

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Callander Associates Landscape Architecture, Inc., a California Corporation ("Consultant").

**R E C I T A L S**

A. City desires to obtain public outreach communications, community engagement, preliminary engineering/architectural design, and optional environmental services in connection with the Hopper Avenue Corridor Fire Recovery Improvements Project.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

**2. COMPENSATION**

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for

the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of four hundred sixty-six thousand, seven hundred sixty-four dollars and no cents. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17655.

### **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### **4. INDEMNITY**

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section

17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

## **6. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

## **7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing

first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Chris Balanesi  
City of Santa Rosa TPW  
69 Stony Circle  
Santa Rosa, CA 95401  
cbalanesi@srcity.org  
(707) 543-3914

Consultant Representative:

Brian Fletcher  
Callander Associates Landscape Architecture, Inc.  
1633 Bayshore Highway, Suite 133  
Burlingame, CA 94010  
[bfletcher@callanderassociates.com](mailto:bfletcher@callanderassociates.com)  
(650) 375-1313

## 8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

## **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **10. SUCCESSORS AND ASSIGNS**

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **11. TERM, SUSPENSION, TERMINATION**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

## **12. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2024.

### 13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

### 14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

### 15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes  no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## **16. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **17. CONSULTANT INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **18. MISCELLANEOUS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State



of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

## **20. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

Callander Associates Landscape Architecture, Inc.: \_\_\_\_\_

**CITY OF SANTA ROSA**

a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signatures of Authorized Persons:*

APPROVED AS TO FORM:

By: *Brian Fletcher*  
Brian Fletcher (Jan 16, 2022 10:53 PDT)

\_\_\_\_\_  
Office of the City Attorney

Print Name: Brian Fletcher

Title: President

ATTEST:

By: *Benjamin Woodside*  
Benjamin Woodside (Jan 15, 2022 10:01 PDT)

\_\_\_\_\_  
City Clerk

Print Name: Benjamin Woodside

Title: Secretary

City of Santa Rosa Business Tax Cert. No. 06521817

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICES AGREEMENTS**

**A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# Exhibit A

## Scope of Services

## Scope of Work

Hopper Avenue Corridor Improvements

Callander Associates Landscape Architecture, Inc. (CALA)

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. **At each major milestone in the process CALA will evaluate the consensus building progress with city staff to determine if there is any opportunity for scope reduction of pending tasks without having an adverse effect on the project.**

### **1.0 PROJECT INITIATION**

- 1.01 **Startup Meeting:** Prepare for and facilitate an initial meeting with city staff and design team to review overall project objectives, approach, management and schedule, participation plan components/goals/objectives, key concerns and other aspects of the project. Prepare **meeting agenda** and a **meeting summary**.
- 1.02 **Project Management:** Initiate management protocols including **bi-weekly phone conferences** to discuss project status, **agendas** provided in advance of each meeting, **meeting summaries** within two days of each meeting, and **project schedule** monitored and adjusted as necessary throughout process to ensure milestone dates are met.
- 1.03 **Participation Plan Development:** AIM will create, develop and present a **Public Participation Plan** with the overall goal to 1) engage as many of the residents, community-based organizations, and other stakeholders in the community as possible; and 2) provide information to the community regarding the objective of the Project and clearly describe the impacts and benefits and timing of its implementation; and 3) provide opportunities for community members and other key stakeholders to give input on the process, design, and neighborhood compatibility. **Public presentation materials (agenda's, questionnaires, surveys, and presentation graphics) will be prepared in both English and Spanish except the website which will only be in English to be consistent with the City's website. Spanish translation will be provided at the community open houses.**
- 1.04 **Stakeholder Database and Communication:** AIM will develop and maintain a stakeholder database throughout the project's duration. The database will include stakeholder name, contact information as well as the preferred method of contact. AIM will work with the city and project team to identify key stakeholders, which will include but are not limited to renters, homeowners, neighborhood and community groups, CBO, schools, youth and parents within the project area.
- 1.05 **Project Branding:** Work with city staff to develop a unique project branding strategy that would be consistent with city branding identity standards. The goal would be to create a distinctive project look for all printed and online collateral related to the project. This may include project logo, color palette, fonts, and other attributes. Submit **draft project branding strategy** for review, obtain feedback, and incorporate revisions into all subsequent materials.
- 1.06 **Background Information and Topographic Survey:** Obtain and review reference information provided by the city for use in preliminary design efforts including topographic survey, boundary, and easement information. Endeavor to identify missing or required information.

