

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND CALLANDER ASSOCIATES LANDSCAPE  
ARCHTECTURE, INC.**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Callander Associates Landscape Architecture, Inc.** hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from March 1, 2023 to December 31, 2023, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

#### **SECTION 8. INDEMNIFICATION.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

#### **SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

**SECTION 10. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

## **SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

**SECTION 13. GOVERNING LAW.** City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

**SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**CITY**

City Clerk's Office  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

**CONSULTANT**

Callender Associates Landscape  
Architecture, Inc.  
2025 Gateway Place, Suite 285  
San Jose, CA 95110  
(408) 275-0565

**SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services  
Exhibit B: Schedule of Performance  
Exhibit C: Compensation

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**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.

**CITY**

**CONSULTANT**

**CITY OF WATSONVILLE**

**CALLANDER ASSOCIATES LANDSCAPE  
ARCHTECTURE, INC.**

BY \_\_\_\_\_  
Rene Mendez, City Manager

BY \_\_\_\_\_  
Marie Mai, Principal

**ATTEST:**

BY \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Samantha W. Zutler, City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

Scope of Services is as follows (Items shown in boldface italics are deliverables; an electronic pdf copy will be provided unless noted otherwise.)

#### PROJECT MANAGEMENT

- 1.01 Kick-off Meeting: Meet with City staff in a single virtual meeting to discuss project drivers, objectives, approach, key concerns, team member roles, and other aspects of the project. Key meeting objectives include identification of major stakeholders, discussion of project protocols, review of schedule milestones, and preliminary listing of Project Advisory Committee (PAC) members – City and County parks and maintenance staff. Prepare ***meeting agenda and summary*** and distribute to attendees.
- 1.02 Project Schedule: Prepare a detailed ***project schedule*** in MS Project format and maintain throughout the course of the project. Schedule will be modified and submitted on a monthly basis with completed tasks and critical path items clearly indicated.

#### DATA REVIEW

- 2.01 Document Review: Review project background information provided by the City, including full GIS files and park record drawings. Task assumes that record drawings are available for each site (29 sites total, 4 with buildings/structures) and with sufficient site detail to provide an accurate, scalable base plan upon which GIS maps can be drafted. If these drawings are not available, CALA will attempt to draft in based upon Google aerial images and site observations, limited to the 3 hours per site that we have budgeted for this effort (see task 2.02 and 2.05).
- 2.02 GIS Example Inventory: Prepare example GIS data file for one representative park site to illustrate proposed inventory method and level of detail. Set file layering, naming, color, and formatting standards in collaboration with City staff. Prepare summary of ***numerical ranking system*** and corresponding ***evaluation criteria*** for each park asset. Submit ***shapefiles*** to City and test access, ease-of-use, and compatibility with City and County GIS system.
- 2.03 Review Meeting #1: Allow for a meeting with PAC members to review input on files, collaborate on refinements, and determine direction for proceeding. Prepare ***meeting summary*** and distribute to attendees.
- 2.04 GIS Data File Refinements: Based on input received from above, modify data file.
- 2.05 GIS Database Assembly: Based on approved example data file, prepare GIS data files for remaining 28 park sites.

## DATA COLLECTION

3.01 Develop Analysis Criteria: In conjunction with City staff and with careful consideration given to the suggestions in the RFP, prepare ***draft analysis criteria***. Analysis criteria to be an elaboration on the items noted in the RFP (lighting, irrigation, etc.) with further breakdown of specific field evaluation to be performed (electroliner condition, location, irrigation backflow preventor type, sprinkler type, etc.).

3.02 Sample Inventory: Work with City staff to identify one representative sample site. Visit the site for purposes of de-bugging and refining the inventory process. Photo document and add inventory data digitally to GIS database.

3.03 Review Meeting #2: Compile the initial findings into a ***inventory summary table*** and meet with PAC members to discuss initial findings and possible enhancements to methodology and captured content. Reach agreement on refinements to both and document these refinements in a ***meeting summary*** distributed to the attendees.

3.04 Draft GIS Database: Based on input from above, refine and modify the ***GIS database*** to reflect the agreed-upon direction.

3.05 Bulk Inventory: Inventory the remaining 28 sites and add inventory data digitally to GIS database. Compile the findings into an ***inventory summary table*** for each site for PAC members to review. Our assessment will be based on readily observable conditions and data on inaccessible elements such as irrigation, drainage, and electrical systems will be provided by park staff based on a questionnaire prepared by CALA.

3.06 Final GIS Database: Based upon findings from bulk inventory visits, make minor modifications and finalize GIS database for use in cost estimating and ranking.

3.07 Cost Estimating: Prepare a rough order of magnitude ***cost estimate*** for each park suitable for planning purposes. Utilize recent park bid results to estimate unit prices, GIS data to identify quantities of each amenity, and include upcharges to accommodate other items such as bonding and mobilization. Cost estimates are intended to reflect total costs the City would incur in implementing the improvements and will therefore include soft costs (design, permitting, administration) as well as construction costs.

3.08 Ranking Methodology: The experience of visiting all the sites will be beneficial in formulating our thoughts on improvement priorities. Based on this experience and dialogue over the course of the project with PAC and staff members, we will prepare a ***proposed ranking methodology***. Ranking categories shall include the condition, community priorities from task 4.0, and social equity (based on available GIS/Demographics data).

3.09 Review Meeting #3: Allow for a meeting with PAC members to review input on costs and ranking, and determine direction for proceeding. Prepare written ***meeting summary***.



## INPUT MEETINGS AND PRESENTATIONS

4.01 Prepare Meeting Graphics: In conjunction with City staff, prepare **meeting graphics** to include for each park site: existing site plan with list of park amenities and existing conditions image board. Prepare Citywide map showing grouping of parks and focus of each community meeting and project objectives board. Incorporate Spanish translation provided by City staff. Provide hard copy of final graphics at community meetings.

4.02 Community Meeting #1: Host a public meeting on the park site, at the Public Library or other space as proposed by City staff. Present the initial group of 10 park sites and solicit input. Capture input and prepare a **meeting summary** to be submitted to City and posted to City web site with presentation materials.

4.03 Community Meeting #2: Present the second group of 10 park sites and solicit input. Prepare a **meeting summary** to be submitted to City and posted to City web site with presentation materials.

4.04 Community Meeting #3: Present the final group of 9 park sites and solicit input. Prepare a **meeting summary** to be submitted to City and posted to City web site with presentation materials.

4.05 Park Priorities Summary: Prepare **priorities summary** describing input received from the community on each of the park sites. Summary to include a list of the top improvement priorities for each site. Incorporate the top priorities into the park ranking.

4.06 Review Meeting #4: Meet with PAC members to discuss findings and possible enhancements to methodology and captured content. Reach agreement on refinements to both and document these refinements in a **meeting summary** distributed to the attendees

4.07 City Parks and Recreation Commission Presentation: In conjunction with City staff, present the Draft Final Report to the Parks and Recreation Commission and solicit their input.

4.08 County Parks and Recreation Commission Presentation: In conjunction with City and County staff, present the Draft Final Report to the Parks and Recreation Commission and solicit their input.

4.09 County Board of Supervisors Presentation: In conjunction with City staff, present the Draft Final Report to the Board of Supervisors and solicit their input.

4.10 City Council Presentation: Present the Draft Final Report to the City Council at a regular meeting of the Council. Provide clarifications and respond to questions as called upon. Seek an approval or conditional approval of the report.

## PARKS ASSESSMENT REPORT

5.01 Draft Improvements Ranking: Based on input on the proposed ranking methodology, perform a ***draft improvements ranking*** to identify the overall score of each park and improvement priorities and priority sites.

5.02 Review Meeting #5: Meet with PAC to present the draft improvements ranking and share implementation timeline and recommendations resulting from the ranking. Discuss the findings and determine a direction for proceeding with refinements. Prepare and distribute a ***meeting summary***.

5.03 Draft Report: Prepare a ***Draft Park Facilities Assessment Study*** report. Report contents to include: compilation of documents prepared to date including community priorities summary and improvements ranking; executive summary, goals and objectives, park cut sheets, ranking tables for highest priority assets, ranking table for overall park system, implementation schedule, and appendices (meeting summaries, cost estimates). To maximize the potential of the full report to act as a living document, contents will be furnished in digital format for ease of amending as warranted.

5.04 Report Refinement: Update the report per staff comments and resubmit to the City.

5.05 Final Report: Subsequent to the Council and Board of Supervisors meetings, make any final minor revisions to the report per Council and Board input. Provide ***'record copy' hardcopy and a digital file of the final report*** to the City.

## **EXHIBIT "B"**

### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

All services to be completed by December 31, 2023

## EXHIBIT "C"

### COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$199,238.38

b. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

Phase	Description	City	County	Combined
1.0	Background and Approach (lump sum)	\$ 3,375.00		\$ 3,375.00
2.0	Data Review (lump sum)	\$ 38,146.00	\$ 3,759.00	\$ 41,905.00
3.0	Data Collection (lump sum)	\$ 64,578.00	\$ 3,882.00	\$ 68,460.00
4.0	Input Meetings and Presentations (lump sum)	\$ 17,446.00	\$ 5,560.00	\$ 23,006.00
5.0	Park Assessment Report (lump sum)	\$ 45,585.00	\$ 3,351.00	\$ 48,936.00
	Sub Reimbursables & Mark Up (allowance)	\$ 3,715.50		\$ 3,715.50
	Reimbursables (allowance)	\$ 8,846.88	\$ 994.00	\$ 9,840.88
	<b>TOTAL COMPENSATION</b>	<b>\$ 181,692.38</b>	<b>\$ 17,546.00</b>	<b>\$ 199,238.38</b>

**Task Matrix**  
**City Park Facilities Assessment**  
2/3/2023

		Callander Associates' Personnel and Rates													
Phase	Description	Principal @ \$240		Proj Manager 2 @ \$171		Designer 1 @ \$148		Administrator @ \$123		Construction Man. @ \$183		CA Fees		DTA architect	BKF civil
		hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	\$'s	\$'s
<b>1.0</b>	<b>Background and Approach</b>														
1.01	Kick-off Meeting	4.0	\$ 960.00	6.0	\$ 1,026.00	3.0	\$ 444.00	1.0	\$ 123.00	-	\$ -	14.0	\$ 2,553.00	\$ -	\$ -
1.02	Project Schedule	2.0	\$ 480.00	2.0	\$ 342.00	-	\$ -	-	\$ -	-	\$ -	4.0	\$ 822.00	\$ -	\$ -
	<b>SUBTOTAL 1.0</b>	<b>6.0</b>	<b>1,440.0</b>	<b>8.0</b>	<b>1,368.0</b>	<b>3.0</b>	<b>444.0</b>	<b>1.0</b>	<b>123.0</b>	<b>-</b>	<b>-</b>	<b>18.0</b>	<b>3,375.0</b>	<b>\$ -</b>	<b>\$ -</b>
Subconsultant Administration													<b>10%</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2.0</b>	<b>Data Review</b>														
2.01	Document Review	2.0	\$ 480.00	8.0	\$ 1,368.00	8.0	\$ 1,184.00	-	\$ -	-	\$ -	18.0	\$ 3,032.00	\$ 1,425.00	\$ 2,000.00
2.02	GIS Example Inventory	3.0	\$ 720.00	24.0	\$ 4,104.00	24.0	\$ 3,552.00	1.0	\$ 123.00	-	\$ -	52.0	\$ 8,499.00	\$ -	\$ -
2.03	Review Meeting #1	2.0	\$ 480.00	6.0	\$ 1,026.00	6.0	\$ 888.00		\$ -	-	\$ -	14.0	\$ 2,394.00	\$ -	\$ -
2.04	GIS Data File Refinements	2.0	\$ 480.00	8.0	\$ 1,368.00	16.0	\$ 2,368.00	1.0	\$ 123.00	-	\$ -	27.0	\$ 4,339.00	\$ -	\$ -
2.05	GIS Database Assembly	3.0	\$ 720.00	24.0	\$ 4,104.00	104.0	\$ 15,392.00	-	\$ -	-	\$ -	131.0	\$ 20,216.00	\$ -	\$ -
	<b>SUBTOTAL 2.0</b>	<b>12.0</b>	<b>\$ 2,880.00</b>	<b>70.0</b>	<b>\$ 11,970.00</b>	<b>158.0</b>	<b>\$ 23,384.00</b>	<b>2.0</b>	<b>\$ 246.00</b>	<b>-</b>	<b>\$ -</b>	<b>242.0</b>	<b>\$ 38,480.00</b>	<b>\$ 1,425.00</b>	<b>\$ 2,000.00</b>
Subconsultant Administration													<b>10%</b>	<b>\$ 142.50</b>	<b>\$ 200.00</b>
<b>3.0</b>	<b>Data Collection</b>														
3.01	Develop Analysis Criteria	1.0	\$ 240.00	8.0	\$ 1,368.00	8.0	\$ 1,184.00	-	\$ -	-	\$ -	17.0	\$ 2,792.00	\$ -	\$ -
3.02	Sample Inventory	1.0	\$ 240.00	8.0	\$ 1,368.00	12.0	\$ 1,776.00	2.0	\$ 246.00	-	\$ -	23.0	\$ 3,630.00	\$ -	\$ -
3.03	Review Meeting #2	2.0	\$ 480.00	3.0	\$ 513.00	3.0	\$ 444.00		\$ -	-	\$ -	8.0	\$ 1,437.00	\$ -	\$ -
3.04	Draft GIS Data Files	1.0	\$ 240.00	6.0	\$ 1,026.00	8.0	\$ 1,184.00	2.0	\$ 246.00	-	\$ -	17.0	\$ 2,696.00	\$ -	\$ -
3.05	Bulk Inventory	4.0	\$ 960.00	24.0	\$ 4,104.00	108.0	\$ 15,984.00	-	\$ -	-	\$ -	136.0	\$ 21,048.00	\$ 13,290.00	\$ 8,500.00
3.06	Final GIS Data Files	2.0	\$ 480.00	6.0	\$ 1,026.00	8.0	\$ 1,184.00	1.0	\$ 123.00	-	\$ -	17.0	\$ 2,813.00	\$ -	\$ -
3.07	Cost Estimating	4.0	\$ 960.00	12.0	\$ 2,052.00	8.0	\$ 1,184.00	2.0	\$ 246.00	4.0	\$ 732.00	30.0	\$ 5,174.00	\$ -	\$ -
3.08	Ranking Methodology	4.0	\$ 960.00	12.0	\$ 2,052.00	12.0	\$ 1,776.00	1.0	\$ 123.00	4.0	\$ 732.00	33.0	\$ 5,643.00	\$ -	\$ -
3.09	Review Meeting #3	2.0	\$ 480.00	3.0	\$ 513.00	3.0	\$ 444.00	-	\$ -	-	\$ -	8.0	\$ 1,437.00	\$ -	\$ -
	<b>SUBTOTAL 3.0</b>	<b>21.0</b>	<b>\$ 5,040.00</b>	<b>82.0</b>	<b>\$ 14,022.00</b>	<b>170.0</b>	<b>\$ 25,160.00</b>	<b>8.0</b>	<b>\$ 984.00</b>	<b>8.0</b>	<b>\$ 1,464.00</b>	<b>289.0</b>	<b>\$ 46,670.00</b>	<b>\$ 13,290.00</b>	<b>\$ 8,500.00</b>
Subconsultant Administration													<b>10%</b>	<b>\$ 1,329.00</b>	<b>\$ 850.00</b>
<b>4.0</b>	<b>Input Meetings and Presentations</b>														
4.01	Prepare Meeting Graphics	3.0	\$ 720.00	16.0	\$ 2,736.00	16.0	\$ 2,368.00	-	\$ -	-	\$ -	35.0	\$ 5,824.00	\$ -	\$ -
4.02	Community Meeting #1	2.0	\$ 480.00	6.0	\$ 1,026.00	6.0	\$ 888.00	3.0	\$ 369.00	-	\$ -	17.0	\$ 2,763.00	\$ -	\$ -

COST PROPOSAL

		Callander Associates' Personnel and Rates														
Phase	Description	Principal @ \$240		Proj Manager 2 @ \$171		Designer 1 @ \$148		Administrator @ \$123		Construction Man. @ \$183		CA Fees		DTA architect	BKF civil	
		hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	hrs	\$'s	\$'s	\$'s	
4.03	Community Meeting #2	2.0	\$ 480.00	6.0	\$ 1,026.00	6.0	\$ 888.00		\$ -	-	\$ -	14.0	\$ 2,394.00	\$ -	\$ -	
4.04	Community Meeting #3	2.0	\$ 480.00	6.0	\$ 1,026.00	6.0	\$ 888.00	2.0	\$ 246.00	-	\$ -	16.0	\$ 2,640.00	\$ -	\$ -	
4.05	Park Priorities Summary	1.0	\$ 240.00	4.0	\$ 684.00	8.0	\$ 1,184.00	-	\$ -	-	\$ -	13.0	\$ 2,108.00	\$ -	\$ -	
4.06	Review Meeting #4	2.0	\$ 480.00	3.0	\$ 513.00	3.0	\$ 444.00		\$ -	-	\$ -	8.0	\$ 1,437.00	\$ -	\$ -	
4.07	City Parks and Recreation Commission Presentation	2.0	\$ 480.00	4.0	\$ 684.00	2.0	\$ 296.00		\$ -	-	\$ -	8.0	\$ 1,460.00	\$ -	\$ -	
4.08	County Parks and Rec Commission Presentation	2.0	\$ 480.00	4.0	\$ 684.00	2.0	\$ 296.00		\$ -	-	\$ -	8.0	\$ 1,460.00	\$ -	\$ -	
4.09	County Board Presentation	2.0	\$ 480.00	4.0	\$ 684.00	2.0	\$ 296.00		\$ -	-	\$ -	8.0	\$ 1,460.00	\$ -	\$ -	
4.10	City Council Presentation	2.0	\$ 480.00	4.0	\$ 684.00	2.0	\$ 296.00		\$ -	-	\$ -	8.0	\$ 1,460.00	\$ -	\$ -	
	SUBTOTAL 4.0	20.0	\$ 4,800.00	57.0	\$ 9,747.00	53.0	\$ 7,844.00	5.0	\$ 615.00	-	\$ -	135.0	\$ 23,006.00	\$ -	\$ -	
Subconsultant Administration														10%	\$ -	\$ -

5.0	Park Assessment Report														
5.01	Draft Improvements Ranking	4.0	\$ 960.00	8.0	\$ 1,368.00	12.0	\$ 1,776.00		\$ -	-	\$ -	24.0	\$ 4,104.00	\$ -	\$ -
5.02	Review Meeting #5	2.0	\$ 480.00	3.0	\$ 513.00	3.0	\$ 444.00		\$ -	-	\$ -	8.0	\$ 1,437.00	\$ -	\$ -
5.03	Draft Report	10.0	\$ 2,400.00	30.0	\$ 5,130.00	64.0	\$ 9,472.00	3.0	\$ 369.00	-	\$ -	107.0	\$ 17,371.00	\$ 7,940.00	\$ 4,000.00
5.04	Report Refinement	10.0	\$ 2,400.00	18.0	\$ 3,078.00	36.0	\$ 5,328.00	2.0	\$ 246.00	-	\$ -	66.0	\$ 11,052.00	\$ -	\$ -
5.05	Final Report	2.0	\$ 480.00	8.0	\$ 1,368.00	8.0	\$ 1,184.00		\$ -	-	\$ -	18.0	\$ 3,032.00	\$ -	\$ -
	SUBTOTAL 5.0	28.0	\$ 6,720.00	67.0	\$ 11,457.00	123.0	\$ 18,204.00	5.0	\$ 615.00	-	\$ -	223.0	\$ 36,996.00	\$ 7,940.00	\$ 4,000.00
	Subconsultant Administration											10%	\$ 794.00	\$ 400.00	\$ 400.00

		hrs	CALLA	DTA	BKF
1.0	Background and Approach	18.00	\$ 3,375.00	\$ -	\$ -
2.0	Data Review	242.00	\$ 38,480.00	\$ 1,425.00	\$ 2,000.00
3.0	Data Collection	289.00	\$ 46,670.00	\$ 13,290.00	\$ 8,500.00
4.0	Input Meetings and Presentations	135.00	\$ 23,006.00	\$ -	\$ -
5.0	Park Assessment Report	223.00	\$ 36,996.00	\$ 7,940.00	\$ 4,000.00
	Sub Reimbursables & Mark Up			\$ 2,265.50	\$ 1,450.00
	Reimbursables (allowance)		\$ 9,840.88		
TOTAL COMPENSATION		907.00	\$ 158,367.88	\$ 24,920.50	\$ 15,950.00

# HOURLY RATES



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

Recreate  
Educate  
Live+Work  
Connect  
Sustain

## Standard Schedule of Compensation 2023 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	\$240 /hour
Senior Associate	\$218 /hour
Associate	\$208 /hour
Arborist/Construction Manager	\$183 /hour
Senior Project Manager	\$188 /hour
Project Manager 1	\$180 /hour
Project Manager 2	\$171 /hour
Job Captain	\$158 /hour
Designer 1	\$148 /hour
Designer 2	\$135 /hour
Assistant Designer	\$120 /hour
Accounting	\$182 /hour
Senior Project Administrator	\$138 /hour
Project Administrator	\$123 /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>	

Communications and Insurance Surcharge	2.5% of total fees
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<u>Subconsultant Administration</u>	10% of Subconsultant Costs
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### 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 95110  
T 408.275.0565

# Standard Billing Rates

## Rate Structure

The following information describes compensation to **Dreiling Terrones Architecture** for basic services rendered on an hourly basis and expenses incurred on behalf of the Client or other authorized parties. These rates will also be utilized in calculating progress toward Compensation Targets and amounts in Fixed Fee contracts.

Effective Date      **1/1/2023**

### Institutional / Public Works

Level	Current Rate
1 Principal	\$250.00 Senior Level Project / Program / Construction: Design, Management, Administration
2 Staff	\$175.00 Project Design, Support, Supervision
3 Support	\$115.00 Project Design, Support, Production

#### Billing Policies

Basic rates are computed as a multiple of average direct labor costs for various staff levels. The current multiplier is 3.2. This multiplier is based on analysis of all overhead costs including non-revenue support staff, physical plant, insurance, benefits and infrastructure.

Rates are also assigned to project tasks based on the level of work being performed. Rates are aligned with the level of the task regardless of the staff level assigned. Senior personnel performing lower level tasks will be billed at lower rates.

Rates are subject to change at periodic intervals due to personnel reviews and salary adjustments.

All applicable staff time in support of projects and programs will be billed to the Client except as described below.

Time will be billed in increments of ½ hour. Periods less than ½ hour will not be billed, however numerous short time periods may be accumulated and billed periodically.

The following items will not be billed to the Client:

- Professional development time incurred by junior level staff attending meetings and presentations for educational purposes.
- Meetings beyond one hour per staff person.
- Incidental travel time.
- Entertainment and recreational dining.

#### Expenses

Reimbursable expenses will include a mark-up of 15% to cover related overhead expenses, including handling which may not be billed as professional time. Reimbursable expenses shall include but not be limited to the following:

- Reproductions, plotting, presentation materials
- Agency fees, testing fees, related expenses.
- Consultant Services not included in Contract Amounts

Reimbursable Expenses will not include the following items:

- Travel expenses, phone charges, fax charges, postage and other non-significant expenses.
- Snacks



# HOURLY RATES

## BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE EFFECTIVE JANUARY 1, 2023

CLASSIFICATION	HOURLY RATE
<b>PROJECT MANAGEMENT</b>	
Principal	\$288.00
Senior Associate Principal	\$268.00
Associate Principal	\$260.00
Senior Project Manager   Senior Technical Manager	\$253.00
Project Manager   Technical Manager	\$247.00
Engineering Manager   Surveying Manager   Planning Manager	\$228.00
<b>TECHNICAL STAFF</b>	
Senior Project Engineer   Senior Project Surveyor   Senior Project Planner	\$212.00
Project Engineer   Project Surveyor   Project Planner	\$186.00
Design Engineer   Staff Surveyor   Staff Planner	\$162.00
BIM Specialist I, II, III	\$162.00 - \$186.00 - \$212.00
Technician I, II, III, IV	\$154.00 - \$164.00 - \$180.00 - \$194.00
Drafter I, II, III, IV	\$121.00 - \$133.00 - \$143.00 - \$159.00
Engineering Assistant   Surveying Assistant   Planning Assistant	\$101.00
<b>FIELD SURVEYING</b>	
Survey Party Chief	\$212.00
Instrument Person	\$182.00
Survey Chainperson	\$136.00
Utility Locator I, II, III, IV	\$110.00 - \$156.00 - \$187.00 - \$213.00
Apprentice I, II, III, IV	\$83.00 - \$112.00 - \$124.00 - \$132.00
<b>CONSTRUCTION ADMINISTRATION</b>	
Senior Consultant	\$277.00
Senior Construction Administrator	\$241.00
Resident Engineer	\$179.00
Field Engineer I, II, III	\$162.00 - \$186.00 - \$212.00
<b>FUNDING &amp; GRANT MANAGEMENT</b>	
Director of Funding Strategies	\$198.00
Funding Strategies Manager	\$181.00
Funding/Research Analyst I, II, III, IV	\$124.00 - \$144.00 - \$153.00 - \$168.00
<b>PROJECT ADMINISTRATION</b>	
Project Coordinator	\$135.00
Senior Project Assistant	\$117.00
Project Assistant	\$103.00
Clerical   Administrative Assistant	\$87.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.