</td>
<td>$112 /hour</td>
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Reimbursable Expenses Rates

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<th>Expenses</th>
<th>Rate</th>
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<tr>
<td>printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</td>
<td>cost + 15%</td>
</tr>
<tr>
<td>Subconsultant Administration</td>
<td>cost + 10%</td>
</tr>
<tr>
<td>Communications and Insurance Surcharge</td>
<td>2.5% of total fees</td>
</tr>
</tbody>
</table>

Payments

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are 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.
AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND CALLANDER ASSOCIATES

THIS FIRST AMENDMENT is made and entered into this 12/15/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and CALLANDER ASSOCIATES, hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section 4. COMPENSATION AND PAYMENT of Agreement No. 3005., (“Agreement”), Section 4. COMPENSATION AND PAYMENT [amendment to section] to read as follows:

   “A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A, A-1, A-2, A-3; A-4," Scope of Services – Hourly Rates. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 3005 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Brian Fletcher

Signature

Printed name

Tax ID#

11/25/2020

Date

Title

APPROVED AS TO FORM:

Cara E. Silver

Cara E. Silver, Interim City Attorney

11/25/2020

Date

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson

Starla Jerome-Robinson, City Manager

12/15/2020

Date

ATTACH:

Judi A. Herren, City Clerk

12/15/2020

Date
Via Email Only

June 2, 2020
650-330-6749

Eric Hinkley, P.E.
Associate Engineer
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
emhinkley@menlopark.org

RE: BEDWELL BAYFRONT PARK ENTRANCE /task order #2 proposal for design services

Dear Eric,

The City would like to proceed with preparation of construction documents for entrance improvements based on preliminary design work shown on the Entry Exhibit dated April 9, 2019. The City has been awarded a Priority Conservation Area grant to complete the work by 2023. Improvements shall include:

- **Marsh Road Access Road** – Road to be elevated 2’+ to address the potential for future sea level rise. Turnaround area will be incorporated, including modification of existing traffic signal and relocation of two joint poles.
- **Trails** – Bay Trail to be realigned and separated from the roadway and new secondary paved trails and viewing area to be provided to improve pedestrian and bicyclist circulation.
- **Trailhead Plaza and Monument Entry Sign** – Plaza to be located at the corner of the Marsh Road and Bayfront Expressway intersection to better announce the park entry and welcome park visitors.
- **Site Accessories** – Enhancements to include landscaping, stormwater treatment areas, irrigation, lighting, interpretive sign, fencing and boulders for access control, and an automatic vehicular access gate.

The Callander Associates team, having led the master planning process and developed the entry exhibit in coordination with the Bayfront Canal project, understands the issues associated with developing improvements at Bedwell Bayfront Park including construction in the vicinity of a landfill, regulatory and permitting constraints, access considerations, and stakeholder coordination with Caltrans, Cargill, the County of San Mateo, and others. We have prepared the below scope of work with several assumptions:
RE: BEDWELL BAYFRONT PARK ENTRANCE/task order #2 proposal for design services
June 2, 2020
Page 2

- BKF Engineers will leverage their recent and on-going experience with the Bayfront Canal project, including the topographic and boundary survey and utility mapping previously prepared by BKF for the Bayfront Canal project.
- The landfill extends along Marsh Road to the tidal pond; therefore, most of the improvements, including green infrastructure elements and structural foundations, appear to be situated outside of the landfill limits. Standard drilled pier foundation designs will be assumed; however, excavations will be limited in order to minimize influence by or to the landfill cap and related infrastructure.

Under contract to the City and based upon work to be completed under Task Order #1, Callander Associates and its team of subconsultants will prepare plans and specifications delineating these improvements. To assist you in these efforts, we would propose to complete the following tasks in chronological order. The items shown in **bold-face italics** are documents that we would prepare as part of our tasks and would be submitted to the City for review.

1.0 DESIGN DEVELOPMENT (to be completed under Task Order #1)

2.0 ENVIRONMENTAL CLEARANCE (to be completed under Task Order #1)

3.0 CONSTRUCTION DOCUMENTS

3.01 Construction Documents – 60% Submittal: Based upon the previously completed preliminary design work, proceed to develop construction documents to a 60% level of completion. Plans to include:

- cover sheet
- demolition plan
- horizontal control plan
- erosion control plan
- grading roadway profile
- utility plan
- site construction plan
- irrigation plan
- planting plan
- construction details
- electrical plan
- signal modification plan
- stage construction plan
- stormwater control plan
- draft technical specifications
- high voltage utility relocation report

3.02 Cost Estimate: Based upon above to proceed to refine **cost estimate**.

3.03 Staff Meeting: Review the above information in a conference call with City staff. Confirm building permit requirements. Submit written **call summary**.
3.04 Stakeholder Meetings: Attend and facilitate up to four virtual meetings with City staff and affected stakeholders to review plan comments, resolve concerns, and confirm project schedules. Submit written call summaries.

3.05 Construction Documents – 90% Submittal: Based upon the direction provided above, proceed to develop construction documents to a 90% level of completion. Submit plans to City for building permit review.

3.06 Cost Estimate: Based upon above proceed to refine cost estimate.

3.07 Storm Water Pollution Prevention Plan (SWPPP): It is assumed that the area of disturbance will be close to or exceed the threshold requiring preparation of a SWPPP. A SWPPP will be prepared as part of the construction documents and support provided to the City’s LRP to submit PRDs to the SMARTS program website.

3.08 Permit Applications/Agency Review: Submit 90% construction document package to regulatory agencies and affected stakeholders for review. Fill out required application documentation and coordinate with. Permit applications to be submitted to:

- Bay Conservation and Development Commission, Administrative (Minor) Permit
- U.S. Fish and Wildlife Service, Special Use Permit (for temporary construction access)
- California Department of Transportation, Encroachment Permit (assumes encroachment will be limited to the immediate Bayfront Expressway frontage and would include the curb returns and traffic signal)

Construction document package shall be submitted to the following affected stakeholders for comment:

- Cargill
- West Bay Sanitary District
- South Bay Salt Pond Restoration
- San Mateo County Flood & Sea Level Rise Resiliency District
- PG&E (assumed joint pole utility)

3.09 Easement Coordination and Documentation: Review property information and in coordination with City identify potential easements that will be required (task assumes up to two related to the trail and turnaround) and prepare documentation necessary for obtaining required temporary and/or permanent easements, including review of preliminary title report, agreements, plat maps, and legal descriptions. We expect there would be no boundary resolution work required, and will work with City’s title company, appraiser, and attorney as needed.

3.10 Staff Meeting: Review the above information with City staff in a call and resolve direction for proceeding. Submit written call summary.
3.11 **Bid Documents and Permit/Agency Resubmittal:** Incorporate comments from permit agencies, affected stakeholders, and building department into a final set of bid documents.

3.12 **Cost Estimate:** Based upon the bid documents proceed to refine cost estimate and submit engineer’s estimate and bid form.

### 4.0 BIDDING AND CONSTRUCTION SUPPORT

The tasks below are a suggested list of services to be provided on an as-requested basis, and there is no commitment, expressed or implied, that the Callander Associates team shall provide all of these services. Actual services will likely vary from the listed tasks. How our time is expended is fluid to accommodate the City’s needs; however, the total budget shown in Task Matrix is the limit of our contractual obligation. The provision of these services is contingent on the funding available and dependent upon actual staff utilization.

#### 4.01 Bid Period Assistance:
- Respond to RFIs: Provide responses to Contractor RFIs during the bid period.
- Prepare Addenda: Prepare addenda for City’s use in issuing to bidders during the bid period.

#### 4.02 Pre-construction Assistance:
- Wildlife Surveys: Conduct two pre-construction surveys to review the staked limits of work and any perimeter temporary fence installation to ensure that sensitive biological resources are being avoided. Prepare monitoring report.

#### 4.03 Construction Period Assistance:
- Submittal Review: Review contractor submittals for conformance to contract documents.
- RFI Responses: Review and respond to contractor RFIs during construction to clarify contract documents as needed. Provide clarification drawings, RFQ’s etc. as needed to expedite any changes.
- Substantial & Final Completion: Attend substantial and final completion walkthroughs with contractor and develop punch list of deficient items to be corrected.
- Geotechnical Services:
  - Review laboratory test results provided by City for earth materials and pavements for conformance with project specifications and geotechnical recommendations.
  - Observe foundation excavations and prepared subgrade for conformance with geotechnical recommendations and design assumptions.

