

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

This "Agreement" is made as of this 7th day of May, 2024 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 design and geotechnical engineering services and construction documents for a court renovation project at two existing locations: Howarth Memorial and Galvin Community Parks.

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 three hundred and fourteen thousand three hundred and four dollars \$314,304.00. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 09592.

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:

Scott Wilkinson, Park Planner
55 Stony Point Avenue
Santa Rosa, CA 95401
(707) 543-3953
swilkinson@srcity.org

Consultant Representative:

Ben Woodside, President
1633 Bayshore Hwy Suite 133
Burlingame, CA 94010
(650) 375-1313
bwoodside@callanderassociates.com

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 December 31, 2025.

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 X 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, photostatting, 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) 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 California 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:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: Callander Associates Landscape
Architecture, Inc

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

By: _____

Print Name: Natalie Rogers

Title: Mayor

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: David Rubin

ATTEST:

Title: Principal / Chief Financial Officer

By: _____

City Clerk

Print Name: Benjamin W. Woodside

Title: President

City of Santa Rosa Business Tax Cert. No.

06521817

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

SCOPE OF SERVICES

We propose to complete the following tasks in chronological order, and the items shown in ***boldface-italics*** are deliverables that we would prepare as part of each task.

1.0 PRELIMINARY INVESTIGATION

- 1.01 **Kick-Off Meeting:** Facilitate an in-person kick-off meeting with City staff to discuss project goals, objectives, standards, and schedule. Verify availability of as-built drawings, review process, and other administrative procedures. Prepare a ***meeting agenda*** prior to the meeting and provide a written ***meeting summary*** that documents decisions made during the meeting.
- 1.02 **Document Review:** Review existing as-built drawings for each park and other record information that is provided by the City. Review topographic survey provided by the City. Identify information that will impact the design approach and distribute it to the project team.
- 1.03 **Project Schedule:** Prepare a detailed ***project schedule*** in Microsoft Project that reflects all the project tasks and anticipated construction period. Update the schedule during the design process as warranted, and notify the City if there are delays in any milestones.
- 1.04 **Site Reconnaissance:** Utilizing the topographic survey, perform a site investigation to confirm existing conditions, backcheck the survey, and document significant above grade features. Photograph the site for in-house use during the design process.
- 1.05 **Geotechnical Investigation:** Assess geotechnical conditions and produce a ***geotechnical report*** which addresses design requirements for drainage considerations, subgrade preparation, section design for court sub-slabs, concrete flatwork, and fence, wall, and net post footings. This includes six (6) borings at Howarth and eight (8) borings at Galvin. Underground Service Alert will be notified prior to the boring work, and a permit from Sonoma County will be obtained if required based on the depth of the borings. Borings will be backfilled with soil and capped with cement at existing court surfaces.

2.0 DESIGN DEVELOPMENT

- 2.01 **40% Submittal:** Utilizing the topographic survey and geotechnical recommendations, develop draft construction documents to a 40% level of completion to communicate overall proposed design direction. Improvements will include everything shown in the scoping diagrams provided with the RFP. At Galvin, separate out the two new tennis courts as Additive Alternate #1 and planting and irrigation adjacent to the existing courts as Additive Alternative #2. Plan sheets to be prepared at 1"=20' scale on 22"x34" sheet size utilizing the City's standard title block. Prepare the following documents as part of the 40% submittal package.
 - a. **Cover Sheet:** With a sheet index, vicinity map and location map for each park, general notes, and consultant schedule. (1 sheet)
 - b. **Existing Conditions Plan:** Showing the topographic survey for each park and existing conditions legend. (2 sheets)
 - c. **Demolition / Erosion Control Plan:** For each park, show removal of existing elements, tree protection, and temporary erosion control measures for stormwater pollution prevention during construction, with legend and notes. (2 sheets)
 - d. **Grading and Drainage / Site Utilities Plan:** For each park, with key spot elevations and slope arrows indicating direction of sheet drainage toward existing storm drain facilities. If court reconstruction requires stormwater treatment measures for C.3 compliance, indicate the location and size of new LID features and how they will tie into the existing park drainage system. (2 sheets)

