



Recreation and Park Department

ENCINAL BOAT LAUNCH FACILITY
RENOVATION DESIGN
AGREEMENT WITH
MOFFATT AND NICHOL

ARCHITECTURAL/ENGINEERING AGREEMENT

THIS AGREEMENT, entered into November 4, 2015, by and between CITY OF ALAMEDA, a municipal corporation ("City"), and Moffatt and Nichol, a (California corporation,), whose address is 2185 N. California Blvd., Suite 500, Walnut Creek, California 94596-4732 ("Architect/Engineer"), 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. Architect/Engineer possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City and Architect/Engineer desire to enter into an agreement for the Encinal Boat Launch Facility Renovation 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 November 4, 2015, and shall terminate on March 28, 2016, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO ARCHITECT/ENGINEER:

Architect/Engineer shall be compensated for services performed pursuant to this Agreement in the amount and manner 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 Encinal Boat Launch Facility Planning Grant by California Department of Boating and Waterways fund.

Payment will be made by the City in the following manner: On the first day of each month, Architect/Engineer shall submit a written estimate of the total amount of work done the previous month. Retained amounts shall be paid to Architect/Engineer within 30 days of acceptance of the final design of the Encinal Boat Launch Facility Renovation Design project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Architect/Engineer on

retained funds.

Total compensation for work is \$205,729.00 with a ten percent contingency in the amount of \$20,573.00 for a total not to exceed \$226,302.00. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. **STANDARD OF CARE:**

Architect/Engineer 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.

5. **INDEPENDENT PARTIES:**

City and Architect/Engineer 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 Architect/Engineer, 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 Architect/Engineer'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 Architect/Engineer, 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 Architect/Engineer. Payments of the above items, if required, are the responsibility of Architect/Engineer.

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

Architect/Engineer 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. Architect/Engineer shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Architect/Engineer.

7. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Architect/Engineer agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Architect/Engineer or an employee of Architect/Engineer 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. Architect/Engineer agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

Architect/Engineer certifies and agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or

Architect/Engineer certifies and agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Architect/Engineer shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

Architect/Engineer agrees to post in conspicuous places in each of Architect/Engineer's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Architect/Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Architect/Engineer shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Architect/Engineer's commitments under this paragraph.

Architect/Engineer certifies and agrees that he/she will deal with his/her subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Architect/Engineer shall allow duly authorized county, state and federal representatives access to his/her employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Architect/Engineer shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Architect/Engineer has violated state and federal anti-discrimination laws shall constitute a finding by City that Architect/Engineer has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event Architect/Engineer violates any of the anti-discrimination

provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Architect/Engineer hereby agrees that he/she will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Architect/Engineer receiving Federal Financial Assistance. In addition, Architect/Engineer shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Architect/Engineer's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Nondiscrimination on the Basis of Disabilities (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Architect/Engineer shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations implement Section 504 of the Rehabilitation Act of 1973, as amended, as cited in Section 109 of the Housing and Community Development Act.

Any federally-assisted alteration to a facility, its permanent fixtures or equipment but not including

normal maintenance or repairs, roofing, interior decoration or changes to its mechanical systems, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and with paragraph (3) immediately below.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

8. **HOLD HARMLESS:**

Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, caused solely by the negligence of the City, its City Council, boards and commissions, officers and employees, Architect/Engineer shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Architect/Engineer's negligent act of omission regarding performance of services or work conducted or performed pursuant to this Agreement.

Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its City Council, boards and commissions, officers and employees, Architect/Engineer shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the Architect/Engineer's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

9. **INSURANCE:**

On or before the commencement of the term of this Agreement, Architect/Engineer 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 and D. Such certificates, which do not limit Architect/Engineer'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 Architect/Engineer 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. In addition all policies should contain the following endorsements: The state of California, its officers. Agents employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the City and the Department of Boating and Waterways in respect to the Project and this policy shall not be cancelled without (30) days, prior written notice to the Department.