### 5.0 ADDITIONAL SERVICES

#### 5.01 Commission/Council Meeting:
- Prepare slideshow presentation, present at Commission or Council meeting and assist City staff in responding to Commissioners’ or Councilmembers’ questions. Submit written meeting summary.
5.02 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, Commission and other meetings, topographic surveying, photometric analysis, potholing, traffic control plan, construction haul route plan, title report procurement, structural and electrical site inspections, 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 services, we would bill for all printing and reproduction, delivery, 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 Compensation 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

Services below will be provided on a time and materials, not to exceed basis. The following subconsultants are proposed on the project:

- BKF Engineers – civil engineering and Caltrans permitting
- Haley & Aldrich – geotechnical engineering and review
- Horizon Water – BCDC permitting and wildlife surveying
- Zeiger Engineers – electrical engineering
- Biggs Cardosa (BCA) – structural engineering
- Jane Bolling – interpretive sign graphic designer

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<tr>
<th>Phase</th>
<th>CALA</th>
<th>BKF</th>
<th>Haley &amp; Aldrich</th>
<th>Horizon Water</th>
<th>Zeiger</th>
<th>BCA</th>
<th>Jane Bolling</th>
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</tr>
</tbody>
</table>

5.01 Commission/Council meeting (per meeting) | $4,500 | - | - | - | - | - | - |
RE: BEDWELL BAYFRONT PARK ENTRANCE/task order #2 proposal for design services
June 2, 2020
Page 6

Please call if you would like any clarification or additional information. If the above is satisfactory, please sign a copy of this letter as our authorization to proceed.

Sincerely,

Agreed and Authorized to Proceed:

[Signature] 6/2/20

Marie Mai, ASLA, Principal
Callander Associates
Landscape Architecture, Inc.

(authorized signature) (date)

Attachments: Standard Schedule of Compensation, 2020 BUR & SJ

Notice: Landscape architects are regulated by the State of California. Any questions concerning a landscape architect may be referred to the “Landscape Architects Technical Committee” at 400 R Street, Suite 4000, Sacramento, CA 95814, (916) 445-4954.
Standard Schedule of Compensation 2020 San Jose & Burlingame

General

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

Hourly Rates

- Principal: $210/hour
- Senior Associate: $192/hour
- Associate: $182/hour
- Construction Manager: $161/hour
- Senior Project Manager: $165/hour
- Project Manager 1: $158/hour
- Project Manager 2: $149/hour
- Job Captain: $138/hour
- Designer 1: $130/hour
- Designer 2: $118/hour
- Assistant Designer: $105/hour
- Accounting: $160/hour
- Senior Project Administrator: $121/hour
- Project Administrator: $108/hour

Reimbursable Expenses Rates

- Expenses: cost + 15%
  - printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses
- Subconsultant Administration: cost + 10%
- Communications and Insurance Surcharge: 2.5% of total fees

Payments

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are 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.
ADDITIONAL SERVICES AUTHORIZATION #1

TO:  
James Esoimeme  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Email: ejesoimeme@menlopark.org

RE:  
BURGESS PARK VARIOUS IMPROVEMENTS / ravenswood ave bike lane concepts

We are pleased to assist the City in evaluating alternatives for providing bike lanes along Ravenswood Avenue from the Caltrain railroad tracks to Laurel Street. The goal is to close gaps between existing bike lane facilities at either end of the study area.

These services will be provided on the project in accordance with our agreement dated October 3, 2019, and are considered an amendment thereto:

Scope

6.1.1 **Concept Plan Review**: Review conceptual plan exhibits provided by the City with Hexagon Transportation Consultants to confirm proposed vehicular and bike lane configuration meets current design standards.

6.1.2 **Draft Concept Plans**: Create two separate concept plans illustrating alternatives for providing bike lanes along Ravenswood Avenue. Plans to be based on Attachment B provided by the City, color rendered at 20 scale, and will utilize aerial photo and existing base information.

6.1.3 **Visual Simulations**: Create three computer-generated visual simulations illustrating the proposed improvements from the viewpoints indicated with blue arrows on Attachment B provided by the City. Conduct site visit to take photos for simulations.

6.1.4 **Traffic Analysis**: Prepare a traffic simulation analysis evaluating expected traffic impacts for each of the above concept plan alternatives. Scope of the traffic analysis to be per attached proposal from Hexagon Transportation Consultants.

6.1.5 **Review Meeting**: Review the above documents in a single conference call with City staff. Obtain feedback and revise documents to incorporate comments.

6.1.6 **Final Concept Plan**: Prepare a final concept plan based on comments received. Revise visual simulations if necessary. Submit final documents to the City in electronic format.
Compensation

6.1 Ravenswood Ave Bike Lane Concepts (lump sum) ........................................... $14,780
6.1.04 Hexagon Transportation Consultants (hourly) ............................................ $36,300
Reimbursables ........................................................................................................... $1,109

Total Estimated Compensation ................................................................................. $52,189

Schedule

Callander Associates and their subconsultant will proceed to commence the above services upon receipt of a signed copy of this authorization.

Signatures

Callander Associates Landscape Architecture, Inc.  Agreed and authorized to proceed for

Brian Fletcher, PLA, ASLA, Principal  City of Menlo Park:

Signature  date

James Esimeme, Associate Civil Engineer  11/13/20

Name & Title

Attachments:  Task Matrix, dated November 5, 2020, 1 page
    CALA Standard Schedule of Compensation 2020 San Jose & Burlingame, 1 page
    Hexagon Transportation Consultants proposal, dated November 4, 2020, 3 pages
    Attachment A: Sample Queuing Exhibits, 2 pages
    Attachment B: Conceptual Plans, dated February 10, 2020, 2 pages

Notice:  Landscape architects are licensed by the State of California. Terms and conditions are subject to change after ninety days.
## Callander Associates’ Personnel and Rates

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Subconsultant Administration: 10% $ 3,300.00

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Total: 102.00 $ 15,889.00 $ 36,300.00
Standard Schedule of Compensation 2020 San Jose & Burlingame

General

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

Hourly Rates

- Principal: $210/hour
- Senior Associate: $192/hour
- Associate: $182/hour
- Construction Manager: $161/hour
- Senior Project Manager: $165/hour
- Project Manager 1: $158/hour
- Project Manager 2: $149/hour
- Job Captain: $138/hour
- Designer 1: $130/hour
- Designer 2: $118/hour
- Assistant Designer: $105/hour
- Accounting: $160/hour
- Senior Project Administrator: $121/hour
- Project Administrator: $108/hour

Reimbursable Expenses Rates

- Expenses: cost + 15%
  - printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses
- Subconsultant Administration: cost + 10%
- Communications and Insurance Surcharge: 2.5% of total fees

 Payments

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are 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.
November 4, 2020

Mr. Nate Ritchie
Callander Associates
1633 Bayshore Highway, Suite 133
Burlingame, CA 94010

Re: Proposal for Traffic Simulation Analysis along Ravenswood Avenue with the Proposed Bike Lane Improvements in Menlo Park, California

Dear Mr. Ritchie:

Hexagon Transportation Consultants, Inc. is pleased to submit this proposal to conduct traffic simulation analysis along Ravenswood Avenue with the proposed bike lane improvements in Menlo Park, California. Currently, bike lanes exist in both directions on Ravenswood Avenue, between Noel Drive and Middlefield Road. Ravenswood Avenue widens to four lanes to the immediate west of Noel Drive. The City plans to extend the bike lanes west of Noel Drive to Alma Street. The City has identified two concept plans that would facilitate striping for the proposed bicycle lanes. These concept plans are included as an attachment to this proposal.

Scope of Work

Hexagon’s primary role will be to analyze the traffic implications of the two proposed concept plans under existing and future conditions as described in the tasks listed below. Our findings and recommendations will be provided in a draft report. Hexagon will respond to editorial comments and provide a final memo report.

1. **Existing Observations.** The study area will consist of Ravenswood Avenue between El Camino Real to the west and Laurel Street to the east. The physical characteristics of the roadway network in the study area will be reviewed to identify existing intersection lane configurations, traffic control devices, and surrounding land uses. Observations of existing traffic conditions will be made in order to identify existing queue lengths and lane utilization.

