

City of Piedmont  
CITY COUNCIL REPORT

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Date: January 5, 2009

From: Geoffrey L. Grote, City Administrator

Subject: **Blair Park Sports Field Project (cont. from 12/1/08)**

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RECOMMENDATIONS

Hold a public hearing regarding the advisability of using Blair Park for temporary school housing and consider options for placement of portable facilities. If the council decides that such placement may be desirable, take the following actions to expand the current EIR for the Moraga Canyon area.

Approve separate motions for each of the following actions:

1. Approve the attached agreement with Mr. Steven Ellis, accept a donation in the amount of \$165,000 and appropriate that amount to the Geotech Et Al CIP account #127-0432-004-001.
2. Approve the attached contract with BKF Engineers of Pleasanton in the amount of \$17,860 for preparation of a site survey.
3. Authorize the City Administrator to execute a contract with Treadwell & Rollo or another qualified firm in an amount not to exceed \$25,000 for the preparation of a geotechnical and geologic hazard evaluation report
4. Approve the attached contract with ELS Design Group in an amount not to exceed \$124,530 for design of an interim school site at Blair Park with reimburseables not to exceed \$500.
5. Approve the attached contract with LSA Associates Inc. and Benson Lee in an amount not to exceed \$95,000 for the preparation of an Environmental Impact Report for the Coaches Field Synthetic Turf/Field Lighting Project, the Blair Park Sports Field Project and the Interim School Housing Project.
6. Approve a transfer and appropriation of \$10,000 from the Moraga Canyon (Blair Park) Study CIP account (#127-0432-004-000) to the Coaches/Blair EIR CIP account #127-0434-034-000 to pay for the unfunded costs of the above contracts and authorize the City Administrator to negotiate with PUSD for the remaining \$10,000 required for the above contracts.

## BACKGROUND:

On December 1, 2008, the City Council approved the amalgamation of the Coaches Field Synthetic Turf/Lighting and the Blair Park Sports Fields projects for the preparation of an Environmental Impact Report (EIR). The council also appropriated \$70,000 to a new CIP account to fund a contract with LSA for preparation of the amalgamated EIR. I am now recommending that an Interim School Housing Project be added to the EIR studies.

On December 16, the city received the attached proposal from LSA for preparation of an EIR on the Blair Park – Coaches Playfield Projects. The timeline in the proposal makes clear that it will not be possible to complete a full EIR in time to place portables at Blair Park for the academic year 2009-10. Key obstacles include the necessity of preparing geotechnical and other studies prior to the EIR analysis and the statutory deadlines for review and certification of the EIR.

A stakeholders meeting was held on December 19, to discuss options to address the LSA timeline and allow the both the city and school district project to move forward. Attending the meeting were Abe Friedman, June Monach, Ray Gadbois, Connie Hubbard, John Nelson, Andy Ball and his associates, Clarence Mamoyac, Steve Ellis, George Peyton, Mark Delventhal and me. Based on our discussions, I support the following actions:

1. PUSD will provide temporary facilities for Havens students either on school district property or in a vacant Emeryville school site for the 2009-2010 school year.
2. The city will move forward with a full/complete survey and geotechnical study of the Blair Park area because such studies are needed in order to complete an EIR and design of playfields at this site (whether or not the site is also used for temporary portables). The school district will be asked to contribute \$10,000 to the EIR since such costs are of benefit to the district if portable facilities are eventually located there.
3. Over the course of the next 6–8 months, an EIR for a project including the Coaches Playfield Synthetic Turf/Lighting Project, the Blair Park Sports Field Project and Interim School Campus Project (to be later converted to a recreational facility with two playfields) will be undertaken. A private contribution in the amount of \$165,000 by Steve Ellis has been made to cover additional analysis needed for the EIR. Contracts with BKF (surveying), and Clarence Mamoyac-ELS Architects (design) are attached for council consideration. Negotiations are underway with the firm of Treadwell & Rollo for geotechnical services and the council is asked to authorize the City Administrator to finalize a contract with that or another qualified firm in an amount not to exceed \$25,000. The council will need to transfer and appropriate \$10,000 from one CIP account to another to fund the additional work required from LSA – Benson Lee for the remainder of the EIR work.
4. Following the completion of the EIR studies and if approved by the City Council and the School Board, interim school housing construction at Blair Park would begin in the spring of 2010 with student occupancy in the fall of 2010. Wildwood students would occupy the interim campus for the 2010-2011 school year to be followed by the Beach students in 2011-2012.
5. Upon the completion of the PUSD seismic upgrades, the interim campus would be removed and the land would be converted to recreational playfields.

While there may be disagreement on the feasibility or advantages and disadvantages of combining these projects, it is clear that a significant amount of time is needed for a public process. Since a delay in the EIR process would cascade forward and delay portable placement at Blair which in turn would affect construction at Havens School and ultimately affect all district construction, the only rational decision is to move students to a site other than Blair Park for the next school year (09-10).

However, the advantages to the community and the taxpayers of using the Blair Park site in future years achieves a scale of economy on certain costs which would benefit both projects, enhances student safety, and results in a conversion of a much needed temporary facility to a permanent recreational facility for the community, which is also much needed.

By establishing a more reasonable schedule, a full and thorough public and community discussion/process can occur. Proponents can fully promote the benefits and advantages of the proposal from their perspective while the opponents will be given a like opportunity to express their views. It is also important for the residents living in the Moraga canyon area to be able to analyze the proposal, the conclusions of the environmental studies (including responses to all comments/concerns expressed) and have the opportunity to communicate their concerns.