A. **COVERAGE:**

Architect/Engineer 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 \$1,000,000 aggregate - all other
Property Damage:	\$100,000 each occurrence \$1,000,000 aggregate
Fire Insurance:	90% of the full insurable value of all Insurable components of the Project

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 automobile 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 Architect/Engineer in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Architect/Engineer 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, Architect/Engineer shall look solely to his/her insurance for recovery. Architect/Engineer hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Architect/Engineer or City with respect to the services of Architect/Engineer herein, a waiver of any right to subrogation which any such insurer of said Architect/Engineer may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Architect/Engineer 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 Architect/Engineer's name or as an agent of the Architect/Engineer and shall be compensated by the Architect/Engineer 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, and employees shall be named as an additional insured under all insurance coverages, except any professional liability or workers' compensation 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 Architect/Engineer. Architect/Engineer is advised to consult Architect/Engineer's insurance broker to determine adequate coverage for Architect/Engineer.

10. **CONFLICT OF INTEREST:**

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

11. **PROHIBITION AGAINST TRANSFERS:**

Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer.

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

12. **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 Architect/Engineer employs subcontractors such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Architect/Engineer. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

13. **PERMITS AND LICENSES:**

Architect/Engineer, at his/her 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 services hereunder.

14. **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 Architect/Engineer pursuant to or in connection with this Agreement, shall be the exclusive property of City. Architect/Engineer 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 Architect/Engineer may be used by City in execution or implementation of:

- (1) The original Project for which Architect/Engineer 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. Architect/Engineer 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 Architect/Engineer pursuant to this Agreement shall be made available to any individual or organization by Architect/Engineer without prior approval by City.

15. **RECORDS:**

Architect/Engineer 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.

Architect/Engineer 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. Architect/Engineer shall provide free access to such books and records to the representatives of City or its designee's 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.

16. **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 Architect/Engineer to City shall be addressed to City at:

City of Alameda
Recreation and Park Department
2226 Santa Clara Avenue
Alameda CA 94501
Attention: Patrick Russi

All notices, demands, requests, or approvals from City to Architect/Engineer shall be addressed to Architect/Engineer at:

Moffatt and Nichol
Attention: Dilip Trivedi, PE, Vice President, Principal-in-Charge
2185 N. California Blvd.
Walnut Creek, California
94596-3500

17. **TERMINATION:**

In the event Architect/Engineer fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Architect/Engineer shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five (5) days after receipt by Architect/Engineer 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 Architect/Engineer 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 Architect/Engineer 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.

18. **COST OF LITIGATION:**

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

19. **COMPLIANCES:**

Architect/Engineer 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:**

Architect/Engineer shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind 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 Architect/Engineer.

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:**

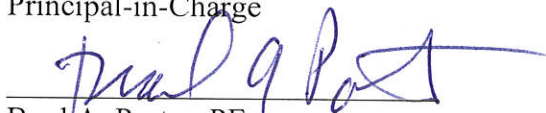
The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

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

ARCHITECT/ENGINEER
Moffatt and Nichol

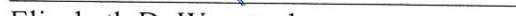


Dilip Trivedi, PE
Principal-in-Charge

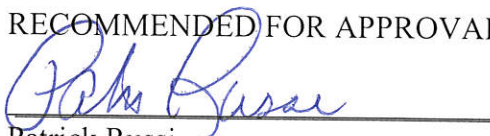


Brad A. Porter, PE
Project Manager / Civil Design

CITY OF ALAMEDA,
A Municipal Corporation


Elizabeth D. Warmerdam
Interim City Manager

RECOMMENDED FOR APPROVAL:



Patrick Russi
Interim Recreation Services Manger

APPROVED AS TO FORM:
City Attorney



Michael Roush
Assistant City Attorney

Exhibit A: Scope of Required Services

Scope of Required Services

The following sections describes, in general, the professional engineering services that will be provided by Moffatt & Nichol.

