

## **CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF ALAMEDA, a municipal corporation ("City"), and Placeworks, a California corporation, whose address is 1625 Shattuck Avenue, Suite 300, Berkeley, CA 94709 ("Consultant"), is made with reference to the following:

### **RECITALS:**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

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

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

D. City and Consultant desire to enter into an agreement Design of Jean Sweeney Open Space Park ("the Project") upon the terms and conditions herein.

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

### **1. TERM:**

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

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

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

### **3. COMPENSATION TO CONSULTANT:**

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

Payment will be made by the City in the following manner: On the first day of each month, Consultant shall submit a written invoice detailing what work it has done the previous month and the percentage of the Phase or Phases that it has completed. City shall review the invoice and if the City is in agreement, it shall pay Consultant for 100% of the invoiced amount. Monthly payments shall not be construed as City's acceptance of defective work.

Based upon Consultant's construction drawings, City intends to put the Project out to bid first for Phase 2 – Eastern End. If the subsequent, lowest responsible construction bid for Phase 2 comes in more than 10% over Consultant's Engineer's Estimate, Consultant shall work with the City to value engineer the Project and provide, at no cost to the City, revised construction drawings.

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

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

5. **STANDARD OF CARE:**

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

6. **INDEPENDENT PARTIES:**

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

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

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

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

**Indemnification:**

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

**Indemnification For Claims for Professional Liability:**

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as

set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$500,000

each occurrence

\$1,000,000

aggregate - all other

Property Damage: \$100,000 each occurrence

\$250,000 aggregate

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

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$500,000 each occurrence

Property Damage: \$100,000 each occurrence

or

Combined Single Limit: \$500,000 each occurrence

(4) **Professional Liability:**

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

B. **SUBROGATION WAIVER:**

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

subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

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

**D. ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

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

**11. CONFLICT OF INTEREST:**

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

**12. PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

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

**13. SUBCONSULTANT APPROVAL:**

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

the performance of this Agreement.

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

14. **PERMITS AND LICENSES:**

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

15. **REPORTS:**

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

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

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

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

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

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

16. **RECORDS:**

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

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow

inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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

**17. NOTICES:**

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

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

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

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

Placeworks  
1625 Shattuck Avenue, Suite 300  
Berkeley, CA 94709  
Attn: Principal, Sarah Sutton

**18. TERMINATION:**

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

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

**19. COMPLIANCES:**

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

**20. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of

another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

21. **ADVERTISEMENT:**

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

22. **WAIVER:**

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

23. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

24. **INSERTED PROVISIONS:**

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

25. **CAPTIONS:**

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

*\* Signatures on Next Page \**

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

PLACEWORKS  
A California Corporation

By 

Title CEO

By 

Title PRINCIPAL

CITY OF ALAMEDA  
A Municipal Corporation

By 

Title Interim City Manager

RECOMMENDED FOR APPROVAL:

By 

Title Interim Asst. City Manager

APPROVED AS TO FORM:

City Attorney

By 

Title Sr. Assist. City Attorney



# EXHIBIT A: SCOPE OF WORK AND COSTS

This exhibit describes the scope of services, schedule, products, and meetings for the Jean Sweeney Open Space Park to be conducted by PlaceWorks for the City of Alameda in cooperation with BKF Engineers, Brookwater, KPW Structural Engineers, and The Engineering Enterprise.

## SCOPE OF SERVICES

### I. PRELIMINARY INVESTIGATION AND DESIGN

#### Task A. *Project Initiation and On-Going Tasks*

The PlaceWorks team and City staff will work together to initiate the project.

#### 1. Project Kick-Off Meeting/Staff Meeting #1

PlaceWorks will meet with City staff to review the scope of work, schedule, budget, and associated details to discuss any changes. This meeting will allow the team to gather pertinent documents; review information needs, site history, programmatic intent of the existing master plan and discuss expectations for the process. It is recommended that staff from City departments, including Public Works Maintenance, Recreation and Parks, and the Fire Department, to contribute their concerns and needs from the outset and during the course of the project.

We will discuss programming as represented in the master plan, and preliminary spatial needs for a myriad of uses in discussion such as food trucks in the plazas, outdoor classrooms, modifications to the urban agriculture design elements per Community liaison, as well as potential phasing of the project per available funding.

As part of this task, the project schedule will be reviewed and dates will be established for meetings with the City, Steering Committee meetings and the Recreation and Parks Commission meeting schedules, as well as milestone deliverables. PlaceWorks will revise and update the project schedule and continue to track the project.

The PlaceWorks team will conduct a preliminary tour of the site. During this preliminary site visit, the team will consider pedestrian and auto access, parking, viewsheds, unique features, drainage, residential and commercial land use adjacencies, existing structures and fencing, and existing trees and vegetation. The tour will follow the kick-off meeting, and will inform the more detailed studies conducted in Task B.

Products: *Meeting Agenda & Summary, Adjusted Finalized Scope, Revised Project Schedule*

TABLE 1 WORK PROGRAM SUMMARY	
<b>I. PRELIMINARY INVESTIGATION &amp; DESIGN</b>	
<b>Task A: Project Initiation &amp; On-Going Tasks</b>	
1. Project Kick-Off Meeting/Staff Meeting #1	2. Community Input Meetings 3. Ongoing Tasks
<b>Task B: Existing Conditions &amp; Background Information</b>	
1. Background Data Review 2. Base Map	3. Site Assessment 4. Existing Conditions Summary
<b>Task C: Preliminary Design Approval</b>	
1. Staff Meeting #2 2. Master Plan Design Development 3. Staff Meeting #3 4. Jean Sweeney Open Space Park Steering Committee 5. Community Garden Steering Committee	6. Staff Meeting #4 7. Final Site Concept Design 8. Steering Committees Combined 9. City Staff Meeting #5 10. Recreation & Parks Commission Meeting
<b>II. PROJECT FINALIZATION</b>	
<b>Task A: Draft Construction Plans &amp; Specifications</b>	
1. 60% PS&E Submittal 2. City Staff Meeting #6 – 60% Review	3. 95% PS&E Submittal/City Plan Check 4. City Staff Meeting #7 – 95% Review
<b>Task B: Final Construction Plans &amp; Specifications</b>	
1. 100% PS&E Submittal 2. City Staff Meeting #8 – 100% Review	3. Final Bid Set Submittal
<b>Task C: Construction Administration &amp; As-Built Construction Plans</b>	
1. Pre-Bid Meeting 2. Bid Evaluation Assistance	3. Construction Administration 4. As-Built Construction Documents
<b>Task D: Interpretive Signage Content Development &amp; Design</b>	
1. Content Development	2. Fabrication & Installation

## 2. Community Input Meetings

The PlaceWorks team will ensure there is effective, targeted input from the Steering Committees already in place on the project. The work to date by these various user groups has solidified a direction for the park and their continued input will help to ensure that the vision is realized as originally conceived. These Steering Committee meetings are described in chronological order below in Task C:

- Jean Sweeney Open Space Park Steering Committee
- Community Garden Steering Committee
- Steering Committees Combined
- Recreation and Parks Commission

## 3. Ongoing Tasks

As part of a series of on-going project management tasks, PlaceWorks will perform the typical tasks related to project management and construction document submittals including the following:



- **Cost Estimates.** Preliminary estimates will be prepared as outlined and discussed within the scope of work. During Task C, cost estimates will be prepared as part of the preferred design and final design (augmented from the master plan). Upon approval of the augmentation of the master plan, cost estimates will be prepared as part of the PS&E packages at 60%, 95%, and 100% submittals, organized by CSI/Specification sections. The Final Bid Estimate and Bid Form will be submitted to the City for the contractor bidding phase.
- **Utilities Services/Engineering.** BKF Engineers will lead this effort throughout the design phase of the project. Utility mapping is included as part of the additional topographic surveys needed for specific areas of improvements within the park. Coordination with utility agencies will occur during the construction documents phase of the project.
- **Staff Meetings.** PlaceWorks will facilitate staff meetings for the project. Staff Meetings are listed within the scope of work at key opportunities to check in on the design progress for feedback and direction. Meetings may be held as conference calls, in-person meetings, or as site tours, and will be strategically timed for key product reviews and/or prior to outreach efforts. This scope assumes eight focused staff meetings, including those listed in this scope of work; additional meetings can be negotiated as necessary.
- **Monthly Invoicing.** PlaceWorks invoices on a monthly basis and will provide itemized invoices for staff hours, sub-consultant invoice back up, and reimbursable expense receipts as necessary.