## Moraga Canyon Projects Financial Analysis

<u>Funding Sources</u>	<u>Original Appropriations</u>	<u>Available Balance</u>
Coaches/Blair EIR (CIP #127-0434-034-000)	\$ 70,000	\$ 70,000
Coaches Field Improvement (CIP #127-0434-013-000)	\$ 686,671 (7/1/08 Balance)	\$ 661,756
Moraga Canyon (Blair Park) Study (CIP #127-0432-004-000)	\$ 195,000	\$ 162,751
Moraga Canyon Geotech/Survey/Design (CIP #127-0432-004-001) NEW ACCOUNT	\$ 165,000	\$ 165,000

### Environmental Impact Report

LSA & Benson Lee expanded EIR (1-5-09)	\$ 95,000
Unspent funds from PARCS contribution	<u>(\$ 5,000)</u>
Total Cost	\$90,000
Coaches/Blair EIR (CIP #127-0434-034-000)	\$70,000
Moraga Canyon (Blair Park) Study (#127-0432-004-000)	\$10,000
PUSD Contribution	<u>\$10,000</u>
Total Funding	\$90,000

### Geotech/Survey/Design Studies:

BKF Engineers (detailed survey)	\$ 17,860
Treadwell and Rollo (geotech)	\$ 25,000 (not to exceed)
ELS Phase 1 Architectural Studies	\$125,030 (not to exceed)
Total Cost	\$167,890
Moraga Canyon Geotech/Survey/Design Gift (CIP #127-0432-004-001)	\$165,000
Additional Council Appropriation (if required)	\$ 2,890
Total Funding	\$167,890

AGREEMENT

This Agreement is made between the City of Piedmont, a California municipal corporation, hereinafter referred to as “City,” and **Steven Ellis**, hereinafter referred to as “Donor,” as follows:

RECITALS

Whereas, City will be undertaking a possible construction project to construct new playfields (“Blair Playfields Project”) on the Blair Park Site on Moraga Avenue in Piedmont; and

Whereas, the Piedmont Unified School District (“School District”) is also considering the Blair Park site as a possible temporary location for approximately 24 classroom portable units to be used while earthquake proofing work, including a totally new Havens Elementary School, takes place over a period of approximately three years; and

Whereas, it will be necessary to prepare an Environmental Impact Report (“EIR”) pursuant to the California Environmental Quality Act (“CEQA”) in order to legally proceed with the Blair Playfields, whether or not the project includes temporary classroom portable units; and

Whereas, in order to proceed properly with the EIR, it will be necessary to have accurate survey work (“Survey Work”) carried out, geotechnical investigation and geologic hazard evaluation (“Geotech Work”) performed, and substantial design work in connection with the necessary plans (“Design Work”); and

Whereas, time is of the essence in order to have the EIR completed in time for the Blair Playfields Project to be constructed; and

Whereas Donor desires to assist in moving the Blair Playfields Project along by contributing funds toward the payment of the Survey Work, the Geotech Work, and a part of the Design Work, as more specifically set forth thereafter.

WITNESSETH:

City and Donor agree as follows:

1. A written proposal for Survey Work at the Blair Playfields Project dated December 15, 2008 from BKF Engineers (“Survey Work Proposal”), a copy of which is attached hereto, marked Exhibit A, and incorporated herein, has been made to City for a total amount of \$17,860.00.
2. A written proposal for a geotechnical investigation and geologic hazard evaluation at the Blair Playfields Project dated December 15, 2008, from Treadwell & Rollo, Inc. (“Geotech Work Proposal”), a copy of which is attached hereto, marked Exhibit B, and incorporated herein, has been made to the City for a total amount of \$22,500.00.

3. ELS Architecture and Urban Design has made a letter proposal dated December 23, 2008 (“Design Work Proposal”), together with the Proposed Fee Schedule, copies of which are attached hereto, marked Exhibit C, and incorporated herein in a total amount of \$124,530.00, relating to the Schematic Design Services for the Blair Playfields Project.
4. Donor agrees to contribute to City the sum of \$165,000.00 to be used for the total amounts due pursuant to the Survey Work Proposal and the Geotech Work Proposal, as well as approximately \$125,000.00 toward the Schematic Design phase of the Design Work Proposal.
5. City will use its best efforts to enter into contracts for the Survey Work Proposal, Geotech Work Proposal and the Design Work Proposal, in order to expedite the work set forth in these three Proposals referred to in Paragraph 4 hereof.
6. City shall set aside the funds received from Donor pursuant to Paragraph 4 hereof in a separate designated account, with such funds to be used only for the purposes set forth in this Agreement.
7. If for any reason the Blair Playfields Project does not proceed to completion as contemplated by this Agreement, City agrees to return any unspent funds from the separate designated account to Donor within 30 days of the date such Project is terminated.
8. This Agreement shall be governed by the laws of the State of California.
9. It is the intent of donor that the funds donated herein are a charitable donation to City, and the only circumstances that any of such funds would be returned to the Donor would be as described in Paragraph 7 herein.

Dated: January 5, 2009

CITY OF PIEDMONT

By \_\_\_\_\_  
Steven Ellis

\_\_\_\_\_  
Abe M. Friedman, Mayor

\_\_\_\_\_  
Geoffrey L. Grote, City Administrator

Attest:

\_\_\_\_\_  
Ann Swift, City Clerk

Approved as to form & legality:

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George S. Peyton, Jr., City Attorney



PP20087123

December 15, 2008

Mr. Geoffrey Grote, City Administrator  
City of Piedmont  
120 Vista Ave.  
Piedmont, Ca. 94611

**RE:** Blair Park Improvements - Surveying Services  
City of Piedmont

Dear Mr. Grote,

We are pleased to submit this fee proposal for surveying services relating to the proposed sports fields and parking lot improvements at Blair Park. In the short term the improved site will also be used as an interim school campus that will require DSA approval. The site is known as Blair Park and extends along the south side of Moraga Avenue between Maxwellton Road and the entrance to Red Rock Road.

Our scope of services shall include the following tasks.

I Site Survey

- A Using California State Plane Coordinates we will perform a field survey of the site which will include establishing ground control using GPS equipment, collecting ground elevation shots sufficient to generate 1 foot contours, location and sizes of all trees (greater than 4 inches in diameter) and a estimate of tree canopy.
- B We will locate all visible utility structures and measure the depths of gravity lines. We have included the services of a utility locator to help locate the underground utility lines.
- C We will include surveying the intersections at Red Rock Road and Maxwellton Avenue for the pedestrian bridge crossings .
- D We will provide an 1"=20' Scale autocad base map for use as a background for the design.
- E The survey can be completed in 12 working days after receipt of authorization to proceed.

We will provide all of the above mentioned survey services for a total price of \$17,860 (incl. Reimbursable expenses) and broken down by tasks per the attached spreadsheet. All of our work will be based on our current schedule of hourly rates which is also attached. Please note that we have included the rates for both 2008 and 2009.