Preliminary Design

The objective of the Preliminary Design phase is to develop a conceptual layout of the entire project site based on DBW Preliminary Planning Exhibit.

The Preliminary Design will incorporate all proposed features, with attention given to the following:

- DBW Design – Current DBW guidelines for boat launch facilities.
- Accessibility – Standards set by the Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Surface Drainage – Ensure that existing drainage patterns are generally preserved; avoid ponding.
- Limit of Work – Determine the overall footprint of the project, especially the work in the Bay.
- Utilities – Locating and understanding the various utilities servicing the site.

The preliminary Design will be submitted in two versions: Draft and Final. The Draft version will be submitted to the City for review and comment; these comments will be incorporated in the Final version of the Preliminary Design.

Final Design Services

Based on the Final version of the Preliminary Design and comments from the City and DBW, Moffatt & Nichol will continue to refine the design as part of the preparation of Construction Documents (plans, specifications and estimate; PS&E). Numerous subtasks will be performed during Final Design; these are described in more detail below.

1. Schedule

A tentative project schedule was prepared to illustrate the anticipated durations and milestones for the entire design effort, both for Preliminary and Final Design. This schedule is relatively compressed, with 6 submittals and 5 review periods and a targeted completion date in early 2016; this can be accomplished by maintaining strong coordination between the project team, the City, and the DBW.

2. Survey

The project will need survey information sufficient to provide overall plan features and elevations throughout the anticipated project, and detail at the ramp location, sufficient to perform schematic design.

- Topographic – PLS Survey, Inc. will perform ground survey of the above-water portion of the project using RTK-GPS equipment to allow rapid collection of points. Physical features will be surveyed, including curbs, sidewalks, edge of pavement, trees, spot elevations of pavement surface, utility features, flowlines, and other features as necessary

to obtain a comprehensive understanding of the existing condition of the site. Additionally, existing right-of-way, property lines, and easements will be researched and field-located.

- Bathymetry – Will be provided by State Parks Department, Division of Boating and Waterways

3. Geotechnical Investigation

The geotechnical investigation will be of a reconnaissance-level to determine early in the design if there are any unusual site soil conditions that would preclude a conventional on-grade ramp.

The investigation will likely include:

- Review of existing soils reports or information made available by the City
- Site reconnaissance.
- Subsurface investigation, consisting of hand-augering and sampling to a max depth of 8ft.
- Bulk sampling of anticipated subgrade soils.
- Laboratory testing of selected soil samples.
- Engineering analyses and report
- The Geotech recommendation would only include two borings, assessing one in the water.

4. Utilities Services/Engineering

Existing utilities will be identified and located by reviewing existing documentation, contacting utilities (if necessary), and as part of the topographic survey effort. Proposed improvements are expected to tie into existing utility mainlines and will not require off-site utility improvements or changes. Expected utility work includes:

- Electrical: The pre-proposal site visit described the location of the lights as area lighting for the parking area. The new lights are not expected to exceed the available power provided to the site.
- Sewer: The existing sewer system will be replaced with a new sewer system including a sewage pump system.
- Water: The existing potable water to the site will be modified to service the proposed restroom, and the fish cleaning station.
- Gas: No work related to natural gas is anticipated as part of this project.

5. Design Development – Submittal Package

1. From the Final Schematic plan, develop design plans to a 30% and 60% and 90% and 100% 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. Construction Details
 - j. Architectural Plans
 - k. Architectural Details
 - l. Electrical Plans
 - m. Electrical Details
 - n. 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. Coordinate the work as required with the City staff
 9. At 90% submit required number of documents to City Building Permit Center for City review.
6. Final Contract Documents
- The final Plans, Specifications, and Cost Estimate will be prepared for issuance by the City in the Invitation to Bid package. The format of the Plans will be in a single set of full-size sheets per City standards pdf and the specifications will be in a single pdf document; these will be sufficient for inclusion in the BID package for the bidding Contractors' use. Be prepared in conformance with the most recent version of the Department of Boating and Waterways' Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities and becomes the property of the City of Alameda. An Engineer's Estimate of Construction Cost will be submitted to the City for comparison to the bids received.
7. 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. Complete In-house Redline / Review Quality Control (QA/QC) process.