2. **Data Collection.** Due to the current COVID 19 pandemic, it is likely that the current traffic volumes on Ravenswood Avenue are relatively low and not representative of typical (pre COVID) traffic conditions. Hexagon proposes to use historical traffic counts if available along Ravenswood Avenue at the intersections of El Camino Real, Merrill Street, Cornerstone Research parking lot driveway, Alma Street, Alma Lane, Noel Drive, and Laurel Street. New AM and PM peak hour turning movement counts will be conducted along Ravenswood Avenue only at the request of the City. Hexagon will obtain approval from the City and will alert the City prior to conducting any new traffic counts.

3. **Evaluation of Existing (2020) Conditions.** Intersection operations along Ravenswood Avenue at El Camino Real, Alma Street and Laurel Street will be evaluated using the Synchro/SimTraffic software. It is our understanding that a Synchro model of Ravenswood Avenue between El Camino Real and Laurel Street already exists and that the City will provide Hexagon with the AM and PM peak hour models. It is assumed that these models already account for the gate down time at the Alma Street railroad crossing. The AM and PM peak hour Synchro/SimTraffic...
models will be updated using the latest traffic counts and the queue lengths from these models will be compared to queues lengths observed in the field.

4. **Evaluation of Bike Lane Improvements under Existing Conditions.** The City has identified two concept plans that would facilitate striping for the proposed bicycle lanes. Concept Plan A would retain four lanes on Ravenswood Avenue to the west of Noel Drive but would move the current lane drop on eastbound Ravenswood Avenue approximately 115 upstream. Under concept plan B, the travel lanes on Ravenswood Avenue between Alma Street and Noel Drive would be reduced from two lanes to one lane in each direction in order to facilitate striping for the proposed bicycle lanes. Hexagon will evaluate traffic operations along Ravenswood Avenue with striping proposed under concept plan A and concept plan B during both the AM and PM peak hours with the existing traffic volumes.

5. **Evaluation of Future Conditions.** Future conditions will reflect the estimated traffic volumes in a future year to be determined by the City. Based on direction from City staff, Hexagon will use either a growth factor to develop future year volumes or use an alternative methodology as directed by the City. AM and PM peak hour traffic operations under future conditions will be evaluated with the existing lane configuration on Ravenswood Avenue.

6. **Evaluation of Bike Lane Improvements under Future Conditions.** Hexagon will evaluate traffic operations along Ravenswood Avenue with striping proposed under concept plan A and concept plan B during both the AM and PM peak hours under future conditions.

7. **Description of Operations.** Based on the results of the level of service and queueing analyses, the implications of relocating the lane drop on eastbound Ravenswood Avenue upstream from its current location, proposed under concept plan A, and the implications of narrowing Ravenswood Avenue from two lanes to one lane in each direction between Alma Street and Noel Drive as proposed under concept plan B, will be identified and described in a memorandum. The memorandum will also describe queueing impacts to the Ravenswood Avenue/El Camino Real intersection. Hexagon will create graphics to illustrate and compare queue lengths along eastbound and westbound Ravenswood Avenue between the two concept plans. Graphics will be similar to Attachment A: Sample queueing exhibits, provided by the City.

8. **Meeting.** Hexagon will attend one Complete Streets Commission meeting and one City Council meeting and will revise the operational analysis, if necessary, based on their input.

**Time of Performance**

Barring any unforeseen delays, a draft traffic report will be submitted approximately four weeks after authorization to proceed. The final traffic report will be delivered approximately two weeks after receipt of all review comments.
Cost of Services

The total fee for the Scope of Services rendered under this agreement will be based on staff time plus expenses not to exceed $33,000.

We look forward to working with you and appreciate your consideration of Hexagon Transportation Consultants, Inc. for this assignment. If you have any questions, please do not hesitate to call.

Sincerely,

HEXAGON TRANSPORTATION CONSULTANTS, INC.

[Signature]

Gary K. Black
President

[Signature]

Trisha Dudala, P.E.
Senior Associate

Hexagon 2020 Billing Rates

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Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS. Billing rates shown are effective January 1, 2020 and subject to change January 1, 2021.
ATTACHMENT A: SAMPLE QUEUING EXHIBITS

Bayfront Expressway Westbound Queue east of University Avenue

- No Build - 12,475 ft
- Build 1 - 11,350 ft
- Build 2 - 11,575 ft
- Build 3 - 11,900 ft
- Build 4 - 13,700 ft

Figure 3
Year 2040 AM Peak Hour Queuing on Bayfront Expressway
THIS PLAN IS FOR REFERENCE ONLY AND DOES NOT ALLEVIATE THE CONSULTANT FROM ADDITIONAL DUE DILIGENCE TO CONFIRM ALL DIMENSIONS, ASSUMPTIONS, ETC. MATCH SITE CONDITIONS. NOTIFY THE CITY IMMEDIATELY IF THERE ARE DISCREPANCIES.

DESIGN CRITERIA:
- 11' TRAVEL LANES | 5 BIKE LANE
- 2 TRAVEL LANES EA. DIRECTION WHERE SHOWN.
- TAPE PER MUTCD STANDARDS
- SIDEWALK ASSUMES PGE POLE REMAINS
- LIBRARY SIGN RELOCATION
- INTERSECTION TO BE RESTRIPED AS GENERALLY SHOWN
- FENCE SHOWN FOR REFERENCE ONLY
- CONFORM TO EXISTING SIDEWALK / BIKE LANE WHERE GENERALLY SHOWN.
- ADD CONCRETE NOSE MEDIANS TO RENDER IMAGES. MEDIANS EXTEND FROM EXISTING RR GATE ISLAND, ALL THE WAY TO APPROXIMATELY 10-15' AFTER THE ALMA ST CROSSWALK (ESSENTIALLY REPLACING THE EXISTING RUBBER STOPPERS IN AND NEAR THE INTERSECTION WITH A PERMANENT FEATURE).

PUBLIC WORKS
INTERIM CONDITION - CONCEPTUAL PLAN A

LEGEND
- REMOVE TREE
- POLE / ELECTROLIER
- REPLACEMENT TREE
- FENCE
- RELOCATED SIGN

(P) LANE STRIPE / CROSSWALK
(P) LANE DIVIDER
(P) BIKE LANE
(P) SIDEWALK
THIS PLAN IS FOR REFERENCE ONLY AND DOES NOT ALLEVIATE THE CONSULTANT FROM ADDITIONAL DUE DILIGENCE TO CONFIRM ALL DIMENSIONS, ASSUMPTIONS, ETC. MATCH SITE CONDITIONS. NOTIFY THE CITY IMMEDIATELY IF THERE ARE DISCREPANCIES.

DESIGN CRITERIA
- 3' TRAVEL LANE
- 3' BUFFER
- 3' BIKE LANE
- 1' TRAVEL LANE EA. DIRECTION WHERE SHOWN
- INTERSECTION TO HAVE BIKE LANE CONTINUATION
- CONFORM TO EXISTING SIDEWALK / BIKE LANE WHERE GENERALLY SHOWN
- ADD CONCRETE NOSE MEDIAN TO RENDERED IMAGES. MEDIAN EXTENDS FROM EXISTING RR. GATE ISLAND, ALL THE WAY TO APPROXIMATELY 10'-14' AFTER THE ALMA ST CROSSWALK. (ESSENTIALLY REPLACING THE EXISTING RUBBER STOPPERS IN AND NEAR THE INTERSECTION WITH A PERMANENT FEATURE)

PUBLIC WORKS
INTERIM CONDITION - CONCEPTUAL PLAN B

Make travel lanes 12', and keep the existing median.

renderings not required for this option

LEGEND
- (P) FENCE
- (P) LANE STRIPE / CROSSWALK
- (P) LANEDivider
- (P) BUFFER STRIPE
- (P) BICYCLE LANE
- (P) SIDEWALK
Via Email

November 20, 2020

ADDITIONAL SERVICES AUTHORIZATION #2

Morad Fakhrai
Senior Project Manager
City of Menlo Park
701 Laurel Street
Menlo Park, CA, 94025
650-330-6763
mfakhrai@menlopark.org

RE: WILLOW ROAD/HWY 101 LANDSCAPING/ additional visual simulation and grant support services

With the change from an on-site field visit to virtual meeting, Callander Associates has prepared a Powerpoint slideshow and attended virtual coordination and rehearsal meetings that were not part of the original scope of services. In addition, the City would like to have a third visual simulation prepared showing a standard Caltrans landscape. The following additional services will be provided on this project in accordance with our agreement dated March 19, 2019 and are considered an amendment thereto:

Scope

1.01 Grant Application Step 2 – Slideshow: Prepare a Powerpoint slideshow illustrating the project features, benefits, and other aspects as requested by CNRA staff. Prepare for and attend a virtual site field visit with City and evaluation committee members to respond to follow-up questions, in lieu of an on-site meeting.

