

## CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between CITY OF ALAMEDA, a municipal corporation ("City"), and VERDE DESIGN, a \_\_\_\_\_ (California corporation, partnership, sole proprietor, individual) whose address is 2455 The Alameda, Suite 200, Santa Clara, CA 95050 ("Consultant"), is made with reference to the following:

### RECITALS:

A. 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. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for Landscape Design of the Estuary Park athletic fields and associated park components ("the Project") upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the effective date of this fully executed agreement, and shall terminate one year after the effective date unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the Estuary Park Capital Improvement Project (CIP) fund.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written invoice detailing what work it has done the previous month and the percentage of the Phase or Phases that it has completed. City shall

review the invoice and if the City is in agreement, it shall pay Consultant for 100% of the invoiced amount. City shall retain 10% of the final invoiced amount that it approves until construction is complete, as partial security for the completion of the work by Consultant. Retained amount shall be paid to Consultant within 60 days of City's acceptance of the Project. Monthly payments and payment of any retained amounts shall not be construed as City's acceptance of defective work. No interest will be paid to Consultant on retained amounts.

Based upon Consultant's construction drawings, City intends to put the Project out to bid. If the subsequent, lowest responsible construction bid comes in more than 10% over Consultant's Engineer's Estimate, Consultant shall work with the City to value engineer the Project and provide, at no cost to the City, revised construction drawings.

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

Time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant shall perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, 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 Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, 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 fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

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

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

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the

basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

**Indemnification:**

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

**Indemnification For Claims for Professional Liability:**

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant'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 by certified mail, Attention: Risk Manager." It is agreed that Consultant 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(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: \$500,000  
each occurrence  
\$1,000,000  
aggregate - all other  
Property Damage: \$100,000 each occurrence  
\$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$500,000 each occurrence  
Property Damage: \$100,000 each occurrence

or

Combined Single Limit: \$500,000 each occurrence

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

In the event of loss due to any of the perils for which Consultant has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant 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.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. 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.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

**11. CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant 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:**

Consultant 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 City. 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 by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**13. SUBCONSULTANT APPROVAL:**

Unless prior written consent from City is obtained, only those people and subconsultants whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subconsultants, such subconsultants shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**14. PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by 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 contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.



17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda  
2226 Santa Clara Avenue  
Alameda CA 94501  
Attention: Amy Wooldridge, Recreation and Park Director

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Verde Design  
2455 The Alameda, Suite 200  
Santa Clara, CA 95050  
Attn: Derek McKee

18. **TERMINATION:**

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

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 Consultant as provided herein. Upon termination of this Agreement, 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.

19. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

20. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting 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.

21. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

22. **WAIVER:**

A waiver by 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.

23. **INTEGRATED CONTRACT:**

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 City and Consultant.

24. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

25. **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.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONSULTANT

Verde Design

By 

Title Principal

By 

Title Principal

CITY OF ALAMEDA

A Municipal Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_

Title \_\_\_\_\_



APPROVED AS TO FORM:  
City Attorney

By\_\_\_\_\_

Title\_\_\_\_\_

ATTEST: [If Mayor Signs]

City Clerk

EXHIBIT A

December 20, 2013

Amy Wooldridge, Director  
**City of Alameda Recreation & Park Department**  
2226 Santa Clara Avenue  
Alameda, CA 94501



**SUBJECT:** Professional Services for Estuary Park Athletic Field Complex Renovation  
Verde Design Project No. 1314700-1414

Dear Ms. Wooldridge,

In response to your request, Verde Design is pleased to submit the following proposal to provide landscape architectural services, for the above mentioned project. This proposal shall remain valid for a period of ninety (90) days.

**PROJECT UNDERSTANDING:**

The City of Alameda (City) is moving forward with the design of Estuary Park Athletic Field Complex Renovation project. Estuary Park is an eight acre site that was previously used by the U.S. Navy as athletic fields and has been unused for many years. The park's proposed facilities are to include the design of a youth baseball field, a synthetic regulation size rectangular athletic field, playground, field and park lighting, pathways, a pre-fabricated restroom concessions building, group picnic areas, basketball courts and site landscaping. The design will involve user group and Recreation and Park Commission review and input.

Verde Design will work with the user groups and City staff to develop the park overall design, and an Improvement Construction Plan Package that will include plans, specifications and cost estimates, for phased construction. This package will cover all aspects of the improvements for bidding purposes. To support these construction documents, a site survey will also be provided.

Included in our work are submittals at the Design Development/50%, 100% and Bid levels. At this time bid and construction support services are not included, but can be provided if requested.

We understand the initial construction budget for the synthetic regulation size rectangular athletic field is approximately 1.0 to 1.5 million dollars, which includes contingencies. We also understand that this budget amount may increase with the present funding efforts, and we will design to be within this, and or the updated budget number.