Thank you for the opportunity to submit this proposal package. We look forward to working with you, the design team, and the City on this project.

Very truly yours,  
**BKF ENGINEERS**

A handwritten signature in black ink that reads "John Lamon".

John Lamon, P.E.  
Associate/Project Manager

Attachments: Site Limit Plan  
Fee spreadsheet  
2008-2009 fee schedule.



Red Rock Rd

Moraga Ave

Abbott Way


Nellie Ave

Echo Ln

Maxwelton Rd

900 Moraga Ave, Oakland, CA 94611

Alta Ave

City of Piedmont - Moraga Avenue Piedmont Sports Fields - Topographic Survey  Survey Services   Estimate of Labor Effort  12.10.08		BKF Engineers							Total Hours	Total Fee	
		Civil Engineer and Surveyor									
		Principal	Associate	Project Manager	Surveyor 3	Surveyor 2	Surveyor 1	Survey Crew			Survey Apprentice
Task Description	Staff Unit Cost	\$185	\$162	\$153	\$132	\$116	\$101	\$227	\$53		\$
<b>Task 1 Topographic Survey &amp; Control</b>											
1.1 Data Collection & Control - Field Survey				4					48	52	\$11,508
1.2 Control Prep & Data Reduction - Office Survey				4				40		44	\$4,652
Project Total Labor Hours		0	0	8	0	0	40	48	0	96	16,160
Plotting, Printing, Postage, and Travel											\$50
Utility Locations- Geotech											\$1,650
Project Total Reimbursable Expenses											\$1,700
<b>Total Requested Fee Allowance</b>											<b>\$17,860</b>



**PROFESSIONAL PERSONNEL SERVICE FEES**

JANUARY 1, 2009 - DECEMBER 31, 2009

**PERSONNEL**

**HOURLY RATES**

**ENGINEERING**

Associate	\$167.00
Project Manager	\$158.00 - \$163.00
Engineer IV	\$146.00
Engineer I, II, III	\$104.00 - \$119.00 - \$136.00

**PLANNING**

Planner I, II, III	\$104.00 - \$119.00 - \$135.00
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**SURVEYING**

Project Manager	\$158.00
Surveyor I, II, III, IV	\$104.00 - \$119.00 - \$136.00 - \$146.00
Survey Party Chief	\$131.00
Survey Chainman	\$103.00
Apprentice I, II, III, IV	\$54.00 - \$75.00 - \$85.00 - \$96.00

**DESIGN AND DRAFTING**

Technician I, II, III	\$99.00 - \$107.00 - \$116.00
Drafter I, II, III, IV	\$77.00 - \$85.00 - \$94.00 - \$103.00
Student Engineer/Surveyor	\$55.00

**CONSTRUCTION ADMINISTRATION**

Senior Construction Administrator	\$155.00
Resident Engineer	\$113.00
Field Engineer I, II, III	\$104.00 - \$119.00 - \$136.00

**SERVICES AND EXPENSES**

Project Assistant	\$67.00
Clerical/Administrative Assistant	\$57.00

Principals' time on projects is chargeable at \$193.00- \$215.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed 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; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. 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 0.833% per month on past due accounts.

Expert witness/litigation rates are available upon request.



15 December 2008  
Proposal P08-354

Mr. Geoffrey Grote  
City Administrator  
City of Piedmont  
120 Vista Avenue  
Piedmont, California 94611

Subject: Proposal  
Geotechnical Investigation and Geologic Hazard Evaluation  
Piedmont Sports Fields  
Piedmont, California

Dear Mr. Grote:

Treadwell & Rollo, Inc. is pleased to present this proposal to perform a geotechnical investigation and geologic hazard evaluation for the proposed improvements at the Piedmont Sports Fields, in Piedmont, California. Our proposal is based on:

- Preliminary project information received via email on 9 December 2008, and its attachments.
- Site plan for the proposed improvements by ELS Architecture and Urban Design, dated 22 July 2008.
- Review of the geologic feasibility investigation report by Joyce Associates, dated 3 October 2008.
- A site visit.
- Our experience with the requirements of the Division of the State Architect (DSA) for geotechnical investigation for school sites.

## PROJECT DESCRIPTION

The Piedmont Sports Fields, also known as "Blair Park Site" is in the Oakland Hills, east of San Francisco Bay. The project site is bound by Moraga Avenue to the north, a slope covered with trees to the south and west, and scattered residences to the east. The site grades from Elevation 480 feet at the intersection of Moraga Avenue and Maxwellton Road on the east to approximate Elevation of 400 feet at the intersection of Red Rock Road and Moraga Avenue on the west. The 2008 report by Joyce Associates indicates the south edge of the site is underlain by shallow bedrock.

Plans are to temporarily install 24 classroom portable units at the project site and to construct a pedestrian bridge and two surface parking lots. Each portable unit will have plan dimensions of 24 by 40 feet; the total area occupied by portable units will be approximately 24,000 square feet. Cuts on the order of 15 to 40 feet will be required to create a level pad area for the portable units. The parking areas will be constructed at the northwest and northeast sections of the site. After the temporary classroom units are removed, the site will be converted to soccer fields. The pedestrian bridge will span over Moraga Avenue and provide access between Red Rock Road and the new parking lot at the northwest corner of the site.

## ENVIRONMENTAL AND GEOTECHNICAL CONSULTANTS

555 MONTGOMERY STREET, SUITE 1300 SAN FRANCISCO CALIFORNIA 94111 T 415 955 9040 F 415 955 9041 www.treadwellrollo.com

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## **SCOPE OF SERVICES**

The project site is outside the seismic hazard zones defined on the State of California Seismic Hazard Zones Map entitled Oakland East and Part of Las Trampas Ridge Quadrangles, dated 2003. According to DSA's Geologic Hazard Report Requirements Interpretation of Regulations Document (IR A-4)<sup>1</sup>, a geologic hazard report will likely be required because the portable units will be installed at a new site. Furthermore, based on our experience with projects of similar scope, DSA may require a geologic hazard report if the project includes new footings and/or new earth retaining structures. We therefore included preparation of a geologic hazard evaluation in our scope of services.