1.02 Visual Simulation: Prepare a visual simulation based on one of the two prior visual simulation locations within the site to illustrate what the landscape would look like if a standard Caltrans design were applied.

Compensation

Task 1.01, Step 2 Slideshow (lump sum) ........................................... $3,500
Task 1.02, Visual Simulation (lump sum) ........................................... $5,500

Total Estimated Compensation .................................................. $9,000
Additional Services Authorization #2
RE: WILLOW ROAD/Hwy 101 LANDSCAPING/additional visual simulation services
November 20, 2020
Page 2 of 3

Signatures

Landscape Architect

Agreed and authorized to proceed for City of Menlo Park:

Brian Fletcher, ASLA, Principal
Callander Associates Landscape Architecture, Inc.

Notice: Landscape architects are licensed by the State of California. Terms and conditions are subject to change after ninety days.
PROFESSIONAL SERVICES AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND CALLANDER ASSOCIATES

Agreement #: 3005

THIS AGREEMENT made and entered into at Menlo Park, California, this 7/12/2020 by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and CALLANDER ASSOCIATES, hereinafter referred to as “FIRST PARTY.”

WITNESSESTH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: On-Call construction inspection

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A," Scope of Services – Hourly Rates. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies, equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Nicole H. Nagaya
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Brian Fletcher
Callander Associates

[Address redacted]

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers' compensation and employer's liability insurance:
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "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 the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

CC Rev 20200301
17. INSPECTION OF WORK

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys’ fees. The Dispute Resolution provisions are set forth on Exhibit "B," ‘Dispute Resolution’ attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of July 1, 2020 through June 30, 2023 and extend the agreements on a yearly basis for up to two additional years unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document’s date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

DocuSigned by: Brian Fletcher
Signature

Printed name

Tax ID#

Date
Title

FORM:

DocuSigned by: Cara E. Silver

Cara E. Silver, Interim City Attorney

DocuSigned by: Starla Jerome-Robinson

Starla Jerome-Robinson, City Manager

DocuSigned by: Judi A. Herren

Judi A. Herren, City Clerk

Date

7/10/2020

7/10/2020

7/12/2020

7/12/2020
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit A-1, Scope of Services- Hourly Rates. This compensation shall be based on the rates described in Exhibit A-1. All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such amount as approved by CITY. As each payment is due, FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. Payment shall be for the invoice amount or such other amount as approved by the CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK – EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such
supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.

<table>
<thead>
<tr>
<th>A5. BILLINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2. The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.</td>
</tr>
</tbody>
</table>
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation

B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration

B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
EXHIBIT A-1 - Hourly Rates

5. SCHEDULES OF COMPENSATION

Standard Schedule of Compensation 2020 San Jose & Burlingame

General

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

Hourly Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$210/hour</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$192/hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$182/hour</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$161/hour</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$165/hour</td>
</tr>
<tr>
<td>Project Manager 1</td>
<td>$158/hour</td>
</tr>
<tr>
<td>Project Manager 2</td>
<td>$149/hour</td>
</tr>
<tr>
<td>Job Captain</td>
<td>$138/hour</td>
</tr>
<tr>
<td>Designer 1</td>
<td>$130/hour</td>
</tr>
<tr>
<td>Designer 2</td>
<td>$118/hour</td>
</tr>
<tr>
<td>Assistant Designer</td>
<td>$105/hour</td>
</tr>
<tr>
<td>Accounting</td>
<td>$160/hour</td>
</tr>
<tr>
<td>Senior Project Administrator</td>
<td>$121/hour</td>
</tr>
<tr>
<td>Project Administrator</td>
<td>$108/hour</td>
</tr>
</tbody>
</table>

Reimbursable Expenses Rates

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</td>
<td>cost + 15%</td>
</tr>
<tr>
<td>Subconsultant Administration</td>
<td>cost + 10%</td>
</tr>
<tr>
<td>Communications and Insurance Surcharge</td>
<td>2.5% of total fees</td>
</tr>
</tbody>
</table>
STAFF REPORT

City Council
Meeting Date: 6/9/2020
Staff Report Number: 20-116-CC

Consent Calendar: Authorize the city manager to execute master agreements with consulting firms for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering and materials testing services

Recommendation
Staff recommends that the City Council authorize the city manager to execute three-year master agreements with multiple consulting firms for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering, and materials testing services with options to extend the agreements on a yearly basis for up to two additional years.

Policy Issues
The proposed action is consistent with the City’s purchasing policies. Use of multiyear master agreements assists the timely delivery of capital improvement projects and programs/services to maintain the City’s infrastructure. It also serves as a risk management tool to quickly address emergencies, shifting priorities and staff vacancies. The authorization of these master agreements does not award projects to any of the selected firms; it establishes a pool of resources from which to draw as project needs are identified in the future.

Background
The public works department is responsible for planning, building and maintaining the City’s infrastructure. The department is comprised of engineering, maintenance, and transportation divisions managing projects per the City’s capital improvement program and development service needs. Such projects may include master planning, development permit review, utility upgrades, building and park maintenance, and street and sidewalk repairs. Currently, public works projects are overseen by staff engineers and inspectors, and supplemented with contract consulting services. The role of City surveyor is also currently provided through a master agreement.

Over the years, the City Council has authorized the city manager to execute master agreements with consulting firms to augment staffing resources experiencing higher demand. Master agreements have been established by the City for short-term specialized services such as engineering, surveying, transportation, inspection and materials testing. The City’s current master agreements for engineering and surveying services were last authorized by the City Council in 2012, and expire at the end of fiscal year 2019-20. The last set of transportation master agreements was authorized by the City Council November 13, 2018, and may be extended through fiscal year 2024-25, so is not included in this authorization. On August 20, 2019, the City Council authorized the city manager to execute three-year master agreements for on-call architectural design, cost estimating and mechanical, electrical and plumbing (MEP) design services. While
cost estimating and MEP on-calls are not included in this authorization, staff recognized the need to expand the City’s architectural on-call support after further evaluation of current and projected workloads.

Analysis
Master agreements are an efficient tool for providing technical staff support and shorten the time needed to identify qualified firms while adhering to City purchasing policies. This enables the City to more quickly respond to needs by utilizing these consulting firms’ services on an as-needed basis for a specific activity. These services are temporary, and obtained only for the length of time needed to complete the tasks.

Master agreements that involve on-call professional services only provide a list of qualified and vetted consulting firms. Once a master agreement is in place with the listed firms, staff interacts with these firms on an as-needed basis to find the most appropriate level of expertise and knowledge to carry out a specific task. Once a specific firm from the list is identified for the temporary work, the City solicits cost information about the task(s) requested and establishes a purchase order for a not-to-exceed amount from a funding source as included in the annual budget.

The master agreement includes the same language as the City’s standard services contract and requires the consultant to provide proof of insurance and to hold the City harmless for the work performed. The agreements will be for three years with an option to extend yearly for up to two additional years.

On April 13, the City issued a request for qualifications (RFQ) for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering, and materials testing services to develop a list of firms to replace those with expiring master agreements. On May 14, the City received 74 submittals in response to the RFQ as summarized below:

<table>
<thead>
<tr>
<th>On-call service</th>
<th>Proposals received</th>
<th>Hourly rate 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural</td>
<td>14</td>
<td>$60-305</td>
</tr>
<tr>
<td>Landscape architectural</td>
<td>20</td>
<td>$85-310</td>
</tr>
<tr>
<td>Civil engineering</td>
<td>17</td>
<td>$80-400</td>
</tr>
<tr>
<td>Construction inspection</td>
<td>9</td>
<td>$70-225</td>
</tr>
<tr>
<td>Municipal engineering</td>
<td>8</td>
<td>$92-352</td>
</tr>
<tr>
<td>Materials testing</td>
<td>6</td>
<td>$75-500</td>
</tr>
</tbody>
</table>

1. Rates range from administrative to principal staff

A selection committee of staff members divided into groups of three to rank proposals by type of on-call service. Upon review, staff identified firms that would best provide the range of specialties for each on-call service. Finalists were chosen based on a number of selection criteria including fee schedule, work methodology, overall proposal quality, availability to work, familiarity with the City of Menlo Park, and previous staff experience, amongst others. Each panelist provided their top choices per this criteria. A follow up meeting was established for group consensus before finalizing the on-call list in the event of discrepancies. Staff recommends entering into agreements with the 21 firms identified on the next page. The remaining firms did not advance based on this ranking system.
Entering master agreements with these firms will help advance funded capital improvement projects. In addition, master agreements will help relieve added workload from staff vacancies and assist project delivery in a timely manner. While these on-call services are meant to be comprehensive for work that is projected through the life of the agreement, it does not preclude the City from issuing project specific requests for future proposals, if desired.