**SCOPE OF SERVICES**

Verde Design proposes the following detailed scope of work for the above referenced Project Understanding:

**I. Task 1: Project Design**

1. Attend a project kick-off meeting with the City. Discuss project scope of work, anticipated improvements and schedule.

2. Visit the project site to complete a visual inventory of the existing conditions.
3. Prepare and provide a Work Schedule in Microsoft Schedule
4. Receive all pertinent, construction, utility as-built plans, City standards and guidelines
5. Procure site survey
6. Initiate Geotechnical Report
7. Develop Program Graphics
8. Attend and assist with User Group Meeting
9. Develop Conceptual Plan with input from City staff at kick-off meeting and site walk
10. Attend and assist with User Group and City Presentation and Review Meeting
11. Develop Draft Schematic Plan
12. Attend and assist with User Group and City Presentation and Review Meeting
13. Review User Group and City comments and prepare a Final Schematic Plan
14. Develop Preliminary Cost Estimate
15. Submittal preparation and delivery of the Final Schematic Plan and Preliminary Cost Estimate in PDF version to the City for reproduction and distribution for staff review.
16. Attend City staff review meeting to present and review the Final Schematic Plan submittal package.
17. Coordinate the work as required with the City staff.

## **II. Task 2: Construction Document Package**

### **A. Design Development - 50% Submittal Package:**

1. From the Final Schematic plan, develop design plans to a 50% construction document level.
2. This submittal will include the following:
  - a. Cover sheet and project information
  - b. Existing Conditions Plans
  - c. Erosion and Sediment Control Plans
  - d. Demolition Plans
  - e. Grading Plans
  - f. Drainage and Utility Plans
  - g. Layout Plans
  - h. Material/Detail Reference Plans
  - i. Irrigation Plans
  - j. Planting Plans
  - k. Construction Details
  - l. Architectural Plans
  - m. Architectural Details
  - n. Electrical Plans
  - o. Electrical Details
  - p. Structural Plans
3. Progress Report with Materials Cut Sheets
4. Draft Technical Specifications (Division II)
5. Preliminary Statement of Probable Construction Costs
6. Complete In-house Redline / Review Quality Control (QA/QC) process.
7. Submittal preparation and delivery of a CD containing the CAD survey of the park and PDF version of the complete 50% design development plan package, draft specifications and preliminary cost estimate to the City for reproduction and distribution for staff review.
8. Attend City staff review meeting to present and review the 50% submittal package.
9. Coordinate the work as required with the City staff.

**B. Construction Documents - 100% Submittal Package:**

1. Revise and update the base plans in AutoCAD with 50% review meeting comments.
2. Develop a set of drawings equivalent to 100% construction documentation. Drawings will identify all design elements for review and approval by City. This submittal will include the following:
  - a. Cover sheet and project information
  - b. Existing Conditions Plans
  - c. Erosion and Sediment Control Plans
  - d. Demolition Plans
  - e. Grading Plans
  - f. Drainage and Utility Plans
  - g. Layout Plans
  - h. Material/Detail Reference Plans
  - i. Irrigation Plans
  - j. Planting Plans
  - k. Construction Details
  - l. Architectural Plans
  - m. Architectural Details
  - n. Electrical Plans
  - o. Electrical Details
  - p. Structural Plans
3. Progress Report
4. Technical Specifications (Division II)
5. Statement of Probable Construction Costs
6. Complete In-house Redline / Review Quality Control (QA/QC) process.
7. Submittal preparation and delivery of a CD containing PDF version of the complete 100% improvement plan package, specifications and cost estimate to the City for reproduction and distribution for staff review.
8. Attend City staff review meeting to present and review the 100% submittal package.
9. Coordinate the work as required with the City staff.

**C. Construction Documents - Bid Submittal:**

1. Review 100% submittal comments from City and incorporate into the final construction document package.
2. Complete the plans, specifications and final construction estimate to a Bid construction document level.
3. Provide QSD work for SWPP
4. Complete In-house Redline / Review Quality Control (QA/QC) process.
5. Submittal preparation and delivery of a CD containing PDF and DWG versions of the complete bid improvement plan package, specifications and cost estimate to the City for reproduction and bidding.
6. Coordinate the work as required with the City staff.

**PROJECT TIMELINE**

Verde Design proposes the following general timeline for design:

Project Design	Ten Week
Construction Documents - 50% Package:	Four Weeks
Construction Documents - 100%/Bid Package:	Five Weeks

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

### **CITY 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 original construction documents, record drawings or as-builts showing park design and underground utilities that may serve anticipated improvements. These may include storm, sanitary sewer, domestic water, electrical, existing irrigation system and location of the irrigation controller, backflow location, size, PSI and GPM for irrigation point of connection.
2. City standard specifications and details
3. City landscape, irrigation and playground materials, equipment standards and guidelines.