SCOPE OF SERVICES

- e. **Site Construction Plan:** For each park, indicating court reconstruction areas, court resurfacing areas, new court surfacing, striping layout, netting modifications, chain link fencing, site furnishings, ball walls, concrete flatwork, and repair or upgrades to existing perimeter chain link fences or ball walls as needed. The existing accessible parking spaces and path of travel to the courts appears to be compliant at both parks, so we don't anticipate needing to make improvements in those areas. (2 sheets)
- f. **Irrigation Plan:** For each park, with legend, notes, irrigation type, mainline, valve locations, and connection to existing park irrigation system. (2 sheets)
- g. **Landscape Documentation:** Prepare water use calculations that comply with the City's Water Efficient Landscape Ordinance. Provide placeholder information during the 40% design, and wait to perform calculations until the 75% submittal. (1 sheet)
- h. **Planting Plan:** For each park, with plant list, notes, and location of proposed plant material. (2 sheets)
- i. **Construction Details:** Indicating improvements shown on other plan sheets, with City Standard Details where appropriate. (assume 6 sheets)
- j. **Cost Estimate:** For each park, with quantities and costs for individual items of work, based on current construction industry prices. Provide recommendations for value engineering if the project is over budget. Although not requested in the RFP, we recommend assessing costs at this stage in the project in order to confirm how the proposed improvements align with the City's construction budget.
- k. **Technical Specifications:** Prepare first draft specifications in the City's standard format that will be developed further as part of the 75% submittal.

Submit two (2) paper copies and PDF electronic files of the 40% submittal package to the City for review.

- 2.02 **Electrical Assessment:** Investigate the existing court lighting at both parks to determine the adequacy of illumination levels based on industry standards. Provide a **written memo** with recommendations for lighting improvements if deficiencies are found, including options for a central control system to allow remote lighting control. Improvements may include new light poles or upgrades to existing light fixtures. Provide estimated construction costs for the recommended improvements.
- 2.03 **City Review Meeting:** Attend a virtual meeting with City staff to present the 40% submittal and receive comments. Prepare a written **meeting summary** that documents decisions made.

3.0 CONSTRUCTION DOCUMENTS

- 3.01 **75% Submittal:** Based on comments received on the 40% submittal, proceed to develop construction documents (plans and specifications) to a 75% level of completion. Update the cost estimate to reflect the current design. In addition to updating the items included in task 2.01, provide the following:
 - a. **Structural Plan:** With details related to ball walls, tennis court concrete slabs (if conventionally reinforced or post-tensioned), and foundations for light poles, fencing, and court netting.
 - b. **Stormwater LID Report:** Prepare a **stormwater LID report** with calculations and details about proposed stormwater treatment facilities that have been incorporated into the project to meet the goals defined in the City's LID technical design manual.

SCOPE OF SERVICES

- c. **Stormwater Pollution Prevention Plan:** Prepare a SWPPP for construction activities in compliance with the State Water Resources Control Board Construction General Permit, if the project ground disturbance exceeds one acre.

Submit two (2) paper copies and PDF electronic files of the **75% submittal** package to the City for review. Provide **written responses** to City comments.

- 3.02 **City Review Meeting:** Attend a virtual meeting with City staff to review the 75% submittal comments. Prepare a written **meeting summary** that documents decisions made.

- 3.03 **90% Submittal:** Based on comments received on the 75% submittal, proceed to develop construction documents (plans and specifications) to a 90% level of completion. Update the cost estimate to reflect the current design. Provide **structural calculations** for structural items of work. Prepare a **geotechnical plan review letter** that confirms the plans and specifications are in compliance with the recommendations in the geotechnical report.