In accordance with the 2007 California Code of Regulations (CCR) Title 24 California Building Code (CBC) requirements, geologic, earthquake and geotechnical reports for California Public Schools are submitted for review to the Division of the State Architect (DSA). The California Geological Survey (CGS) serves under contract to DSA for engineering geology and seismicity review. CGS uses an advising checklist (CGS Note 48<sup>2</sup>) to evaluate the reports.

The geologic hazard evaluation and geotechnical report for the Piedmont Sports Fields Improvements will be performed in conformance with 1) current CCR Title 24, 2007 CBC requirements, 2) DSA's Geologic Hazard Report Requirements Interpretation of Regulations Document (IR A-4) and 3) CGS Note 48, which include:

- preparing a minimum of two geologic cross sections
- performing a probabilistic seismic hazard analysis

We will provide our geotechnical/geologic services by performing four tasks. Task 1 will consist of performing a geologic hazard evaluation for the project site. Task 2 will consist of performing a geotechnical investigation for the proposed improvements, including performing laboratory testing. A probabilistic seismic hazard analysis (PSHA) will be performed as Task 3. Task 4 will consist of presenting the results of our investigation, PSHA, and the geologic hazards evaluation in one report.

### **Task 1 – Geologic Hazard Evaluation**

We will review available geologic information for the site and evaluate potential geologic hazards to update the geologic hazard evaluation report by Joyce Associates. This task will include:

- researching and reviewing available publications and reports regarding the geological conditions at the site vicinity
- reviewing available aerial photographs to document the site history, including the identification of historic cut/fill areas
- performing a geological reconnaissance of the site

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<sup>1</sup> California Department of General Services, Division of the State Architect, Geologic Hazard Report Requirements Interpretation of Regulations Document (IR A-4), last revised 11-01-07.

<sup>2</sup> California Geological Survey – Note 48, Checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools, Hospitals, and Essential Services Buildings, October 2007.

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- reviewing the boring logs produced during the geotechnical investigation
- preparing a site geologic map with boring locations
- preparing two geologic cross sections showing our interpretation of subsurface conditions across the site
- including the results of the geological hazard study in the final report signed by a Certified Engineering Geologist

The geologic hazard study will be performed to meet CCR Title 24 and CGS requirements for geological hazards evaluations at school sites.

**Task 2 – Geotechnical Investigation**

We propose to investigate subsurface conditions by drilling a total of 7 borings. The borings will be drilled to depths of 20 to 25 feet or to practical refusal, whichever occur first, as summarized in Table 1. The proposed borings should provide adequate information for the geologic cross sections.

**TABLE 1**  
**Summary of Field Exploration Program**

Proposed Improvements	Proposed Number and depth of Borings
24 Portable Building Units on the future soccer field U-12.	5 borings 20 to 25 feet
2 concrete retaining walls, one on the soccer field U-12 (approximately 15 to 40 feet high) and one on the soccer field U-8 (approximately 3 to 15 feet high).	previous test pits and our proposed 5 borings
A pedestrian bridge connecting Red Rock Road to northwest corner of the site, crossing Moraga Avenue	2 borings to 20 to 25 feet

The borings will be drilled with a truck-mounted drill rig equipped with hollow-stem augers. Prior to the field investigation, we will establish the boring locations, and notify Underground Service Alert (USA). We will also retain a private utility locator to assist us in avoiding buried utilities. We will obtain the drilling permit from the Alameda County Public Works Agency (ACPWA). The borings will be drilled under the direction of our engineer, who will log the soil encountered and obtain samples at appropriate intervals for laboratory testing. The borings will be backfilled with cement grout per the requirements of ACPWA. The soil cuttings generated from the borings will be dispersed on site.

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We will use the results of the subsurface exploration, and laboratory testing to provide information about soil, rock and groundwater conditions at the site and perform engineering analyses. We will present our findings, conclusions, and recommendations in a report including:

- soil, rock and groundwater conditions
- site seismicity and seismic hazards (including liquefaction potential), as appropriate
- appropriate foundation types, including design criteria
- design bearing pressures for the foundations of the proposed improvements
- shoring
- subgrade preparation for slab, exterior concrete flatwork and pavement areas
- site grading and excavation, including criteria for fill quality and compaction
- corrosion evaluation
- construction considerations

During the course of our investigation, we will consult with you and the design team and, upon completion; we will present the results in a written report. This report can be submitted to DSA/CGS for review.

### **Task 3 – Seismic Design Criteria**

The site is less than 10 kilometers from an active fault. Therefore, in accordance with 2007 CBC and our experience with CGS, site-specific response spectra will be required to meet 2007 CBC requirements. The seismic analyses will include:

- Performing a probabilistic seismic hazard analysis (PSHA) and deterministic analysis to develop smooth, site-specific horizontal (two principle directions) and vertical spectra for two levels of earthquake shaking:
  - Maximum Considered Earthquake (MCE), which corresponds to the lesser of 2 percent probability of exceedance in 50 years, or, 150 percent of the median deterministic event (consistent with the definition of MCE presented in 2007 CBC).
  - Design Earthquake (DE), which corresponds to 2/3 of the MCE (consistent with the definition of DE presented in 2007 CBC).
- Providing recommendations per the 2007 California Building Code (CBC) regarding seismic design parameters including site seismicity, site classification, and site factors, as appropriate.

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**FEE AND SCHEDULE**

We propose to perform our services on a time-and-expense basis in accordance with our 2008 Schedule of Charges which is attached. We estimate our fee will be as detailed below:

<b>Task</b>	<b>Estimated Fee</b>
1. Geologic Hazards Evaluation .....	\$4,000
2. Geotechnical Investigation	
2a. Coordination (includes utility clearance and permitting) .....	1,500
2b. Field Investigation (7 borings:@ 20 to 25 feet with truck-mounted rig) .....	5,000
2c. Laboratory Testing .....	1,500
3. Full Response Spectra Analysis .....	4,000
4. Engineering Analyses.....	3,500
5. Report Preparation .....	<u>3,000</u>
<b>TOTAL .....</b>	<b>\$22,500</b>

We will not exceed the estimated fee unless the scope of services changes and we receive your prior authorization. Our estimate is based on the following:

- using a private utility locator to check for utilities near the boring locations
- obtaining a drilling permit from the ACPWA and backfilling borings with cement/bentonite grout
- performing the borings during normal business hours
- being provided with access to boring locations

**SCHEDULE**

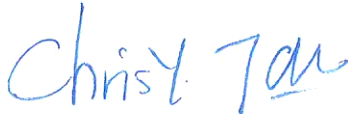
Our services can start immediately upon receiving your authorization. We expect the process of scheduling the drill rig, obtaining an exploration permit and performing the field work will take about two weeks. Laboratory testing will be performed approximately two weeks after drilling is completed. We can issue our geotechnical investigation report in approximately 5 to 6 weeks after the field work is completed.

