

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 8<sup>th</sup> day of May, 2023 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and VERDE DESIGN, INC., a California corporation, whose address is **2455 THE ALAMEDA, SUITE 200, SANTA CLARA, CALIFORNIA 95050** (“**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services to develop and deliver the Design and permitted Construction Documents for Phase 2 of Estuary Park, at 201 Mosley Avenue. Provider was selected on a sole source basis because of their historical knowledge with the project, staff is requesting authorization to sole source Design Services for Estuary Park Phase 2 with Verde Design, Inc., to revise, update, and complete the design and to deliver permitted Construction Documents. This sole source provides financial and schedule efficiencies for the project.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on March 7, 2023.
- E. The City and Provider desire to enter into an agreement to develop and deliver the Design and permitted Construction Documents for Phase 2 of Estuary Park, at 201 Mosley Avenue, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 8<sup>th</sup> day of May 2023, and shall terminate on the 14<sup>th</sup> day of May 2025, unless terminated earlier as set forth herein.

#### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included

in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for this Agreement shall not exceed \$295,825, which includes at 10.04% contingency. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

**4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

## **8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

## **9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

## **10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

  
Derek McKee

Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not

named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-

providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

#### **14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

#### **15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

#### **16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be

kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

## **17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Jack Dybas, Project Manager  
Ph: (510) 747-7948 / Cell: (510) 871-0343 / Email: [jdybas@alamedaca.gov](mailto:jdybas@alamedaca.gov)

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Verde Design, Inc.  
2455 The Alameda, Suite 200  
Santa Clara, CA 95050  
ATTENTION: Derek McKee, RLA, Principal  
Ph: (408) 850-3410 / Email: [derek@verdedesigninc.com](mailto:derek@verdedesigninc.com)

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Engineering Office Assistant  
Ph: (510) 747-7932 / Email: [jnavarro@alamedaca.gov](mailto:jnavarro@alamedaca.gov)

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES AND COSTS:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party of litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**27. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**28. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**29. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

VERDE DESIGN, INC.  
a California Corporation

Derek McKee

Digitally signed by Derek McKee  
DN: C=US,  
E=derek@verdedesigninc.com,  
O=Verde Design, Inc., CN=Derek  
McKee  
Date: 2023.02.21 09:32:04 -0800

Derek C. McKee  
President

CITY OF ALAMEDA  
a municipal corporation

DocuSigned by:

Jennifer Ott

5/8/2023

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Jennifer Ott  
City Manager

*Nance Cronin CFO*

Nance Cronin  
CFO

RECOMMENDED FOR APPROVAL

DocuSigned by:

Erin Smith

21DC39E8C019480...

Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:

Ler Astorian

765D25E39B18464...

Assistant City Attorney



VERDE DESIGN

2455 The Alameda, Suite 200

Santa Clara, CA 95050

t 408.985.7200 f 408.985.7260

www.verdedesigninc.com

February 9, 2023

Amy Wooldridge  
 Recreation and Parks Director  
 City of Alameda  
 2226 Santa Clara Avenue  
 Alameda, CA 94501

Subject: Estuary Park Improvements – Phase 2 Development  
 Construction Documents Scope  
 Verde Design Project No.: 2121200

In response to your request, Verde Design, Inc. is pleased to submit the following proposal to provide the identified design services on the above mentioned project. This proposal shall remain valid for a period of sixty (60) days.

#### PROJECT UNDERSTANDING/HISTORY:

The City of Alameda (City) is requesting a proposal for design services for the phase 2 re-design of the Estuary Park Athletic Field Complex. Phase 1 has already been completed and the conform set dated 06-14-16 will be used as the starting point for phase 2. The phase 2 re-design includes:

- Parking lot revisions, including EV charging stations.
- Reduction of basketball courts to one (1) half-court.
- Shade structure modification.
- Addition of a Bankshot court.
- Addition of four (4) pickleball courts.
- One (1) restroom for the entire park to be placed in phase 2. The restroom in phase 1 was not installed.
- Additional planting areas.
- Coordination with the recent Mitchell Road improvements and connection to the park.

Verde Design proposes a design process to include start-up and 30% schematic design, 95% submittal and 100% construction documents. This proposal excludes bidding and construction support which are provided in a separate proposal. Plans will be developed as one increment and as a single bid package.