Submit two (2) paper copies and PDF electronic files of the **90% submittal** package to the City for review. It is anticipated that this submittal will be sent to the Building Division for approval. Provide **written responses** to City comments

- 3.04 **City Review Meeting:** Attend a virtual meeting with City staff to review the 90% submittal comments. Prepare a written **meeting summary** that documents decisions made.

- 3.05 **Final Submittal:** Based on comments received on the 90% submittal, proceed to finalize the construction documents (plans and specifications). It is anticipated that the City will develop the front-end specification documents for public bid. Update the cost estimate to reflect the current design and reformat it to match bid items listed in the bid form.

Submit two (2) stamped and signed paper copies and PDF electronic files of the **final submittal** package to the City and Building Division to backcheck and then advertise the project for public bid. Provide **written responses** to City and Building Division comments. Provide source files in Word and AutoCAD file format for the City's use.

- 3.06 **Electrical Construction Documents:** Develop construction documents for electrical improvements that are identified in the electrical assessment (task 2.02). Electrical plans, specifications, and a cost estimate will be prepared as part of the **75%, 90%, and final submittal** milestones and submitted with the rest of the project documents at those times.

4.0 BIDDING AND CONSTRUCTION SUPPORT

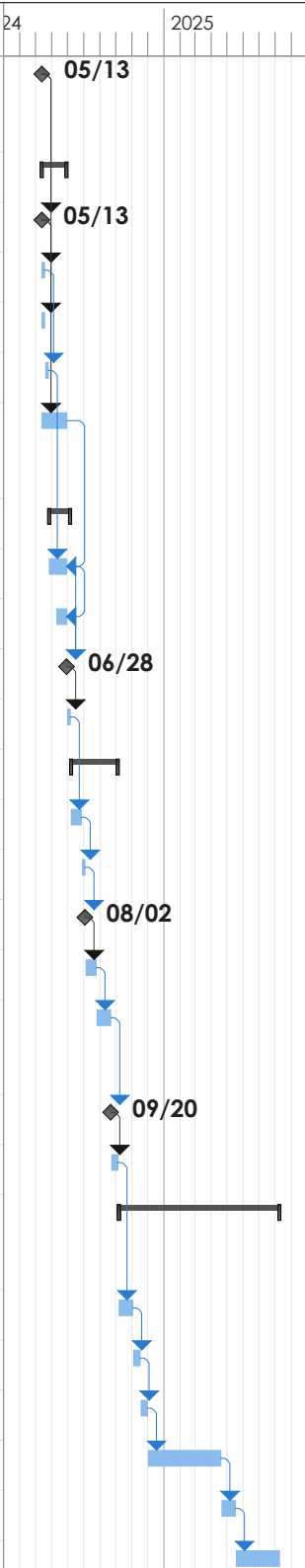
During the bidding and construction period we will provide you with supplemental services to assist your full-time project construction administrator. These services would be provided on an hourly basis as requested. Services include:

- 4.01 **Bid Period Assistance:** Assist City staff in the bidding process and Provide **RFI responses** to bidders' questions.
- 4.02 **Pre-Bid Meeting:** Prepare for and attend a single pre-bid meeting to support the City in presenting the project and plans to interested bidders.
- 4.03 **Addenda:** Prepare **addendum documents** during the bid period to provide drawing and specification clarifications.

SCOPE OF SERVICES

- 4.04 **Bid Analysis Support:** Review contractor bids provided by the City. Review bids for discrepancies and potential oversights and provide feedback to the City.
- 4.05 **Submittal Review:** Submittal Review: Review construction submittals and proposed substitutions as identified in specifications and issue **submittal responses**.
- 4.06 **RFI's and Change Orders:** Review contractor RFIs, and issue **RFI responses** as needed. Assist City staff in processing requests for contractor change orders.
- 4.07 **Progress Meetings / Site Reviews:** Attend virtual weekly construction meetings with the City and contractor throughout the duration of construction. Assume sixteen (16) meetings total. Perform site reviews during construction and prepare **field reports** on construction progress and compliance with design intent, including recommendations for correction of any deficiencies. Assume up to three (3) site reviews
- 4.08 **Substantial Completion:** Attend a substantial completion walk through and issue a **punch list** of deficiencies and outstanding items to correct.
- 4.09 **As-Builts:** Obtain contractor mark-ups and revise the construction documents to incorporate field changes where prudent. Issue **as-builts** to the City for project records.