Our Professional Services Agreement and 2008 Schedule of Charges are attached to this proposal and incorporated herein by reference. When you wish to proceed, please sign in the space indicated and return one signed copy to us at our address presented on the first page of this proposal. Upon your delivery to us of an executed copy of this proposal, this proposal will become a binding contract between us.

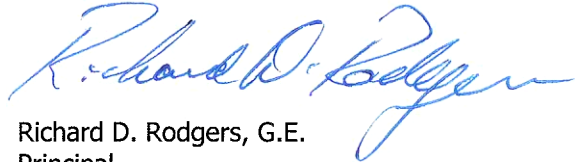
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Thank you for considering us for this project; if you have questions regarding our proposal, please call.

Sincerely yours,  
TREADWELL & ROLLO, INC.



(Chris) Yu Boon Tan, P.E.  
Senior Staff Engineer



Richard D. Rodgers, G.E.  
Principal

P0835401.RDR

Attachment: Treadwell & Rollo, Inc. Services Agreement  
2008 Schedule of Charges

## 2008 Schedule of Charges **TREADWELL & ROLLO, INC.** **Exhibit A**

This Schedule of Charges is incorporated in the Professional Services Agreement of Treadwell & Rollo, Inc. ("T&R") to which it is attached (the "Agreement"). Charges for personnel, outside services, materials and equipment, and T&R equipment shall be as follows.

Personnel Charges – Charges for T&R's personnel shall be at the hourly rates indicated.

<u>Personnel Category</u>	<u>Hourly Rate (\$)</u>	
Document Processing/Production	105	to 115
CAD Technician/Graphics/Senior Editor	115	to 120
GIS Specialist	120	to 135
Engineering/Field Technician	95	to 100
Senior Engineering/Field Technician	110	to 120
Staff Engineer/Scientist	95	to 120
Senior Staff Engineer/Scientist/Technician	110	to 125
Project Engineer/Scientist	115	to 140
Senior Project Engineer/Scientist	125	to 160
Senior Engineer/Scientist	150	to 210
Senior Associate Engineer/Scientist	185	to 215
Principal Engineer/Scientist	240	to 315

T&R may augment in-house personnel with subconsultants. Hourly rates for subconsultants shall not exceed those for equivalent in-house personnel. Charges for personnel engaged in litigation support shall be at the rates shown above, except that a 4-hour per day minimum shall apply to any person being deposed or assisting in any deposition, and an 8-hour per day minimum shall apply to any person appearing in court as an expert witness or consultant. T&R may charge premium rates to cover additional labor cost for work done by (Senior) Engineering/Field Technicians for time worked in excess of an eight-hour workday, or during weekends and holidays.

Outside Services, Materials and Equipment Charges – Charges for services, materials and equipment furnished by firms other than T&R shall be equal to 1.15 times the amounts charged T&R for such services, materials, and equipment. This charge includes T&R costs of (a) insurance on subcontracts relating to this Agreement, (b) administration of billing verification and approval, and (c) processing of payments in connection with such services, goods, and materials.

Equipment Rental – Charges for equipment owned by T&R are as follows:

Automobiles, Vans, and Small Trucks* (*travel time plus time on site)	\$17.50 per hour
Nuclear Moisture-Density Gauge	\$13.00 per hour
Special Computer or Analytical Software Usage	\$30.00 per hour

Rates for other equipment, such as geotechnical field instrumentation equipment, geophysical exploration equipment, water resources and quality equipment, special exploration support vehicles and equipment, seismology equipment, and geology equipment may be obtained upon request.

Revision of Charges – The charges provided for in the foregoing provisions may be revised annually by T&R.

# # #



December 23, 2008

Mr. Geoffrey Grote, City Administrator  
City of Piedmont  
120 Vista Avenue  
Piedmont, CA 94611

VIA Email

SUBJECT: INTERIM SCHOOL SITE IMPROVEMENTS FOR BLAIR PARK  
ELS Project No. 200814  
Architectural Services Proposal

Dear Geoff:

We are pleased to submit our proposal for architectural services for the Piedmont Unified School District (PUSD) Interim School Site Improvements, which will later be converted to the Blair Sports Park, located at Blair Park in Piedmont, California. We understand that both the Interim School and the Blair Sports Park are dependent upon the certification of an Environmental Impact Report (EIR) that is currently underway, as well as the City Council's approval of both interim school and sports park uses for the Blair Park property.

This proposal covers the architectural and engineering services for preparation of permit and construction documents, as well as Construction Administration services necessary to transform Blair Park into a site that will accept portable classrooms. Accordingly, our scope of services includes: site grading, utilities, site retaining walls, pedestrian/vehicle circulation and parking lot(s), and one pedestrian bridge across Moraga Avenue, connecting the Coaches Field site to the Blair Park site.

Our consultant team is as follows:

- BKF, Pleasanton  
*Civil Engineers*
- Simpson Gumpertz & Heger Inc., San Francisco  
*Structural Engineers*
- BWF Engineers, South San Francisco  
*Electrical Engineers*
- Nancy Kent Landscape Architecture, Piedmont  
*Landscape Architects*

We understand that the City of Piedmont, the "City", is contracting directly with BKF to provide a topographic, utilities and boundary survey, and with Treadwell and Rollo to provide geotechnical investigation and engineering, as those services are not included in our proposal. We further understand that the City will provide our team access to their work product.