<table>
<thead>
<tr>
<th>Service</th>
<th>Firm</th>
<th>Hourly rates</th>
<th>Type of services (illustrative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural</td>
<td>Noll &amp; Tam</td>
<td>$110-240</td>
<td>• Preparation of conceptual design drawings</td>
</tr>
<tr>
<td></td>
<td>Group 4</td>
<td>$105-320</td>
<td>• Master planning and feasibility studies</td>
</tr>
<tr>
<td></td>
<td>Ten Over Studio</td>
<td>$75 - 200</td>
<td>• Compliance report with state or federal guidelines</td>
</tr>
<tr>
<td></td>
<td>KPA Group</td>
<td>$95 - 280</td>
<td>• Historic building preservation and restoration</td>
</tr>
<tr>
<td>Landscape architectural</td>
<td>Callander Assoc.</td>
<td>$108-210</td>
<td>• Building program development</td>
</tr>
<tr>
<td></td>
<td>Gates + Assoc.</td>
<td>$90 - 220</td>
<td>• Space needs studies / interior design</td>
</tr>
<tr>
<td></td>
<td>PGAdesign</td>
<td>$128-235</td>
<td>• Architectural design drawings and specifications</td>
</tr>
<tr>
<td></td>
<td>BFS</td>
<td>$80 - 215</td>
<td>• Public meeting presentations</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Building permitting assistance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Construction administration services</td>
</tr>
<tr>
<td>Civil engineering</td>
<td>BKF</td>
<td>$70 - 251</td>
<td>• Preparation of conceptual design drawings</td>
</tr>
<tr>
<td></td>
<td>Freyer &amp; Laureta</td>
<td>$85 - 230</td>
<td>• Master planning and feasibility studies</td>
</tr>
<tr>
<td></td>
<td>IEC</td>
<td>$80 - 260</td>
<td>• Compliance report with state or federal guidelines</td>
</tr>
<tr>
<td></td>
<td>Schaaf &amp; Wheeler</td>
<td>$130-250</td>
<td>• Historic landscape preservation and restoration</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Landscape design drawings and specifications</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Public meeting presentations</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Construction administration services</td>
</tr>
<tr>
<td>Construction inspection</td>
<td>4Leaf</td>
<td>$92 - 220</td>
<td>• Civil design</td>
</tr>
<tr>
<td></td>
<td>Starbuilder</td>
<td>$90 - 120</td>
<td>• Construction drawings and specifications</td>
</tr>
<tr>
<td></td>
<td>Swinerton</td>
<td>$86 - 220</td>
<td>• Construction administration services</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Construction services for construction projects</td>
</tr>
<tr>
<td>Municipal engineering</td>
<td>Bureau Veritas</td>
<td>$125-190</td>
<td>• Plan check for construction documents</td>
</tr>
<tr>
<td></td>
<td>CSG</td>
<td>$130-330</td>
<td>• Building/encroachment permit assistance</td>
</tr>
<tr>
<td></td>
<td>Rey</td>
<td>$102-600</td>
<td>• Construction and project management duties</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Staff augmentation support</td>
</tr>
<tr>
<td>Materials testing</td>
<td>Construction Testing</td>
<td>$90-500</td>
<td>• Soils, subbase and geotechnical testing</td>
</tr>
<tr>
<td></td>
<td>BAGG</td>
<td>$75-250</td>
<td>• Asphalt / concrete testing</td>
</tr>
<tr>
<td></td>
<td>Ninyo &amp; Moore</td>
<td>$80-185</td>
<td>• Exploratory drilling and testing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Others as required per Caltrans standards or per project contract</td>
</tr>
</tbody>
</table>

**Impact on City Resources**

The authorization of these master agreements would not result in a direct expenditure of City resources. Tasks would be assigned through the master agreements to meet the needs and demands identified for each future fiscal year through the adoption of the annual budget and capital improvement program.
Staff Report #: 20-118-CC

The contract amount for services would be identified for each project, depending on the scope of work/services, the number and type of professionals/technicians used, and the level of community engagement needed. The hourly rates for services typically range from $60 to $500 per hour, depending on the area of expertise and experience required to deliver the best products. The costs of these services are budgeted in the program or capital project for which the services are needed. No additional appropriations are being requested at this time.

Environmental Review
This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments
None.

Report prepared by:
Michael Fu, Senior Civil Engineer

Report reviewed by:
Chris Lamm, Assistant Public Works Director
---

## Certificate of Liability Insurance

**PRODUCER**
Dealey, Renton & Associates  
P.O. Box 12675  
Oakland CA 94604-2675

**INSURED**
Callander Associates  
Landscape Architecture, Inc.  
12160 Tributary Point Drive, Suite 140;  
Gold River CA 95670-4259

**CONTACT NAME**
Doris A. Chambers  
PHONE (AC, No, Ext) 510-465-3000  
E-MAIL ADDRESS dchambers@dealeyrenton.com  
INSURER(S) AFFORDING COVERAGE  
INSURER A: Argonaut Insurance Company  
INSURER B: Twin City Fire Insurance Company  
INSURER C: HARTFORD INSURANCE COMPANY  
INSURER D  
INSURER E  
INSURER F

**CONVERSATIONS**
**CERTIFICATE NUMBER:** 1236127534  
**REVISION NUMBER:**

---

### COVERAGES

<table>
<thead>
<tr>
<th>INSURANCE</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR</td>
<td>57SWB5M64627</td>
<td>12/31/2019</td>
<td>12/31/2020</td>
<td>$2,000,000</td>
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<td>C</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>12/31/2020</td>
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<tr>
<td>C</td>
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<td>12/31/2020</td>
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<td>C</td>
<td>LIABILITY EXCESS LIABILITY</td>
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<td>57SWB5M64627</td>
<td>12/31/2019</td>
<td>12/31/2020</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>E.L. EACH ACCIDENT</td>
<td>57WEA1C6629</td>
<td>12/31/2019</td>
<td>12/31/2020</td>
<td>$1,000,000</td>
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<tr>
<td>A</td>
<td>PROFESSIONAL LIABILITY</td>
<td>Y 121AE000262601</td>
<td>12/31/2019</td>
<td>12/31/2020</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

---

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required): REF: AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND CALLANDER ASSOCIATES. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of Menlo Park, and its subsidiary agencies, and their officers, agents, employees, and servants are named as Additional Insured as respects General Liability and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. 30 Day Notice of Cancellation.**

---

**CERTIFICATE HOLDER**
City of Menlo Park  
701 Laurel St  
Menlo Park CA 94025

**CANCELLATION**
30 Days Notice of Cancellation

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

---

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ACORD 25 (2016/03)  
The ACORD name and logo are registered marks of ACORD.
ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;
(b) In connection with your premises owned by or rented to you; or
(c) In connection with "your work" and included within the "products completed operations hazard", but only if
   (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
   (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
(b) Primary And Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.
Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**EXCERPT FROM Hartford Form SS 04 38 09 09**

**HIRED AUTO AND NON-OWNED AUTO**

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability
EXTENDED OPTIONS

1. **Employers’ Liability Insurance**
   
   Item 3.B. of the Information Page is replaced by the following:

   **B. Employers’ Liability Insurance:**
   
   1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

      The Limits of Liability under Part Two are the higher of:

      **Bodily Injury by Accident**
      
      $500,000  Each Accident

      **Bodily Injury by Disease**
      
      $500,000  Policy Limit

      **Bodily Injury by Disease**
      
      $500,000  Each Employee

   OR

   2. The amount shown in the Information Page.

   This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

   In this provision the limits are changed from $500,000 to $1,000,000 in California.