WORK PLAN (SCHEDULE)

						Project Schedule											
April 15, 2024						Howarth and Galvin Parks Court Renovation											
ID	Task #	Task Name	Duration	Start	Finish												
1		Consultant Notice to Proceed	0 days	Mon 05/13	Mon 05/13												
2	1.0	Preliminary Investigation	35 days	Mon 05/13	Fri 06/28												
3	1.01	Kick-Off Meeting	0 days	Mon 05/13	Mon 05/13												
4	1.02	Document Review	5 days	Mon 05/13	Fri 05/17												
5	1.03	Project Schedule	5 days	Mon 05/13	Fri 05/17												
6	1.04	Site Reconnaissance	5 days	Mon 05/20	Fri 05/24												
7	1.05	Geotechnical Investigation	35 days	Mon 05/13	Fri 06/28												
8	2.0	Design Development	30 days	Mon 05/27	Fri 07/05												
9	2.01	40% Submittal	25 days	Mon 05/27	Fri 06/28												
10	2.04	Electrical Assessment	15 days	Mon 06/10	Fri 06/28												
11	2.05	City Review Meeting	0 days	Fri 06/28	Fri 06/28												
12		Review Period	5 days	Mon 07/01	Fri 07/05												
13	3.0	Construction Documents	65 days	Mon 07/08	Fri 10/04												
14	3.01	75% Submittal	15 days	Mon 07/08	Fri 07/26												
15		Review Period	5 days	Mon 07/29	Fri 08/02												
16	3.02	City Review Meeting	0 days	Fri 08/02	Fri 08/02												
17	3.03	90% Submittal	15 days	Mon 08/05	Fri 08/23												
18		Review Period (includes Bldg. Division)	20 days	Mon 08/26	Fri 09/20												
19	3.04	City Review Meeting	0 days	Fri 09/20	Fri 09/20												
20	3.05	Final Submittal	10 days	Mon 09/23	Fri 10/04												
21	4.0	Bidding and Construction Support	220 days	Mon 10/07	Fri 08/08												
22		Bid Period	20 days	Mon 10/07	Fri 11/01												
23		Contract Award	10 days	Mon 11/04	Fri 11/15												
24		Mobilization	10 days	Mon 11/18	Fri 11/29												
25		Construction Period	5 mons	Mon 12/02	Fri 04/18												
26		Surfacing	20 days	Mon 04/21	Fri 05/16												
27		Post-Construction Maintenance	3 mons	Mon 05/19	Fri 08/08												