- 1.07 **Site Investigation:** Conduct an existing conditions assessment/site visit of the project area, including, but not limited to streetscape features, pedestrian and transit facilities, bicycle network, urban forest, approximate roadway width and speed limits, and intersection layout. Photograph site for studio and presentation purposes.
- 1.08 **Existing Condition Plan:** Summarize findings from above graphically within an **existing condition plan** to illustrate site conditions and context. Compile information and prepare project base sheets. Plan will include land use, existing parking locations, existing urban forest, vehicular travel lanes, bicycle facilities, sidewalks, crosswalks, bus routes, stops, and circulation, key opportunity sites, congestion areas, destinations, gaps in amenities, potential social spaces, crossing locations, etc.
- 1.09 **Inspiration Images:** Compile a list of major streetscape categories that illustrate the range of opportunities. Format images and prepare a series of **inspiration image boards** that facilitate better understanding of opportunities and help engage community members in meaningful prioritization exercises during the open houses.
- 1.10 **Project Webpage:** AIM will develop a **project specific webpage** and will prepare accurate and timely updates to inform the community-at-large of important project information and opportunities to provide input throughout the project. Community members will be able to access project information and provide input through interactive surveys. Provide a link to the draft webpage for city review and input prior to going live publicly.
- 1.11 **Notifications:** Prepare **project postcard** prior to each community event containing a combination of graphic images and **bilingual** text information about the project and the community involvement process, including dates/locations/times, to maximize attendance. Flyer shall be reformatted and utilized for social media postings and other collateral. Where applicable, submit camera ready originals for reproduction and distribution by city staff. Postage and mailing to be provided by the city.
- 1.12 **Review Meeting:** Review the above information with City staff. Obtain feedback and prepare written **meeting summary**. Make minor revisions based on City input.

## **2.0 COMMUNITY ENGAGEMENT AND CONSENSUS BUILDING**

- 2.01 **Outreach Initiation:** Initiate outreach notifications and update throughout the process based upon upcoming meetings and project updates. Elements include project specific website go-live, meeting notifications and flyers, and social media postings.
- 2.02 **Community Survey #1:** AIM will develop and create one project survey using the City's online engagement platform for a broader and controlled reach of targeted residents and stakeholders. **The survey will mimic the information to be presented during the Open House #1 and will provide options for those not able to attend in person.** AIM will work with the city to assist with providing awareness for both the survey and will develop a list of community-based organizations to partner with the promotion of community surveys. AIM will compile survey responses and write a **summary** including direct comments.
- 2.03 **Community Workshop/Open House #1:** The intent of the first community workshop is to inspire participants to share their vision for the Hopper Avenue corridor, introduce project and process, educate on opportunities, and obtain initial input on project components, likes and dislikes, etc. If covid protocols allow, we will prepare an in person four-hour open house format workshop to include interactive prioritization exercises, design your

street charrette station, and other input generating stations. Exercises will utilize a combination of agendas, questionnaires, PowerPoint, and printed graphic materials. Translation services for materials and event shall be provided. If in person meetings are not possible we will prepare for an online version of the same. Prepare **workshop materials** and **meeting summary** including direction for preliminary design alternatives.

- 2.04 **Preliminary Design Alternatives:** Based upon the above, identify up to three locations along the corridor to illustrate potential design alternatives. For each location proceed to prepare up to two color rendered illustrative **plan vignettes** at 20 scale (six total) and two ¼ scale photo-realistic **cross sections** (six total) to illustrate various roadway configurations and complete streets features at multiple locations. Compile example **images** as appropriate to illustrate potential improvements. Highlight the pro's and con's of each alternative to further illustrate differences between plans.
- 2.05 **Opinion of Preliminary Construction Cost Estimate:** Develop a high-level **estimate** for each alternative.
- 2.06 **Review Meeting:** Review the above information with City staff. Obtain feedback and prepare written **meeting summary**. Revise materials where prudent and provide meeting notifications and project updates as described in other tasks.
- 2.07 **Community Survey #2:** AIM will develop and create one project survey using the City's online engagement platform for a broader and controlled reach of targeted residents and stakeholders. The survey will mimic the information to be presented during the Open House #2 and will provide options for those not able to attend in person. AIM will work with the city to assist with providing awareness for both the survey and will develop a list of community-based organizations to partner with the promotion of community surveys. AIM will compile survey responses and write a **summary** including direct comments.
- 2.08 **Community Workshop/Open House #2:** Present the above information in a single open house. Review alternatives prepared and facilitate feedback. Develop ranking system to evaluate community likes and dislikes with each alternative. Provide written **workshop report**. Translation services for materials and event shall be provided.
- 2.09 **Preferred Design Alternative:** Based upon feedback gathered during the above, proceed to refine designs and prepare a preferred design package to consist of the following;
- a. Preferred streetscape plan at 1" = 50' scale illustrating improvements for the entire project area.
  - b. Up to three revised streetscape enlargements at 20 scale.
  - c. Up to three photo realistic streetscape cross sections to illustrate improvements.
- 2.10 **Opinion of Preliminary Construction Cost Estimate:** Develop a high-level **estimate** for the preferred alternative.
- 2.11 **Visual Simulations:** Proceed to develop up to two computer generated **visual simulations** (perspectives) of the proposed corridor. Images such as these provide community members and decision makers a better understanding of the proposed improvements as well as support potential grant applications in the future.