2. **Unintentional Failure to Disclose Hazards**
   
   If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. **Waiver of Our Right To Recover From Others**
   
   A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

   This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

   B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. **Foreign Voluntary Compensation and Employers’ Liability Reimbursement**

   **A. How This Reimbursement Applies**

   This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

   1. The bodily injury must be sustained by an officer or employee.

   2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.

   3. Bodily injury by accident must occur during the policy period.

   4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee’s last exposure to those conditions of your employment must occur during the policy period.

   **B. We Will Reimburse**

   We will reimburse you for all amounts paid by you whether such amounts are:

   1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers’ compensation law of the state of hire of the individual employee.

   2. sums to which Part Two (Employers’ Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

   **C. Exclusions**

   This insurance does not cover:

   1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.

   2. any obligation imposed by a workers’ compensation or occupational disease law, or similar law.

   3. bodily injury intentionally caused or aggravated by you.
STAFF REPORT

City Council
Meeting Date: 6/9/2020
Staff Report Number: 20-116-CC

Consent Calendar: Authorize the city manager to execute master agreements with consulting firms for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering and materials testing services

Recommendation
Staff recommends that the City Council authorize the city manager to execute three-year master agreements with multiple consulting firms for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering, and materials testing services with options to extend the agreements on a yearly basis for up to two additional years.

Policy Issues
The proposed action is consistent with the City’s purchasing policies. Use of multiyear master agreements assists the timely delivery of capital improvement projects and programs/services to maintain the City’s infrastructure. It also serves as a risk management tool to quickly address emergencies, shifting priorities and staff vacancies. The authorization of these master agreements does not award projects to any of the selected firms; it establishes a pool of resources from which to draw as project needs are identified in the future.

Background
The public works department is responsible for planning, building and maintaining the City’s infrastructure. The department is comprised of engineering, maintenance, and transportation divisions managing projects per the City’s capital improvement program and development service needs. Such projects may include master planning, development permit review, utility upgrades, building and park maintenance, and street and sidewalk repairs. Currently, public works projects are overseen by staff engineers and inspectors, and supplemented with contract consulting services. The role of City surveyor is also currently provided through a master agreement.

Over the years, the City Council has authorized the city manager to execute master agreements with consulting firms to augment staffing resources experiencing higher demand. Master agreements have been established by the City for short-term specialized services such as engineering, surveying, transportation, inspection and materials testing. The City’s current master agreements for engineering and surveying services were last authorized by the City Council in 2012, and expire at the end of fiscal year 2019-20. The last set of transportation master agreements was authorized by the City Council November 13, 2018, and may be extended through fiscal year 2024-25, so is not included in this authorization. On August 20, 2019, the City Council authorized the city manager to execute three-year master agreements for on-call architectural design, cost estimating and mechanical, electrical and plumbing (MEP) design services. While
cost estimating and MEP on-calls are not included in this authorization, staff recognized the need to expand the City’s architectural on-call support after further evaluation of current and projected workloads.

Analysis
Master agreements are an efficient tool for providing technical staff support and shorten the time needed to identify qualified firms while adhering to City purchasing policies. This enables the City to more quickly respond to needs by utilizing these consulting firms’ services on an as-needed basis for a specific activity. These services are temporary, and obtained only for the length of time needed to complete the tasks.

Master agreements that involve on-call professional services only provide a list of qualified and vetted consulting firms. Once a master agreement is in place with the listed firms, staff interacts with these firms on an as-needed basis to find the most appropriate level of expertise and knowledge to carry out a specific task. Once a specific firm from the list is identified for the temporary work, the City solicits cost information about the task(s) requested and establishes a purchase order for a not-to-exceed amount from a funding source as included in the annual budget.

The master agreement includes the same language as the City’s standard services contract and requires the consultant to provide proof of insurance and to hold the City harmless for the work performed. The agreements will be for three years with an option to extend yearly for up to two additional years.

On April 13, the City issued a request for qualifications (RFQ) for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering, and materials testing services to develop a list of firms to replace those with expiring master agreements. On May 14, the City received 74 submittals in response to the RFQ as summarized below:

<table>
<thead>
<tr>
<th>On-call service</th>
<th>Proposals received</th>
<th>Hourly rate 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural</td>
<td>14</td>
<td>$60-305</td>
</tr>
<tr>
<td>Landscape architectural</td>
<td>20</td>
<td>$85-310</td>
</tr>
<tr>
<td>Civil engineering</td>
<td>17</td>
<td>$80-400</td>
</tr>
<tr>
<td>Construction inspection</td>
<td>9</td>
<td>$70-225</td>
</tr>
<tr>
<td>Municipal engineering</td>
<td>8</td>
<td>$92-352</td>
</tr>
<tr>
<td>Materials testing</td>
<td>6</td>
<td>$75-500</td>
</tr>
</tbody>
</table>

1. Rates range from administrative to principal staff

A selection committee of staff members divided into groups of three to rank proposals by type of on-call service. Upon review, staff identified firms that would best provide the range of specialties for each on-call service. Finalists were chosen based on a number of selection criteria including fee schedule, work methodology, overall proposal quality, availability to work, familiarity with the City of Menlo Park, and previous staff experience, amongst others. Each panelist provided their top choices per this criteria. A follow up meeting was established for group consensus before finalizing the on-call list in the event of discrepancies. Staff recommends entering into agreements with the 21 firms identified on the next page. The remaining firms did not advance based on this ranking system.
Entering master agreements with these firms will help advance funded capital improvement projects. In addition, master agreements will help relieve added workload from staff vacancies and assist project delivery in a timely manner. While these on-call services are meant to be comprehensive for work that is projected through the life of the agreement, it does not preclude the City from issuing project specific requests for future proposals, if desired.

<table>
<thead>
<tr>
<th>Service</th>
<th>Firm</th>
<th>Hourly rates</th>
<th>Type of services (illustrative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural</td>
<td>Noll &amp; Tam</td>
<td>$110-240</td>
<td>Preparation of conceptual design drawings, Master planning and feasibility studies, Compliance report with state or federal guidelines, Historic building preservation and restoration, Building program development, Space needs studies / interior design, Architectural design drawings and specifications, Public meeting presentations, Building permitting assistance, Construction administration services</td>
</tr>
<tr>
<td></td>
<td>Group 4</td>
<td>$105-320</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ten Over Studio</td>
<td>$75 - 200</td>
<td></td>
</tr>
<tr>
<td></td>
<td>KPA Group</td>
<td>$95 - 280</td>
<td></td>
</tr>
<tr>
<td>Landscape architectural</td>
<td>Callander Assoc.</td>
<td>$108-210</td>
<td>Preparation of conceptual design drawings, Master planning and feasibility studies, Compliance report with state or federal guidelines, Historic landscape preservation and restoration, Landscape design drawings and specifications, Public meeting presentations, Construction administration services</td>
</tr>
<tr>
<td></td>
<td>Gates + Assoc.</td>
<td>$90 - 220</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PGA design</td>
<td>$128-235</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BFS</td>
<td>$80 - 215</td>
<td></td>
</tr>
<tr>
<td>Civil engineering</td>
<td>BKF</td>
<td>$70 - 251</td>
<td>Compliance report with state or federal guidelines, Land surveying services, Prepare mapping documents, Civil design, Construction administration services, Construction drawings and specifications, Construction administration services</td>
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<tr>
<td></td>
<td>Freyer &amp; Laureta</td>
<td>$85 - 230</td>
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<tr>
<td></td>
<td>IEC</td>
<td>$80 - 260</td>
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<tr>
<td></td>
<td>Schaaf &amp; Wheeler</td>
<td>$130-250</td>
<td></td>
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<tr>
<td>Construction inspection</td>
<td>4Leaf</td>
<td>$92 - 220</td>
<td>Assist in review of construction documents, Construction administration, Inspection services for construction projects</td>
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<tr>
<td></td>
<td>Starbuilder</td>
<td>$90 - 120</td>
<td></td>
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<tr>
<td></td>
<td>Swinerton</td>
<td>$86 - 220</td>
<td></td>
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<tr>
<td>Municipal engineering</td>
<td>Bureau Veritas</td>
<td>$125-190</td>
<td>City surveyor services, Plan check for construction documents, Building/encroachment permit assistance, Construction and project management duties, Staff augmentation support</td>
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<tr>
<td></td>
<td>CSG</td>
<td>$130-330</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rey</td>
<td>$102-600</td>
<td></td>
</tr>
<tr>
<td>Materials testing</td>
<td>Construction Testing</td>
<td>$90-500</td>
<td>Soils, subbase and geotechnical testing, Asphalt / concrete testing, Exploratory drilling and testing, Others as required per Caltrans standards or per project contract</td>
</tr>
<tr>
<td></td>
<td>BAGG</td>
<td>$75-250</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ninyo &amp; Moore</td>
<td>$80-185</td>
<td></td>
</tr>
</tbody>
</table>