Starting with a review of the conform set, we will review the proposed and re-designed improvements and programs, so they conform with current office standards and site materials selection. A site walk with City staff will occur to review program needs and possible site constraints. We will prepare a site survey of the phase 2 area as existing conditions have changed due to soil stockpiling and phase 1 construction since the site was last surveyed in 2014.

The playground and Bankshot equipment is being designed by the City and we will review the layout and design. Our plans provide the play area edge, seat walls, subgrade preparation/grading, and drainage. City to provide layout, finish grading, and play surface detailing. Coordination of the contractor work and City efforts will be outlined in the plans. Contractor will purchase and install equipment as part of the contract.

After the start-up phase, we will develop the schematic design package. The plans were previously prepared for phase 2 but there are revisions to the design and building code updates. We plan to update the designs based on

the new elements being added, update the plans, remove the phase 1 elements not related to the phase 2 improvements, meet with staff halfway through this process to review the progress and verify questions on the design and engineering. We will setup a systems design for the grading, drainage, material, and electrical for the proposed improvements and site work for discussion and review at the meeting. We plan to present insights so that direction can be provided to complete the design and final 30% schematic design submittal.

The City is planning to provide a community process and facilitate the input. Verde Design will provide an updated version of the phase two improvements and updates with a rendered plan for the community meetings. We will not be attending the meetings but will receive input from them.

Following the approval of the schematic design package, we will move forward with 95% construction documents. We will review the package with staff and coordinate comments. Building department review will occur at this submittal. The next submittal will be the final bid submittal for a final review, design coordination and building department approval. City specifications, bidding documents and standards will be incorporated. A bid set of plans will be prepared for bidding.

Included are services for storm water treatment alignment for the impervious surfacing being changed. We may need to add or modify the drainage system for the proposed changes and storm water requirements. Storm water calculations and coordination with the City engineers will occur to align the plans with the City's stormwater requirements. We will work with the City to develop a post construction storm water management plan for maintenance of those systems.

An erosion control plan and SWPP will be provided and revised. Inspection services or QSP services will be provided by the contractor.

Our team includes Salas O'Brien for architecture programming with the prefabricated building and electrical engineering. Lighting for the site will include the parking lot, pathway lighting, pickle ball courts and conduit installed for the Bankshot and basketball. AKH Engineers will provide the structural design. Underwood & Rosenblum will provide the survey. Cleary Consultants are included for geotechnical coordination and any updates from their last report/amendments as an optional service

Public Restroom Company is included to provide a larger restroom building than previously shown in the phase 2 area. This restroom will be setup to accommodate all of the needs of the park. We will work with Public Restroom Company on the layout, materials and components of the building and they will generate engineered plans for building department review and alignment with phase 2 park plans.

Included are seven meetings with the City staff during the construction documents phases.

Our timeline is proposed below. A preliminary cost estimate, based on the above changes, was \$5.9 million. **The cost estimate will be reviewed and updated during our submittals.**

## SCOPE OF SERVICES

Verde Design proposes to provide the following services based on the above stated project understanding.

### I. Start-Up Phase

- A. Establish files and in-house documentation.
- B. Obtain City documents relating to the site and other requirements, standards and regulations for development of the facilities.
- C. Coordinate with the phase 1 as-builts and site maps available with the City.
- D. Review of site materials for updates, including bathroom size and desired fixtures count.
- E. Review of any code updates.
- F. Provide a draft milestone schedule.
- G. Provide a site survey of the phase 2 site and compare to the previously prepared topographical survey.

- H. Visit the project site to complete a visual inventory of the existing phase 2 conditions, phase 1 completed work, and review proposed park elements with City staff.
- I. Staff meeting to review schedule, deliverables, budget, and project process.

**II. Schematic Design Phase -** The following outlines the work to be completed to prepare plans and specifications for construction.