Based upon our recent meetings with the City, the PUSD, the Piedmont Recreational Facilities Organization (PRFO), Division of the State Architect (DSA), Webcor Builders, and our consultants, we propose the following:

## I. SCOPE OF WORK

The project will be based upon the conceptual Interim School site plan for Blair Park, which was presented at the PUSD Board of Education meeting on December 10, 2009, to temporarily house students in 24 to 26 portable classrooms while Havens, Wildwood, and Beach Elementary Schools are retrofitted or demolished/reconstructed. The architect for PUSD, Murakami/Nelson, will provide DSA pre-approved portable classroom drawings for permit and construction. ELS and its consultants will provide drawings for permit and construction of site improvements and pedestrian bridge access to the site.

## II. BASIC SERVICES

Basic Services include: assisting with documents and information required for the Environmental Impact Report that will be prepared by the City's consultant, LSA; preparation of Schematic Design and Construction Documents; and services during the Permit/ Bidding and Construction Administration phases. Cost estimating and other related pre-construction services will be provided by Webcor Builders. We understand that Webcor will be under contract to either PUSD or the City for this effort.

### Schematic Design Services include:

*Period Beginning December 15, 2008 and Concluding January 28, 2009*

1. Architectural: ELS will provide Schematic Design services as defined by attached Exhibit D and as described below:
  - a. Provide plans, elevations and sections to outline scope of work for the Blair Park site, to receive 24 to 26 portable classrooms, as well as site retaining walls and parking lot(s), site utility infrastructure required for the interim school, and other site improvements.
  - b. Provide plans, elevations, and sections to outline scope of work for the Moraga pedestrian bridge connecting Coaches Field and the Blair Park site.
  - c. Provide three to five renderings (perspective drawings) depicting the proposed site improvements.
  - d. Provide documents and data to Webcor Builders and meet with Webcor, as requested, to assist them in developing project cost estimates.
  - e. Basic Services include attendance at the following Meetings:
    - i. Collaboration meetings with PUSD and City – Meetings will be attended by Clarence Mamuyac at no charge. ELS staff attendance at such meetings is included in our proposed fee.
    - ii. Presentation to PUSD and/or City Council – Presentations will be made by Clarence Mamuyac at no charge.
2. Civil: See attached consultant proposal.
3. Structural: See attached consultant proposal.
4. Mechanical and Plumbing: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.
5. Electrical: See attached consultant proposal.
6. Landscape: See attached consultant proposal.

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Landscape Irrigation: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.

Construction Document Services include:

*Period Beginning January 29, 2009 and Concluding March 16, 2009*

1. Architectural: Based upon approved Schematic Design Documents and an approved Cost Estimate, ELS will provide Construction Documents as defined by attached Exhibit D.
2. Civil: See attached consultant proposal.
3. Structural: See attached consultant proposal.
4. Mechanical and Plumbing: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.
5. Electrical: See attached consultant proposal.
6. Landscape: See attached consultant proposal.
7. Landscape Irrigation: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.
8. Specifications: Preparation of specifications in CSI format.

Permit and Bidding Services include:

1. ELS and consultants to provide stamped and wet-signed drawings and specifications as required by local jurisdictions and governing agencies, including DSA, and to respond to permit review comments.
2. ELS and consultants to respond to bidder questions as requested by the City.
3. ELS and consultants to prepare clarifications and addenda with approval from the City for issuance prior to bid opening date.
4. Basic Services include attendance at the following Meetings:
  - a. Division of the State Architect (Pre-submittal, Submittal, Permit Review Response). Meetings will be attended by Clarence Mamuyac at no charge. ELS staff attendance at such meetings is included in our proposed fee.

Construction Administration Services include:

*Assumes a construction period of 4 months beginning in either June or July 2009*

1. Architectural: ELS will provide Construction Administration Services as defined by attached Exhibit D.
2. Civil: See attached consultant proposal.
3. Structural: See attached consultant proposal.
4. Mechanical and Plumbing: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.
5. Electrical: See attached consultant proposal.
6. Landscape: See attached consultant proposal.
7. Landscape Irrigation: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.

### III. ADDITIONAL SERVICES

Basic Services exclude the following optional services. Should any of the following work be required, fees will be proposed to reflect the added scope of work. In some cases outside consultants will be required.

1. Scope Changes.
2. Fire sprinkler design and engineering.
3. Field investigation beyond a cursory review.
4. Shade Structure for an assembly area.
5. Securing approval from the planning authorities, other than the City of Piedmont and DSA's approval for site improvements related to the development of the interim school.
6. Meetings or trips beyond contract allotment described under Basic Services.
7. Renderings, computer models, video presentations, or presentation models not previously mentioned.
8. Non-conforming conditions, beyond the areas affected by the scope of work, which require upgrade.
9. Signage other than as required by code for the areas affected.
10. Obtaining or paying for permits and fees.
11. Preparation of peer review responses, and incorporation of peer review comments not required by Code.
12. Revising the documents to meet budget, after approval of final cost estimate.
13. Review of CM, Contractor or City proposed product substitutions after award of construction contract.
14. Full-time project representation at the construction site during construction.
15. Work during any schedule extensions not the fault of the Architect, including any extension of the four-month construction period.
16. Record Drawings.

### IV. EXCLUSIONS

1. Asbestos Containing Materials (ACM) survey or abatement.
2. Testing or investigation of existing buildings or conditions, including subgrade elements not identified on the site survey.

## **V. ASSUMPTIONS**

1. This will be a continuous construction project with no project phasing for architectural and engineering work.
2. Project delivery method: Construction Manager (CM) delivery model with Webcor Builders acting as CM.
3. No detailed field investigation of existing conditions is included or has been performed. Should our scope of services be impacted by either the final geotechnical investigation or the final topographic, boundary and utilities survey, which have not been issued to ELS as of the date of the proposal, additional services may be required.
4. The City will provide the construction contract form, and general and supplemental conditions of the construction contract for incorporation into the project manual. ELS and its consultants will provide technical Division 1 General Requirements sections and other pertinent technical sections related to our scope.
5. PUSD's architect, Murakami/Nelson, will be the Architect of Record for the interim school.