**Impact on City Resources**

The authorization of these master agreements would not result in a direct expenditure of City resources. Tasks would be assigned through the master agreements to meet the needs and demands identified for each future fiscal year through the adoption of the annual budget and capital improvement program.
Staff Report # 20-118-CC

The contract amount for services would be identified for each project, depending on the scope of work/services, the number and type of professionals/technicians used, and the level of community engagement needed. The hourly rates for services typically range from $60 to $500 per hour, depending on the area of expertise and experience required to deliver the best products. The costs of these services are budgeted in the program or capital project for which the services are needed. No additional appropriations are being requested at this time.

Environmental Review
This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments
None.

Report prepared by:
Michael Fu, Senior Civil Engineer

Report reviewed by:
Chris Lamm, Assistant Public Works Director
PROFESSIONAL SERVICES AGREEMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

Agreement #: 3005

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND CALLANDER ASSOCIATES

THIS AGREEMENT made and entered into at Menlo Park, California, this 7/12/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and CALLANDER ASSOCIATES, hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called: On-Call construction inspection

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will
be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work
by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall
hold the other responsible for damages or delay in performance caused by acts of God, strikes,
lockouts, accidents or other events beyond the control of the other, or the other’s employees and
agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY.
The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used
herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver
to CITY all project related files, records, and materials within one month after completion of all of
FIRST PARTY’s activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will
complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A,
Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A," Scope of Services – Hourly Rates. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Nicole H. Nagaya  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
nmnelgar@menlo.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Brian Fletcher  
Callander Associates

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers’ compensation and employer’s liability insurance:
   The FIRST PARTY shall have in effect during the entire life of this agreement workers’ compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: “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 the Code, and I will comply with such provisions before commencing the performance of the work of this agreement” (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:
   The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers’ compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit “A” or as otherwise specified in Exhibit “A”.

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of July 1, 2020 through June 30, 2023 and extend the agreements on a yearly basis for up to two additional years unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document’s date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

[Signature]

Printed name

[Redacted]

Tax ID#

Date

Title

FORM:

Cara E. Silver, Interim City Attorney

Date

Starla Jerome-Robinson, City Manager

Date

Judi A. Herren, City Clerk

Date

CC Rev 20200301
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit A-1, Scope of Services - Hourly Rates. This compensation shall be based on the rates described in Exhibit A-1. All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such amount as approved by CITY. As each payment is due, FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. Payment shall be for the invoice amount or such other amount as approved by the CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such
supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.

### A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount.

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
5. SCHEDULES OF COMPENSATION

Standard Schedule of Compensation 2020 San Jose & Burlingame

General

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

Hourly Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$210/hour</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$192/hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$182/hour</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$161/hour</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$156/hour</td>
</tr>
<tr>
<td>Project Manager 1</td>
<td>$138/hour</td>
</tr>
<tr>
<td>Project Manager 2</td>
<td>$149/hour</td>
</tr>
<tr>
<td>Job Captain</td>
<td>$138/hour</td>
</tr>
<tr>
<td>Designer 1</td>
<td>$130/hour</td>
</tr>
<tr>
<td>Designer 2</td>
<td>$118/hour</td>
</tr>
<tr>
<td>Assistant Designer</td>
<td>$105/hour</td>
</tr>
<tr>
<td>Accounting</td>
<td>$160/hour</td>
</tr>
<tr>
<td>Senior Project Administrator</td>
<td>$121/hour</td>
</tr>
<tr>
<td>Project Administrator</td>
<td>$108/hour</td>
</tr>
</tbody>
</table>

Reimbursable Expenses Rates

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printing and reproductions; postage and delivery, mileage, travel expenses (hotel / food); testing and outside services, and other project related expenses</td>
<td>cost + 15%</td>
</tr>
<tr>
<td>Subconsultant Administration</td>
<td>cost + 10%</td>
</tr>
<tr>
<td>Communications and Insurance Surcharge</td>
<td>2.5% of total fees</td>
</tr>
</tbody>
</table>
STAFF REPORT

City Council
Meeting Date: 6/9/2020
Staff Report Number: 20-116-CC

Consent Calendar: Authorize the city manager to execute master agreements with consulting firms for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering and materials testing services.

Recommendation
Staff recommends that the City Council authorize the city manager to execute three-year master agreements with multiple consulting firms for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering, and materials testing services with options to extend the agreements on a yearly basis for up to two additional years.

Policy Issues
The proposed action is consistent with the City’s purchasing policies. Use of multiyear master agreements assists the timely delivery of capital improvement projects and programs/services to maintain the City’s infrastructure. It also serves as a risk management tool to quickly address emergencies, shifting priorities and staff vacancies. The authorization of these master agreements does not award projects to any of the selected firms; it establishes a pool of resources from which to draw as project needs are identified in the future.

Background
The public works department is responsible for planning, building and maintaining the City’s infrastructure. The department is comprised of engineering, maintenance, and transportation divisions managing projects per the City’s capital improvement program and development service needs. Such projects may include master planning, development permit review, utility upgrades, building and park maintenance, and street and sidewalk repairs. Currently, public works projects are overseen by staff engineers and inspectors, and supplemented with contract consulting services. The role of City surveyor is also currently provided through a master agreement.

Over the years, the City Council has authorized the city manager to execute master agreements with consulting firms to augment staffing resources experiencing higher demand. Master agreements have been established by the City for short-term specialized services such as engineering, surveying, transportation, inspection and materials testing. The City’s current master agreements for engineering and surveying services were last authorized by the City Council in 2012, and expire at the end of fiscal year 2019-20. The last set of transportation master agreements was authorized by the City Council November 13, 2018, and may be extended through fiscal year 2024-25, so is not included in this authorization. On August 20, 2019, the City Council authorized the city manager to execute three-year master agreements for on-call architectural design, cost estimating and mechanical, electrical and plumbing (MEP) design services. While
cost estimating and MEP on-calls are not included in this authorization, staff recognized the need to expand the City’s architectural on-call support after further evaluation of current and projected workloads.

Analysis
Master agreements are an efficient tool for providing technical staff support and shorten the time needed to identify qualified firms while adhering to City purchasing policies. This enables the City to more quickly respond to needs by utilizing these consulting firms’ services on an as-needed basis for a specific activity. These services are temporary, and obtained only for the length of time needed to complete the tasks.

Master agreements that involve on-call professional services only provide a list of qualified and vetted consulting firms. Once a master agreement is in place with the listed firms, staff interacts with these firms on an as-needed basis to find the most appropriate level of expertise and knowledge to carry out a specific task. Once a specific firm from the list is identified for the temporary work, the City solicits cost information about the task(s) requested and establishes a purchase order for a not-to-exceed amount from a funding source as included in the annual budget.

The master agreement includes the same language as the City’s standard services contract and requires the consultant to provide proof of insurance and to hold the City harmless for the work performed. The agreements will be for three years with an option to extend yearly for up to two additional years.

On April 13, the City issued a request for qualifications (RFQ) for on-call architectural, landscape architectural, civil engineering, construction inspection, municipal engineering, and materials testing services to develop a list of firms to replace those with expiring master agreements. On May 14, the City received 74 submittals in response to the RFQ as summarized below:

<table>
<thead>
<tr>
<th>Table 1: Response to the RFQ</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-call service</td>
</tr>
<tr>
<td>-------------------------</td>
</tr>
<tr>
<td>Architectural</td>
</tr>
<tr>
<td>Landscape architectural</td>
</tr>
<tr>
<td>Civil engineering</td>
</tr>
<tr>
<td>Construction inspection</td>
</tr>
<tr>
<td>Municipal engineering</td>
</tr>
<tr>
<td>Materials testing</td>
</tr>
</tbody>
</table>

1. Rates range from administrative to principal staff

A selection committee of staff members divided into groups of three to rank proposals by type of on-call service. Upon review, staff identified firms that would best provide the range of specialties for each on-call service. Finalists were chosen based on a number of selection criteria including fee schedule, work methodology, overall proposal quality, availability to work, familiarity with the City of Menlo Park, and previous staff experience, amongst others. Each panelist provided their top choices per this criteria. A follow up meeting was established for group consensus before finalizing the on-call list in the event of discrepancies. Staff recommends entering into agreements with the 21 firms identified on the next page. The remaining firms did not advance based on this ranking system.