- 2.12 **Review Meeting:** Review the above information with city staff. Obtain feedback and prepare written **meeting summary**. Revise materials where prudent and provide meeting notifications and project updates as described in other tasks.
- 2.13 **Community Survey #3 (Optional):** AIM will develop and create one project survey using the City's online engagement platform for a broader and controlled reach of targeted residents and stakeholders. The survey will mimic the information to be presented during the Open House #3 and will provide options for those not able to attend in person. AIM will work with the city to assist with providing awareness for both the survey and will develop a list of community-based organizations to partner with the promotion of community surveys. AIM will compile survey responses and write a **summary** including direct comments.
- 2.14 **Community Workshop/Open House #3:** Present the above information in a single open house. Review preferred plan and supporting materials and facilitate feedback. Provide written **workshop report**. Translation services for materials and event shall be provided.
- 2.15 **Boards, Commissions and/or Council (Optional):** Allow for a single review meeting with a decision-making body at the discretion of City staff.

### **3.0 ENVIRONMENTAL ASSESSMENT & DOCUMENTATION**

- 3.01 **Environmental Review:** WRA will work closely with the design team to evaluate the preferred design alternative against California Environmental Quality Act (CEQA) criteria to determine the level of CEQA review required. The primary environmental constraint along the Hopper Avenue corridor is the unlined ditch located immediately east of Piner Creek which is within the jurisdiction of the RWQCB, Army Corps, and potentially CDFW. Avoidance of this ditch by the preferred design alternative would likely qualify the project for a CEQA Categorical Exemption (CE) and avoid the need for a CEQA Mitigated Negative Declaration (MND). WRA will also assist with identifying appropriate environmental commitments for the project description to preclude the need for mitigation measures that could potentially trigger an exception to a Categorical Exemption. This proposal assumes the City would prepare the CE. WRA will prepare a **summary memo** for this task.

As an **optional task**, WRA will prepare a MND for the project which will be supported by a biological resources technical report and a cultural resources report. If the preferred design alternative requires improvements within the unlined ditch then WRA will assist with regulatory permitting compliance which includes: a pre-application meeting with the RWQCB, wetland delineation, Army Corps Nationwide Permit, RWQCB Section 401 Water Quality Certification, and CDFW Lake and Streambed Alteration Agreement.

### **4.0 DESIGN BUILD STRATEGY AND PRELIMINARY ENGINEERING**

- 4.01 **Bridging Documentation Kick-off Meeting:** Prepare for and facilitate a single bridging document kick-off meeting with city staff and design team to review the preferred design plan and strategies, standards, and schedule. Prepare **meeting agenda** and **meeting summary**.
- 4.02 **Draft Bridging Documents:** Based upon the above proceed to prepare preliminary drawings for the improvements that can be used as **bridging documents**. The bridging documents shall include;
- a. Title Sheet
  - b. Existing Conditions Plan

- c. Preliminary grading plan – indicating preliminary elevations along curbs, ramps, and separated sidewalks along with preliminary stormwater treatment measures (stormwater LID report not included but improvements will be graphically shown and appropriately sized)
  - d. Preliminary site construction, signage, and striping plan – curb, gutter and sidewalk alignments, anticipated modifications to existing utilities (including water services and backflow prevention devices in strategic locations to serve the landscape improvements), and striping
  - e. Cross Sections – typical cross sections in specific areas if needed to communicate design intent (street profiles are not anticipated)
  - f. Preliminary Irrigation Plan – indicating materials list, points of connection, and irrigation zones
  - g. Preliminary Planting Plan – indicating plant list, tree locations and planting areas
  - h. Preliminary Construction Details – illustrating proposed standard details and design level details for custom features
- 4.03 **Specifications:** Provide updates to applicable city standard technical specification sections and submit project **specifications**.
- 4.04 **Opinion of Preliminary Construction Cost Estimate:** Develop a high-level **estimate** based upon the draft bridging documents.
- 4.05 **Review Meeting:** Review the above information with City staff. Obtain feedback and prepare written **meeting summary**.
- 4.06 **Final Bridging Document Package:** Based upon the above feedback, proceed to refine drawings, specifications, and estimate and submit **final bridging document package** in electronic format to city for use in design build RFP.
- 4.07 **Project Documentation:** Provide support information required for the city to submit for applicable Federal Grants.
- 4.08 **Bid Period Support:** Provide bid period support to the city and an as requested basis. Services may include attending a pre-bid meeting, responding to RFI, issuing addendums, and evaluating bid results.
- 4.09 **Board Meeting (Optional):** Allow for the preparation and participation in a single Board meeting and/or Council meeting at the discretion of the City.

## **5.0 ONGOING SUPPORT**

- 5.01 **Email Updates Through Construction:** Prepare a **template** utilizing project branding that could be utilized for ongoing email updates throughout construction. Provide template to city and design build team. It will be more efficient for the design build team to provide updates during this process and the template will allow for consistency of materials.

**Preliminary Project Schedule**  
Hopper Avenue Corridor Improvement Project



Project: P2851\_SCH\_Rev1.mpp  
Date: Tue 05/24/22

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

Exhibit B

Compensation

**Overall**

Based on the "Scope of Work" prepared by Callander Associates (as part of our proposal), and the "Task Matrix" dated May 24, 2022 we have prepared the following summary of compensation. All fees are hourly, not to exceed unless otherwise noted. CALA will be the prime consultant on the project with the following subconsultants:

BKF Engineers - civil

AIM Consulting - outreach

WRA Environmental Consultants - environmental

**Basic Services**

		CA	BKF	WRA	AIM	Totals
Task 1	Project Initiation	\$ 35,868.00	\$ 17,050.00	\$ -	\$ 20,423.00	\$73,341.00
Task 2	Community Engagement and Consensus Building	\$ 74,566.00	\$ 14,300.00	\$ -	\$ 33,077.00	\$121,943.00
Task 3	Environmental Assessment & Documentation	\$ 1,584.00	\$ 1,650.00	\$ 7,191.00	\$ -	\$10,425.00
Task 4	Design Build Strategy and Preliminary Engineering	\$ 34,406.00	\$ 55,550.00	\$ -	\$ -	\$89,956.00
Task 5	Ongoing Support	\$ 1,626.00	\$ -	\$ -	\$ -	\$1,626.00
	reimbursable expenses (allowance)	\$ 9,300.00	\$ -	\$ -	\$ -	\$9,300.00
	<b>Total Fees</b>	<b>\$ 157,350.00</b>	<b>\$ 88,550.00</b>	<b>\$ 7,191.00</b>	<b>\$ 53,500.00</b>	<b>\$306,591.00</b>

**Total Basic Services**

**\$306,591.00**

Task 2.13	Community Survey #3	\$ 566.00	\$ -	\$ -	\$ 3,212.00	\$3,778.00
Task 3.01	Mitigated Negative Declaration	\$ -	\$ -	\$ 110,968.00	\$ -	\$110,968.00
Task 4.09	Board Meeting (1)	\$ 2,994.00				\$2,994.00
	<b>Total Optional Services</b>	<b>\$ 3,560.00</b>	<b>\$ -</b>	<b>\$ 110,968.00</b>	<b>\$ 3,212.00</b>	<b>\$117,740.00</b>

**Subtotal Basic + Optional Services**

**\$424,331.00**

**Contingency 10%**

**\$42,433.00**

**Contract Total**

**\$466,764.00**

All reimbursable expenses, including the communication and insurance surcharge noted on our Standard Schedule of Compensation dated 2022(Burlingame and San Jose), would be invoiced as a separate line item.

**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

**Task Matrix**  
Hopper Avenue Corridor Improvements  
May 24, 2022

Phase	Description	Callender Associates' Personnel and Rates												CA Fees \$	BKf Subconsultant Fees \$	WRA Subconsultant \$	AMM Subconsultant \$	
		Principal @ \$226	Proj Manager 1 @ \$170	Designer 1 @ \$139	Administrator @ \$116	Construction Man. @ \$173	hrs	\$	hrs	\$	hrs	\$	hrs					\$
<b>1.0</b>	<b>Project Initiation</b>																	
1.01	Startup Meeting	6.0	\$ 1,356.00	8.0	\$ 1,360.00	-	\$ -	2.0	\$ 232.00	-	\$ -	16.0	\$ 2,948.00	\$ 2,000.00	\$ -	\$ -	\$ -	
1.02	Project Management	6.0	\$ 1,356.00	30.0	\$ 5,100.00	-	\$ -	6.0	\$ 696.00	-	\$ -	42.0	\$ 7,152.00	\$ 5,000.00	\$ -	\$ -	\$ -	
1.03	Participation Plan Development	1.0	\$ 226.00	2.0	\$ 340.00	-	\$ -	-	\$ -	-	\$ -	3.0	\$ 566.00	\$ -	\$ -	\$ -	\$ 7,242.86	
1.04	Stakeholder Database and Communication	1.0	\$ 226.00	2.0	\$ 340.00	-	\$ -	-	\$ -	-	\$ -	3.0	\$ 566.00	\$ -	\$ -	\$ -	\$ 5,540.31	
1.05	Project Branding	2.0	\$ 452.00	6.0	\$ 1,020.00	16.0	\$ 2,224.00	-	\$ -	-	\$ -	24.0	\$ 3,696.00	\$ -	\$ -	\$ -	\$ -	
1.06	Background Information and Topographic Survey	2.0	\$ 452.00	2.0	\$ 340.00	-	\$ -	-	\$ -	-	\$ -	4.0	\$ 792.00	\$ 2,500.00	\$ -	\$ -	\$ -	
1.07	Site Investigation	6.0	\$ 1,356.00	8.0	\$ 1,360.00	12.0	\$ 1,668.00	-	\$ -	-	\$ -	26.0	\$ 4,384.00	\$ 2,000.00	\$ -	\$ -	\$ -	
1.08	Existing Conditions Plan	1.0	\$ 226.00	8.0	\$ 1,360.00	22.0	\$ 3,058.00	-	\$ -	-	\$ -	31.0	\$ 4,644.00	\$ 4,000.00	\$ -	\$ -	\$ -	
1.09	Inspiration Images	1.0	\$ 226.00	4.0	\$ 680.00	12.0	\$ 1,668.00	-	\$ -	-	\$ -	17.0	\$ 2,574.00	\$ -	\$ -	\$ -	\$ -	
1.10	Project Webpage	1.0	\$ 226.00	2.0	\$ 340.00	-	\$ -	-	\$ -	-	\$ -	3.0	\$ 566.00	\$ -	\$ -	\$ -	\$ 5,783.62	
1.11	Notifications	2.0	\$ 452.00	8.0	\$ 1,360.00	16.0	\$ 2,224.00	-	\$ -	-	\$ -	26.0	\$ 4,036.00	\$ -	\$ -	\$ -	\$ -	
1.12	Review Meeting	6.0	\$ 1,356.00	8.0	\$ 1,360.00	8.0	\$ 1,112.00	1.0	\$ 116.00	-	\$ -	23.0	\$ 3,944.00	\$ -	\$ -	\$ -	\$ -	
	<b>SUBTOTAL 1.0</b>	<b>35.0</b>	<b>\$ 7,910.00</b>	<b>88.0</b>	<b>\$ 14,760.00</b>	<b>86.0</b>	<b>\$ 11,954.00</b>	<b>9.0</b>	<b>\$ 1,044.00</b>	<b>-</b>	<b>\$ -</b>	<b>218.0</b>	<b>\$ 35,848.00</b>	<b>\$ 15,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,564.79</b>	
	Subconsultant Administration												<b>10%</b>	<b>\$ 1,550.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,856.68</b>	
<b>2.0</b>	<b>Community Engagement and Consensus Building</b>																	
2.01	Outreach Initiation	-	\$ -	4.0	\$ 680.00	-	\$ -	2.0	\$ 232.00	-	\$ -	6.0	\$ 912.00	\$ -	\$ -	\$ -	\$ -	\$ -
2.02	Community Survey #1	1.0	\$ 226.00	2.0	\$ 340.00	-	\$ -	-	\$ -	-	\$ -	3.0	\$ 566.00	\$ -	\$ -	\$ -	\$ 2,919.92	
2.03	Community Workshop/Open House #1	12.0	\$ 2,712.00	16.0	\$ 2,720.00	24.0	\$ 3,336.00	2.0	\$ 232.00	-	\$ -	54.0	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 8,074.85	
2.04	Preliminary Design Alternatives	8.0	\$ 1,808.00	24.0	\$ 4,080.00	64.0	\$ 8,896.00	-	\$ -	-	\$ -	96.0	\$ 14,784.00	\$ 3,000.00	\$ -	\$ -	\$ -	
2.05	Opinion of Preliminary Construction Cost Est.	2.0	\$ 452.00	12.0	\$ 2,040.00	12.0	\$ 1,668.00	-	\$ -	4.0	\$ 692.00	30.0	\$ 4,852.00	\$ 2,000.00	\$ -	\$ -	\$ -	
2.06	Review Meeting	6.0	\$ 1,356.00	8.0	\$ 1,360.00	12.0	\$ 1,668.00	1.0	\$ 116.00	-	\$ -	27.0	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	
2.07	Community Survey #2	1.0	\$ 226.00	2.0	\$ 340.00	-	\$ -	-	\$ -	-	\$ -	3.0	\$ 566.00	\$ -	\$ -	\$ -	\$ 2,919.92	
2.08	Community Workshop/Open House #2	8.0	\$ 1,808.00	16.0	\$ 2,720.00	22.0	\$ 3,058.00	2.0	\$ 232.00	-	\$ -	48.0	\$ 7,818.00	\$ 2,000.00	\$ -	\$ -	\$ 8,074.85	
2.09	Preferred Design Alternative	4.0	\$ 904.00	16.0	\$ 2,720.00	40.0	\$ 5,540.00	-	\$ -	-	\$ -	60.0	\$ 9,180.00	\$ 3,000.00	\$ -	\$ -	\$ -	
2.10	Opinion of Preliminary Construction Cost Est.	1.0	\$ 226.00	6.0	\$ 1,020.00	6.0	\$ 834.00	2.0	\$ 232.00	2.0	\$ 346.00	17.0	\$ 2,688.00	\$ 2,000.00	\$ -	\$ -	\$ -	
2.11	Visual Simulations	4.0	\$ 904.00	4.0	\$ 680.00	24.0	\$ 3,336.00	-	\$ -	-	\$ -	32.0	\$ 4,920.00	\$ -	\$ -	\$ -	\$ -	
2.12	Review Meeting	6.0	\$ 1,356.00	8.0	\$ 1,360.00	12.0	\$ 1,668.00	1.0	\$ 116.00	-	\$ -	27.0	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	
2.14	Community Workshop/Open House #3	8.0	\$ 1,808.00	16.0	\$ 2,720.00	22.0	\$ 3,058.00	2.0	\$ 232.00	-	\$ -	48.0	\$ 7,818.00	\$ -	\$ -	\$ -	\$ 8,074.85	
2.15	Boards, Commission and/or Council	8.0	\$ 1,808.00	4.0	\$ 680.00	-	\$ -	-	\$ -	-	\$ -	12.0	\$ 2,488.00	\$ 1,000.00	\$ -	\$ -	\$ -	
	<b>SUBTOTAL 2.0</b>	<b>69.0</b>	<b>\$ 15,594.00</b>	<b>138.0</b>	<b>\$ 23,460.00</b>	<b>238.0</b>	<b>\$ 35,082.00</b>	<b>12.0</b>	<b>\$ 1,392.00</b>	<b>6.0</b>	<b>\$ 1,038.00</b>	<b>463.0</b>	<b>\$ 74,566.00</b>	<b>\$ 13,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,070.39</b>	
	Subconsultant Administration												<b>10%</b>	<b>\$ 1,300.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,007.04</b>	