## *Task B. Existing Conditions and Background Information*

In this task, the PlaceWorks team will review existing data and analyze the site, and prepare an existing conditions memorandum and graphic as described in Task B.4.

### **1. Background Data Review**

The PlaceWorks team will review existing data, as-built drawings, and any previous studies to be provided by the City. The City will provide all pertinent data, including standards for details, available aerial photography, and as-built drawings for adjacent improvements. City staff will also provide information regarding the history of the site, including current issues of concern, and building information.

- Aerial Maps of area
- Right-of-way (ROW) maps of surrounding area
- Geotechnical Report for entire site (by separate City consultant)
- Wetlands Delineation for entire site (by separate City consultant)
- IS/MND and Mitigation Measures
- Alameda Municipal Code Regulations (including protected tree removal policies)
- Alameda Master Street Plan
- Status of Soil Remediation Report -Remediation Action Work plan (RAW)
- Input from Stakeholders
- Alameda Point Collaborative Feasibility Study for 2-Acre Community Garden
- Updated Del Monte plans for Sherman Road Realignment, including Grading Plans
- Cross Alameda Trail Construction Documents (Phase 1)
- Urban Farm and Garden Plan

- AC Transit Bus Service Plans (Including Potential BRT plans)
- Utility Maps and Master Plans

## 2. Base Map

The PlaceWorks team will prepare a base map for the Preliminary Concept Plan utilizing information provided by the City, including existing site plans, as-builts, and research of utility company information. This base will be prepared to a scale suitable for developing the alternative and final concept plans on construction document sheets. Because the majority of the site is only represented by an aerial survey, BKF will conduct a supplemental field survey to document areas where more detail is necessary. It is anticipated that these areas will be:

- Accessible connections between the park and the public right of way
- Miscellaneous structures planned for demolition
- Protected and/or historic trees

Products: *Additional Survey and Project Base Map*

## 3. Site Assessment

The PlaceWorks team will conduct a site visit to gather initial field data first-hand and envision potential design modifications. PlaceWorks will conduct a general analysis of the site, including, but not limited to, the following:

- Adjacent properties and neighborhood
- Pedestrian/Bicycle access
- Street parking
- Tree plantings and other landscaping
- Maintenance issues
- Location of existing stormwater utilities
- Edges, gateways, landmarks, and landscape features
- Visibility and sight lines
- Vehicular maintenance and visitor circulation
- ADA access
- Views and unique features
- Safety and Lighting
- Drainage patterns and infrastructure
- Utility points of connection

### a. Tree Evaluation

PlaceWorks will evaluate the general health and structural condition of the trees growing within or near the construction limits of the park master plan. This evaluation will provide a current evaluation of the trees and an assessment of construction impact. We will review based on the Alameda Municipal Code regulations, and mark on the surveyed base map the exact location of preserved and/or historic trees to be preserved, including species and trunk diameter.

b. Hydraulic Analysis

It is understood that the City has a "zero runoff" goal for the park. BKF will gather percolation rate information from the geotechnical report and use this to size the retention ponds. This will determine the feasibility of achieving this goal. If it is determined that the ponds will need to be too large for zero runoff, we will prepare calculations to determine a size that meets the park goals and achieves a net decrease in runoff from the site. BKF will prepare a hydraulic model using StormCAD to size the onsite storm drainage pipes. It is anticipated that this report will also detail the design of the stormwater quality treatment. This information will be submitted to the City in report format with tabular calculations.

Products: *Hydraulic Analysis Report with Calculations*

c. Remediation Action Work Plan Review

BKF will review the Remediation Action Work plan (RAW) provided by SLR International, for the purpose of incorporating its stipulations into the final plan set. BKF will coordinate with PlaceWorks on the location of capped soils and the overall master plan concept.

d. Horticultural Soils Report

PlaceWorks will obtain on-site soils samples to determine baseline conditions for soil structure, texture, organic matter, and available nutrients at the site analysis phase to inform decisions and confirm assumptions about approaches to planting, soil preparation requirements, and impacts upon project costs. This report will also become the basis for preparing a Bay-Friendly Soil Management Plan, which is also required by the Water Efficient Landscape Ordinance. Should it be determined by the Remediation Action Work Plan that import soil will be required for all planting areas; this test can be deferred until suitable import stockpiles have been identified.

Products: *Horticultural Soils Report*

#### **4. Existing Conditions Summary**

Using information gathered in Tasks A and B, PlaceWorks will prepare an Opportunities and Constraints Summary Memorandum to summarize the information inventoried by the team. The opportunities and constraints will be developed based on the layout and direction of the master plan and will include a diagram overlay of the master plan concept that will highlight changes (if any) to the master plan concepts based on existing conditions, including circulation patterns, retention of existing vegetation, views to and from the site, spatial changes to outdoor spaces, and locations and opportunities for connections between and the renovation of any existing elements in the project area. These graphics will help communicate and illustrate informed design decisions. The Memorandum will be submitted to City staff for review and comment.

Products: *Existing Conditions Memo and Master Plan Graphic: Site Assessment*

### **Task C. Preliminary Design Approval**

In this Task, PlaceWorks will work with the City to engage the existing Steering Committees and develop preliminary and final site concept designs for the Jean Sweeney Open Space Park.

#### **1. City Staff Meeting #2**

The PlaceWorks team will meet with City staff to review the Existing Conditions Memorandum and potential deviations from the Master Plan concept. The design team will discuss the preliminary layout and detailing for the park, including preliminary concept alternatives for areas of the site.

Products: *Meeting Agenda and Presentation Materials, Meeting Summary Notes*

#### **2. Master Plan Design Development**

PlaceWorks will prepare an updated Master Plan drawing with options, as appropriate, for key areas. Documents will include cross sections of the park's key areas with proposed grades; educational opportunities and themes for design and interpretive signage, and optional materials and approaches to details throughout the park. A layout of the plaza areas for scale and opportunities for programming and/or circulation, as well as the historic rail yard house and preliminary grading studies, will address potential programmatic uses. PlaceWorks will also update the Idea Book with suggested imagery, details and materials for review with City staff and at the subsequent Steering Committee meetings.

BKF will assist in the conceptual design and layout for the stormwater retention features. The layout of these features will conform as closely as possible to the water retention areas shown within the conceptual park masterplan. However, there may need to be modifications to provide the amount of storage necessary to achieve the City's goal of zero stormwater runoff from the site post construction. BKF and PlaceWorks will work together to prepare a concept that is both effective as a stormwater management feature as well as an attractive park amenity. Draft concept alternative plans will be submitted to City staff for review and refinement prior to the development of a final concept design, along with order of magnitude cost estimates.

Products: *Updated Master Plan Graphic, Site Cross-Sections, up to four Plan Enlargements of key areas, Preliminary Stormwater Layout Diagram, an updated Idea Book with Photos/Graphics and Preliminary Cost Estimate*

#### **3. City Staff Meeting #3**

The PlaceWorks team will meet with City staff to review the plans, stormwater concepts, Idea Book and preliminary cost estimate and to discuss the approach and agenda for the Steering Committee Meetings.

Products: *Meeting Agenda and Presentation Materials, Meeting Summary Notes*

#### **4. Jean Sweeney Open Space Park Steering Committee**

PlaceWorks will facilitate a meeting with the Jean Sweeney Open Space Steering Committee to review the process to date and to discuss the Preferred Conceptual Design for the site. After an overview of the conceptual design process and the Preferred Plan and its elements, attendees will provide input and feedback on the plans to date. PlaceWorks will summarize the comments and identify where consensus has been attained.

Products: *Meeting Agenda and Presentation Materials, Meeting Summary Notes*

#### **5. Community Garden Steering Committee**

PlaceWorks will facilitate a meeting with the Community Garden Steering Committee to review the process to date and to discuss the Preferred Conceptual Design for the site. After an overview of the conceptual design process and the Preferred Plan and its elements, attendees will provide input and feedback on the plans to date. PlaceWorks will summarize the comments and identify where consensus has been attained.

Products: *Meeting Agenda and Presentation Materials, Meeting Summary Notes*

#### **6. City Staff Meeting #4**

PlaceWorks will meet with City staff to discuss input from the two Steering Committee meetings and agree on the direction for the Final Site Concept Plan.

Products: *Meeting Agenda, Meeting Summary Notes*

#### **7. Final Site Concept Design**

Based on direction from the City and input received at the Steering Committee meetings, the PlaceWorks team will create a Final Site Concept Plan for presentation to the combined Steering Committees. The documents will include an AutoCAD base plan with the overall site and trail layout, sketches and sections to illustrate key areas, an updated Idea Book with photos and graphics to help convey the vision and character of the final design.

PlaceWorks will also fill out the Bay-Friendly scorecard to assess the project goals and preliminary elements to be considered when preparing the construction documents.

BKF will prepare a cost estimate for Civil Sitework items associated with the Final Concept Design, and PlaceWorks will compile and insert additional estimate information from each of the disciplines within the PlaceWorks team.

Products: *Final Site Concept Plan (in AutoCAD), Sketches and Sections, Idea Book, Final Cost Estimate, Bay-Friendly Scorecard*

#### **8. Steering Committees Combined**

PlaceWorks will facilitate a meeting with both Steering Committees to review the Final Conceptual Design for the site.

Products: *Meeting Agenda and Presentation Materials, Meeting Summary Notes*

## 9. City Staff Meeting #5

PlaceWorks will meet with City staff to review input from the Steering Committees and the proposed Final Site Concept Design. The City will also provide comments on the Bay-Friendly scorecard and goals, to verify the design intent prior to initiating construction documents.

Products: *Meeting Agenda and Presentation Materials, Meeting Summary Notes*

## 10. Recreation and Parks Commission Meeting

PlaceWorks will present the Final Site Concept Design to the Recreation and Parks Commission for review and acceptance. A summary of comments received from the Steering Committees will be provided as part of the presentation.

Products: *Presentation Materials, Meeting Summary Notes*

# II. PROJECT FINALIZATION

### Task A. Draft Construction Plans and Specifications

In this task, the PlaceWorks team will move into the construction documents phase through to project design finalization.

#### 1. 60% PS&E Submittal

The PlaceWorks team will prepare a 60% submittal set including plans, technical specifications and cost estimate, and submit the set for review. The City will provide a sample bid set of an approved and recently bid large park project to be used as a reference.

##### a. Plans

The preliminary list and count of the construction document sheet set is anticipated to include approximately 90 to 100 sheets and is listed in Table 2. We believe for the purpose of clarity that construction document plans are best prepared at 1:20 scale (some plans are represented at 1:40 scale where appropriate).

**TABLE 2 PRELIMINARY CONSTRUCTION DOCUMENT SHEETS (60% 95%, 100% BID SET)**

SHEET TITLE	RESPONSIBILITY	SHEETS
Title Sheet and Location Map	PlaceWorks	1
Notes, Legend and Abbreviations	PlaceWorks	1
Construction Area Signs	BKF	2
Existing conditions /BASE @ 1:40	BKF	4
Erosion Control Plans @ 1:40	BKF	4



TABLE 2 PRELIMINARY CONSTRUCTION DOCUMENT SHEETS (60% 95%, 100% BID SET)		
SHEET TITLE	RESPONSIBILITY	SHEETS
Erosion Control Details	BKF	1
Demolition Plans @ 1:20	BKF	8
Drainage & Utility Plan (C.3/Calcs)	BKF	4
Drainage Profiles	BKF	1
Civil Construction Details	BKF	3
Grading, Drainage & Utility Plans @1:20	BKF	8
Layout Plans @1:20	PlaceWorks	8
Detail Reference Plan @1:20	PlaceWorks	8
Electrical Plans @1:20	Engineering Ent	8
Electrical Details	Engineering Ent	1
Irrigation Plans @1:20 WELC Calcs & Submittals	Brookwater	8
Planting Plan @1:20 Bay Friendly Score Card	PlaceWorks	8
Construction Details	PlaceWorks	10
Irrigation Details	Brookwater	2
Planting Details	PlaceWorks	2
Interpretive Signage Plan & Details	PlaceWorks (Optional)	4

b. Utility Coordination

BKF will assist PlaceWorks with the direction and verification of existing utilities with the information gathered from as-builts and field surveys. If it is anticipated that there are existing utilities which will interfere with the placement of gravity-fed utilities, BKF will recommend the City conduct potholing at these locations. This will allow for solutions to be determined prior to contractor mobilization. BKF will coordinate with utility agencies as necessary, though it is anticipated that the City is in coordination with EBMUD already for water service application associated with Phase 1 and that our sub-consultant on this project, Engineering Enterprise, has already prepared an application for electricity as part of the Phase 1 Trail Project. Sanitary and Storm drain utilities are City-owned.

c. Supplemental Topographic Survey

Once the conceptual layout is approved, BKF will review the layout to determine where additional surveying will be necessary to refine the project design. It is anticipated that an additional two days of survey will be sufficient to verify existing conditions affecting the project design.

**d. Erosion Control and Stormwater Management**

BKF will provide the "Cleanwater checklist" for the City and an erosion control plan. BKF will assist the City in setting up the State's SMART website. The preparation of the NOI, and the SWPPP will be included in the contractor's scope of work, as well as the monitoring of the site's stormwater measures during construction. BKF will identify the Contractor's responsibilities in the plans and specifications.

**e. Technical Specifications (CSI Format)**

The PlaceWorks team will prepare detailed construction specifications using the CSI format. Each section will identify standards, materials, and execution criteria, and will indicate measurement and payment. The draft specifications will be submitted with the construction drawings at the 60% submittal stage.

**f. Cost Estimate**

The PlaceWorks team will produce a detailed cost estimate for the construction of the project at the 60% stage. The format will include estimated quantities as appropriate for the City to prepare a bid form in the final bid proposal.

*Products: 60% PS&E Submittal; PDFs of the drawings, specifications, and cost estimates will be provided electronically. 1 set Full Size hard copies will be submitted for review.*

**2. City Staff Meeting #6 – 60% Review**

Following a 3-week review period, City staff will provide PlaceWorks with one set of consolidated review comments prior to the review meeting. PlaceWorks will meet with City staff, including representatives from key City departments such as AMP, Public Works, Fire and Building, to review comments on the 60% set and clarify any questions that may arise.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

**3. 95% PS&E Submittal/City Plan Check**

The PlaceWorks team will prepare a response to the 60% review comments that will be forwarded to the City with the 95% submittal. The PlaceWorks team will prepare and submit a set of documents at a 95% level of completion, incorporating comments from the 60% review to submit for review and approval.

*Products: 60% PS&E Submittal Review Comments Response; 95% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 6 sets Full Size hard copies will be submitted for review.*

**4. City Staff Meeting #7 – 95% Review**

Following a 3-week review period, City staff will provide PlaceWorks with one set of consolidated review comments prior to the review meeting. PlaceWorks will meet with City staff to review comments on the 95% set and clarify any questions that may arise.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

## *Task B. Final Construction Plans and Specifications*

### **1. 100% PS&E Submittal**

The PlaceWorks team will prepare a response to the 95% review comments that will be forwarded to the City with the 100% submittal. The PlaceWorks team will prepare and submit a set of documents at a 100% level of completion, incorporating comments from the 95% review to submit for review and approval.

*Products: 95% PS&E Submittal Review Comments Response; 100% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 1 set Full Size hard copies will be submitted for review.*

### **2. City Staff Meeting #8 – 100% Review**

Following a 2-week review period by City staff, PlaceWorks will meet with City staff to review comments on the 100% set and clarify any questions that may arise. Prior to this meeting, the City will provide PlaceWorks with one set of consolidated review comments.

*Products: Meeting Agenda and Presentation Materials, Meeting Summary Notes*

### **3. Final Bid Set Submittal**

After review of final comments from the City, PlaceWorks will incorporate comments and finalize the construction documents for the City to initiate the bid process.

*Products: Final Bid Set PS&E Submittal; Two wet-signed Full-Size Set Copies of the Construction Drawings; a CD Submittal of the Pin ACAD 2012 (saved down as appropriate) Electronic Submittal of Specifications and Cost Estimates; and a "Camera-Ready" Hard Copy of the Specifications and Cost Estimate*

## *Task C. Construction Administration and As-Built Construction Plans*

The PlaceWorks team is available to assist the City with construction administration as needed. In addition, BKF can provide full construction management services if desired by the City. A separate fee estimate can be provided at the City's request. The PlaceWorks team will assist the City throughout the bid process and construction, including the following subtasks. We have listed our assumptions for these tasks below. Additional hours, if required, can be arranged on a time-and-materials basis.

### **1. Pre-Bid Meeting and Assistance**

To assist the City during the bid process, PlaceWorks will:

- Attend one pre-bid meeting to assist City staff in answering contractor questions, prior to the submittal of the bids.

- Prepare technical information or changes to include in addenda being prepared by the City.
- Respond to requests for information.

## **2. Bid Evaluation Assistance**

PlaceWorks will assist the City in reviewing the bids and attend one meeting, if required.

## **3. Construction Administration**

The PlaceWorks team will provide technical assistance throughout construction of buildings and park improvements as noted below. We anticipate the following construction schedule for Phase 2 of the park:

- Startup and demo - 1 month
- Remediation (assuming fairly extensive soil movement) - 2 months
- Mass grading - 1 month
- Main Utilities - 1 month
- Fine grading phase - 2 weeks
- Surface Park improvements and lighting phase 3 months
- Planting and irrigation phase 1 month
- Finalization/Punch list - 6 weeks

### **a. Pre-Construction Meeting**

PlaceWorks will attend a pre-construction meeting with City staff and the Contractor to review the drawings and specs. The City will create an agenda and prepare minutes as a record of the meeting. At the meeting, the project team, including the City project manager, project inspector and contractor will discuss the following:

- Technical and Environmental Issues of Concern, including required Pre-Construction Surveys
- Coordination of site work and remediation
- BFL Rater, hired separately by the City, will attend the meeting and review checklist and scorecard to advise contractor of required submittals.

### **b. Contractor Submittals Review**

PlaceWorks team will review submittals for conformance to plans and specifications and prepare a written response for each submittal. We will also provide submittals as appropriate to the Bay-Friendly Rater for their records.

### **c. Project Coordination Meetings**

PlaceWorks will participate in one project coordination meeting per month of the anticipated 10-12 month construction of Phase 1 in addition to the start-up meeting. For each meeting, the City inspector will create an agenda and prepare minutes as a record of the meeting. It is anticipated that a majority of the Coordination meetings can be conducted by conference call or go to meeting.

d. Construction Site Meetings

PlaceWorks will participate in regular site meetings throughout the duration of the construction period of Phase 1. Throughout the anticipated construction schedule outlined above, not all consultants will be required to be on site. PlaceWorks will attend up to 2-3 site meetings during the first 5 months of the project construction from project start-up to main utilities. Hence forward, Placeworks will attend 12-15 site meetings for the latter 6 month stages. (PlaceWorks totals anticipated meetings 14-18). It is anticipated that site meetings will take approximately 3 hours including travel time.

For each meeting, the City inspector will create an agenda and prepare minutes as a record of the meeting. Additional site meetings, if requested, will be billed on a time-and-materials basis.

i. *Site Reviews*

PlaceWorks will assist in coordinating site reviews by City-hired inspectors and PlaceWorks subconsultants, up to the maximum allowance of hours noted in the cost estimate, including:

- **BKF Civil Engineer.** An allowance of hours is included for BKF, the Civil Engineer on the project. BKF Engineers will attend 10-12 meetings during the first 5 months of the project construction from project start up to main utilities. Hence forward, BKF will attend 2-3 site meetings for the later six month stages. (BKF total anticipated meetings 12-15). Additional site visits, if required, will be billed as an extra task on a time and materials basis.
- **Irrigation Design Review.** An allowance of hours is included for Brookwater, the irrigation designer on the project. Additional site visits, if required, will be billed as an extra task on a time and materials basis.
- **Electrical Subconsultant.** An allowance of hours is included to have TEE review the electrical submittals and record drawings.

ii. *Mock-Ups and Field Samples*

PlaceWorks will review the required mock-ups and field samples as indicated in the Technical Specifications as part of the above construction site meetings. It is the contractor's and City inspector's responsibility to coordinate review of these during part of the above site meetings as part of the agenda.

iii. *Request For Information Response and Review*

PlaceWorks will respond to questions from the Contractor in the field, as requested by the City. An allowance of hours is included in the cost estimate. Additional hours, if requested, will be billed on a time and materials basis. PlaceWorks will respond in a timely and efficient manner to the contractor's requests for additional information. As needed, we will provide sketches, revised plans and/or memos to clarify questions raised in the field. These documents will be dated and numbered sequentially for accuracy and clarity.

iv. *Pre- and Final Site Visit Punch List*

PlaceWorks will develop a draft punch list for the field inspector and contractor's review following a pre-final site visit. PlaceWorks will participate in a final site visit to go over the items in the punch list, once the contractor has indicated the list is complete.

#### **4. As-Built Construction Documents**

The PlaceWorks team will assist the City with development of as-built drawings to complete the project.

*Products: As built drawings. One Full-Size Set Copy of the As Builts; a CD Submittal of the Plan in ACAD 2012 (saved down as appropriate).*

*Task D. Interpretive Signage and Content Development*

Concurrently with Construction Document preparation, PlaceWorks will work with the City to develop content, graphics and coordinate fabrication of five (5) interpretive signs, working with Fossil Industries as the chosen vendor for the City. The construction documents will include the provision and installation of the signage posts and frames, and installation of the graphic panels by the contractor that will be designed by PlaceWorks and provided separately by the City.

#### **1. Content Development**

a. Content Submission

PlaceWorks will develop draft content for all signs and will submit content to the City in MS Word. The content will include the text and photos to be included, as well as brief descriptions of other graphics. PlaceWorks and the City will have a conference call to review the Content Submission and agree upon a set of revisions to be made.

b. Draft Graphics Submission

PlaceWorks will develop and submit the draft graphic layout for all signs with the agreed upon content. PlaceWorks and the City will have a conference call to review the Draft Graphics Submission, and agree upon a set of revisions to be made.

c. Pre-Final Graphics Submission

PlaceWorks will refine and draft graphic layout for all signs based on the City's input, and submit a pre-final version. PlaceWorks and the City will have a conference call to review the Pre-Final Graphics Submission, and agree upon a set of revisions to be made.

d. Final Graphics Submission

PlaceWorks will refine the final graphic layout for all signs based on the City's input, and submit the production-ready version to Fossil Industries. The City will order the signs directly from Fossil Industries and provide the finished panels to the Contractor for installation.

*Products: Draft text in MS Word, Draft and Final Graphic Layout in PDF format, Final electronic camera-ready graphics for production.*

## 2. Fabrication and Installation

### a. Fabrication and Quality Control Oversight

PlaceWorks will work with Fossil Industries to oversee the fabrication process and ensure quality control of the final product.

### b. Installation and Quality Control Oversight

PlaceWorks will be available, as needed, to oversee the installation of the signage on-site.

## PRODUCTS

The following products will be submitted to the City of Alameda in fulfillment of our proposed scope of work:

### I. PRELIMINARY INVESTIGATION AND DESIGN

- Task A. 1 Kick-off Meeting Agenda and Summary, Adjusted Finalized Scope, Revised Project Schedule
- Task B.2 Additional Survey and Project Base Map
- Task B.3 Site Assessment Products:
  - Hydraulic Analysis Report and Calculations
  - Horticultural Soils Report
- Task B.4 Existing Conditions Memo and Master Plan Graphic: Site Assessment
- Task C.1. City Staff Meeting #2 Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 2 Updated Master Plan Graphic, Site Cross-Sections, up to four Plan Enlargements of key areas, Preliminary Stormwater Layout Diagram, an updated Idea Book with Photos/Graphics and Preliminary Cost Estimate
- Task C. 3 City Staff Meeting #3 Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 4 Steering Committee Meeting Agenda and Presentation Materials, Meeting Summary Notes
- Task C.5 Steering Committee Meeting Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 6 City Staff Meeting #4 Agenda and Presentation Materials, Meeting Summary Notes
- Task C.7 Final Site Concept Plan and Idea Book with Photos/Graphics, Final Cost Estimate, Bay-Friendly Scorecard
- Task C. 8 Steering Committees Combined Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 9 City Staff Meeting #5 Agenda and Presentation Materials, Meeting Summary Notes
- Task C. 10 Recreation and Parks Commission Meeting Presentation Materials, Meeting Summary Notes

## II. PROJECT FINALIZATION

- Task A. 1 60% PS&E Submittal; PDFs of the drawings, specifications, and cost estimates will be provided electronically. 1 set Full Size hard copies will be submitted for review.
- Task A. 2 City Staff Meeting #6 Agenda and Presentation Materials, Meeting Summary Notes
- Task A. 3 60% PS&E Submittal Review Comments Response; 95% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 6 sets Full Size hard copies will be submitted for review.
- Task A. 4. City Staff Meeting #7 Agenda and Presentation Materials, Meeting Summary Notes.
- Task B. 1 95% PS&E Submittal Review Comments Response; 100% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 1 set Full Size hard copies will be submitted for review.
- Task B.2 City Staff Meeting #8 Agenda and Presentation Materials, Meeting Summary Notes
- Task B. 3 Final Bid Set PS&E Submittal; Two wet-signed Full-Size Set Copies of the Construction Drawings; a CD Submittal of the Plan in ACAD 2012 (saved down as appropriate) Electronic Submittal of Specifications and Cost Estimates; and a "Camera-Ready" Hard Copy of the Specifications and Cost Estimate.
- Task C. 4 As built drawings. One Full-Size Set Copy of the As Builts; a CD Submittal of the Plan in ACAD 2012 (saved down as appropriate).
- Task D.1 Draft text in MS Word, Draft and Final Graphic Layout in PDF format, Final electronic camera-ready graphics for production.

## MEETINGS

Sarah Sutton, Principal, and John Hykes, Project Manager for PlaceWorks, and the appropriate subs and staff members will attend the following meetings for the project:

- City Staff Meetings 1-8
- Community Input Meetings
  - Jean Sweeney Open Space Park Steering Committee
  - Community Garden Steering Committee
  - Steering Committees Combined
  - Recreation and Parks Commission
- Pre-Bid Meeting
- Pre-Construction Meeting
- Project Coordination Meetings
- Construction Site Meetings

We are available to attend additional meetings on a time-and-materials basis.



## COSTS

As shown in Exhibit B, the estimated cost to complete the scope of work described in this proposal is \$665,828.

PlaceWorks recommends planning for a 5 percent to 10 percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

The billing rates for each team member are included in Exhibit B. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

## ASSUMPTIONS

This scope of work and cost estimate assumes that:

- Billing rates for this project are guaranteed through December 2018. Billing rates would be subject to an increase of up to 6 percent on January 1 2019, and in each subsequent year thereafter. A budget increase would be necessary to cover costs incurred after January 1, 2019.
- Our cost estimate includes the meetings shown in the scope of work. Additional meetings would be billed on a time-and-materials basis. Sarah Sutton and John Hykes will attend all project meetings, and public meetings.
- All products will be submitted to the City of Alameda in electronic (PDF) format, except for printed copies that are specifically identified in Exhibit B. This is an allowance only, based on the numbers of products and copies shown in the scope of work. If this allowance is exceeded, additional printing costs will be billed at PlaceWorks actual cost.
- City of Alameda staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

Exhibit B  
PlaceWorks  
Jean Sweeney Open Space Park  
Cost Estimate

Labor Cost per Task	Hours per Task	PlaceWorks					
		Principal	Senior Associate	Associate	Project Landscape Designer	Landscape Designer	Clerical/Graphics /Intern
	<b>I. PRELIMINARY INVESTIGATION &amp; DESIGN</b>						
<b>28,040</b>	<b>A. Project Initiation and On-Going Tasks</b>	<b>16</b>	<b>100</b>	<b>-</b>	<b>36</b>	<b>-</b>	<b>10</b>
7,440	1. Project Kick-off Meeting / Staff Meeting #1	4	16		16		2
1,820	2. Community Input Meetings	4	4		4		
18,780	3. On-Going Tasks	8	80		16		8
<b>46,508</b>	<b>B. Existing Conditions and Background Information</b>	<b>14</b>	<b>38</b>	<b>4</b>	<b>48</b>	<b>32</b>	<b>2</b>
4,460	1. Background Data Review	2	16		8		
27,038	2. Base Map (Additional Survey Information)		2	4	8		
6,530	3. Site Assessment	4	8		8	8	
8,480	4. Existing Conditions Report	8	12		24	24	2
<b>105,350</b>	<b>C. Preliminary Design Approval</b>	<b>83</b>	<b>124</b>	<b>32</b>	<b>172</b>	<b>168</b>	<b>26</b>
3,280	1. City Staff Meeting #2	4	4		4		
45,555	2. Master Plan Design Development	40	56	8	72	88	10
3,280	3. City Staff Meeting #3	4	4		4		
5,540	4. Jean Sweeney Open Space Steering Committee	4	8		12	16	2
5,355	5. Community Garden Steering Committee	4	8		12	16	2
3,280	6. City Staff Meeting #4	4	4		4		
27,555	7. Final Concept Design	12	24	24	40	24	8
5,355	8. Steering Committees Combined	4	8		12	16	2
3,280	9. City Staff Meeting #5	4	4		4		
2,870	10. Recreation and Parks Commission Meeting	3	4		8	8	2
	<b>II. PROJECT FINALIZATION</b>						
<b>267,300</b>	<b>A. Draft Construction Plans and Specifications</b>	<b>62</b>	<b>104</b>	<b>180</b>	<b>488</b>	<b>160</b>	<b>16</b>
138,630	1. 60% PS&E Submittal	32	48	100	260	80	8
3,090	2. City Staff Meeting #6	3	4		4		
122,490	3. 95% PS&E/City Plan Check Submittal	24	48	80	220	80	8
3,090	4. City Staff Meeting #7/Review Plan Check Comments	3	4		4		
<b>85,475</b>	<b>B. Final Construction Plans &amp; Specifications</b>	<b>31</b>	<b>40</b>	<b>52</b>	<b>100</b>	<b>56</b>	<b>12</b>
69,685	1. 100% PS&E	24	24	40	80	40	8
3,090	2. City Staff Meeting #8	3	4		4		
12,700	3. Final Bid Set Submittal	4	12	12	16	16	4
<b>86,490</b>	<b>C. Construction Administration and As Built Construction Plans</b>	<b>28</b>	<b>114</b>	<b>32</b>	<b>104</b>	<b>8</b>	<b>-</b>
2,640	1. Pre-Bid Meeting	3	6				
4,970	2. Bid Evaluation Assistance	4	4				
-	3. Construction Administration						
3,110	A. Pre Construction Meeting	3	4	4			
21,165	B. Contractor Submittals Review	8	24	4	40		
10,560	C. Project Coordination Meetings		24	8			
30,625	D. Construction Site Meetings	8	48		40		
13,420	4. As-Built Drawings	2	4	16	24	8	
<b>10,240</b>	<b>D. Interpretive Signage Design</b>	<b>8</b>	<b>16</b>	<b>-</b>	<b>32</b>	<b>-</b>	<b>40</b>
8,200	1. Signage Content Development and Design	4	8		32		40
2,040	2. Fabrication and Installation	4	8				
	Total Hours	242	536	300	980	424	106
	Billing Rate	\$190	\$160	\$135	\$105	\$85	\$70
	Labor Cost	\$45,980	\$85,760	\$40,500	\$102,900	\$36,040	\$7,420
	Total Firm Labor Cost						<b>\$318,600</b>
	EXPENSES						
	Mileage (@ \$0.575 per mile)						460
	Deliveries						400
	Subconsultant Expenses (5%)						15,809
	Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)						6,372
	Horticultural Soils Test						500
	Reproduction						7,500
	Total Expenses						<b>\$31,041</b>
	Total Per Firm						<b>\$349,641</b>
<b>\$665,828</b>	<b>GRAND TOTAL</b>						

Exhibit B  
PlaceWorks  
Jean Sweeney Open Space Park  
Cost Estimate

Hours per Task	BKF				Brookwater Irrigation Specialists		
	Principal	Senior Civil	Assistant Civil	Survey 2-Man Field Crew	Principal / Project Manager	Designer	Clerical
<b>I. PRELIMINARY INVESTIGATION &amp; DESIGN</b>							
<b>A. Project Initiation and On-Going Tasks</b>	4	16	4	-	-	-	-
1. Project Kick-off Meeting / Staff Meeting #1	4	4	4				
2. Community Input Meetings							
3. On-Going Tasks		12					
<b>B. Existing Conditions and Background Information</b>	-	12	88	44	7	8	-
1. Background Data Review					2	4	
2. Base Map (Additional Survey Information)		8	80	44			
3. Site Assessment		4	8		4	2	
4. Existing Conditions Report					1	2	
<b>C. Preliminary Design Approval</b>	27	58	72	-	5	14	-
1. City Staff Meeting #2	3	4					
2. Master Plan Design Development	10	16	32		3	10	
3. City Staff Meeting #3	3	4					
4. Jean Sweeney Open Space Steering Committee		4					
5. Community Garden Steering Committee		3					
6. City Staff Meeting #4	3	4					
7. Final Concept Design	5	16	40		2	4	
8. Steering Committees Combined		3					
9. City Staff Meeting #5	3	4					
10. Recreation and Parks Commission Meeting							
<b>II. PROJECT FINALIZATION</b>							
<b>A. Draft Construction Plans and Specifications</b>	42	208	490	-	18	60	8
1. 60% PS&E Submittal	16	110	260		10	36	4
2. City Staff Meeting #6	3	4					
3. 95% PS&E/City Plan Check Submittal	20	90	230		8	24	4
4. City Staff Meeting #7/Review Plan Check Comments	3	4					
<b>B. Final Construction Plans &amp; Specifications</b>	25	52	134	-	8	16	-
1. 100% PS&E	20	40	120		8	16	
2. City Staff Meeting #8	3	4					
3. Final Bid Set Submittal	2	8	14				
<b>C. Construction Administration and As Built Construction Plans</b>	4	102	120	-	18	11	-
1. Pre-Bid Meeting		6					
2. Bid Evaluation Assistance	2	4	8		6		
3. Construction Administration							
A. Pre Construction Meeting		4					
B. Contractor Submittals Review		8	40		6		
C. Project Coordination Meetings		24	8				
D. Construction Site Meetings		48	40		6	3	
4. As-Built Drawings	2	8	24			8	
<b>D. Interpretive Signage Design</b>	-	-	-	-	-	-	-
1. Signage Content Development and Design							
2. Fabrication and Installation							
<b>Total Hours</b>	102	448	908	44	56	109	8
<b>Billing Rate</b>	\$240	\$185	\$150	\$262	\$120	\$110	\$60
<b>Labor Cost</b>	\$24,480	\$82,880	\$136,200	\$11,528	\$6,720	\$11,990	\$480
<b>Total Firm Labor Cost</b>				\$255,088			\$19,190
<b>EXPENSES</b>							
Mileage (@ \$0.575 per mile)				1,000			200
Deliveries				3,000			
Subconsultant Expenses (5%)				-			
Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)				-			384
Horticultural Soils Test							
Reproduction				400			400
<b>Total Expenses</b>				\$4,400			\$984
<b>Total Per Firm</b>				\$259,488			\$20,174
<b>GRAND TOTAL</b>							



Exhibit B  
PlaceWorks  
Jean Sweeney Open Space Park  
Cost Estimate

Hours per Task	Structural Engineer			Electrical			
	Principal Structural Engineer	Proj. Engineer	Structural CAD Drafter	Principal	Engineer Designer	Revit CAD Tech	Staff
<b>I. PRELIMINARY INVESTIGATION &amp; DESIGN</b>							
<b>A. Project Initiation and On-Going Tasks</b>	-	-	-	-	-	-	-
1. Project Kick-off Meeting / Staff Meeting #1							
2. Community Input Meetings							
3. On-Going Tasks							
<b>B. Existing Conditions and Background Information</b>	-	-	-	-	4	-	-
1. Background Data Review							
2. Base Map (Additional Survey Information)					2		
3. Site Assessment					2		
4. Existing Conditions Report							
<b>C. Preliminary Design Approval</b>	-	-	-	2	4	-	-
1. City Staff Meeting #2							
2. Master Plan Design Development				1	2		
3. City Staff Meeting #3							
4. Jean Sweeney Open Space Steering Committee							
5. Community Garden Steering Committee							
6. City Staff Meeting #4							
7. Final Concept Design				1	2		
8. Steering Committees Combined							
9. City Staff Meeting #5							
10. Recreation and Parks Commission Meeting							
<b>II. PROJECT FINALIZATION</b>							
<b>A. Draft Construction Plans and Specifications</b>	9	35	29	4	24	20	4
1. 60% PS&E Submittal	5	11	8	2	16	12	2
2. City Staff Meeting #6							
3. 95% PS&E/City Plan Check Submittal	4	24	21	2	8	8	2
4. City Staff Meeting #7/Review Plan Check Comments							
<b>B. Final Construction Plans &amp; Specifications</b>	6	32	18	2	16	9	1
1. 100% PS&E	6	32	18	1	12	8	1
2. City Staff Meeting #8							
3. Final Bid Set Submittal				1	4	1	
<b>C. Construction Administration and As Built Construction Plans</b>	4	16	-	2	10	6	1
1. Pre-Bid Meeting							
2. Bid Evaluation Assistance					2		1
3. Construction Administration							
A. Pre Construction Meeting	2	2					
B. Contractor Submittals Review	2	12		2	3		
C. Project Coordination Meetings							
D. Construction Site Meetings		2			3	4	
4. As-Built Drawings			-		2	2	
<b>D. Interpretive Signage Design</b>	-	-	-	-	-	-	-
1. Signage Content Development and Design							
2. Fabrication and Installation							
Total Hours	19	83	47	10	58	35	6
Billing Rate	\$180	\$130	\$110	\$225	\$165	\$135	\$100
Labor Cost	\$3,420	\$10,790	\$5,170	\$2,250	\$9,570	\$4,725	\$600
Total Firm Labor Cost			\$19,380				\$17,145
<b>EXPENSES</b>							
Mileage (@ \$0.575 per mile)							
Deliveries							
Subconsultant Expenses (5%)							
Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)							
Horticultural Soils Test							
Reproduction							
Total Expenses			\$0				\$0
Total Per Firm			\$19,380				\$17,145
<b>GRAND TOTAL</b>							

**FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT**

This First Amendment to the Agreement, entered into this 18<sup>th</sup> day of July, 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **Placeworks**, a California corporation whose address is **1625 Shattuck Avenue, Suite 300, Berkeley, CA 94709**, (hereinafter "the Consultant"), is made with reference to the following:

## RECITALS:

A. On March 1, 2016, an agreement was entered into by and between City and **Placeworks** (hereinafter "Agreement") by which Provider would provide design of the Jean Sweeney Open Space Park.

B. City and **Placeworks** desire to modify the Agreement to extend the term and to provide additional services, on the terms and conditions set forth herein.

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

1. Paragraph 1, **TERM**, of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 1<sup>st</sup> day of March 2016, and shall terminate no later than the 30th day of December 2018, unless terminated earlier as set forth herein."

2. Paragraph 2, **SERVICES TO BE PERFORMED**, of the Agreement is modified to read as follows:

"Consultant agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested and in Provider's letter attached as Exhibit A-1, dated April 20, 2017 and Exhibit A-2, dated June 6, 2017. The Provider acknowledges that the work plan included in Exhibits A, A-1, A-2 are tentative and do not commit the City to request Provider to perform all tasks included therein."

3. Paragraph 2, **COMPENSATION TO CONSULTANT**, of the Agreement is modified to read as follows:

b. "The total compensation for the scope of work under the Agreement is not to exceed \$665,828, as set forth in Exhibit A and the total compensation for the scope of work under this First Amendment to agreement is not to exceed \$98,129 for the services included in Exhibit A-1 and Exhibit A-2 for an overall total amount not to exceed \$763,957."

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

*Signatures on following page*


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

PLACEWORKS  
A California Corporation

  
\_\_\_\_\_  
Keith McCann  
Chief Executive Officer

  
\_\_\_\_\_  
Sarah Sutton  
Principal


CITY OF ALAMEDA  
A Municipal Corporation

  
\_\_\_\_\_  
Jill Keimach  
City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Amy Wooldridge  
Recreation and Parks Director

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Michael Roush  
Assistant City Attorney



# EXHIBIT A-1: SCOPE OF WORK AND COSTS

Changes to the construction documents for the 100% Jean Sweeney Open Space Park (JSOSP) submittal are necessary in order to avoid the Union Pacific owned parcel on the south side of the proposed park. It is anticipated that this parcel will ultimately be acquired by the City, but not before Phase A of the JSOSP is constructed. Therefore, improvements in Phase A of the JSOSP falling within the UP parcel will need to be temporarily removed from the plans. These removed components will be placed into what will ultimately be Phase B of the JSOSP. Stormwater quality features that currently treat Phase A improvements, will be shifted out of the UP parcel as they will need to function once Phase A is constructed. Also, because utilities are currently crossing the UP parcel, BKF will need to re-route them to the public right of way to the east. These utility connections will ultimately be abandoned when the next phase of the park is constructed. Lastly, the temporary portion of the Cross Alameda Trail (CAT) running through JSOSP at the westernmost end of the park, will be incorporated into the plan set as an existing condition. It is anticipated that this temporary portion of the trail will be demolished in Phase C of the JSOSP. The final trail layout that will replace the temporary portion of the CAT, will be incorporated into the Phase C, as it will be constructed when that particular phase of the park is built.

This exhibit describes the additional scope of services, schedule, products, and meetings for the Jean Sweeney Open Space Park that will be required to modify the existing documents by PlaceWorks for the City of Alameda in cooperation with BKF Engineers, Brookwater, KPW Structural Engineers, and The Engineering Enterprise.

## SCOPE OF SERVICES

The following describes the additional scope of services resulting from the above modifications.

### II. PROJECT FINALIZATION

#### *Task B. Final Construction Plans and Specifications*

##### **1. 100% PS&E Submittal**

The PlaceWorks team will need to perform additional, out of scope tasks to include the required modifications to the 100% construction documents.

a. Additional Survey at Southern Streets:

The original survey scope only covered the immediate interface area between the proposed park. During the review of the 95% submittal comments were received from the community that necessitated additional survey work at 8th, Nason, 9th, and Wood Streets.

b. Easement Exhibit Preparation

BKF prepared exhibits for access and utility easements across the southern UP parcels to assist the City of Alameda in their negotiations and appraisals. The following exhibits were prepared:

- 8th Street Access/Utility Easement
- Nason Street Access/Utility Easement
- 9th Street Access/Utility Easement
- Wood Street Access/Utility Easement

PlaceWorks participated in review and multiple discussions regarding easements and necessary adjustments to the southern trail alignments.

c. Southern Boundary Access Revisions

Following review of plans and discussion with neighbors adjacent to the southern property line the City requested that BKF prepare curb, gutter, sidewalk and boundary revisions, extending the original limit of work beyond the park property line. In addition PlaceWorks prepared multiple revisions to the ped/bike access layout from the park to the southern streets.

d. Drawing Revisions:

It is anticipated that the following drawings will be affected by these revisions in the 100% Submittal:

- Demolition Plan
- Horizontal Control and Striping Plan
- Grading and Utility Plan
- Planting Plan
- Irrigation Plan
- Electrical Plans
- Stormwater Management Plan
- Details
- Erosion Control Plan
- Structural Plans

e. Stormwater Control Report Revisions:

BKF will update the stormwater control report to reflect the new utility points of connections and revised drainage management areas.



f. Project Approval:

The PlaceWorks team has budgeted time to respond to additional City comments resulting from the revisions to the plans to submit a revision cloud set for submittal to Public Works.

g. Cost Estimates

PlaceWorks team will update the JSOSP cost estimate for items affected by the above changes. The changes anticipated to the cost estimate are as follows:

- Subtract improvements from Phase A and add into Phase B of JSOSP
- Add re-route of utilities to scope of Phase A
- Add demolition of temporary CAT to Phase C of JSOSP
- Add construction of final configuration of CAT to Phase C of JSOSP

Note that this exercise entails revisions and cross referencing with three separate estimates.

h. Specifications

PlaceWorks team will update the specifications affected by the above described changes.

i. Additional Meetings

PlaceWorks and BKF attended two (2) additional meetings and participated in multiple conference calls to review the changes associated with the re-phasing.

## PRODUCTS

In addition to the deliverable defined in our original contract, the City has requested the following full sized hard copies. An increase in reimbursable budget is proposed to cover the additional costs.

## I. PROJECT FINALIZATION

■ Task B. 1

*Products: 100% PS&E Submittal; PDFs of the Drawings, Specifications, and Cost Estimates Provided Electronically. 1 set Full Size hard copies will be submitted for review as stated in original contract plus the following:*

- 1 full size set routed to Building Dept. for Record Set, for plan review, signed and stamped,
- 1 full size set routed to Building Dept. for Job Site, signed and stamped,
- 1 full size set routed to Public Works, Attn.: Bob Claire (which then goes to Philip Lee, then James Barse),
- 1 full size set routed to Public Works, Attn.: Gene Hughes,
- 1 full size set routed to Public Works Maintenance Service Center, Attn.: Max Arbios,
- 1 full size set routed to AMP (Alameda Municipal Power), Attn.: Alex Azares.

- 1 – ½ size set routed to Public Works, Att.: Jack Dybas,
- 1 – ½ size set routed to ARPD, Attn.: Amy Wooldridge.

## MEETINGS

As noted in the original contract, the design team had budgeted for a total of 8 city staff meetings noting that we are available to attend additional meetings on a time-and-materials basis.

## COSTS

As shown in Exhibit B, the estimated cost to complete the added scope of work described in this proposal is \$61,871.

The billing rates for each team member are included in Exhibit B. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Exhibit B-1  
**PlaceWorks**  
Jean Sweeney Open Space Park  
**Con Mod #1**  
**Cost Estimate**

Labor Cost per Task	Hours per Task	PlaceWorks			BKF			Structural Engineer			Electrical				
		Principal	Associate Principal	Project Landscape Designer	Project Manager	Project Engineer	Design Engineer	Survey 2- Man Field Crew	Principal Structural Engineer	Proj. Engineer	CAD Drafter	Principal	Engineer Designer	Revit CAD Tech	Staff
-															
	<b>II. PROJECT FINALIZATION</b>														
54,609	B. Final Construction Plans & Specification	16	28	36	56	76	98	16	28	2	8	8	1	4	1
	1. 100% PS&E														
4,640	a. Additional Survey at Southern Streets		1			2	8	16							
2,448	b. Easement Exhibit Preparation		4		8	2	16								
2,642	c. Southern Boundary Access Revisions														
26,091	d. Drawing Revisions	8	12	24	32	10	38	36	2	8	8	1	4	4	1
2,880	e. Stormwater Control Report Revisions					2	16								
6,438	f. Project Approval	2	2	4	8	2	10	20							
4,302	g. Cost Estimates	2	2	8	8	2	2	8							
2,296	h. Specifications	2	2				6								
2,872	i. Additional Meetings	4	4			8									
	Total Hours	16	28	36	56	76	98	16	28	2	8	8	1	4	1
	Billing Rate	\$190	\$160	\$105	\$184	\$157	\$120	\$220	\$180	\$130	\$110	\$225	\$165	\$135	\$100
	Labor Cost	\$3,040	\$4,480	\$5,040	\$5,880	\$5,152	\$11,932	\$3,520	\$360	\$1,040	\$880	\$225	\$660	\$540	\$100
	Total Firm Labor Cost				\$18,440			\$32,364			\$2,280				\$1,525
	EXPENSES														
	Reprographics														
	Mileage (@ \$0.575 per mile)			3,000											
	Deliveries			40											
	Subconsultant Expenses (5%)			50											
	Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)			1,903		-	-	1,900			\$0				\$0
	Total Expenses			369				\$1,900			\$2,280				\$1,525
	Total Per Firm							\$34,264							
\$61,871	GRAND TOTAL														

# EXHIBIT A-2: SCOPE OF WORK AND COSTS

Based on the recent data regarding currently inflated construction bid prices, it has been determined that some scope should be cut from the approved park plans prior to bidding. This scope reduction will require modifications to the plans, technical specifications, cost estimates and project manual. Below is a summary of the estimated level of effort required by the PlaceWorks team to perform this work.

This exhibit describes the additional scope of services, products, and meetings for the Jean Sweeney Open Space Park that will be required to modify the existing documents by PlaceWorks for the City of Alameda in cooperation with BKF Engineers, Brookwater, KPW Structural Engineers, and The Engineering Enterprise.

## SCOPE OF SERVICES

The following describes the specific tasks to be completed to reduce project scope prior to bidding.

## II. PROJECT FINALIZATION

### *Task C. Construction Administration and As-Built Construction Plans*

#### 5. FINAL BID SET SUBMITTAL (ADDITIONAL SUBTASK)

##### a. VE Meeting Preparation/ Follow up (completed)

The PlaceWorks team reviewed in detail the bidding summaries from the CAT project and prepared several strategies, including detailed cost assessments for potential changes to the scope that could result in significant cost reductions. Prior to the meeting PlaceWorks created several VE alternative strategies for discussion. Subsequent to the meeting, PlaceWorks prepared and submitted summary minutes and participated in several phone calls and email exchanges to clarify decisions and direction from the meeting.

##### b. VE Meeting (5/23/17 - completed)

PlaceWorks and BKF met with City staff Amy Wooldridge, Jack Dybas and Michael Drasnin from Mack5 to discuss the project target budget and review proposed changes to the project scope. At this meeting, the City agreed to modify the Phase A limit of work to



reduce the size of the project area, chose several revocable bid items and decided to list the Maintenance Building as a bid alternate..

c. Drawing Revisions

The PlaceWorks team will modify the project plans to reflect the cost reductions discussed at the May 23<sup>rd</sup> meeting. It is anticipated that the following drawings will be affected in the project set:

- Key map (Sheet K-1)
- Horizontal Control (Sheets C4.5-C4.8)
- Signing and Striping Plans (Sheets C5.5-C5.8)
- Grading Plans (Sheets C6.5-C6.8)
- Utility Plans (Sheets C7.5-C7.8)
- Stormwater Management Plans (Sheets C8.5-C8.8)
- Detail Reference/ Layout Plans (Sheets DR6-8)
- Electrical Plans (Sheets E6-E10)
- Irrigation Plans (Sheets IR6-IR13)
- Planting Plans (Sheets P6-8, P14-16)
- Tree Planting Palette (Sheet PP1)
- Planting Palette (Sheet PP-2)
- Landscape Details (Sheets LD-1- LD-22)
- Structural Plans (Sheets S2-0- S7-1)

d. Stormwater Control Report Revisions

BKF will update the stormwater control report to reflect the new the revised drainage management areas.

e. EBMUD Application Revisions

PlaceWorks and Brookwater will prepare revised quantities to the City for inclusion in the final EBMUD application.

f. Value Engineering Further

The PlaceWorks team will prepare a list of items that will be labeled as "Revocable" for the purpose of providing extra contingency funds, provided the construction bids come in higher than expected.

g. Cost Estimate

The PlaceWorks team will update the Phase A cost estimate, with input from subconsultants, to reflect the cost reduction strategies and determine how to further reduce the project scope to meet the available budget upon bidding.

h. Specifications

The PlaceWorks team will update the technical specifications and provide input as requested for the project manual affected by the above described changes.

## PRODUCTS

Products will be delivered to the City in pdf format.

## MEETINGS

In addition to the VE meeting already completed, the design team has budgeted for a total of two additional City staff meetings in person or via phone, noting that we are available to attend additional meetings on a time-and-materials basis.

## COSTS

As shown in Exhibit B, the estimated cost to complete the added scope of work described in this proposal is \$36,258.

The billing rates for each team member are included in Exhibit B. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Exhibit B  
**CONTRACT MODIFICATION #2**  
 PlaceWorks  
 Jean Sweeney Open Space Park  
 Cost Estimate

Labor Cost per Task	Hours per Task	PlaceWorks			BKF			Structural Engineer		Electrical		Irrigation	
		Principal	Associate	Project Landscaper Designer	Project Manager	Engineer 3	Engineer 2	Engineer 1	Principal Structural Engineer	Pro. Engineer	Structural CAD Draft	Principal	Engineer Designer
-	<b>III. PROJECT FINALIZATION</b>												
<b>\$3,796</b>	<b>C. Construction Administration and As-Built Construction Plans</b>												
-	3. Final Bid Set Submittal (Additional Services)	-	12	68	54	17	25	4	32	1	1	3	5
8,004	a. VE Meeting Preparation/ Follow up	0	12	25	12	5	2						
1,020	b. VE Meeting (5/23/17)	0	3	3	3	3							
13,703	c. Drawing Revisions	0	16	34		16	4	24	1	1	3	3	2
568	d. Stormwater Control Report Revisions	0											
470	e. EIR/UD Application Revisions	0											
1,682	f. Value Engineering Partner	0	8	8		2	1						
1,394	g. Value Engineering Partner	0	6	6		1	4	8					
3,913	h. Cost Estimates	0	6	4		2							
1,394	i. Additional Meetings	0	6	6		6							
2,040	j. Additional Meetings (in person or phone, if needed)	0											
	Total Hours	-	12	68	54	17	25	4	32	1	1	3	5
	Billing Rate	\$190	\$160	\$140	\$200	\$142	\$142	\$124	\$180	\$130	\$110	\$225	\$165
	Labor Cost	\$0	\$1,920	\$9,520	\$5,670	\$3,400	\$4,050	\$568	\$180	\$130	\$330	\$2,025	\$825
	Total Firm Labor Cost								\$11,984		\$440		\$2,850
	EXPENSES												
	Reprographics												
	Mileage (@ \$0.575 per mile)												
	Deliverables			40									
	Subconsultant Expenses (5%)			50									
	Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)			891									
	Total Expenses			342				1,199					\$0
	Total Per Firm			\$1,323				\$1,199			\$0		\$0
	<b>GRAND TOTAL</b>			<b>\$18,433</b>				<b>\$13,185</b>			<b>\$440</b>		<b>\$2,850</b>
<b>\$34,258</b>													<b>\$11,150</b>