FEE MATRIX

Task Matrix
Howarth and Galvin Parks Court Renovation
04/15/2024

		Callander Associates' Personnel and Rates																	
		Principal @ \$250		Proj Manager 1 @ \$187		Designer 1 @ \$154		Administrator @ \$128		Const. Man. @ \$190		CA Fees		BKF Subconsultant Fees	RGH Subconsultant	Aurum Subconsultant Fees	RW Engineers Subconsultant Fees		
Phase	Description	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	\$'s	\$'s	\$'s	\$'s		
1.0	Preliminary Investigation (lump sum)																		
1.01	Kick-off Meeting	6.0	\$ 1,500.00	6.0	\$ 1,122.00	-	\$ -	1.0	\$ 128.00	-	\$ -	13.0	\$ 2,750.00	\$ -	\$ -	\$ -	\$ -		
1.02	Document Review	-	\$ -	4.0	\$ 748.00	4.0	\$ 616.00	-	\$ -	-	\$ -	8.0	\$ 1,364.00	\$ 2,500.00	\$ -	\$ -	\$ -		
1.03	Project Schedule	-	\$ -	4.0	\$ 748.00	-	\$ -	-	\$ -	-	\$ -	4.0	\$ 748.00	\$ -	\$ -	\$ -	\$ -		
1.04	Site Reconnaissance	-	\$ -	6.0	\$ 1,122.00	8.0	\$ 1,232.00	-	\$ -	-	\$ -	14.0	\$ 2,354.00	\$ -	\$ -	\$ -	\$ -		
1.05	Geotechnical Investigation	1.0	\$ 250.00	2.0	\$ 374.00	-	\$ -	-	\$ -	-	\$ -	3.0	\$ 624.00	\$ -	\$ 35,853.00	\$ -	\$ -		
	SUBTOTAL 1.0	7.0	\$ 1,750.00	22.0	\$ 4,114.00	12.0	\$ 1,848.00	1.0	\$ 128.00	-	\$ -	42.0	\$ 7,840.00	\$ 2,500.00	\$ 35,853.00	\$ -	\$ -		
Subconsultant Administration														10%	\$ 250.00	\$ 3,586.00	\$ -	\$ -	
2.0	Design Development (lump sum)																		
2.01	40% Submittal	24.0	\$ 6,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	24.0	\$ 6,000.00	\$ 10,500.00	\$ -	\$ -	\$ -		
	a. Cover Sheet	-	\$ -	1.0	\$ 187.00	2.0	\$ 308.00	-	\$ -	-	\$ -	3.0	\$ 495.00	\$ -	\$ -	\$ -	\$ -		
	b. Existing Conditions Plan	-	\$ -	1.0	\$ 187.00	2.0	\$ 308.00	-	\$ -	-	\$ -	3.0	\$ 495.00	\$ -	\$ -	\$ -	\$ -		
	c. Demolition / Erosion Control Plan	-	\$ -	7.0	\$ 1,309.00	12.0	\$ 1,848.00	-	\$ -	-	\$ -	19.0	\$ 3,157.00	\$ -	\$ -	\$ -	\$ -		
	d. Grading and Drainage Plan	-	\$ -	8.0	\$ 1,496.00	12.0	\$ 1,848.00	-	\$ -	-	\$ -	20.0	\$ 3,344.00	\$ -	\$ -	\$ -	\$ -		
	e. Site Construction Plan	-	\$ -	10.0	\$ 1,870.00	14.0	\$ 2,156.00	-	\$ -	-	\$ -	24.0	\$ 4,026.00	\$ -	\$ -	\$ -	\$ -		
	f. Irrigation Plan	-	\$ -	10.0	\$ 1,870.00	16.0	\$ 2,464.00	-	\$ -	-	\$ -	26.0	\$ 4,334.00	\$ -	\$ -	\$ -	\$ -		
	g. Landscape Documentation	-	\$ -	1.0	\$ 187.00	2.0	\$ 308.00	-	\$ -	-	\$ -	3.0	\$ 495.00	\$ -	\$ -	\$ -	\$ -		
	h. Planting Plan	-	\$ -	10.0	\$ 1,870.00	16.0	\$ 2,464.00	-	\$ -	-	\$ -	26.0	\$ 4,334.00	\$ -	\$ -	\$ -	\$ -		
	i. Construction Details	-	\$ -	11.0	\$ 2,057.00	15.0	\$ 2,310.00	-	\$ -	-	\$ -	26.0	\$ 4,367.00	\$ -	\$ -	\$ -	\$ -		
	j. Cost Estimate	-	\$ -	7.0	\$ 1,309.00	11.0	\$ 1,694.00	2.0	\$ 256.00	2.0	\$ 380.00	22.0	\$ 3,639.00	\$ -	\$ -	\$ -	\$ -		
	k. Technical Specifications	-	\$ -	5.0	\$ 935.00	-	\$ -	1.0	\$ 128.00	-	\$ -	6.0	\$ 1,063.00	\$ -	\$ -	\$ -	\$ -		
2.02	Electrical Assessment	1.0	\$ 250.00	2.0	\$ 374.00	-	\$ -	-	\$ -	-	\$ -	3.0	\$ 624.00	\$ -	\$ -	\$ 6,000.00	\$ -		
2.03	City Review Meeting	2.0	\$ 500.00	3.0	\$ 561.00	-	\$ -	1.0	\$ 128.00	-	\$ -	6.0	\$ 1,189.00	\$ -	\$ -	\$ -	\$ -		
	SUBTOTAL 2.0	27.0	\$ 6,750.00	76.0	\$ 14,212.00	102.0	\$ 15,708.00	4.0	\$ 512.00	2.0	\$ 380.00	211.0	\$ 37,562.00	\$ 10,500.00	\$ -	\$ 6,000.00	\$ -		
Subconsultant Administration														10%	\$ 1,050.00	\$ -	\$ 600.00	\$ -	
3.0	Construction Documents (lump sum)																		
3.01	75% Submittal	16.0	\$ 4,000.00	56.0	\$ 10,472.00	80.0	\$ 12,320.00	1.0	\$ 128.00	1.0	\$ 190.00	154.0	\$ 27,110.00	\$ -	\$ -				
	a. Structural Plan	-	\$ -	2.0	\$ 374.00	-	\$ -	-	\$ -	-	\$ -	2.0	\$ 374.00	\$ -	\$ -	\$ -	\$ 12,500.00		
	b. Stormwater LID Report	-	\$ -	2.0	\$ 374.00	-	\$ -	-	\$ -	-	\$ -	2.0	\$ 374.00	\$ 9,500.00	\$ -	\$ -	\$ -		
	c. Stormwater Pollution Prevention Plan	8.0	\$ 2,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8.0	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -		
3.02	City Review Meeting	2.0	\$ 500.00	3.0	\$ 561.00	-	\$ -	1.0	\$ 128.00	-	\$ -	6.0	\$ 1,189.00	\$ -	\$ -	\$ -	\$ -		
3.03	90% Submittal	12.0	\$ 3,000.00	44.0	\$ 8,228.00	64.0	\$ 9,856.00	1.0	\$ 128.00	1.0	\$ 190.00	122.0	\$ 21,402.00	\$ 7,500.00	\$ 2,078.00	\$ -	\$ 1,000.00		
3.04	City Review Meeting	2.0	\$ 500.00	3.0	\$ 561.00	-	\$ -	1.0	\$ 128.00	-	\$ -	6.0	\$ 1,189.00	\$ -	\$ -	\$ -	\$ -		
3.05	Final Submittal	6.0	\$ 1,500.00	26.0	\$ 4,862.00	44.0	\$ 6,776.00	1.0	\$ 128.00	-	\$ -	77.0	\$ 13,266.00	\$ 9,500.00	\$ -	\$ -	\$ -		