## **VI. COMPENSATION (see attached Exhibit A)**

Our proposed fee is \$431,120.00 (Four Hundred and Thirty-One Thousand, One Hundred and Twenty Dollars and Zero Cents), plus reimbursable expenses will be a lump sum fee, by phase, billed monthly based upon the percentage of work completed. This fee was derived from our estimate of the work effort required and from subconsultant proposals and it is not expressed as a percent of construction value. Please see attached Exhibit A for a breakdown of our fee by discipline and design phase.

## **VII. PROJECT TIMELINE (see attached Exhibit B)**

Our proposal is predicated on proceeding to each new phase as described in attached proposed Project Timeline entitled Exhibit B. Delay or extension of any phase beyond the schedule may require additional services.

## **VIII. REIMBURSABLES (see attached Exhibit C)**

Reimbursable expenses will be billed at cost plus 10%. Reimbursables are estimated to total approximately 5% of the total fee. This is for budgeting purposes only, and is not a guaranteed maximum. ELS shall advise the City if this amount approaches depletion so that additional funds may be authorized.

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If this proposal is acceptable, we understand that the City will prepare a contract between the City and ELS for execution.

We look forward to collaborating with you, the City and PUSD on the improvements for Blair Park. Should you have any questions, please do not hesitate to call.

Sincerely,

ELS



Clarence D. Mamuyac, Jr., AIA  
Principal

Attachments:

- Exhibit A: Proposed Schedule of Architectural Fees
- Exhibit B: Proposed Project Timeline
- Exhibit C: ELS Rate and Expense Schedule
- Exhibit D: Definition of Services, Additional Terms and Conditions
- Exhibit E: CAD Agreement
- Exhibit F: Consultant Proposals
  - BKF (Civil Engineering)
  - Simpson Gumpertz and Heger Inc. (Structural Engineering)
  - BWF Engineers (Electrical Engineering)
  - Nancy Kent (Landscape Architecture)

cc: Piedmont Recreational Facilities Organization, Board of Directors  
Steve Schiller, Secretary/Treasurer  
Steve Ellis, Director  
Andy Ball, Director  
Eric Havian, Director

**BLAIR PARK**

	Schematic Design	Construction Documents-DSA	CEQA Assist	CEQA Assist	CEQA Assist DSA Backcheck	Construction* Administration	Construction* Administration	Construction* Administration	Construction* Administration		
	12/15/08 - 1/28/09	1/29/09 - 3/15/09	3/1/09 - 3/31/09	4/1/09 - 4/30/09	5/1/09 - 5/31/09	6/1/09 - 6/30/09	7/1/09 - 7/31/09	8/1/09 - 8/30/09	9/1/09 - 9/30/09		
ELS	Architecture	\$ 69,900.00	\$ 90,000.00	\$ 5,120.00	\$ 5,120.00	\$ 5,120.00	\$ 15,840.00	\$ 15,840.00	\$ 15,840.00	\$ 15,840.00	\$ 238,620.00
SGH	Structural Engineering - Wall	\$ 11,000.00	\$ 12,000.00				\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 27,000.00
SGH	Structural Engineering - Bridge	\$ 20,000.00	\$ 24,000.00				\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 54,000.00
BKF	Civil	\$ 8,000.00	\$ 35,500.00		\$ 9,000.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ 60,000.00
TBD	Specifications		\$ 7,500.00								\$ 7,500.00
NKLA	Landscape	\$ 5,700.00	\$ 9,300.00			\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 17,000.00
BWF	Elect	\$ 10,000.00	\$ 12,500.00			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 26,500.00
		<b>\$ 124,600.00</b>	<b>\$ 190,800.00</b>	<b>\$ 5,120.00</b>	<b>\$ 5,120.00</b>	<b>\$ 14,120.00</b>	<b>\$ 22,715.00</b>	<b>\$ 22,715.00</b>	<b>\$ 22,715.00</b>	<b>\$ 22,715.00</b>	<b>\$ 430,620.00</b>

\* Assumes a four month construction period. Actual start and finish time may vary per Exhibit B - Project Timeline

ELS Component Summary

Design Phase	ELS Staff	Hours/Week		Hourly Rate	ELS Fee/Week		Number of Weeks		ELS Fees	ELS pro bono
Schematic Design	C. Mamuyac	10	@	275	2750 x		4.5 =	\$ 12,375.00		\$ 12,375.00
	C. Curtis, PM	30	@	160	4800 x		3 =	\$ 14,400.00		
	J. Zieba, PD	40	@	160	6400 x		4.5 =	\$ 28,800.00		
	A. Grand, Renderer	30	@	135	4050		2.5 =	\$ 10,125.00		
	S. Key, Jr. Tech	40	@	95	3800 x		4.5 =	\$ 17,100.00		
									\$ 70,425.00	
Construction Documents DSA Submittal	C. Mamuyac	10	@	275	2750 x		6 =	\$ 16,500.00		\$ 16,500.00
	C. Curtis, PM	30	@	160	4800 x		6 =	\$ 28,800.00		
	J. Zieba, PD	40	@	160	6400 x		6 =	\$ 38,400.00		
	S. Key, Jr. Tech	40	@	95	3800 x		6 =	\$ 22,800.00		
									\$ 90,000.00	
CEQA Assistance DSA Backcheck	C. Mamuyac	4	@	275	1100 x		12 =	\$ 13,200.00		\$ 13,200.00
	C. Curtis, PM	8	@	160	1280 x		12 =	\$ 15,360.00		
									\$ 15,360.00	
Bid CA	C. Mamuyac	5	@	275	1375 x		16 =	\$ 22,000.00		\$ 22,000.00
	C. Curtis, PM	20	@	160	3200 x		16 =	\$ 51,200.00		
	S. Key, Jr. Tech	8	@	95	760 x		16 =	\$ 12,160.00		
									\$ 63,360.00	
									<b>\$ 239,145.00</b>	<b>\$ 51,700.00</b>

## CONTRACT

This Contract made **January 5, 2009**, between the CITY OF PIEDMONT, California, a municipal corporation, hereinafter referred to as “City” and **BKF Engineers**, a California corporation, hereinafter referred to as “Independent Contractor.”

1. City is a municipal corporation which needs certain services performed as more specifically set forth hereafter.
2. Independent Contractor agrees to perform these services for City under the terms and conditions set forth in this Contract.