**A. 30% Submittal Package**

- 1. The submittal includes plans and draft technical specifications. The plans show overall site design including:
    - a. Cover Sheet
    - b. Demolition Plan
    - c. Grading Plan
    - d. Drainage Plan
    - e. Stormwater Treatment Plan
    - f. Material and Detail Reference Plan
    - g. Enlargement Plans
    - h. Irrigation Plan
    - i. Planting Plan
    - j. Construction Details
    - k. Building Plans
    - l. Electrical Plans
    - m. Rendered site plan for City use at community meeting
  - 3. The submittal book supplements the plans and specifications showing:
    - a. Progress Report
    - b. **Statement of Probable Construction Costs**
    - c. Material cut sheets
  - 4. Redline and review, Internal Quality Control (QC).
  - 5. Submittal Preparation and coordination of plans and specifications will be provided for review.
- D. Two review meetings with City staff to review plans and receive comments.**

**III. Construction Document Phase -** The following outlines the work to be completed to prepare plans and specifications for construction.

**A. 95% Submittal Package**

- 1. The submittal includes plans and draft technical specifications. The plans show overall site design including:
  - a. Cover Sheet
  - b. Access Plan

- c. Existing Conditions Plan
  - d. Erosion and Sediment Control Plan
  - e. Demolition Plan
  - f. Grading Plan
  - g. Drainage Plan
  - h. Storm Water Plan
  - i. Layout Plan
  - j. Material and Detail Reference Plan
  - k. Irrigation Plan
  - l. Irrigation Calculations
  - m. Planting Plan
  - n. Construction Details
  - o. Building Plans
  - p. Electrical Plans
  - q. Structural Plans
2. The technical specifications show representative specifications for the project. Specifications will be provided in six-digit CSI format. City front end specification updates.
  3. The submittal book supplements the plans and specifications showing:
    - a. Progress Report
    - b. Statement of Probable Construction Costs
  4. Redline and review, Internal Quality Control (QC).
  5. Submittal Preparation and coordination of plans and specifications will be provided for review.
- B. Edit technical specifications, City standard specifications and front-end documents.
  - C. Coordination of playground and Bankshot court design to be included in drawings. Bankshot and playground design to be provided by the City.
  - D. City building department review and coordinate comments.
  - E. 100%/Bid Submittal – Coordinate, update and provide final bid package.
  - F. Three review meetings with City staff to review plans and receive comments.

**V. Optional Services**

- A. Geotech review of the plans, coordination with the team and review of recommendations previously prepared for any necessary updates.

**PRODUCTS**

Verde Design will provide the following products as outlined in the above Scope of Services:

1. 30% schematic design submittal – one electronic and two hardcopy sets of plans, costs and specifications
2. 95% submittal – one electronic and two hardcopy sets of plans, costs and specifications
3. Bid submittal – one set of stamped plans / costs and specifications.

**PROJECT TIMELINE**

Verde Design proposes the following general timeline:

Start-up Phase:	4 Weeks
30% Submittal:	8 weeks
95% Submittal:	6 Weeks
Bid Submittal:	4 Weeks

Note: the above timeline does not include any required review time by City staff.

**CLIENT'S RESPONSIBILITIES**

In order to complete the items described in Scope of Services above, we respectfully request that the City provide the following information:

1. Any available construction, utility or record drawings of the project area.
2. Geotechnical testing during construction.
3. Bid set copies.
4. As-built plans.

**SPECIAL PROVISIONS**

A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:

1. Meetings other than those listed
2. Renderings and presentations to public bodies other than those listed
3. SWPPP services for design (QSP) inspection during construction. Services to be provided by contractor for inspection.
4. Testing during construction
5. Underground utility surveys
6. Plan and profile plans for utility runs off-site
7. Survey property lines, easement locations or record of survey filing
8. Permit fees associated with the project
9. Pump or lift station design
10. 3D graphics
11. Arborist report
12. Playground surface, equipment selection and layout
13. Community outreach efforts

14. CEQA process
  15. Architecture and mechanical/structural engineering services to be provided by restroom manufacturer. They will also provide the Title-24 documents.
  16. Soil testing
  17. Bid and construction support – Scope is covered under a separate proposal
- B. This fee will be valid for 60 days, should the City choose to extend or add to the contract, the unbilled portion of this agreement will be subject to an increase in January of 2024 to cover annual wage adjustments for office personnel.
- C. Services will be diligently pursued, and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of City, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

### PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following time and materials not to exceed fee including all reasonable reimbursable expenses that are outlined to be included in the project.