FEE MATRIX

Task Matrix
Howarth and Galvin Parks Court Renovation
04/15/2024

		Callander Associates' Personnel and Rates																
Phase	Description	Principal @ \$250		Proj Manager 1 @ \$187		Designer 1 @ \$154		Administrator @ \$128		Const. Man. @ \$190		CA Fees		BKF Subconsultant Fees	RGH Subconsultant	Aurum Subconsultant Fees	RW Engineers Subconsultant Fees	
		hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	\$'s	\$'s	\$'s	\$'s	
3.06	Electrical Construction Documents	-	\$ -	4.0	\$ 748.00	-	\$ -	-	\$ -	-	\$ -	4.0	\$ 748.00	\$ -	\$ -	\$ 14,000.00	\$ -	
	SUBTOTAL 3.0	46.0	\$ 11,500.00	140.0	\$ 26,180.00	188.0	\$ 28,952.00	5.0	\$ 640.00	2.0	\$ 380.00	381.0	\$ 67,652.00	\$ 26,500.00	\$ 2,078.00	\$ 14,000.00	\$ 13,500.00	
Subconsultant Administration														10%	\$ 2,650.00	\$ 208.00	\$ 1,400.00	\$ 1,350.00

4.0	Bidding and Construction Support (allowance)																	
4.01	Bid Period Assistance	-	\$ -	2.0	\$ 374.00	-	\$ -	-	\$ -	2.0	\$ 380.00	4.0	\$ 754.00	\$ -	\$ -	\$ -	\$ -	
4.02	Pre-Bid Meeting		\$ -	4.0	\$ 748.00	-	\$ -	-	\$ -	6.0	\$ 1,140.00	10.0	\$ 1,888.00	\$ -	\$ -	\$ -	\$ -	
4.03	Addenda	-	\$ -	2.0	\$ 374.00	2.0	\$ 308.00	-	\$ -	4.0	\$ 760.00	8.0	\$ 1,442.00	\$ -	\$ -	\$ -	\$ -	
4.04	Bid Analysis Support	1.0	\$ 250.00	1.0	\$ 187.00	-	\$ -	-	\$ -	1.0	\$ 190.00	3.0	\$ 627.00	\$ -	\$ -	\$ -	\$ -	
4.05	Submittal Review	-	\$ -	8.0	\$ 1,496.00	-	\$ -	-	\$ -	24.0	\$ 4,560.00	32.0	\$ 6,056.00	\$ -	\$ -	\$ -	\$ 4,500.00	
4.06	RFIs and Change Orders	1.0	\$ 250.00	10.0	\$ 1,870.00	4.0	\$ 616.00	-	\$ -	28.0	\$ 5,320.00	43.0	\$ 8,056.00	\$ -	\$ -	\$ -	\$ -	
4.07	Progress Meetings / Site Reviews	-	\$ -	-	\$ -	-	\$ -	-	\$ -	32.0	\$ 6,080.00	32.0	\$ 6,080.00	\$ -	\$ 1,059.00	\$ -	\$ -	
4.08	Substantial Completion	-	\$ -	-	\$ -	-	\$ -	-	\$ -	6.0	\$ 1,140.00	6.0	\$ 1,140.00	\$ -	\$ -	\$ -	\$ -	
4.09	As-Builts	-	\$ -	2.0	\$ 374.00	8.0	\$ 1,232.00	-	\$ -	4.0	\$ 760.00	14.0	\$ 2,366.00	\$ -	\$ -	\$ -	\$ -	
	SUBTOTAL 4.0	2.0	\$ 500.00	29.0	\$ 5,423.00	14.0	\$ 2,156.00	-	\$ -	107.0	\$ 20,330.00	152.0	\$ 28,409.00	\$ -	\$ 1,059.00	\$ 5,000.00	\$ 4,500.00	
Subconsultant Administration														10%	\$ -	\$ 106.00	\$ 500.00	\$ 450.00

		hrs	CALA	BKF	RGH	Aurum	RW Engineers
1.0	Preliminary Investigation (lump sum)	42.00	\$ 7,840.00	\$ 2,750.00	\$ 39,439.00	\$ -	\$ -
2.0	Design Development (lump sum)	211.00	\$ 37,562.00	\$ 11,550.00	\$ -	\$ 6,600.00	\$ -
3.0	Construction Documents (lump sum)	381.00	\$ 67,652.00	\$ 29,150.00	\$ 2,286.00	\$ 15,400.00	\$ 14,850.00
4.0	Bidding and Construction Support (allowance)	152.00	\$ 28,409.00	\$ -	\$ 1,165.00	\$ 5,500.00	\$ 4,950.00
	Reimbursables (allowance)		\$ 10,128.00	\$ 500.00	\$ -	\$ -	\$ -
TOTAL COMPENSATION		786.00	\$ 151,591.00	\$ 43,950.00	\$ 42,890.00	\$ 27,500.00	\$ 19,800.00