4. 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
 5. Coordinate the work as required with the City staff.
8. Cost Estimate
- Estimate of construction cost will be prepared as part of the Final version of the Preliminary Design, the 60% Construction Documents (submitted prior to issuance of the request for construction bids). The cost estimates will be prepared based on a unit price basis and an estimate of construction quantities. The development of unit prices is based on past relevant bid results, current bidding climate, project-specific considerations, and professional judgement. Our firm is also capable of performing a cost estimate based on labor, equipment, and production rates, however it is anticipated that a unit price based cost estimate is more appropriate and effective for the Encinal BLF project.

General Services and Requirements

The work described in this section will be performed on an as-needed basis throughout the duration of the project design.

Staff Meetings

During Preliminary and Final Design, we anticipate regular design team meetings and /or coordination on a daily or weekly basis. Meeting with City staff will be scheduled as needed, but will be at least monthly to ensure staff is up-to-date with project progress and issues, and to allow staff input and comment during the design process. Meetings may be in person, via conference call, or via web-based internet meetings, depending on actual schedules, availability, and need. A total of 8 staff meetings are anticipated for the project design.

Permit Requirements

Architect/Engineer is responsible for all aspects of the required permit process, including but not limited to Bay Conservation and Development Commission (BCDC), Army Corps of Engineers, Regional Water Quality Control Board (RWQCB), Architect/Engineer is responsible for providing all design documents required for permit applications and to make any required design changes per permitting agency.

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-built 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 materials, equipment standards and guidelines.
4. Construction Documents

Plan sheets will be prepared using the latest cad software and will be based on utilizing reference drawings that are located in the real-world coordinate system (California State Plane) to allow precise location of project features.

Whenever possible and appropriate, standard details and specifications will be used to ensure bids, construction operations, and construction quality. Caltrans has a widely-accepted set of Standard Plans and Standard Specifications that may be used for parking lot features, concrete (precast and cast-in-place) feature, and others. Details will be provided on the plans and specifications prepared for project elements and features that require specific detail not shown on standard plans/specifications.

Exhibit B: Compensation

Moffatt & Nichol Fee Proposal	
1. Preliminary Design	
Kick off meeting	0
Gather existing drawings/data	\$4,862
Evaluate Wave Climate	\$7,728
Survey	0
Concept design	\$6,000
Subtotal	\$18,590
2. Final Design	
30% CD	\$33,700
60% CD	\$28,468
95% CD	\$24,136
100% CD	\$18,706
QA/QC	\$5,824
Subtotal	\$110,834
3. General Services	
Meetings (8 total, monthly)	\$10,128
Public meetings - eliminate	0
Project Management	\$4,556
Subtotal	\$14,684
Subconsultants	
Geotech	\$15,000
Survey	\$5,000
Markup (10%)	\$2,000
Subtotal	\$22,000
Total Labor Budget	\$144,108
Total Subconsultants	\$22,000
Direct Costs	\$1,000
TOTAL PROJECT DESIGN	\$167,108
Permits	\$38,621
GRAND TOTAL	\$205,729



Rates

Our standard rate sheet for professional services is shown below.



RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective July 1, 2014 Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
PROFESSIONALS	Supervisory Engineer/Scientist	\$ 235.00
	Senior Engineer/Scientist	\$ 216.00
	Engineer/Scientist III	\$ 199.00
	Engineer/Scientist II	\$ 175.00
	Engineer/Scientist I	\$ 155.00
	Staff Engineer/Scientist	\$ 123.00
TECHNICIANS	Senior Technician	\$ 170.00
	Designer	\$ 160.00
	CADD II	\$ 135.00
	CADD I	\$ 100.00
CLERICAL	Word Processing	\$ 100.00
	General Clerical	\$ 79.00
SPECIAL	Principal Engineer/Scientist	\$ 258.00
	Deposition & Trial Testimony	\$ 315.00

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

Subcontracts or Outside Services		Cost +15%
Reproductions	-In House	
	Mylar Plots (B/W)	\$2.00/SF
	Color Plots	\$4.00/SF
	Vellum Plots (B/W)	\$1.00/SF
	Bond Plots (B/W)	\$0.50/SF
	Drawing Reproduction	Cost +15%
	Document Reproduction	\$0.10/sheet
	-Outside Reproduction	Cost +15%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost

City of Alameda Contract Review

Moffatt & Nichol has no exceptions to the updated architect/consultant agreement received via e-mail on Tuesday, June 16, 2015 at 3:40 p.m.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2015

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 SullivanCurtisMonroe Insurance Services
1920 Main Street Suite 600
Irvine, CA 92614

CONTACT

NAME:

PHONE

(A/C, No, Ext):

949.250.7172

FAX

(A/C, No):

949.852.9762

E-MAIL

ADDRESS:

www.SullivanCurtisMonroe.com

License # 0E83670

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Liberty Mutual Fire Insurance Company

23035

INSURER B : American Guarantee & Liability Insurance Comp

26247

INSURER C : National Union Fire Insurance Co Pittsburgh PA

19445

INSURER D :

INSURER E :

INSURER F :

INSURED
Moffatt & Nichol
Moffatt & Nichol, Inc.
3780 Kilroy Airport Way, Suite 750
Long Beach CA 90806

COVERAGES

CERTIFICATE NUMBER: 25940444

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"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Project/Loc. Agg \$15M	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB7-Z91-462731-025	7/1/2015	11/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible/SIR \$ None
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-Z91-462731-015 Comp Ded \$1,000 Coll Ded \$1,000	7/1/2015	11/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AUC5761680-02	7/1/2015	11/22/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Deductible/SIR \$ None
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	4321233 Includes USL&H	7/1/2015	7/1/2016	<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

[Signature] Date 10-6-15

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

Re: Encinal Boat Launch Facility Renovation

City of Alameda, its City Council, boards and commissions, officers, and employees, and the state of California, its officers, agents, employees, and servants are named as additional insureds on the General Liability and Automobile Liability per attached. General Liability and Automobile Liability Waiver of Subrogation applies per attached. 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.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Recreation and Park Department
Attn: Risk Manager
2226 Santa Clara Avenue
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

Nancy Turner

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ACORD 25 (2014/01)

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POLICY NUMBER: TB7-Z91-462731-025
Effective Date: 7/1/2015

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

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 GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

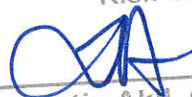
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CITY OF ALAMEDA
Risk Management

 Date 10-6-15
Lucretia Akil, City Risk Manager

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2015

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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 10550 Santa Ana CA 92711-0550	CONTACT NAME: Robin Lee	
	PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818 E-MAIL ADDRESS: rlee@dealeyrenton.com	
INSURED Moffatt & Nichol 3780 Kilroy Airport Way #750 Long Beach, CA 90806	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2147098239

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
	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 <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			G25660225001	11/22/2014	11/22/2015	per claim annl aggr. \$1,000,000 \$1,000,000

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

10 Days for Non-Payment/30 day notice for cancellation
Encinal Boat Launch Facility Renovation

CERTIFICATE HOLDER

CANCELLATION

CITY OF ALAMEDA Attn: RECREATION AND PARK DEPT 2226 SANTA CLARA AVENUE 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 <i>Karin Thorp</i>