### **SPECIAL PROVISIONS**

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.
3. Project design documentation or costing in addition to the scope identified above.
4. Underground Utility Surveys
5. Design work in the public right-of way
6. Any permit preparation or application fees required for this project
7. CEQA, Environmental, or other impact statement documents.
8. QSD work during construction, QSP work and NOI filing

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.

### **CHANGE IN SERVICES**

City 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.

In the event that additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the City after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

## PROFESSIONAL COMPENSATION

The fee for the above services is based on the current hourly rate of the office as defined in the attached Charge Rate Schedule. We propose the following fixed fee schedule for the identified design services that will provide the following improvements:

<u>Phase</u>	<u>Fee Amount</u>
Task 1: Project Design:	\$51,495
Task 2: Construction Document Package:	
Design Development - 50% Package	\$46,980
Construction Documents - 100%/Bid Package:	\$75,670
<b>FEE SUBTOTAL:</b>	<b>\$174,145</b>

### **Optional Service - Bid and Construction Services:      Time & Materials**

The above fee includes all reasonable reimbursable expenses that are outlined to be included in the project scope and the provided products. Additional requested reimbursables will be entitled to bill reimbursable expenses as noted on the attached Charge Rate Schedule. Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

Should the project be delayed beyond the agreed upon project schedule by the City to a level that puts the project on hold, a re-start fee may apply. This fee will be determined at that point based on the amount of downtime and additional work required to bring the project on line.

This fee is based on the anticipated work effort that will be required to successfully complete this project. Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

Fees for services outside the scope shown in this proposal will be in addition to the direct labor costs. These may be completed on a time and material basis or negotiated fixed fee at the choice of the City.

## TERMINATION OF AGREEMENT

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the City should deem it necessary or desirable to indefinitely suspend the project.

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

## BILLINGS AND PAYMENT

Invoices will be sent by the 10th of the month for work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services. Payment is due and payable within 30 days of the statement date.

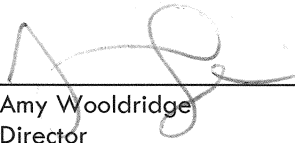


If this proposal meets with your approval, please sign and return one original to our office, along with a signed service order. Amy, thank you for the opportunity to work with you and the City of Alameda team on this project.

Respectfully Submitted,  
Verde Design, Inc.

PROPOSAL APPROVED BY:  
City of Alameda

Derek McKee, RLA  
Principal

  
Amy Wooldridge  
Director

12/18/13  
Date

Cc: Verde Design Distribution

Enclosure: Current Charge Rate Schedule

## **Verde Design, Inc.**

### **Charge Rate Schedule Effective until December 31, 2014**

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	\$190.00 per hour
Project Manager/Construction Manager	
Level Four	\$180.00 per hour
Level Three	\$160.00 per hour
Level Two	\$140.00 per hour
Level One	\$125.00 per hour
IT Manager	\$150.00 per hour
CAD Manager	\$120.00 per hour
Project Designer	\$120.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$115.00 per hour
Draftsperson Level II	\$105.00 per hour
Draftsperson Level I	\$95.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 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

DATE (MM/DD/YYYY)  
12/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

**Verde Design, Inc.**  
**2455 The Alameda, Suite 200**  
**Santa Clara, CA 95050**

### INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Catlin Insurance Company, Inc.**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  _____				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: <span style="float:right">EA ACC</span> <span style="float:right">AGG</span>	\$ \$ \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE _____ _____ _____	\$ \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
<b>A</b>		<b>OTHER Professional Liability</b>	<b>AED1960800614</b>	<b>06/13/13</b>	<b>06/13/14</b>	<b>\$2,000,000 per claim</b> <b>\$2,000,000 annl aggr.</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
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**Re: All Operations of the Named Insured.**

**CERTIFICATE HOLDER**

**City of Alameda  
Amy Wooldridge  
2226 Santa Clara Avenue  
Alameda, CA 94501**

**CANCELLATION    10 Days for Non-Payment**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ~~RENEW BY MAIL~~ 30 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND FURNISH TO THE POLICY~~  
~~HOLDER A COPY OF THE POLICY AND A COPY OF THE POLICY AND A COPY OF THE POLICY~~  
~~AND FURNISH TO THE POLICY HOLDER A COPY OF THE POLICY AND A COPY OF THE POLICY~~  
~~AND FURNISH TO THE POLICY HOLDER A COPY OF THE POLICY AND A COPY OF THE POLICY~~  
AUTHORIZED REPRESENTATIVE