**Task Matrix**  
**Hopper Avenue Corridor Improvements**  
 May 24, 2022

Phase		Principal @ \$226		Proj Manager 1 @ \$170		Designer 1 @ \$139		Administrator @ \$116		Construction Man. @ \$173		CA Fees		BKF Subconsultant Fees		WRA Subconsultant		AIM Subconsultant																																																																										
		hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$																																																																							
<b>Callander Associates' Personnel and Rates</b>																																																																																												
<b>3.0</b>	<b>Environmental Assessment &amp; Documentation</b>																																																																																											
3.01	Environmental Review	4.0	\$ 904.00	4.0	\$ 680.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8.0	\$ 1,584.00	1,500.00	\$	6,537.00	\$	-	\$																																																																							
<b>SUBTOTAL 3.0</b>		<b>4.0</b>	<b>\$ 904.00</b>	<b>4.0</b>	<b>\$ 680.00</b>									<b>8.0</b>	<b>\$ 1,584.00</b>	<b>1,500.00</b>	<b>\$</b>	<b>6,537.00</b>	<b>\$</b>																																																																									
Subconsultant Administration		<b>10% \$ 150.00</b>																																																																																										
<b>4.0</b>	<b>Design Build Strategy and Preliminary Engineering</b>																																																																																											
4.01	Bridging Documentation Kick-Off Meeting	6.0	\$ 1,356.00	8.0	\$ 1,360.00	-	\$ -	1.0	\$ 116.00	-	\$ -	15.0	\$ 2,832.00	1,500.00	\$	-	\$	-	\$	-	\$																																																																							
4.02	Draft Bridging Documents	2.0	\$ 452.00	32.0	\$ 5,440.00	52.0	\$ 7,228.00	-	\$ -	4.0	\$ 692.00	90.0	\$ 13,812.00	28,000.00	\$	-	\$	-	\$	-	\$																																																																							
4.03	Specifications	1.0	\$ 226.00	4.0	\$ 680.00	-	\$ -	4.0	\$ 464.00	2.0	\$ 346.00	11.0	\$ 1,716.00	4,000.00	\$	-	\$	-	\$	-	\$																																																																							
4.04	Opinion of Preliminary Construction Cost Est.	1.0	\$ 226.00	4.0	\$ 680.00	4.0	\$ 556.00	2.0	\$ 232.00	-	\$ -	11.0	\$ 1,694.00	2,500.00	\$	-	\$	-	\$	-	\$																																																																							
4.05	Review Meeting	6.0	\$ 1,356.00	8.0	\$ 1,360.00	-	\$ -	2.0	\$ 232.00	-	\$ -	16.0	\$ 2,948.00	1,000.00	\$	-	\$	-	\$	-	\$																																																																							
4.06	Final Bridging Documentation Package	2.0	\$ 452.00	24.0	\$ 4,080.00	24.0	\$ 3,336.00	2.0	\$ 232.00	2.0	\$ 346.00	54.0	\$ 8,446.00	10,000.00	\$	-	\$	-	\$	-	\$																																																																							
4.07	Project Documentation	1.0	\$ 226.00	8.0	\$ 1,360.00	-	\$ -	-	\$ -	-	\$ -	9.0	\$ 1,586.00	2,000.00	\$	-	\$	-	\$	-	\$																																																																							
4.08	Bid Period Support	-	\$ -	4.0	\$ 680.00	-	\$ -	-	\$ -	4.0	\$ 692.00	8.0	\$ 1,372.00	1,500.00	\$	-	\$	-	\$	-	\$																																																																							
<b>SUBTOTAL 4.0</b>		<b>19.0</b>	<b>\$ 4,294.00</b>	<b>92.0</b>	<b>\$ 15,440.00</b>	<b>80.0</b>	<b>\$ 11,120.00</b>	<b>11.0</b>	<b>\$ 1,276.00</b>	<b>12.0</b>	<b>\$ 2,076.00</b>	<b>214.0</b>	<b>\$ 34,406.00</b>	<b>50,500.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>																																																																							
Subconsultant Administration		<b>10% \$ 5,050.00</b>																																																																																										
<b>5.0</b>	<b>Ongoing Support</b>																																																																																											
5.01	Email Updates Through Construction	2.0	\$ 452.00	2.0	\$ 340.00	6.0	\$ 834.00	-	\$ -	-	\$ -	10.0	\$ 1,626.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -																																																																							