SCHEDULES OF COMPENSATION



www.callanderassociates.com

Recreate
Educate
Live+Work
Connect
Sustain

Standard Schedule of Compensation 2023 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	\$240 /hour
Senior Associate	\$218 /hour
Associate	\$208 /hour
Arborist/Construction Manager	\$183 /hour
Senior Project Manager	\$188 /hour
Project Manager 1	\$180 /hour
Project Manager 2	\$171 /hour
Job Captain	\$158 /hour
Designer 1	\$148 /hour
Designer 2	\$135 /hour
Assistant Designer	\$120 /hour
Accounting	\$182 /hour
Senior Project Administrator	\$138 /hour
Project Administrator	\$123 /hour

Reimbursable Expenses Rates

Expenses	cost + 15%
<i>printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</i>	

Communications and Insurance Surcharge	2.5% of total fees
--	--------------------

Subconsultant Administration

10% of Subconsultant Costs

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.

BURLINGAME

1633 Bayshore Highway, Suite 133
Burlingame, CA 94010
T 650.375.1313

GOLD RIVER

12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
T 916.985.4366

SAN JOSE

2025 Gateway Place, Suite 285
San Jose, CA 95110
T 408.275.0565

SCHEDULES OF COMPENSATION

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2023

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal	\$288.00
Senior Associate Principal	\$268.00
Associate Principal	\$260.00
Senior Project Manager Senior Technical Manager	\$253.00
Project Manager Technical Manager	\$247.00
Engineering Manager Surveying Manager Planning Manager	\$228.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$212.00
Project Engineer Project Surveyor Project Planner	\$186.00
Design Engineer Staff Surveyor Staff Planner	\$162.00
BIM Specialist I, II, III	\$162.00 - \$186.00 - \$212.00
Technician I, II, III, IV	\$154.00 - \$164.00 - \$180.00 - \$194.00
Drafter I, II, III, IV	\$121.00 - \$133.00 - \$143.00 - \$159.00
Engineering Assistant Surveying Assistant Planning Assistant	\$101.00
FIELD SURVEYING	
Survey Party Chief	\$212.00
Instrument Person	\$182.00
Survey Chainperson	\$136.00
Utility Locator I, II, III, IV	\$110.00 - \$156.00 - \$187.00 - \$213.00
Apprentice I, II, III, IV	\$83.00 - \$112.00 - \$124.00 - \$132.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$277.00
Senior Construction Administrator	\$241.00
Resident Engineer	\$179.00
Field Engineer I, II, III	\$162.00 - \$186.00 - \$212.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$198.00
Funding Strategies Manager	\$181.00
Funding/Research Analyst I, II, III, IV	\$124.00 - \$144.00 - \$153.00 - \$168.00
PROJECT ADMINISTRATION	
Project Coordinator	\$135.00
Senior Project Assistant	\$117.00
Project Assistant	\$103.00
Clerical Administrative Assistant	\$87.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.

SCHEDULES OF COMPENSATION



Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

FULLY BURDENED SCHEDULE OF CHARGES **Effective May 1, 2023** **(Back-Up Attached)**

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$284.94/hour
Project Engineer/Geologist	\$143.34/hour
Staff Engineer/Geologist	\$107.70/hour
Field Engineer (Prevailing Wage)	\$214.23/hour
Graphics	\$85.50/hour
Report Typing/Reproduction	\$85.50/hour

EQUIPMENT

Slope Inclinator Instrument	\$200/day
Coring Machine	\$400/day
Specialty Software (i.e. SLOPE/W, EZ-FRISK, VolFlo)	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400
Each Additional Cylinder/Core Break	\$50
Coring Charge	\$175
Shotcrete Panel Disposal	\$25

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 10 percent.

SCHEDULES OF COMPENSATION



American Consulting Engineers Electrical, Inc.

1590 The Alameda, Suite 200 San Jose, CA 95126 408-236-2312 Fax 408-236-2312

2023 Rate Schedule

Principal	\$190
Associate	\$180
Project Manager	\$170
Project Engineer	\$160
Project Designer	\$140
CADD Drafter/Designer	\$110
Administration	\$ 90

*Reimbursable normally associated with project (such as printing and delivery) will be billed at cost, plus 15%, in addition to our professional fees.