City of Menlo Park 701 Laurel St., Menlo Park, CA 94025 tel 650-330-6600 www.menlopark.org
Staff Report #: 20-118-CC

Entering master agreements with these firms will help advance funded capital improvement projects. In addition, master agreements will help relieve added workload from staff vacancies and assist project delivery in a timely manner. While these on-call services are meant to be comprehensive for work that is projected through the life of the agreement, it does not preclude the City from issuing project specific requests for future proposals, if desired.

<table>
<thead>
<tr>
<th>Service</th>
<th>Firm</th>
<th>Hourly rates</th>
<th>Type of services (illustrative)</th>
</tr>
</thead>
</table>
| Architectural      | Noll & Tam          | $110-240     | • Preparation of conceptual design drawings  
|                    | Group 4             | $105-320     | • Master planning and feasibility studies  
|                    | Ten Over Studio     | $75 - 200    | • Compliance report with state or federal guidelines  
|                    | KPA Group           | $95 - 280    | • Historic building preservation and restoration  
|                    |                     |              | • Building program development                   |
|                    |                     |              | • Space needs studies / interior design                                         |
|                    |                     |              | • Architectural design drawings and specifications                                      |
|                    |                     |              | • Public meeting presentations                                                               |
|                    |                     |              | • Building permitting assistance                                                           |
|                    |                     |              | • Construction administration services                                                    |
| Landscape          | Callander Assoc.    | $108-210     | • Preparation of conceptual design drawings                                                  |
| architectural      | Gates + Assoc.      | $90 - 220    | • Master planning and feasibility studies                                                      |
|                    | PGAdesign           | $128-235     | • Compliance report with state or federal guidelines                                         |
|                    | BFS                 | $80 - 215    | • Historic landscape preservation and restoration                                            |
|                    |                     |              | • Landscape design drawings and specifications                                              |
|                    |                     |              | • Public meeting presentations                                                               |
|                    |                     |              | • Construction administration services                                                      |
| Civil              | BKF                 | $70 - 251    | • Master planning                                                                        |
| engineering        | Freyer & Laureta    | $85 - 230    | • Land surveying services                                                                  |
|                    | IEC                 | $80 - 260    | • Prepare mapping documents                                                                |
|                    | Schaaf & Wheeler    | $130-250     | • Civil design                                                                           |
|                    |                     |              | • Civil construction drawings and specifications                                           |
|                    |                     |              | • Construction administration services                                                     |
| Construction       | 4Leaf               | $92 - 220    | • Assist in review of construction documents                                                |
| inspection         | Starbuilder         | $90 - 120    | • Construction administration                                                              |
|                    | Swinerton           | $86 - 220    | • Inspection services for construction projects                                             |
| Municipal          | Bureau Veritas      | $125-190     | • City surveyor services                                                                   |
| engineering        | CSG                 | $130-330     | • Plan check for construction documents                                                      |
|                    | Rey                 | $102-600     | • Building/encroachment permit assistance                                                   |
|                    |                     |              | • Construction and project management duties                                                |
|                    |                     |              | • Staff augmentation support                                                               |
| Materials          | Construction Testing| $90-500      | • Soils, subbase and geotechnical testing                                                   |
| testing            | BAGG                | $75-250      | • Asphalt / concrete testing                                                               |
|                    | Ninyo & Moore       | $80-185      | • Exploratory drilling and testing                                                          |
|                    |                     |              | • Others as required per Caltrans standards or per project contract                        |

Impact on City Resources
The authorization of these master agreements would not result in a direct expenditure of City resources. Tasks would be assigned through the master agreements to meet the needs and demands identified for each future fiscal year through the adoption of the annual budget and capital improvement program.
Staff Report #: 20-118-CC

The contract amount for services would be identified for each project, depending on the scope of work/services, the number and type of professionals/technicians used, and the level of community engagement needed. The hourly rates for services typically range from $60 to $500 per hour, depending on the area of expertise and experience required to deliver the best products. The costs of these services are budgeted in the program or capital project for which the services are needed. No additional appropriations are being requested at this time.

Environmental Review
This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice
Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments
None.

Report prepared by:
Michael Fu, Senior Civil Engineer

Report reviewed by:
Chris Lamm, Assistant Public Works Director
# Certificate of Liability Insurance

**Date:** 7/9/2020

**Producer:** Dealey, Renton & Associates  
P. O. Box 12675  
Oakland CA 94604-2675

**Insured:** Callander Associates  
Landscape Architecture, Inc.  
12160 Tributary Point Drive, Suite 140;  
Gold River CA 95670-4259

**Contact Name:** Doris A. Chambers  
**Phone (AC, No. Ext):** 510-465-3000  
**Fax (AC, No.):** N/A  
**Email Address:** dcchambers@dealeyrenton.com

**Certificate Number:** 1236127534  
**Revision Number:** N/A

## Coverages

**Insured**  
**Insurers Affording Coverage**  
**Naic #**

<table>
<thead>
<tr>
<th>Insured</th>
<th>Insurer A</th>
<th>Insurer B</th>
<th>Insurer C</th>
<th>Insurer D</th>
<th>Insurer E</th>
<th>Insurer F</th>
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<td>CALLANDER</td>
<td>Argonaut Insurance Company</td>
<td>Twin City Fire Insurance Company</td>
<td>HARTFORD INSURANCE COMPANY</td>
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</table>

## Description of Operations/Locations/Vehicles (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

**General Liability/Automobile Liability Additional Insured:** City of Menlo Park, and its subsidiary agencies, and their officers, agents, employees and servants are named as Additional Insured as respects General Liability and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. 30 Day Notice of Cancellation.

## Certificate Holder

**City of Menlo Park**  
701 Laurel St  
Menlo Park CA 94025

**Cancellation:** 30 Days Notice of Cancellation

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.**

**Authorized Representative:**

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ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;
(b) In connection with your premises owned by or rented to you; or
(c) In connection with "your work" and included within the "products completed operations hazard", but only if
   (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
   (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
(b) Primary And Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.
Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing
If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation
If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 09 09
HIRED AUTO AND NON-OWNED AUTO
B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are “insureds”:
d. Anyone liable for the conduct of an "insured", but only to the extent of that liability
EXTENDED OPTIONS

1. Employers’ Liability Insurance
   
   Item 3.B. of the Information Page is replaced by the following:

   B. Employers’ Liability Insurance:

   1. Part Two of the policy applies to work in each state listed in Item 3.A.

   The Limits of Liability under Part Two are the higher of:

   **Bodily Injury by Accident**  $500,000  Each Accident
   **Bodily Injury by Disease**  $500,000  Policy Limit
   **Bodily Injury by Disease**  $500,000  Each Employee

   OR

   2. The amount shown in the Information Page.

   This provision 1 of EXTENDED OPTIONS does not apply in New York because the Limits Of Our Liability are unlimited.

   In this provision the limits are changed from $500,000 to $1,000,000 in California.

2. Unintentional Failure to Disclose Hazards

   If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

   A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

   This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

   B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers’ Liability Reimbursement

   A. How This Reimbursement Applies

   This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

   1. The bodily injury must be sustained by an officer or employee.

   2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1, of this provision.

   3. Bodily injury by accident must occur during the policy period.

   4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee’s last exposure to those conditions of your employment must occur during the policy period.

   B. We Will Reimburse

   We will reimburse you for all amounts paid by you whether such amounts are:

   1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers’ compensation law of the state of hire of the individual employee.

   2. sums to which Part Two (Employers’ Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

   C. Exclusions

   This insurance does not cover:

   1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.

   2. any obligation imposed by a workers’ compensation or occupational disease law, or similar law.

   3. bodily injury intentionally caused or aggravated by you.