▪ Phase 1: Start-up and 30% Submittal	\$107,035
▪ Phase 2: 95% & Bid Submittal	\$161,790
<b>Total</b>	<b>\$268,825</b>

### Optional Services

<del>▪ Geotechnical Report Update &amp; Plan Review</del>	<del>\$7,535</del>
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Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

### CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

### TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, Verde Design shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

Amy, if this proposal meets with the approval of the City of Alameda, please sign the proposal below. Thank you again for the opportunity to work with your City and Community on the second phase of the Estuary Park improvements.

Respectfully Submitted,

Approved:

Estuary Park – Phase 2 Development  
Construction Documents Scope

Exhibit A  
February 9, 2023  
Page 7

Verde Design, Inc.

Derek McKee, RLA  
Principal

---

Name:

Date:

Enclosure: 2023 Charge Rate Schedule

cc: Nance Cronin, Verde Design

**Verde Design, Inc.****Charge Rate Schedule****Effective until December 31, 2023**

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

**Project Rates**

Principal	\$265.00 per hour
Project Manager/Construction Manager	
Level Four	\$250.00 per hour
Level Three	\$230.00 per hour
Level Two	\$185.00 per hour
Level One	\$170.00 per hour
Project Engineer	
Level II	\$190.00 per hour
Level I	\$175.00 per hour
IT Manager	\$185.00 per hour
CAD Manager	\$180.00 per hour
Project Designer	\$165.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$155.00 per hour
Draftsperson Level II	\$150.00 per hour
Draftsperson Level I	\$145.00 per hour
Project Administrator	\$90.00 per hour
Intern	\$80.00 per hour

**Reimbursable Rates**

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

**Reimbursable Expenses**

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>Mary Barnard Insurance</b> 2190 Stokes Street Suite 201 San Jose, CA 95128	CONTACT NAME: <b>Jennie Maltese</b>	
		PHONE (A/C, No, Ext): <b>(408) 286-1334</b>	FAX (A/C, No): <b>(408) 286-6425</b>
		E-MAIL ADDRESS: <b>jennie@barnardinsurance.com</b>	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: <b>TRUCK INSURANCE EXCHANGE</b>	NAIC # <b>21709</b>
INSURED	<b>Verde Design, Inc.</b>  2455 THE ALAMEDA, SUITE 200 SANTA CLARA, CA 95050-6037	INSURER B: <b>Hartford Casualty Insurance Company</b>	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			605016326	6/13/2022	6/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			606748199	6/13/2022	6/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			605016330	6/13/2022	6/13/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	57WECAD1AHA	6/13/2022	6/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business personal prop special form RC Business Inc/EE			605016326 605016326	06/13/2022 06/13/2022	06/13/2023 06/13/2023	BPP Limit \$416,900 Deductible \$500 ASL-18 mos.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 30 days notice of cancellation; 10 days notice for nonpayment of premium

UMBRELLA LIABILITY IS FOLLOW FORM OVER GENERAL LIABILITY/AUTO LIABILITY and EMPLOYERS LIABILITY.

All California Operations; The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are named as additional insureds

Waivers of Subrogation and Additional Insured Endorsements Attached.

DS

LC

3/23/2023

## CERTIFICATE HOLDER

## CANCELLATION

The City of Alameda  
 Public Works Department  
 950 W Mall Square, Room 110  
 Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE

POLICY NUMBER 606748199

COMMERCIAL AUTO LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS -- SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**As Required by Written Contract**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your completed operations for that insured.

Named Insured: Verde Design, Inc.  
POLICY NUMBER 605016326

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

It is agreed that this insurance is primary, and that any insurance issued to the additional insured applicable to a loss, other than that provided by this endorsement, shall be excess over this insurance, to the extent any insured, other than the additional insured, is solely negligent for any liabilities, losses, claims, suits, judgments, injuries, costs and/or otherwise demands.

**BUSINESS TAX CERTIFICATE 823538**

**CITY OF ALAMEDA**

ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE  
CFC 106.1 & 106.2 allows entry and examination for Fire Code Compliance

EXPIRATION DATE: 06/30/2023

Business Name: VERDE DESIGN

Business Owner(s): DEREK MCKEE

DEVIN CONWAY

Business Location: 2455 THE ALAMEDA, SANTA CLARA, CA 95050-6037

Business Type: Landscape Architecture

NANCE CRONIN

VERDE DESIGN

2455 THE ALAMEDA

SANTA CLARA, CA95050-6037

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to:

<https://www.dca.ca.gov/publications/>



*M. Cronin*

Finance Director

**THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE**