

August 17, 2021  
Engineering

**TITLE: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC. IN THE AMOUNT OF \$235,834 FOR CONSTRUCTION DESIGN SERVICES FOR THE NEVADA STREET IMPROVEMENTS PROJECT, CIP NO. 20565**

### **SUMMARY**

The professional services agreement with Callander Associates Landscape Architecture, Inc. (Callander) will provide construction design services for the proposed improvements to Nevada Street as identified in the Capital Improvement Program (CIP) for the fiscal years 19/20 and 20/21 as CIP Project No. 20565. The project will be the final improvements to complete the Nevada Street extension and will close the gap in the Arroyo del Valle trail along Nevada Street, between California Avenue and Bernal Avenue. Improvements will include street widening, streetlights, on-street parking, bike lanes, ramps, a plaza, a trail, and a linear park with a shade structure and landscaping.

Staff conducted a public meeting to obtain input regarding the concept, met with residents of the Irby Ranch development, and presented the schematic plan to the Bicycle, Pedestrian and Trails Committee (BPTC) and the Parks and Recreation Commission (PRC) for comments regarding the proposed plan. The proposed design services incorporate the recommendations of the BPTC and the PRC for the proposed project.

Staff recommends that the City Council award the contract to Callander Associates Landscape Architecture, Inc. for the proposed Nevada Street Improvements, CIP Project No. 20565, for a total of \$235,834.

### **RECOMMENDATION**

1. Approve the professional services agreement with Callander Associates Landscape Architecture, Inc. in the amount of \$235,834 for construction design services for the proposed Nevada Street Improvements Project, CIP No. 20565.

### **FINANCIAL STATEMENT**

Funding for the Nevada Street Improvements, CIP No. 20565, totals \$2.98 million. Anticipated expenditures for design and construction support services total \$298,892, leaving a balance of \$2,681,108 for construction as outlined in Attachment 1. Construction is projected to cost approximately \$1.9 million.

## **BACKGROUND**

Nevada Street was identified in the 2005-2025 General Plan to be extended from California Avenue to Stanley Boulevard. The General Plan also identified the need for a new traffic signal to be located at the Bernal Avenue and Nevada Street intersection. Since the adoption of the General Plan, the City approved the Irby Ranch development, which was conditioned to connect Nevada Street through to California Avenue. Construction of the development and associated improvements are nearly complete, and Nevada Street is ready to be opened upon completion of the Bernal Avenue and Nevada Street traffic signal project. The new traffic signal project at the Bernal Avenue and Nevada Street intersection has been awarded and construction is expected to be completed in fall 2021.

Additionally, the 1993 Pleasanton Community Trails Master Plan identified a future regional trail (an 8- to 12-foot wide multi-use trail route) to be located along the Arroyo del Valle. The trail was intended to be one of the main trail routes connecting the Arroyo de la Laguna trail to the west and towards Shadow Cliffs and Livermore to the east. Since the approval of the 1993 Trails Master Plan, the City has worked to implement the plan as follows:

- 1994 – As part of Pleasanton’s centennial celebration, the City constructed the Centennial trail that connects downtown from the trailhead at Rotary Park to the Arroyo de la Laguna trail.
- 2016 – The City constructed bike lanes and installed sidewalks on both sides of Stanley Blvd between Main Street and First Street.
- 2019 – The Trails Master Plan identified the Arroyo del Valle trail and the connection of the Iron Horse Trail to Shadow Cliffs as two of the top three trail priorities.
- 2020 – The Irby Ranch development completed the construction of intersection improvements, including safe pedestrian crossings, at the Stanley Boulevard, First Street, and Nevada Street intersection, along with a multi-use trail between the Stanley Boulevard, First Street, and Nevada Street intersection and California Avenue. The development also extended the bike lanes on Nevada Street from Stanley Boulevard to California Avenue.
- 2021 – The City is constructing intersection improvements at Nevada Street and Bernal Avenue, including bicycle and pedestrian-friendly traffic lights and a four-way crosswalk.

The existing project site, located on Nevada Street, between California Avenue and Bernal Avenue, consists of the existing street and an approximately 60-foot-wide property between Nevada Street and the top of the slope (down to the Arroyo del Valle). Currently, the property is primarily used as a parking lot by the commercial businesses in the area. In addition, the Valley Humane Society utilizes the western portion of the project site for additional parking and as a storage area under their agreement with the City.

The site is directly adjacent to the Fire Station 1 parking lot which includes a couple of picnic tables that are not well-utilized. The site also serves as an access point to the Zone 7 maintenance road that travels southeast under the Bernal Avenue Bridge.

The existing section of Nevada Street consists of a two-lane road. There is a 5-foot sidewalk on the north side of the street, no sidewalk and an asphalt curb on the south side of the street, and no on-street parking. Currently, there are bike lanes on both sides of the street. The bike lane on the north side of the street is currently used for parking.

## **DISCUSSION**

This proposed project will be the final improvements to complete the Nevada Street extension and close the gap in the Arroyo del Valle trail along Nevada Street between California Avenue and Bernal Avenue. In addition to completing another east-west route for vehicles, the proposed improvements will provide an alternative route for bicyclists and pedestrians to travel from the Vineyard Avenue Specific Plan area to downtown and for residents of Sunflower Hill and Irby Ranch to travel to the Vintage Shopping Center. Combined with the intersection improvements, there will also now be a safe connection for pedestrians and bicyclists between the Arroyo del Valle trail and the Iron Horse Trail via the on-street bike lanes and sidewalks on Bernal Avenue. Improvements will include street widening, streetlights, on-street parking, bike lanes, ramps, a plaza, a trail, and a linear park with a shade structure and landscaping.

The improved portion of the street will include parking and bike lanes on both sides of the street and 11-foot-wide vehicular travel lanes in both directions. The trail improvements will include a 10-foot-wide Class 1 trail from the Valley Humane Society to the Zone 7 maintenance access road adjacent to Fire Station 1, which travels underneath the Bernal Avenue Bridge and connects to Shadow Cliffs east of Bernal Avenue. The Zone 7 access road is intended to serve as the main trail route, although a portion of the road was washed out a few years ago and requires improvements. Zone 7 is currently working to obtain the permits required to make the improvements. An all-season route heading east from the maintenance road will include bike lanes on Nevada Street along with a 10-foot-wide trail connecting to the new traffic signal at Bernal Avenue and Nevada Street.

Additionally, the existing sidewalk on the east side of Bernal Avenue will be widened to a 10-foot-wide Class 1 trail between the new signal and the existing Zone 7 access road trail entrance at the Bernal Avenue Bridge.

The western portion of the site will be modified to allow the Valley Humane Society to continue to utilize the space for parking and storage under their agreement with the City.

Staff, along with their consultant Callander Associates Landscape Architecture, completed the design for the Schematic Plan (see Attachment 2) as part of Callander's on-call landscape architecture services contract. The design was created in coordination with the Valley Humane Society, Zone 7, and the Livermore Pleasanton

Fire Department. The proposed design attempts to address the needs of all parties, including the local businesses, bicyclists, and residents, within the spatial constraints of the site as well as meet the goals of the adopted plans.

On Wednesday, June 16, 2021, City staff and their consultant held an on-site public meeting to obtain feedback from the surrounding commercial and residential neighbors.

The feedback received from the meeting and through email correspondence included:

1. The project should be part of a larger trail plan
2. This project is an important connection between downtown and Shadow Cliffs, but it would be even better if it included the construction of, and connection with, the Transportation Corridor Trail and the Iron Horse Trail.
3. People are excited for the trail connections
4. Work with Zone 7 to improve the trail underneath the Bernal Avenue Bridge
5. Clean-up the Aufdermaur property to the west of the Valley Humane Society
6. There are a lot of families that ride their bikes and walk along Nevada Street in the evening, so it would be beneficial to have a safe place to walk or ride.
7. Concerns with the general maintenance of the Zone 7 property, including fire concerns and people loitering on the property
8. There are some concerns amongst the auto shops about the project inviting an increased number of pedestrians and cyclists and the potential safety issues/conflicts between the pedestrians/cyclists and vehicles.
9. Add as much street parking as possible – there isn't enough parking in the area
10. Everyone loves the park idea – it will give the surrounding residences a destination and will provide the commercial property workers with a place to go for lunch or to relax. The park will also give the customers a place to go while their cars are getting worked on.
11. There was some concern regarding the development of the Aufdermaur property and making sure that the property owner, the tenant, and surrounding properties are involved in that development conversation with the City.
12. The auto and towing companies would like to still be able to afford to stay in the neighborhood.
13. The bike lanes are important
14. Don't put too many amenities in the park
15. Limit the curves in the sidewalk east of the Zone 7 maintenance road entrance to no more than they are currently shown.
16. Include a bike ramp from the on-street bike lanes to go to the Zone 7 maintenance road/dry season trail.
17. Include private spaces in the linear park, to the extent that it is safe and feasible, to allow people a comfortable private space to read or eat.
18. Adjust the bike path as it comes into the plaza so it goes straight (instead of curving it toward the plaza as it is currently shown).

Additionally, City staff met with several residents of the new Irby Ranch development on June 26, 2021, to discuss the proposed plan with them. The residents' concerns centered around making the improvements safe for all users.

City staff also presented the schematic design and public comments to the Bicycle, Pedestrian, and Trails Committee (BPTC) on June 28, 2021. Their feedback included:

1. Include signage that identifies the trail route, along both the proposed improvements and elsewhere to help bikers navigate the route
2. Consider adding a kiosk with a trail map at Rotary Park
3. Is there going to be a time limit on parking?
4. Provide visual cues/barriers at the plaza to prevent people from accidentally driving through Wyoming Street and onto the plaza
5. Work on the design to prevent bicycle/pedestrian conflicts at the plaza
6. Include signs stating that it is okay to ride your bike on the trail
7. Remove or reduce the left turn lane from Nevada Street to Bernal Avenue
8. There are concerns about the narrow sidewalks to the east of the plaza – people are going to still ride their bikes on the sidewalk even though it is narrow. Recommend widening the paths to the extent feasible – preferably to 10 feet wide
9. The Zone 7 access road is in poor condition and needs to be improved. Work with Zone 7 to create a paved road that all bikes can use
10. The clearance under the Bernal Avenue Bridge is too low (approximately 7 feet) and something needs to be done to address this or advise trail users of the condition.
11. The existing gates at the Bernal Avenue Bridge are too narrow to comfortably get a bike through them
12. A BPTC member recommended asphalt trails over concrete trails because they do not like riding over the joints in the concrete.
13. Provide a connection to the BMX park for the trail users that will be accessing the park
14. The trail component of the project falls short of what is called out on plans (the Downtown Trails Master Plan, the 1993 Community Trails Master Plan, etc.)
15. There should be a strong connection from the Transportation Corridor trail to the Arroyo del Valle trail, including to the proposed segment of the trail

Finally, the plan and public and BPTC comments were presented to the Parks and Recreation Commission on July 8, 2021. The Parks and Recreation Commission recommended that the City construct the project as shown with the following additions:

1. Extend the 10-foot-wide trail to Bernal Avenue
2. Modify the gate at the Bernal Avenue Bridge so that it is more easily accessible to bikers
3. Provide a connection to the BMX Park (the gate from the trail to the park is currently locked)
4. Include a time limit on the on-street parking – 3 hours maximum



Items 1 and 2 are incorporated into the design proposal. Item 3 will be addressed by City Staff. Item 4 was discussed with the various departments involved in approving and enforcing parking limits and staff believes that the concerns expressed by the BPTC and PRC (that non-operational cars will be parked for prolonged periods at the project site) will be sufficiently addressed by the municipal code section that limits on-street parking to a maximum of 72 hours without relocating the vehicle.

The proposed design services incorporate the recommendations of the BPTC and PRC that directly relate to the project.

Funding for the Nevada Street Improvements, CIP No. 20565, totals \$2.98 million. Anticipated expenditures for design and construction support services total \$298,892, leaving a balance of \$2,681,108 for construction as outlined in Attachment 1. Construction is projected to cost approximately \$1.9 million.

Schedule

The proposed schedule for this project is as follows:


|                           |                           |
|---------------------------|---------------------------|
| Award of contract         | August 17, 2021           |
| Construction Documents    | September 2021- Feb. 2022 |
| Advertise project for bid | March 2022                |
| Award construction        | April 2022                |
| Construction              | May – December 2022       |

Submitted by:



for  
Stephen Kirkpatrick  
Director of Engineering

Fiscal Review:



Tina Olson  
Director of Finance

Approved by:



Nelson Fialho  
City Manager

Attachments:

1. Estimated Funding and Expenditure Summary
2. Design for the Schematic Plan
3. Design Professional Services Agreement

**NEVADA STREET IMPROVEMENTS**  
**CIP NO. 20565**  
08/17/21

| <b>Project Funding to Date</b>                                   | <b><u>Amount</u></b> | <b><u>Totals</u></b> |
|--|----------------------|----------------------|
| 2019-20 CIP Allocation (Fund 211)                                | \$223,960            |                      |
| 2019-20 CIP Allocation (Fund 212)                                | 506,040              |                      |
| 2020-21 CIP Allocation (Fund 212)                                | 2,250,000            |                      |
| <b>TOTAL FUNDING TO DATE</b>                                     |                      | <b>\$2,980,000</b>   |
| <b>Project Expenditures to Date</b>                              |                      |                      |
| Callander Associates Landscape Architecture - Contract           | \$53,312             |                      |
| Total Project Expenditures to Date                               | 53,312               |                      |
| <b>Anticipated Remaining Project Expenditures</b>                |                      |                      |
| <b>Design Services</b>   |                      |                      |
| Callander Associates - Contract (Remaining Balance)              | \$9,746              |                      |
| Callander Associates - Contract for Construction Design Services | 235,834              |                      |
| Sub-total of Anticipated Design Services                         | 245,580              |                      |
| <b>Total Project Design Expenditures</b>                         |                      | <b>\$298,892</b>     |
| <b>Construction</b>  |                      |                      |
| Advertising  | \$350                |                      |
| Construction   | 1,700,000            |                      |
| Construction Contingency (Approximately 10%)                     | 170,000              |                      |
| Geotechnical Services (On-Call Contract) BSK Consultants, Inc.   | 20,000               |                      |
| Sub-total of Anticipated Construction                            | 1,890,350            |                      |
| <b>TOTAL PROJECT EXPENDITURES</b>                                |                      | <b>\$2,189,242</b>   |
| <b>Funding Balance/ (Shortfall)</b>                              |                      |                      |
| Anticipated Balance  |                      | <b>\$790,758</b>     |



**SCHEMATIC PLAN** (with revisions per BPTC and PRC comments)  
 NEVADA STREET IMPROVEMENTS  
 6/04/21





- |                          |                                  |
|--------------------------|----------------------------------|
| <input type="checkbox"/> | Exhibits A & B                   |
| <input type="checkbox"/> | Certificate(s) of Insurance      |
| <input type="checkbox"/> | Professional Liability Insurance |
| <input type="checkbox"/> | W-9                              |

## DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into \_\_\_\_\_, 2021, between the City of Pleasanton, a municipal corporation ("City"), and Callander Associates Landscape Architecture, Inc. whose address is 1633 Bayshore Highway, Suite 133, Burlingame, CA 94010, and telephone number is (650) 375-1313, ("Consultant").

### RECITALS

A. Consultant is qualified and experienced in providing landscape architecture design services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of Consultant for the purposes provided in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Consultant shall diligently perform the services described in Exhibit A, Scope of Work, attached and incorporated to the extent consistent with this Agreement.

2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, documents, equipment, and support available to the City, and access to any sites, as related to the project.

3. **Staff.** Consultant shall assign A. Mark Slichter to serve as Principal in Charge, who may not be replaced without written consent of City.

4. **Term.** Time is of the essence. Consultant shall begin work by August 1, 2021. The work as described in Exhibit A, Scope of Work, shall be completed by August 1, 2023.

5. **Compensation.** For the services to be rendered, City shall pay Consultant \$235,834, as described more particularly in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall be on a time and materials basis and shall not exceed \$235,834 unless the parties agree pursuant to Section 8, below.

a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of Agreement time used, percentage of Agreement amount expended and City reference number CIP No. 20565. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

**6. Sufficiency of Consultant's Work.**

a. Services shall be performed by Consultant in accordance with generally accepted high professional practices and principles and in a manner consistent with a high level of care and skill ordinarily exercised under similar conditions by members of Consultant's profession currently practicing in California. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and a high professional standard of care in California.

b. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the City.

c. Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to the City for acts, errors, or omissions of Consultant's subconsultants.

d. Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with high industry standards, or the willful misconduct of Consultant.

7. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that

may be necessary to evidence such assignment. Consultant shall keep materials confidential and the materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

10. **Labor Code/Prevailing Wages.** To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subconsultant.

11. **Termination of Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

12. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subconsultants.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities") in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project

as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. Obligation to defend shall be proportionate as to Consultant's percentage of fault as provided in California Civil Code § 2782.8.

14. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. **Professional Liability Insurance.** Professional liability insurance in the amount of \$2,000,000.

e. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance



coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a "pay on behalf" of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

h. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

**To Consultant:** A. Mark Slichter  
Callander Associates  
1633 Bayshore Highway, Suite 133  
Burlingame, CA 94010

**To City:** Matt Gruber  
City of Pleasanton  
P.O. Box 520  
Pleasanton, CA 94566

16. Conformance to Applicable Laws. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications, Copyrights and Permits. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant represents that its work will not unlawfully infringe any other copyrighted work. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

18. Records and Audits. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

19. Confidentiality. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of



Consultant's services under this Agreement. If such an interest occurs, Consultant will immediately notify the City.

21. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

23. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

24. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

26. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT is executed the date and year first above written.

**CITY OF PLEASANTON**

**CONSULTANT**

\_\_\_\_\_  
Nelson Fialho, City Manager

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

ATTEST:

\_\_\_\_\_  
Karen Diaz, City Clerk

Title:

Approved as to form:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

*[If Consultant is a corporation, signatures must comply with California Corporations Code §313]*

Rev. 8/20



## EXHIBIT A

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

7/23/21  
10:00 AM  
10:05 AM  
10:10 AM  
10:15 AM  
10:20 AM  
10:25 AM  
10:30 AM  
10:35 AM  
10:40 AM  
10:45 AM  
10:50 AM  
10:55 AM  
11:00 AM  
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11:40 AM  
11:45 AM  
11:50 AM  
11:55 AM  
12:00 PM

### **Via Email Only**

July 23, 2021  
mgruber@cityofpleasantonca.gov

Mr. Matt Gruber, City Landscape Architect  
Engineering Department  
200 Old Bernal Ave. P.O. Box 520  
Pleasanton, CA 94566

### **RE: NEVADA STREET IMPROVEMENTS CD'S/landscape architectural services**

Dear Matt:

We look forward to continuing to work with the City of Pleasanton in developing the Nevada Street Improvement Plans. The preliminary phase (now concluding) has been instrumental in defining the project and we are now confident in the path forward. Our project team will remain the same which includes BSK geotechnical engineers, BKF civil engineers and Zeiger Inc. electrical engineers. The project improvements are as shown on the schematic plan limit of works exhibit provided with this proposal. Per the schematic design phase, comments from BPTC/P&R Commission discussions with you and the onsite scoping meeting on 07/14/21, some project assumptions are as follows:

- *The project consists of streetscape improvements (signage, striping, asphalt, curb and gutter, etc.) on Nevada Street, between California Street and Bernal Avenue – Curb re-alignment on the south side of Nevada between the Valley Humane Society (VHS) and the Fire Station parking lot.*
- *No improvements are required for the northern street curb.*
- *The existing trail (sidewalk) in front of the Valley Humane Society to be extended as a 10-ft wide trail and connect with the Zone 7 maintenance road going down to the arroyo and to the sidewalk in front of the Fire Station all the way to Bernal Ave. The on-street bike lane and multi-use trail will combine in front of the Fire Station as shown on the limit of work exhibit.*
- *All renovated driveways on the south side shall meet ADA requirements. Areas south of driveways will require modifications to conform to the existing site.*
- *The sidewalk on the east side of Bernal Avenue to be widened to a 10' multi-use path. The pedestrian/bike access gate to the Arroyo trail shall be widened on both sides of the fence.*
- *Landscape and irrigation improvements to the top of the arroyo bank between the Humane Society and the new street alignment. Fire Station landscaping and irrigation shall be renovated in locations shown on the attached limit of work exhibit.*

#### **BURLINGAME**

1633 Bayside Highway, Suite 133  
Burlingame, CA 94010  
650.375.1313

#### **GOLD RIVER**

12150 Tributary Point Drive, Suite 140  
Gold River, CA 95670  
916.985.4366

#### **SAN JOSE**

2025 Gateway Place, Suite 285  
San Jose, CA 95110  
408.275.0565

- *The central trailhead at Wyoming Street will be accessible to the street bike lanes on east and west sides and shall provide protection to pedestrians and bicyclists.*
- *Bioretention will be addressed using silva cells underneath the proposed 10' multi-use trail in between the VHS and east of the fire station parking lot.*
- *Street lights address the gap in lighting between the Fire Station and the VHS. A parking lot light will be required for the relocated parking lot. Lighting adjacent to the fire station parking lot and building will have to be relocated for the trail improvement*
- *Pre-fabricated shade structure will be an off-the-shelf item and not custom design. The vendor will develop and provide stamped calcs and signed footing design drawings. Scope of work includes coordination with Vendor.*
- *The existing Fire Station picnic area shall be redesigned.*
- *Site furnishings will be City standards.*
- *The City will be responsible for the design of any bike/pedestrian signage. CALA will be responsible for footing and post design for new signs and relocated signage.*
- *The new shed will be purchased and installed by others and is not part of this scope. The coordination and design of the concrete pad for the shed will be included in this scope of work.*
- *The Bernal Ave. Intersection improvements will be surveyed as part our contract. It's assumed the project will be completed in the Fall.*
- *It's assumed that utility relocations and adjustments will be required along Bernal Ave. in order to widen the trail, including possible coordination with PG&E. Drain inlet relocation will be required for the improvements adjacent to the Fire Station.*
- *The City would like on-street parking stalls to have a 2' door opening clearance adjacent to bike lanes. The feasibility of these requirements will be confirmed during the DD phase.*

We will be responsible for the preparation of construction plans, technical specifications and an engineer's estimate for these improvements. The final PS & E's will be sent to the City for your use in combining with the 'front end' specifications and issuing for bidding.

We will prepare **SWPPP Documentation** to be submitted to the governing agency and assist the City with filing the project on the SMARTS website and obtaining WDID.

Items not anticipated and therefore excluded from this proposal include; environmental documentation.

The following tasks are based on the milestone tasks indicated in the RFP and as discussed. Items shown in ***boldface italics*** are deliverables.

## **1.0 PROJECT START-UP (COMPLETED)**

### **2.0 DESIGN DEVELOPMENT**

**2.01 CD Kick-off Meeting:** Virtual meeting with you and all team members to discuss the project scope and schedule. We will prepare an ***updated schedule*** to present during the meeting. Meeting summary will be developed by the City.

**2.02 Street Alignment and Plan Linework Revisions:** Taking the input from the schematic design phase, BPTC and Parks & Rec Commission, prepare scaled pdf drawing of ***Street Alignment and Plan Linework Revisions***. Drawing shall include two options; one option with the on-street parking 2' door clearance for the north and south side of the street. The second option, would show the 2' door clearance on the south side only. Virtual meeting with you discuss the options and confirm the direction moving forward.

**2.03 35% Submittal:** Taking the input from the above meeting, prepare first ***draft (35%) construction documents***. Plans are anticipated to include 35% complete;

- Cover / Sheet Index, 1 sheet
- Existing Conditions Plan, 20 scale, 2 sheets
- Demolition Legend and Notes, 1 sheet
- Demolition Plan, 20 scale, 2 sheets
- Civil Grading Plan and Profile, 20 scale, 2 sheets
- Civil Paving Plan, 20 scale, 2 sheets
- Utility Plan, 20 scale, 2 sheets
- Signage and Striping Plan, 20 scale, 2 sheets
- Landscape Layout Legend and Notes, 1 sheet
- Landscape Layout Plan, 2 sheets
- Materials Plan Legend and Notes, 1 Sheets
- Materials Plan, 20 scale, 2 sheets
- Irrigation Legend and Notes, 1 sheet
- Irrigation Plan, 20 scale, 2 sheets
- Planting Legend and Notes, 1 sheet
- Planting Plan, 20 scale, 2 sheets
- Electrical Site Plan, 2 sheets

**2.04 Updated Cost Estimate:** Prepare an updated ***estimate of probable construction costs*** to include an itemized list of all major project elements and allowances for bonding, mobilization, traffic control and design and construction contingencies.

**2.05 Specification Outline:** Prepare a ***TOC for the project manual*** (general provisions, notice to bidders, special provisions, proposal and contract) to show all anticipated manual contents and indicate responsible parties for all sections (City or Consultant).



**2.06 Materials Board (Optional Service):** If required by the City, assemble and format images of planting, site furnishings and the shade structure on a **materials board**. Provide a digital copy for the City's use.

**2.07 Color Rendered Plan (Optional Service):** If required by the City, provide a **color rendered materials plan** including proposed trees. Provide a digital copy for the City's use.

### **3.0 CONSTRUCTION DOCUMENTS**

**3.01 Staff Meeting #2:** Virtual meeting with City staff at the conclusion of the review period to go over City comments and confirm direction for proceeding. Meeting summary will be developed by the City.

**3.02 65% Submittal:** Revise per input received above and develop all documents to a 65% level of completion. Additional documents to be prepared as part of the **65% submittal** to include;

- Abbreviations / General Notes, 1 sheet
- Erosion Control Legend and Notes, 1 sheet
- Erosion Control Plan, 20 scale, 2 sheets
- Pollution Prevention BMP, 1 sheet
- Traffic Control Plan, 20 scale, 2 sheets
- Civil details, various scales, 3-4 sheets
- Landscape Grading and Drainage Legend and Notes, 1 sheet
- Landscape Grading Plans, 2 sheets
- Landscape Documentation, 1 sheet
- Landscape details, various scales, 3-4 sheets
- Electrical details, various scales, 2-3 sheets

Update the **estimate of probable construction costs** to capture all plan changes and price adjustments.

Update the Project Manual TOC per City input. Prepare **special provisions** to a 65% level of completion. Anticipated sections include;

- Section 01 57 13 SWPPP
- Section 02 41 00 Demolition
- Section 03 30 00 Site Concrete
- Section 03 30 53 Light Pole Cast-In-Place Concrete
- Section 26 01 00 General Electrical Requirements
- Section 26 10 00 Basic Materials and Methods
- Section 26 60 00 Site Electrical Work
- Section 21 22 00 Earthwork and Grading
- Section 31 23 00 Trenching and Backfilling
- Section 32 01 90 Landscape Maintenance
- Section 32 01 91 Tree Protection and Pruning
- Section 32 12 16 Asphalt Pavement

- Section 32 15 40 Decomposed Granite Pavement
- Section 32 17 23 Striping
- Section 32 31 00 Chain Link Fencing
- Section 32 33 00 Site Furnishings
- Section 32 80 00 Irrigation
- Section 32 91 13 Landscape Soil Preparation
- Section 32 93 00 Planting
- Section 33 40 00 Storm Drainage

Prepare a '**response to comments**' to address all written comments from City staff.

**3.03 Staff Meeting #3:** Virtual meeting with City staff at the conclusion of the review period to go over City comments and confirm direction for proceeding. Meeting summary will be developed by the City.

**3.04 100% Submittal:** Revise per input received above and develop all documents to a 100% level of completion. Additional documents to be prepared as part of the 100% submittal to include the **bid form, an estimate in bid form format (Engineers estimate), and measure and pay clauses**. Prepare an updated **response to comments**.

**3.05 Staff Meeting #4:** Virtual meeting with City staff at the conclusion of the review period to go over City comments and confirm direction for proceeding. Meeting summary will be developed by the City.

**3.06 Bid Submittal:** Prepare **final bid documents** per input received above. Prepare a **final response to plan check comments**. Furnish a hardcopy wet signed set and a digital copy of the bid documents for the City's use in assembling final bid packages.

**3.07 Project Archive:** Package all electronic materials prepared, scan key paper records, and upload to online servers as record and for recovery at a later date. Furnish a **digital copy** to City.

#### **4.0 BIDDING AND CONSTRUCTION ADMINISTRATION**

##### **4.01 Bid Period Services**

- a. Contractor Compilation: Assist with compiling a list of qualified contractors
- b. Pre-bid RFI responses: Assist the City as requested in responding to questions from bidders during the bid period.
- c. Addenda Preparation: Prepare **addendum** as warranted for the City to distribute to plan holders.

##### **4.02 Construction Period Services**

- a. Assist in responding to contractor requests for information.
- b. Attend a pre-construction review meeting.
- c. Review submittals as required in the specifications
- d. Attend up to 3 construction review meetings.

- e. Attend substantial completion walk through. Develop "punch list" items and follow-up with corrective measures.
- f. Attend a final inspection with City Staff
- g. Review record drawings with Contractor. Incorporate addenda, change orders, field notes, etc. into a single as-built set of drawings. Provide one set of reproducibles and electronic files.

**5.0 ADDITIONAL SERVICES**

5.01 All tasks not specifically noted above could be performed as additional services. Should additional services be required they would be handled as an amendment to this agreement.

**6.0 REIMBURSABLE EXPENSES**

6.01 In addition to the above fees, we would bill for all printing and reproduction, transportation and insurance (as a surcharge) and other 'out of pocket' expenses incurred as noted in the Standard Schedule of Compensation. You should establish a tentative budget for these expenses (see 7.0 Summary below). These costs will be itemized on our invoice to assist you in monitoring these costs.

**7.0 COMPENSATION SUMMARY**

| Task |                                     | CA        | BKF       | Zeiger   | BSK      | Totals    |
|------|-------------------------------------|-----------|-----------|----------|----------|-----------|
| 2.0  | Design Development                  | \$18,817  | \$18,700  | \$3,190  | \$14,520 | \$31,182  |
| 3.0  | Construction Documents              | \$42,903  | \$68,750  | \$4,950  | \$3,300  | \$96,437  |
| 4.0  | Bidding and Construction Assistance | \$32,827  | \$14,850  | \$2,640  | \$0      | \$23,137  |
|      | Reimbursable Expenses               | \$7,091   | \$0       | \$0      | \$0      | \$4,649   |
|      | Subtotal                            | \$101,638 | \$102,300 | \$10,780 | \$17,820 | \$232,538 |

**Base Compensation ..... \$232,538**  
*(for tasks 2.0- 4.0 and reimbursables)*

|      | Optional Services   | CA      | BKF | Zeiger | BSK | Totals  |
|------|---------------------|---------|-----|--------|-----|---------|
| 2.06 | Materials Board     | \$1,380 | \$0 | \$0    | \$0 | \$1,380 |
| 2.07 | Color Rendered Plan | \$1,916 | \$0 | \$0    | \$0 | \$1,916 |
|      | Subtotal            | \$3,296 | \$0 | \$0    | \$0 | \$3,296 |

**Optional Service Fees ..... \$3,296**

**Total Compensation ..... \$235,834**  
*(for tasks 2.0- 4.0, reimbursables and optional services)*

We're looking forward to continue working with you! Hopefully this meets with your expectations. Should this proposal be acceptable to you, please attach it to the appropriate form of agreement.

Mr. Matt Gruber, City Landscape Architect

**RE: NEVADA STREET IMPROVEMENTS CD'S/ landscape architectural services**

July 23, 2021

Page 7 of 7

Sincerely,



07/23/21

A. Mark Slichter, Principal  
Callander Associates  
Landscape Architecture, Inc.

Attachments:

Task Matrix, dated July 23, 2021, 2 pages.

Standard Schedule of Compensation, BUR/SJ, dated 2021

"Subject: Nevada Street Bicycle and Pedestrian Improvement Project Civil Engineering and Surveying Services Proposal and Letter Agreement", provided by BKF Engineers, Inc., dated July 19, 2021, totaling 4 pages.

"Revised Proposal for Additional Limited Geotechnical Investigation City of Pleasanton – Nevada Street Improvements (CIP No. 20565) Pleasanton, California, provided by BSK Associates, dated July 20, 2021, totaling 8 pages.

"Nevada Street Improvements, City of Pleasanton", provided by Zeiger Engineers, Inc., dated July 12, 2021, totaling 2 pages.

Limit of Work Exhibit, dated 7/23/21, totaling 1 page.

Notice: Landscape architects are licensed by the State of California.  
Terms and conditions are subject to change after ninety days.

**Task Matrix**  
**Nevada Street Improvements CD's**  
7/23/2021

|            |  | <b>Callander Associates' Personnel and Rates</b> |                    |                           |                     |                       |                     |                          |                  |                              |                     | BSK          |                     | BKF                 |               | Zeiger              |                    |
|------------|--|--|--------------------|---------------------------|---------------------|-----------------------|---------------------|--------------------------|------------------|------------------------------|---------------------|--------------|---------------------|---------------------|---------------|---------------------|--------------------|
| Phase      | Description                                    | Principal<br>@ \$217                             |                    | Proj Manager 2<br>@ \$154 |                     | Designer I<br>@ \$134 |                     | Administrator<br>@ \$112 |                  | Construction Man.<br>@ \$166 |                     | CA Fees      |                     | Subconsultant Fees  | Subconsultant | Subconsultant Fees  |                    |
|            |  | hrs  | \$'s               | hrs                       | \$'s                | hrs                   | \$'s                | hrs                      | \$'s             | hrs                          | \$'s                | hrs          | \$'s                | \$'s                | \$'s          | \$'s                |                    |
| <b>2.0</b> | <b>Design Development</b>                      |  |                    |                           |                     |                       |                     |                          |                  |                              |                     |              |                     |                     |               |                     |                    |
| 2.01       | CD Kick-off Meeting                            | 2.0  | \$ 434.00          | 2.0                       | \$ 308.00           | -                     | \$ -                | -                        | \$ -             | -                            | \$ -                | 4.0          | \$ 742.00           | \$ -                | \$ -          | \$ 900.00           | \$ -               |
| 2.02       | Street Alignment and Plan Linework Revisions   | 1.0  | \$ 217.00          | 4.0                       | \$ 616.00           | 12.0                  | \$ 1,608.00         | -                        | \$ -             | -                            | \$ -                | 17.0         | \$ 2,441.00         | \$ -                | \$ -          | \$ 1,500.00         | \$ -               |
| 2.03       | 35% Submittal                                  | 4.0  | \$ 868.00          | 28.0                      | \$ 4,312.00         | 64.0                  | \$ 8,576.00         | -                        | \$ -             | -                            | \$ -                | 96.0         | \$ 13,756.00        | \$ 13,200.00        | \$ -          | \$ 14,000.00        | \$ 2,900.00        |
| 2.04       | Updated Cost Estimate                          | 0.5  | \$ 108.50          | 3.0                       | \$ 462.00           | 6.0                   | \$ 804.00           | 0.5                      | \$ 56.00         | 0.5                          | \$ 83.00            | 10.5         | \$ 1,513.50         | \$ -                | \$ -          | \$ 600.00           | \$ -               |
| 2.05       | Spec Outline                                   | -  | \$ -               | 2.0                       | \$ 308.00           | -                     | \$ -                | 0.5                      | \$ 56.00         | -                            | \$ -                | 2.5          | \$ 364.00           | \$ -                | \$ -          | \$ -                | \$ -               |
|            | <b>SUBTOTAL 2.0</b>                            | <b>7.5</b>                                       | <b>\$ 1,627.50</b> | <b>39.0</b>               | <b>\$ 6,006.00</b>  | <b>82.0</b>           | <b>\$ 10,988.00</b> | <b>1.0</b>               | <b>\$ 112.00</b> | <b>0.5</b>                   | <b>\$ 83.00</b>     | <b>130.0</b> | <b>\$ 18,817.00</b> | <b>\$ 13,200.00</b> | <b>\$ -</b>   | <b>\$ 17,000.00</b> | <b>\$ 2,900.00</b> |
|            | Subconsultant Administration                   |  |                    |                           |                     |                       |                     |                          |                  |                              |                     | 10%          | \$ 1,320.00         | \$ -                | \$ 1,700.00   | \$ 290.00           |                    |
| <b>3.0</b> | <b>Construction Documents</b>                  |  |                    |                           |                     |                       |                     |                          |                  |                              |                     |              |                     |                     |               |                     |                    |
| 3.01       | Staff Meeting #2                               | 2.0  | \$ 434.00          | 2.0                       | \$ 308.00           | -                     | \$ -                | -                        | \$ -             | -                            | \$ -                | 4.0          | \$ 742.00           | \$ -                | \$ -          | \$ -                | \$ -               |
| 3.02       | 65% Submittal                                  | 4.0  | \$ 868.00          | 56.0                      | \$ 8,624.00         | 94.0                  | \$ 12,596.00        | 1.0                      | \$ 112.00        | -                            | \$ -                | 155.0        | \$ 22,200.00        | \$ -                | \$ -          | \$ 29,500.00        | \$ 2,500.00        |
| 3.03       | Staff Meeting #3                               | -  | \$ -               | 2.0                       | \$ 308.00           | -                     | \$ -                | -                        | \$ -             | -                            | \$ -                | 2.0          | \$ 308.00           | \$ -                | \$ -          | \$ -                | \$ -               |
| 3.04       | 100% Submittal                                 | 8.0  | \$ 1,736.00        | 24.0                      | \$ 3,696.00         | 48.0                  | \$ 6,432.00         | 1.0                      | \$ 112.00        | -                            | \$ -                | 81.0         | \$ 11,976.00        | \$ -                | \$ -          | \$ 24,000.00        | \$ 1,000.00        |
| 3.05       | Staff Meeting #4                               | -  | \$ -               | 2.0                       | \$ 308.00           | -                     | \$ -                | -                        | \$ -             | -                            | \$ -                | 2.0          | \$ 308.00           | \$ -                | \$ -          | \$ -                | \$ -               |
| 3.06       | Bid Submittal                                  | 8.0  | \$ 1,736.00        | 16.0                      | \$ 2,464.00         | 16.0                  | \$ 2,144.00         | 2.0                      | \$ 224.00        | -                            | \$ -                | 42.0         | \$ 6,568.00         | \$ 3,000.00         | \$ -          | \$ 9,000.00         | \$ 1,000.00        |
| 3.07       | Project Archive                                | -  | \$ -               | 1.5                       | \$ 231.00           | 3.0                   | \$ 402.00           | 1.5                      | \$ 168.00        | -                            | \$ -                | 6.0          | \$ 801.00           | \$ -                | \$ -          | \$ -                | \$ -               |
|            | <b>SUBTOTAL 3.0</b>                            | <b>22.0</b>                                      | <b>\$ 4,774.00</b> | <b>103.5</b>              | <b>\$ 15,939.00</b> | <b>161.0</b>          | <b>\$ 21,574.00</b> | <b>5.5</b>               | <b>\$ 616.00</b> | <b>-</b>                     | <b>\$ -</b>         | <b>292.0</b> | <b>\$ 42,903.00</b> | <b>\$ 3,000.00</b>  | <b>\$ -</b>   | <b>\$ 62,500.00</b> | <b>\$ 4,500.00</b> |
|            | Subconsultant Administration                   |  |                    |                           |                     |                       |                     |                          |                  |                              |                     | 10%          | \$ 300.00           | \$ -                | \$ 6,250.00   | \$ 450.00           |                    |
| <b>4.0</b> | <b>Bidding and Construction Administration</b> |  |                    |                           |                     |                       |                     |                          |                  |                              |                     |              |                     |                     |               |                     |                    |
| 4.01       | Bid Period Services                            | 1.0  | \$ 217.00          | 8.0                       | \$ 1,232.00         | 4.0                   | \$ 536.00           | -                        | \$ -             | 20.0                         | \$ 3,320.00         | 33.0         | \$ 5,305.00         | \$ -                | \$ -          | \$ 1,500.00         | \$ 400.00          |
| 3.02       | Construction Period Services                   | 2.0  | \$ 434.00          | 24.0                      | \$ 3,696.00         | 16.0                  | \$ 2,144.00         | -                        | \$ -             | 128.0                        | \$ 21,248.00        | 170.0        | \$ 27,522.00        | \$ -                | \$ -          | \$ 12,000.00        | \$ 2,000.00        |
|            | <b>SUBTOTAL 4.0</b>                            | <b>3.0</b>                                       | <b>\$ 651.00</b>   | <b>32.0</b>               | <b>\$ 4,928.00</b>  | <b>20.0</b>           | <b>\$ 2,680.00</b>  | <b>-</b>                 | <b>\$ -</b>      | <b>148.0</b>                 | <b>\$ 24,568.00</b> | <b>203.0</b> | <b>\$ 32,827.00</b> | <b>\$ -</b>         | <b>\$ -</b>   | <b>\$ 13,500.00</b> | <b>\$ 2,400.00</b> |
|            | Subconsultant Administration                   |  |                    |                           |                     |                       |                     |                          |                  |                              |                     | 10%          | \$ -                | \$ -                | \$ 1,350.00   | \$ 240.00           |                    |
|            | <b>Optional Services</b>                       |  |                    |                           |                     |                       |                     |                          |                  |                              |                     |              |                     |                     |               |                     |                    |
| 2.05       | Materials Board                                | -  | \$ -               | 2.0                       | \$ 308.00           | 8.0                   | \$ 1,072.00         | -                        | \$ -             | -                            | \$ -                | 10.0         | \$ 1,380.00         | \$ -                | \$ -          | \$ -                | \$ -               |
| 2.06       | Color Rendered Plan                            | -  | \$ -               | 2.0                       | \$ 308.00           | 12.0                  | \$ 1,608.00         | -                        | \$ -             | -                            | \$ -                | 14.0         | \$ 1,916.00         | \$ -                | \$ -          | \$ -                | \$ -               |
|            | <b>SUBTOTAL</b>                                | <b>-</b>   | <b>\$ -</b>        | <b>4.0</b>                | <b>\$ 616.00</b>    | <b>20.0</b>           | <b>\$ 2,680.00</b>  | <b>-</b>                 | <b>\$ -</b>      | <b>-</b>                     | <b>\$ -</b>         | <b>24.0</b>  | <b>\$ 3,296.00</b>  | <b>\$ -</b>         | <b>\$ -</b>   | <b>\$ -</b>         | <b>\$ -</b>        |
|            | Subconsultant Administration                   |  |                    |                           |                     |                       |                     |                          |                  |                              |                     | 10%          | \$ -                | \$ -                | \$ -          | \$ -                |                    |







## Standard Schedule of Compensation 2021 San Jose & Burlingame

### General

The following list of fees and reimbursable expense items shall be used in the provision of services described in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

### Hourly Rates

|                              |             |
|------------------------------|-------------|
| Principal                    | \$217 /hour |
| Senior Associate             | \$198 /hour |
| Associate                    | \$188 /hour |
| Construction Manager         | \$166 /hour |
| Senior Project Manager       | \$170 /hour |
| Project Manager 1            | \$163 /hour |
| Project Manager 2            | \$154 /hour |
| Job Captain                  | \$143 /hour |
| Designer 1                   | \$134 /hour |
| Designer 2                   | \$122 /hour |
| Assistance Designer          | \$109 /hour |
| Accounting                   | \$165 /hour |
| Senior Project Administrator | \$125 /hour |
| Project Administrator        | \$112 /hour |

### Reimbursable Expenses Rates

|  |                    |
|--|--------------------|
| Expenses   | cost + 15%         |
| <i>printing and reproductions, postage and delivery, mileage, travel expenses (hotel / food), testing and outside services, and other project related expenses</i> |                    |
| Subconsultant Administration   | cost + 10%         |
| Communications and Insurance Surcharge   | 2.5% of total fees |

### Payments

Payments are due within ten days after monthly billing. Callander Associates reserves the right to suspend services for non-payment if payment is not received within a period of 60 days after invoice date. Additionally invoices 60 days past due are subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

#### BURLINGAME

1633 Bayshore Highway, Suite 133  
Burlingame, CA 94010  
T 650.375.1313

#### GOLD RIVER

12150 Tributary Point Drive, Suite 140  
Gold River, CA 95670  
T 916.985.4366

#### SAN JOSE

2025 Gateway Place, Suite 285  
San Jose, CA 95113  
T 408.275.0565

July 19, 2021  
BKF No P20210198



Mark Slichter, PLA, Principal  
Callander Associates  
1633 Bayshore Highway, Suite 133  
Burlingame, CA 94010  
*Transmitted Via Email*

**Subject: Nevada Street Bicycle and Pedestrian Improvement Project  
Civil Engineering and Surveying Services  
Proposal and Letter Agreement**

Dear Mark:

BKF Engineers welcomes the opportunity to submit this proposal and letter agreement for civil engineering and land surveying services. ***This version of the proposal is an update to the original based on the concept plan moving forward and having completed the initial project start-up phase.*** We understand that the subject project intends to create bicycle and pedestrian improvements to a section of Nevada Street. Based on our discussion, we understand your need for civil engineering services includes the following:

1. Construction documents (PS&E) for roadway widening.
2. Bid phase services.

About 700-feet of roadway will be widened to provide on-street parking, bike lanes, and sidewalk/pathway. Other improvements will include signing and striping, stormwater treatment, and other minor related elements. The full project description and understanding is based on an e-mail from the City on 1/27, our site walk on 2/3, and subsequent conversations and e-mails.

**TASKS:**

Design Development

- Kick-off meeting
  - Street alignment and plan linework revisions
  - Supplemental topographic survey
  - 35% submittal
- Plan sheets will include:
- |  |            |
|--|------------|
| Civil Grading Plan and Profile, 20 scale | 2 sheets   |
| Civil Paving Plan, 20 scale              | 2 sheets   |
| Utility Plan, 20 scale                   | 2 sheets   |
| Signage and Striping Plan, 20 scale      | 2 sheets   |
| Civil details, various scales            | 3-4 sheets |
- Updated cost estimate – includes quantity take-off
  - Stormwater c.3 checklist and management plan exhibit
  - Spec outline

### Construction Documents

- Meeting with staff
- 65% submittal (plans, specs, estimate)
- Coordination with PG&E including site meeting with representative, exhibits, and communication
- Meeting with staff
- 100% submittal
- Meeting with staff
- Bid submittal

### Bid Assistance

- Review and respond to pre-bid RFI's
- Addenda

### Construction Administration Services

- Review and respond to RFI's
- Review submittals
- Record drawings

### Stormwater Pollution Prevention Plan (SWPPP)

This project is expected to be just over the 1 acre threshold for requiring a SWPPP. Regardless of meeting the threshold project size, we recognize the importance of having one. With the proximity to a sensitive receptor (the creek), there may be a perception of potential impacts. The added level of permitting and oversight may reduce the perceived and actual risk to the City.

As part of this service, we will prepare the SWPPP, assist the City with creating the project on the SMARTS website and obtaining a WDID.

### ASSUMPTIONS:

- All meetings will be virtual.
- Stormwater treatment design assumes a curb inlet (or series of curb inlets) to a connected system of Silva Cells (or similar) and street trees. This treatment design will potentially include subdrains and an overflow to connect to the existing nearby outfall. We have included budget for minor variations and adjustments, but no budget for evaluating alternatives. No Stormwater modeling for hydrology or hydraulics is included.
- Existing utilities will be based on as-built drawings, surveyed surface features, and any USA markings. No underground utility locating survey is included in this scope. We have not included time or cost for requesting as-builts from utility companies (we assume this will be provided by the City).
- Utility design is not included. We assume modifications to existing utilities will be limited to adjustments to grade and no significant relocations will be required. Minor relocations (such as fire hydrant relocations, adjusting vaults to grade, and backflow relocations) that involve standard details can be accommodated within this scope, including new standard irrigation service(s). No modeling or capacity analysis is included in this scope.
- Modified traffic signal plan is not included.
- Callender will compile and take the lead on all documents, BKF will be providing input to the PS&E package.



These services will be invoiced monthly on a time-and-expense basis at our standard hourly rates with a not-to-exceed fee limit of the amount below. For reference, this not-to-exceed total is based on the following fee estimates for each phase.

### 1.0 Design Development

|                                   |                 |
|-----------------------------------|-----------------|
| Kick-off Meeting                  | \$ 900          |
| Street Alignment and Revisions    | \$1,500         |
| Supplemental Topographic Survey   | \$3,000         |
| 35% Plans and spec outline        | \$8,000         |
| Updated Cost Estimate             | \$600           |
| Stormwater C.3 checklist and SWMP | \$3,000         |
| <b>1.0 Subtotal</b>               | <b>\$17,000</b> |

### 2.0 Construction Documents

|                     |                 |
|---------------------|-----------------|
| 65% PS&E            | \$28,000        |
| C.3 Updates         | \$1,500         |
| 100% PS&E           | \$24,000        |
| Bid Submittal       | \$5,000         |
| <b>2.0 Subtotal</b> | <b>\$58,500</b> |

### 3.0 Bidding Phase Support

|                            |                |
|----------------------------|----------------|
| (hourly with an allowance) | \$1,500        |
| <b>3.0 Subtotal</b>        | <b>\$1,500</b> |

### 4.0 Construction Phase Support

|                            |                 |
|----------------------------|-----------------|
| (hourly with an allowance) | \$12,000        |
| <b>4.0 Subtotal</b>        | <b>\$12,000</b> |

### 5.0 SWPPP Services

|                              |                |
|------------------------------|----------------|
| SWPPP, NOI, SMARTS Interface | \$4,000        |
| <b>5.0 Subtotal</b>          | <b>\$4,000</b> |

### Total Compensation

**\$93,000**

BKF Engineers' services are limited to those expressly set forth in this letter. It is understood that BKF will have no other obligations or responsibilities for the subject project except as provided herein or as otherwise agreed to in writing. For any additional services requested, we will prepare and submit a separate scope and fee prior to performing the work. Additional services will not be performed until formally authorized in writing (e.g. signed amendment, e-mail recognition) by client.

In providing services under this agreement, BKF shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

This agreement may be terminated by either party at any time for any reason with 7 days written notice. If client elects to terminate this agreement before our services are complete, BKF will issue a final invoice proportional to the services which were provided up to the date which services were terminated and client agrees to pay said invoice within 14 days of receipt.



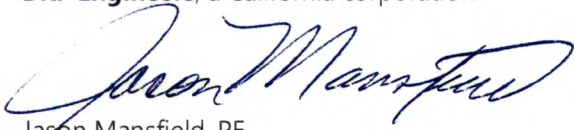


July 19, 2021

Thank you for the opportunity to present this proposal and letter agreement. We look forward to assisting in the development of this project. Please contact me at (650) 482-6422 or [jmansfield@bkf.com](mailto:jmansfield@bkf.com) if you have any questions.

Respectfully,

**BKF Engineers**, a California corporation

A handwritten signature in black ink that reads "Jason Mansfield". The signature is written in a cursive, flowing style.

Jason Mansfield, PE

Associate

License No. CA RCE 59567





399 Lindbergh Avenue  
Livermore CA 94551  
P 925.315.3151  
[www.bskassociates.com](http://www.bskassociates.com)

July 15, 2021 (Revised July 20, 2021)

BSK Proposal GL21-21602A

Mr. Zach Katz, PLA  
Job Captain  
**Callander Associates**  
1633 Bayshore Highway, Suite 133  
Burlingame, California 94010

Email: [zkatz@callanderassociates.com](mailto:zkatz@callanderassociates.com)

**SUBJECT: Revised Proposal for Additional Limited Geotechnical Investigation  
City of Pleasanton – Nevada Street Improvements (CIP No. 20565)  
Pleasanton, California**

Dear Mr. Katz:

BSK Associates (BSK) is pleased to present this revised proposal to provide additional limited geotechnical investigation for the City of Pleasanton Nevada Street Improvements project. The purpose of our investigation will be provide geotechnical recommendations for the planned improvements. We have based our proposal on the following:

- Email correspondence from you dated June 21, 2021,
- An aerial schematic plan view from you showing proposed shed pad, shade structure area, and silva cell location under pavement,
- Our previous investigation,
- Our review of Google Earth aerial imagery, and
- Our previous experience with similar projects.

Presented herein is our understanding of the project, discussion of our approach and our estimated fees. BSK is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet the project's needs or if those needs have changed, BSK will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client and adjustments to our fees.

## **PROJECT DESCRIPTION**

The project is located along a 0.2-mile segment on Nevada Street between California Avenue and Bernal Avenue in the City of Pleasanton (City). Based on the schematic plan view provided, the City is planning a new shade structure, shed, flatwork, and bioretention areas consisting of silva cells under concrete

flatwork. The trail improvements will also include a new shed founded on a mat foundation. It is our understanding that the silva cells will be in the range of 36 inches thick.

If the actual site conditions and/or project description differ significantly from that anticipated above, we should be notified so that we may review our scope of work for applicability.

## SCOPE OF SERVICES

Our proposed scope of services will consist of a site reconnaissance, a limited subsurface investigation including estimation of subsurface infiltration rates, laboratory testing, engineering analysis, and report preparation. Our findings will be summarized in a letter report under the supervision of a California registered Geotechnical Engineer. **BSK will not conduct any pavement condition surveys or provide pavement rehabilitation recommendations.**

This proposed investigation specifically excludes the assessment of environmental characteristics particularly those involving hazardous substances. If needed, BSK can outline a scope of services for an environmental assessment in a separate proposal.

### Task 1 – Pre-Field Activities

We will coordinate our investigation with Callander Associates and the City (if necessary). We will visit the site to mark the locations of the proposed borings and to confirm suitable site access. We will then contact Underground Service Alert (USA) a minimum of 72 hours prior to our subsurface exploration for utility clearance. It should be noted that USA will only check for utilities on the public right-of-way and does not include private property. We will contract a private utility locator to identify detectable underground utilities near the locations of our borings. We will obtain a drilling permit for borings from the Zone 7 Water Agency.

### Task 2A – Field Investigation

We propose to explore the subsurface conditions at the Site by drilling three (3) hollow-stem auger borings to depths of approximately 5 to 15 feet below the existing ground surface (BGS) at the approximate locations shown on the attached Figure 1, Proposed Exploration Plan. A professional from BSK will maintain a log of the soils encountered, record the blow counts obtained at each sampling interval, and obtain samples for visual examination, classification, and laboratory testing. The soil sampling will be performed using SPT and 2.5-inch I.D. lined split spoon samplers. The strength characteristics of the cohesive soil samples recovered will be evaluated in the field using a hand-held pocket penetrometer. During our investigation, we will also measure the approximate depth to free groundwater if it is observed in our hollow-stem auger borings. Upon completion, the borings will be backfilled with cement grout per County requirements.

We will coordinate our subsurface investigation with representatives from the City in order to gain access to the Site during our investigation. We have planned our subsurface investigation for normal



working hours (7:00 am to 5:00 pm), Monday through Friday. Excess soil cuttings generated during the drilling operation will be left onsite at a mutually agreed upon predetermined location.

Although this is rare, in the event that hazardous materials are encountered as indicated visually or by odor in the soil borings during our subsurface investigation, such borings will be immediately terminated, and arrangements will be made to backfill such borings with cement grout. BSK will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program.

### **Task 2B – Percolation Testing**

We will convert our shallow boring into a percolation test in the upper 3 to 5 feet. We will install a 2-inch perforated pipe and fill the annular space between the pipe and the borehole sidewalls with ¾-inch drain rock. Prior to initiating the percolation testing, we will first pre-soak the percolation holes overnight. The following day, we will fill the percolation hole with water to within 6 to 24 inches above the bottom of the hole. We will then measure the time for the water to recede approximately one inch or measure the drop of water level after approximately 60 minutes, whichever takes less time. We will continue filling the percolation holes and measuring the water level drop until the drop rate between consecutive readings stabilizes (i.e., typically within 10 percent of each other). We will then reduce the data collected to estimate the percolation rates of each hole. The test results will be presented in our geotechnical report. Upon completion of the percolation testing, the test holes will be backfilled with sand and the upper approximately six inches will be patched with topsoil.

### **Task 3 – Laboratory Testing**

Laboratory tests will be performed on selected soil samples to evaluate pertinent engineering properties for design of the project. Laboratory tests which we anticipate performing may include measurement of in-situ moisture content and dry density, Atterberg limits, sieve analysis, and shear strength testing. One corrosion screening test will also be performed. After the subsurface investigation is completed, if we find it necessary to perform additional tests, we will contact you for your prior approval.

We will temporarily store the samples collected during our investigation (but not tested in the lab) for a period of up to 90 days from the date of drilling. After this period, we will dispose of the samples unless otherwise requested by the Client.

### **Task 4 – Engineering Analysis and Preparation of Recommendations Report**

We will evaluate the field and laboratory data and perform geotechnical engineering analyses to develop conclusions and recommendations for the project as summarized below. Results of our site reconnaissance, subsurface investigation, laboratory testing, and engineering analyses will be summarized in a report prepared under the supervision of a California registered Geotechnical Engineer. At this time, we anticipate that our report will include the following items:



- A description of the project including a vicinity map and site plan showing the approximate locations of our borings;
- A description of the subsurface investigation, logs of borings, and results of laboratory tests;
- A description of the surface and subsurface site conditions encountered during our subsurface investigation, including depth of free groundwater if observed in our borings;
- A description of the site geologic setting and associated geology related hazards, including faulting, liquefaction (within the depth of our borings);
- Conclusions and recommendations related to the geotechnical aspects of:
  - Mat foundations, including allowable soil bearing pressure, minimum embedment depth, resistance to lateral loads, friction coefficient, and modulus of subgrade reaction;
  - Recommendations for drilled piers for support of the shade structure, including allowable skin friction, minimum diameter and embedment depth, and resistance to lateral loads;
  - Provision of state-mapped 2019 CBC seismic design parameters (no site-specific ground motion analysis is included);
  - Vehicular Portland Cement Concrete pavement recommendations;
  - Site drainage recommendations;
  - Percolation Test results,
  - Recommendations for site preparation, earthwork, and fill compaction specifications; and
  - Construction considerations and limitations; and
  - A brief discussion of the corrosion potential of near-surface soils encountered during our subsurface investigation based on the laboratory corrosion screening test performed.

We will provide you with an electronic copy of our report in PDF format.

### **Task 5 – Geotechnical Plan Review and Construction Support**

This task will cover review of the geotechnical aspects of the 90% or 95% complete project plans to be prepared by others prior to issuance of these documents for construction bidding purposes. Our fee for this task assumes a single review iteration of the plans and preparation of a letter presenting our review comments. If desired, a final review letter will be issued once our review comments are incorporated into the 100% complete plan set. If additional review iterations and letters are required, we may need to request that the budget for this task be revised accordingly.

In addition, this task will cover responses to geotechnical-related submittals and request for information during construction. Construction observation, testing, and special inspection is not covered in this task. Once the project plans are completed, we can provide a separate proposal for construction observation, testing, and special inspection.





## SCHEDULE

BSK is ready to start working on this project immediately following receipt of formal authorization to proceed. Depending on drilling subcontractor availability, we anticipate starting our field investigation within three to four weeks after receipt of notice to proceed. We anticipate that the subsurface investigation can be completed in one working day. We estimate that laboratory testing will be completed within approximately two to three weeks following the completion of the subsurface investigation, and the report will be submitted within approximately two weeks after completion of the laboratory-testing program. A preliminary report can be provided within two weeks after the conclusion of our field investigation, prior to laboratory testing completion.

## FEE ARRANGEMENTS

Fees for our services will be charged on a **lump sum basis**. Our charges will be invoiced monthly. For the scope of services discussed herein, our fee quotation, approximately broken down by task, will be as listed in the table below.

| Task                       | Geotechnical Investigation  | Fee             |
|----------------------------|---|-----------------|
| 1                          | <b>Pre-Field Activities:</b> Locate borings, mark USA, coordinate field activities, Zone 7 Permit | \$ 2,300        |
| 2A                         | <b>Field Investigation:</b> 3 borings to depth of 5 to 15 feet BGS                                | \$ 3,300        |
| 2B                         | <b>Percolation Testing</b>  | \$ 1,600        |
| 3                          | <b>Laboratory Testing</b>   | \$ 2,200        |
| 4                          | <b>Engineering Analysis and Preparation of Recommendations Report</b>                             | \$ 3,800        |
| 5                          | <b>Geotechnical Plan Review and Construction Support</b>  | \$ 3,000        |
| <b>Investigation Total</b> |   | <b>\$16,200</b> |

Our fee estimate applies to services commenced within 90 days of this proposal. After that time, we should review our proposal for applicability. We have assumed that there is no Project Labor Agreement in-place for this project. We have also assumed that California Prevailing Wages **do apply** to this project and have adjusted our hourly rates accordingly.

## SUMMARY OF ASSUMPTIONS

Below is a list of the main assumptions we made for our proposed scope of services and fee quotation:

- BSK will not be responsible for removal of USA markings made by us that are associated with this project. If removal of such markings is necessary, we assume City personnel will be responsible for taking care of this.
- This proposed investigation scope specifically excludes the assessment of environmental characteristics particularly those involving hazardous substances.
- Our scope of services does not include construction observation and testing services. These services can be provided on a time and materials basis in accordance with our current fee schedule with the City of Pleasanton as additions to the scope presented herein or we can submit amendment requests if/when these services are desired by the Client.



- An encroachment permit will not be required.
- BSK will not be required to prepare traffic control plans or provide traffic control during our investigation. If this is not the case, additional fees will apply.
- The City of Pleasanton will provide permission for BSK to access to the project site at no cost or effort by us.
- We will be allowed to perform our field investigation between the hours of 7:00 am and 5:00 pm on a weekday.
- It is the responsibility of the project Owner or its representatives to provide BSK available information on locations for all utilities and utility easements situated within the Site at least four (4) working days before the start of our field investigation. It is impossible to determine with certainty the precise location of all structures, which may be buried below the ground surface at the Site. Disruption of utilities or damage to underground structures will be the responsibility of the Client. Services rendered by BSK to repair them will be billed at cost. To help lower the potential for conflicts with existing underground utility lines at our proposed exploration points, we will retain the services of a private utility locator to help identify detectable underground utilities near our proposed exploration points at the Site.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of any inaccuracies in these assumptions and conditions, so we may revise the proposal or fee.

## **WORK SAFETY**

The safety of our employees is of paramount concern to BSK. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of services and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

**BSK has implemented the safety requirements of local and state ordinances associated with COVID-19**, including having our employees practice proper social distancing, proper hygiene, and using personal protective equipment. BSK has also implemented a system for checking the health/wellness of employees that are working in our offices, laboratories, or project sites at the beginning and end of their work shifts to reduce the risk of cross infection.

## **GENERAL CONDITIONS AND AGREEMENT**

If this proposal is acceptable to you, please issue an amendment to our existing agreement for Phase 1 of this project.

This proposal was developed after discussion with you and is a preliminary understanding of your desires. If a portion of this proposal does not meet your needs, or if those needs have changed, BSK is prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms



and conditions may result in changes to the risks assumed by the Client as well as adjustments to our fees.

## LIMITATIONS

BSK offers a range of engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive engineering yields more information, which may help the client understand and manage the degree of risk. Since such detailed services involve greater expense, our clients participate in determining the level of service, which provides adequate information for their purposes at an acceptable level of risk. Acceptance of this proposal will indicate that you have reviewed the scope of services and have determined that it does not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in a change in fees.

BSK will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is part of the services offered by this proposal.


## CLOSURE

BSK appreciates the opportunity to submit this proposal for your consideration and we look forward to working with the you on this project. If you have questions concerning this proposal or require additional information or services, please contact the undersigned at (925) 315-3151.

Respectfully submitted,  
BSK Associates



Carrie L. Foulk, PE, GE  
Geotechnical Group Manager



Cristiano Melo, PE, GE  
Livermore Branch Manager

**Enclosures:** Figure 1 – Proposed Exploration Plan







ELEMENTS

- Approximate Location of Proposed Borings
- Approximate Location of Previous Borings

Figure 1- Proposed Exploration Plan



# **ZEIGER**

## **ENGINEERS, INC.**

1521 Le Roy Avenue  
Berkeley, CA 94708  
(510) 452-9391

June 19/2021/Rev July 12, 2021

Mark Slichter  
Principal, PLA  
Callander Associates  
2025 Gateway Place, Suite 285  
San Jose, CA 95110

RE: Nevada Street Improvements, City of Pleasanton

Dear Mark:

We propose to furnish the necessary electrical engineering services in connection with referenced project for fees as itemized below. Compensation shall be on an hourly basis per our current billing rate schedule.

Scope of Work: (Modified scope with widened sidewalk)

Work will entail:

1. Site investigations to determine sources of utility, existing streetlight circuits, and other electrical conditions affecting work.
2. Street lighting modifications and additions depending on streetscape design, and new small off-street parking lot lighting.
3. Connections for new irrigation controller(s) to be determined.
4. Preparation of plans, diagrams, voltage drop calculations, specifications, and cost estimates.
5. We anticipate that required submittals will be made 35%, 65%, 100% and bid.
6. Construction administration services to be limited to office consultation, responses to RFI's, review of submittals, and change cost proposals, and preparation of as-built drawings.

Bid assistance services to be provided.

Excluded Work:

1. Coordination and/or design work regarding any on-going street signalization project.



Fee Itemization

|                                |                |
|--------------------------------|----------------|
| Site investigations:           | \$1,200.00     |
| Construction Documents (PS&E): | \$6,200.00     |
| Bid:                           | \$400.00       |
| CA:                            | \$2,000.00     |
| Total                          | \$9,800.00 NTE |

Please call me should you have any questions for require any additional information.

Sincerely,

ZEIGER ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "R. Zeiger". The signature is fluid and cursive, with the first letter "R" being particularly large and stylized.

Ronald Zeiger, PE  
President



**PARKING TALLY OVERALL**

|                   | EXISTING  | PROPOSED  |
|-------------------|-----------|-----------|
| <b>NORTH SIDE</b> |           |           |
| ON STREET         | 0         | 16        |
| OFF STREET        | 0         | 0         |
| <b>SOUTH SIDE</b> |           |           |
| ON STREET         | 0         | 22        |
| OFF STREET        | 24        | 8         |
| <b>TOTALS</b>     | <b>24</b> | <b>46</b> |

**Limit of Work Exhibit**  
 Nevada St. Improvements CD's  
 07/23/21

