

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **MULLER & CAULFIELD ARCHITECTS**, a California corporation whose address is **339 15<sup>th</sup> Street, Oakland, CA 94612**, (hereinafter referred to as "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. City requires architectural assistance with all aspects of maintenance and CIP projects. On March 27, 2015 the City issued a Request for Proposal and reached out to the Consultant's on the City's bidders list, the builder's exchanges and posted the Request for Proposal on the City's website. After a bidding period of 25 days 16 firms submitted proposals. City interviewed qualified firms, and selected the firm that best meets the City's needs.
- C. Consultant is professionally trained, experienced, and competent to perform the services which will be required by this Agreement.
- D. 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.
- E. City and Consultant desire to enter into an agreement for on-call architectural services 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 1st day of July 2015, and shall terminate on the 30th day of June 2016, unless terminated earlier as set forth herein.

This agreement may be mutually amended on a year-by-year basis, for up to four (4) additional years, based on satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs (plus an annual increase to the Consumer Price Index for the San Francisco Bay Area appropriate to the trades associated with the

work as reported in the *Engineering News Record* (ENR), for the previous calendar year) as the existing contract, except as provided herein

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each requested service set forth in the list of services detailed in Exhibit "A", as directed by the City, which is attached hereto and incorporated herein by this reference. The consultant acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to request Consultant to perform all tasks included therein.

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 various funds, as budgeted for the particular project or task.

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written estimate of the total amount of work done the previous month. Payment will be for time and direct costs and are not to exceed budget. Pricing and accounting of charges are to be according to the fee schedule in Exhibit "B" unless mutually agreed upon in writing. Extra work must be approved in writing by City prior to performance and shall be paid on a Time and Material basis using Exhibit "B" schedule.

Total compensation for identified work scope is not to exceed \$150,000.

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

The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals 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 nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

Consultant hereby declares that it is engaged as an independent business and it agrees to perform its services as an 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, defend, 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, Consultant agrees that 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. Consultant agrees that 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 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, its City Council, boards, commissions, officials, employees and volunteers 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:               \$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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automotive 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

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$2,000,000.

**B. SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her 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, commissions, officials, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance and worker's compensation insurance policies, 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. SUBCONTRACTOR APPROVAL:**

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

In the event that Consultant employs subcontractors, such subcontractors 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 his/her 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  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attention: Laurie Kozisek, Acting Senior Engineer  
Ph: (510) 747-7930 / Fax: (510) 769-6030  
Email: lkozisek@alamedaca.gov

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

Muller & Caulfield Architects  
339 15<sup>th</sup> Street  
Oakland, CA 94612  
Attention: Rosemary Muller, President  
Ph: (510) 832-8560 / Fax: (510) 836-0942  
Email: rmuller@mullercaulfield.com

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) business 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. PURCHASES OF MINED MATERIALS REQUIREMENT:

Consultant shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).



Within five days of award of contract, Consultant shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

20. **COMPLIANCES:**

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

21. **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.

22. **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.

23. **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.

24. **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.

25. 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.

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.

*Signatures on next page*

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

MULLER & CAULFIELD ARCHITECTS  
A California Corporation


CITY OF ALAMEDA  
A Municipal Corporation

  
\_\_\_\_\_  
Rosemary Muller  
President


\_\_\_\_\_  
Elizabeth D. Warmerdam  
Interim City Manager

  
\_\_\_\_\_  
Rosemary Muller  
Chief Financial Officer

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Andrico Penick  
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

**SAMPLE**

(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 ongoing operations performed for that insured.

REF:

**The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers are additional insured for work done on their behalf by the named insured.**

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO  
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SAMPLE**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:          (Authorized Representative)
Named Insured:	

#### SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

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 ongoing operations performed for that insured.

REF: \_\_\_\_\_

**The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers are additional insured for work done on their behalf by the named insured.**

#### NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

**EXHIBIT A**

**SCOPE OF SERVICES  
FOR  
ARCHITECTURAL SERVICES**

The City desires to obtain the services of one or more outside organizations to assist with Architectural Services for maintenance and capital improvement projects.

The scope of work includes, but is not limited to, the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide design services for remodeling of public buildings and parks.
3. Provide in-house personnel or subconsultants for civil, structural, mechanical, electrical, asbestos and lead abatement, landscaping architecture, and LEED certification.
4. Provide the full range of architectural and engineering services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services.
5. Respond to plan check comments for building permits.
6. Perform construction administration, including submittal reviews, responses to RFIs, and drafts of change orders.

Typical projects may include:

1. Building renovations such as seismic upgrades, ADA upgrades, kitchen and bathroom remodeling, HVAC upgrades, "green" upgrades, and code compliance.
2. Park improvements such as play fields and courts, irrigation, pathways, buildings, and field lighting.



## *Muller & Caulfield Architects*

### Standard Hourly Rates

Effective January 1, 2011

	<i>Position</i>	<i>Billing Rate</i>
1	Principal	\$160.00
3	Project Manager	\$110 to \$150.00
5	Project Architect	\$100 to \$130.00
6	Architect II	\$95 to \$115.00
7	Architect I	\$85 to \$105.00
8	Intern III	\$75 to \$95.00
9	Intern II	\$65 to \$80.00
10	Intern I	\$55 to \$70.00

Hourly rates for specific individuals are computed at a multiple of 3.1 times their direct salary rate.

Standard multiplier for costs incurred in the interests of the project is 1.15. Typical costs in this category are reproduction of documents, fees of regulatory agencies, services of consultants, travel and telephone outside of the bay area, etc.

For services with a clearly defined scope of work, we will be happy to prepare quotations for fixed fee amounts.

The above standard rates are based on current hourly rates, and are subject to revision without notice.

**Statement of Billing Rates For Professional Services**

**Hourly Personnel Charges**

Principal	\$180
Senior Landscape Architect	\$ 135
Landscape Architect	\$130
Landscape Technician	\$ 115
Draftsperson	\$ 85
Clerical	\$ 60

**Reimbursable Expenses:**

Subconsultants, special reproductions, reproduction for final reports, printing for bidding purposes, courier services will be charged at 1.10 times cost.

Travel beyond the Bay Area will be charged at \$0.45 per mile.

State Law requires the following notice:

Landscape Architects are regulated by the California Board of Architectural Examiners - Landscape Architects Technical Committee. Any questions concerning a landscape architect may be referred to the Board of Architectural Examiners, Landscape Architects Technical Committee, 400 R Street, Suite 4000, Sacramento, California 95814-6238

3-2014





## STRUCTURAL ENGINEERS

### Personnel Billing Rates

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Effective April 1, 2015

Stephen DeJesse	Principal / Structural Engineer	\$225.00 / hour
Jason Lee	Associate / Structural Engineer	\$160.00 / hour
Beng Low	Senior Structural Engineer	\$160.00 / hour
Jon Kiland	Senior Structural Engineer	\$160.00 / hour
Elliott Goodwin	Senior Civil Engineer	\$125.00 / hour
Anita Tsui	Civil Engineer	\$110.00 / hour
Canhui Li	Civil Engineer	\$110.00 / hour
Axel Stanovsky	Structural Designer	\$100.00 / hour
Xiaojie Gong	Senior CAD Operator	\$105.00 / hour
Andy In	Junior CAD Operator	\$75.00 / hour
Maureen Kamiya	Administrative Assistant	\$60.00 / hour

**Interface Engineering / Muller and Caulfield**  
**City of Alameda for On-Call Services**

## **Billing Rates**

▪ Principal:	\$280/Hour
▪ Associate Principal:	\$210/Hour
▪ Associate:	\$190/Hour
▪ Sr. Engineer/Sr. Designer:	\$165/Hour
▪ Project Designer II/Project Engineer II:	\$140/Hour
▪ Project Designer I/Project Engineer I:	\$130/Hour
▪ Designer Level II:	\$115/Hour
▪ Designer Level I:	\$110/Hour
▪ Drafter Level II:	\$100/Hour
▪ Drafter Level I:	\$95/Hour
▪ Administrative:	\$75/Hour

**SANDIS**CIVIL ENGINEERS  
SURVEYORS  
PLANNERS**SANDIS STANDARD HOURLY CHARGE RATES****OAKLAND OFFICE**

Effective February 15, 2015 through August 31, 2015

**HIGH DEFINITION SCANNING / 3-D MODELING SERVICES**

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Laser Scanning Field: 2-Person	\$245.00
Laser Scanning Field: 1-Person	\$215.00
3-D Model/Scan Post Processing Project Manager	\$165.00
3-D Scanning Technician	\$125.00

**ENGINEERING SERVICES / QSD & QSP SERVICES**

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Clerical		\$60.00
Computer/Field/Engineer Technician	Level I	\$70.00
	Level II	\$80.00
	Level III	\$95.00
Design Engineer	Level I	\$80.00
	Level II	\$90.00
	Level III	\$100.00
Project Engineer/Traffic Engineer	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Associate Project Manager		\$125.00
Project Manager		\$165.00
Associate Principal/Senior Project Manager/Senior Traffic Engineer		\$175.00
Principal		\$250.00

**SURVEYING SERVICES**

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Computer/Surveying Technician	Level I	\$70.00
	Level II	\$80.00
	Level III	\$95.00
Project Surveyor	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Senior Project Surveyor		\$165.00
Survey Manager		\$175.00
1-Person Survey Crew		\$180.00
2-Person Survey Crew		\$240.00
2-Person Survey Crew with Apprentice		\$260.00
3-Person Survey Crew		\$300.00
Utility Locating Field Crew		\$150.00
Utility Locating Office Staff		\$105.00

**REIMBURSABLE COSTS:** Printing, Monuments, Materials, Outside Services and Consultants, Courier/Delivery Services, Express/Overnight Mail, Travel/per diem, Agency Fees Advanced, etc., at Cost Plus 10%.

**OVERTIME:** All overtime charges are invoiced on the basis of one and one-half times the above rates.



## ZEIGER ENGINEERS, INC.

478 3RD STREET, OAKLAND, CALIFORNIA 94607

TEL: (510) 452-9391

FAX: (510) 452-0661

[www.zeigerengineers.com](http://www.zeigerengineers.com)

### BILLING RATE SCHEDULE

Applicable for the Periods of

**January 1, 2015 through December 31, 2015**

Principals	\$225.00
Senior Engineers	\$184.00
Engineers	\$162.00
Electrical Designer	\$135.00
CAD Operator	\$117.00
Jr. CAD Operators	\$81.00
Expert Witness	\$400.00
Administrative	\$102.00

#### HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist .....	\$ 168
Senior Engineer/Geologist/Environmental Scientist .....	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 160
Project Engineer/Geologist/Environmental Scientist .....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 141
Staff Engineer/Geologist/Environmental Scientist .....	\$ 128
GIS Analyst .....	\$ 114
Technical Illustrator/CAD Operator .....	\$ 86
Information Specialist .....	\$ 73
Data Processing, Technical Editing, or Reproduction .....	\$ 64

#### OTHER CHARGES

Concrete Coring Equipment (includes one technician) .....	\$ 160 /hr
PID/FID Usage .....	\$ 140 /day
Hand Auger Equipment .....	\$ 65 /day
Vapor Emission Kits .....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day) .....	\$ 30 /p/d
Rebar Locator (Pachometer) .....	\$ 30 /hr
Field Vehicle Usage .....	\$ 12 /hr
Direct Project Expenses .....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	



MARCENE TAYLOR INC.

2015 Hourly Billing Rates

Principal	\$175
Senior Cost Planner	\$160
MEP Cost Planner	\$160
Cost Planner	\$130
Administrative Support	\$80

\*\*Maximum annual escalation rate adjustment for hourly rates shall be 4% per year

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2015

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 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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME:	
	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
INSURED Muller & Caulfield Architects 339 15th Street, Suite 208 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Automobile Ins. Co.	NAIC #: 21849
	INSURER B: XL Specialty Insurance Co.	37885
	INSURER C:	
	INSURER D:	
	INSURER E:	

## 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		AZC80885162 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	03/30/2015	03/30/2016	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AZC80885162	03/30/2015	03/30/2016	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		AZC80885162	03/30/2015	03/30/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WZP81021157	09/01/2014	09/01/2015	X WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		DPS9717586	08/22/2014	08/22/2016	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

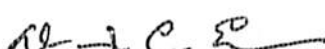
All operations of the named insured.

The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers are named as Additional Insureds to General and Auto Liability per policy form wording. Insurance is Primary and Non contributory with Severability of Interest clause. Waiver of Subrogation applies to Worker's Compensation (See Attached Descriptions) **CITY OF ALAMEDA**

## CERTIFICATE HOLDER

## Risk Management

## CANCELLATION

City of Alameda Public Works Department 950 W. Mall Square #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 
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## DESCRIPTIONS (Continued from Page 1)

coverage per policy form wording. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice and 10 days for non payment to the Certificate Holder



## Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Muller & Caulfield Architects

Policy Number AZC80885162

Producer Dealey, Renton & Associates

Effective Date 03/30/2015

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### Schedule

#### Name of Person(s) or Organization(s)

City of Alameda  
Public Works Department  
950 W. Mall Square #110  
Alameda, CA 94501

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

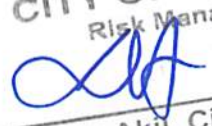
The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

arising out of **your work** for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

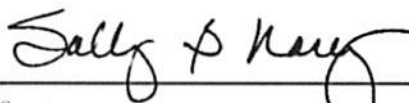
All other terms and conditions of the policy apply.


All operations of the named insured. The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers

**CITY OF ALAMEDA**  
Risk Management  
  
Date 5-26-15  
Lucretia Akil, City Risk Manager

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

  
Secretary

  
President

Insured: Muller & Caulfield Architects

Policy Number: WZP81021157

Effective Date: 09/01/2014

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

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.


**SCHEDULE**

**Person or Organization**

**Job Description**

City of Alameda  
Public Works Department  
950 W. Mall Square #110  
Alameda, CA 94501

All operations of the named insured. The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers

**CITY OF ALAMEDA**  
Risk Management  
  
Date 5-26-15  
Lucretia Akil, City Risk Manager

Countersigned by



Authorized Representative