<b>SUBTOTAL 5.0</b>		<b>2.0</b>	<b>\$ 452.00</b>	<b>2.0</b>	<b>\$ 340.00</b>	<b>6.0</b>	<b>\$ 834.00</b>					<b>10.0</b>	<b>\$ 1,626.00</b>																																																																															
Subconsultant Administration		<b>10% \$ -</b>																																																																																										
<table border="0" style="width:100%"> <tr> <td style="width:25%;"></td> <td style="width:10%; text-align:center;"><b>hrs</b></td> <td style="width:10%;"></td> <td style="width:10%; text-align:center;"><b>CALA</b></td> <td style="width:10%;"></td> <td style="width:10%; text-align:center;"><b>BKF</b></td> <td style="width:10%;"></td> <td style="width:10%; text-align:center;"><b>WRA</b></td> <td style="width:10%;"></td> <td style="width:10%; text-align:center;"><b>AIM</b></td> </tr> <tr> <td>1.0 Project Initiation</td> <td>218.00</td> <td>\$</td> <td>35,868.00</td> <td>\$</td> <td>17,050.00</td> <td>\$</td> <td>20,423.00</td> <td>\$</td> <td>20,423.00</td> </tr> <tr> <td>2.0 Community Engagement and Consensus Building</td> <td>463.00</td> <td>\$</td> <td>74,566.00</td> <td>\$</td> <td>14,300.00</td> <td>\$</td> <td>-</td> <td>\$</td> <td>33,077.00</td> </tr> <tr> <td>3.0 Environmental Assessment &amp; Documentation</td> <td>8.00</td> <td>\$</td> <td>1,584.00</td> <td>\$</td> <td>1,450.00</td> <td>\$</td> <td>7,191.00</td> <td>\$</td> <td>-</td> </tr> <tr> <td>4.0 Design Build Strategy and Preliminary Engineering</td> <td>214.00</td> <td>\$</td> <td>34,406.00</td> <td>\$</td> <td>55,550.00</td> <td>\$</td> <td>-</td> <td>\$</td> <td>-</td> </tr> <tr> <td>5.0 Ongoing Support Reimbursables</td> <td>0.00</td> <td>\$</td> <td>1,626.00</td> <td>\$</td> <td>-</td> <td>\$</td> <td>-</td> <td>\$</td> <td>-</td> </tr> <tr> <td><b>TOTAL COMPENSATION</b></td> <td><b>903.00</b></td> <td><b>\$</b></td> <td><b>157,350.00</b></td> <td><b>\$</b></td> <td><b>88,550.00</b></td> <td><b>\$</b></td> <td><b>7,191.00</b></td> <td><b>\$</b></td> <td><b>53,500.00</b></td> </tr> </table>																								<b>hrs</b>		<b>CALA</b>		<b>BKF</b>		<b>WRA</b>		<b>AIM</b>	1.0 Project Initiation	218.00	\$	35,868.00	\$	17,050.00	\$	20,423.00	\$	20,423.00	2.0 Community Engagement and Consensus Building	463.00	\$	74,566.00	\$	14,300.00	\$	-	\$	33,077.00	3.0 Environmental Assessment & Documentation	8.00	\$	1,584.00	\$	1,450.00	\$	7,191.00	\$	-	4.0 Design Build Strategy and Preliminary Engineering	214.00	\$	34,406.00	\$	55,550.00	\$	-	\$	-	5.0 Ongoing Support Reimbursables	0.00	\$	1,626.00	\$	-	\$	-	\$	-	<b>TOTAL COMPENSATION</b>	<b>903.00</b>	<b>\$</b>	<b>157,350.00</b>	<b>\$</b>	<b>88,550.00</b>	<b>\$</b>	<b>7,191.00</b>	<b>\$</b>	<b>53,500.00</b>
	<b>hrs</b>		<b>CALA</b>		<b>BKF</b>		<b>WRA</b>		<b>AIM</b>																																																																																			
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<b>Optional Services</b>																																																																																												
2.13	Community Survey #3	1.0	\$ 226.00	2.0	\$ 340.00	-	\$ -	-	\$ -	3.0	\$ 566.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -																																																																							
3.01	Mitigated Negative Declaration	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -																																																																							
4.09	Board Meeting (1)	6.0	\$ 1,356.00	8.0	\$ 1,360.00	2.0	\$ 278.00	-	\$ -	16.0	\$ 2,994.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -																																																																							
<b>SUBTOTAL OPTIONAL SERVICES</b>		<b>7.0</b>	<b>\$ 1,582.00</b>	<b>10.0</b>	<b>\$ 1,700.00</b>	<b>2.0</b>	<b>\$ 278.00</b>			<b>19.0</b>	<b>\$ 3,560.00</b>			<b>10%</b>	<b>\$</b>	<b>100,880.00</b>	<b>\$</b>	<b>2,920.00</b>	<b>\$</b>	<b>2,920.00</b>	<b>\$</b>																																																																							
Subconsultant Administration		<b>10% \$ 292.00</b>																																																																																										









# Professional Services Agreement with Callander Associates Landscape Architecture

Final Audit Report

2022-06-16

Created:	2022-06-16
By:	Aimee Hennessy (AHennessy@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANhAvRcYFUIVACnwg-8GwuWr0GpU5n2KD

## "Professional Services Agreement with Callander Associates Landscape Architecture" History

-  Document created by Aimee Hennessy (AHennessy@srcity.org)  
2022-06-16 - 10:48:06 PM GMT
-  Document emailed to bfletcher@callanderassociates.com for signature  
2022-06-16 - 10:48:52 PM GMT
-  Document emailed to bwoodside@cavalleyoffice.com for signature  
2022-06-16 - 10:48:52 PM GMT
-  Email viewed by bfletcher@callanderassociates.com  
2022-06-16 - 10:49:43 PM GMT
-  Document e-signed by Brian Fletcher (bfletcher@callanderassociates.com)  
Signature Date: 2022-06-16 - 10:53:17 PM GMT - Time Source: server
-  Email viewed by bwoodside@cavalleyoffice.com  
2022-06-16 - 11:07:21 PM GMT
-  Document e-signed by Benjamin Woodside (bwoodside@cavalleyoffice.com)  
Signature Date: 2022-06-16 - 11:07:50 PM GMT - Time Source: server
-  Agreement completed.  
2022-06-16 - 11:07:50 PM GMT