3. Services

The Independent Contractor shall provide surveying services relating to the proposed sports fields and parking lot improvements as more specifically set forth in the letter proposal dated December 15, 2008, to Geoffrey Grote, City Administrator, which is attached hereto, marked Exhibit A, and incorporated herein by reference.

4. Compensation

City will pay Independent Contractor as more specifically set forth on page 1 of such letter dated December 15, 2008, together with the two Schedules attached to that letter entitled Estimate of Labor Effort and Professional Personnel Service Fees, January 1, 2009 – December 31, 2009, which are attached hereto, marked Exhibit A and incorporated herein by reference, not to exceed a maximum of **\$17,860.00**.

5. Term

This agreement shall terminate when all items set forth on page 1 under the heading “Site Survey” of the letter dated December 15, 2008, which is attached hereto and incorporated herein by reference, have been satisfactorily completed, but in no case shall such completion occur later than 90 days after the Notice to Proceed has been given by City.

6. Contractual Relationship

The parties intend that an Independent Contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor or any employees of Independent Contractor are entitled to any of the benefits that City provides for City’s employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities while it is under Contract with City. Independent Contractor

shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Hold Harmless Agreement

Independent Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, actions and causes of action to the extent caused by reason of the performance of this Contract. Independent Contractor shall have the responsibility of defending the City at its sole expense against any claim or legal action whatsoever relating to the liability, negligence, action or inaction of Independent Contractor and City in connection with this Contract and to pay any damages found due in any such claim or legal action; provided that in the event a court of law determines that City is responsible for a specific percentage of such damages and/or attorney's fees and/or costs of defense related thereto, such specific percentage shall not be the responsibility of Independent Contractor. City shall have the option of providing its own separate legal defense at its own expense at anytime, in which case City shall notify Independent Contractor.

8. Disputes

In the event of any disputes or disagreements between the parties relating to this Contract, the parties will make good faith efforts to resolve any such dispute or disagreement by negotiations between the City Administrator and/or his designated representative(s) and a Principal or Vice President of the Independent Contractor and/or his designated representative(s). No legal action will be filed pursuant to Paragraph 13 unless the parties have met at least once pursuant to this Paragraph 8.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this Contract nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be directed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 4670 Willow Road, Suite 250, Pleasanton, CA 94588, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at

the time of personal delivery or three (3) working days after being placed in the United States mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California.

13. Attorney's Fees

In the event of legal action by one party against the other relating to this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as allowed by the Court.

14. Termination

This Contract may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of any such termination, Independent Contractor shall be paid the portion of its fee based the number of hours worked out of total services to be performed pursuant to this Contract by the date of termination. In addition, if City determines to substantially delay or to terminate the Blair Playfields Project, the City Administrator of City may give Independent Contractor short notice to terminate, including immediately, with payment for services performed by Independent Contractor through the date of termination computed on the portion of its fees based on the number of hours worked out of total services to be performed pursuant to this Contract. In addition, in the event of termination actual expenses incurred for plotting, printing, postage, travel and geotech utility locations through the date of termination, not to exceed \$1,700.00 in total, shall be reimbursed by City. In no case shall the total amount paid to Independent Contractor for services performed, cost reimbursement and any other items exceed \$17,860.00.

15. Insurance

Independent Contractor will provide City with documentary evidence that it has in force adequate general liability insurance in an amount of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, professional liability insurance of \$3,000,000.00, and adequate workers compensation insurance, all of which insurance coverage would apply to this Contract, and notice of cancellation of any such insurance policy shall be provided to City no later than 10 days before such cancellation takes place, with Independent Contractor to replace any such insurance with insurance of at least equal coverage prior to the date of cancellation.

16. Time

Time is of the essence of this Agreement

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT

BKF ENGINEERS

By: \_\_\_\_\_  
Abe M. Friedman, Mayor

By: \_\_\_\_\_  
Bill Martin, Vice President

By: \_\_\_\_\_  
Geoffrey L. Grote, City Administrator

Attest:

\_\_\_\_\_  
Ann Swift, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
George S. Peyton, Jr., City Attorney



PP20087123

December 15, 2008

Mr. Geoffrey Grote, City Administrator  
City of Piedmont  
120 Vista Ave.  
Piedmont, Ca. 94611

**RE:** Blair Park Improvements - Surveying Services  
City of Piedmont

Dear Mr. Grote,

We are pleased to submit this fee proposal for surveying services relating to the proposed sports fields and parking lot improvements at Blair Park. In the short term the improved site will also be used as an interim school campus that will require DSA approval. The site is known as Blair Park and extends along the south side of Moraga Avenue between Maxwellton Road and the entrance to Red Rock Road.

Our scope of services shall include the following tasks.

I Site Survey

- A Using California State Plane Coordinates we will perform a field survey of the site which will include establishing ground control using GPS equipment, collecting ground elevation shots sufficient to generate 1 foot contours, location and sizes of all trees (greater than 4 inches in diameter) and a estimate of tree canopy.
- B We will locate all visible utility structures and measure the depths of gravity lines. We have included the services of a utility locator to help locate the underground utility lines.
- C We will include surveying the intersections at Red Rock Road and Maxwellton Avenue for the pedestrian bridge crossings .
- D We will provide an 1"=20' Scale autocad base map for use as a background for the design.
- E The survey can be completed in 12 working days after receipt of authorization to proceed.

We will provide all of the above mentioned survey services for a total price of \$17,860 (incl. Reimbursable expenses) and broken down by tasks per the attached spreadsheet. All of our work will be based on our current schedule of hourly rates which is also attached. Please note that we have included the rates for both 2008 and 2009.



Thank you for the opportunity to submit this proposal package. We look forward to working with you, the design team, and the City on this project.

Very truly yours,  
**BKF ENGINEERS**

A handwritten signature in black ink that reads "John Lamon".

John Lamon, P.E.  
Associate/Project Manager

Attachments: Site Limit Plan  
Fee spreadsheet  
2008-2009 fee schedule.



Red Rock Rd

Moraga Ave

900 Moraga Ave, Oakland, CA 94611

Echo Ln

Maxwelton Rd

Abbott Way

Nellie Ave

Alta Ave

© 2008 Tele Atlas

33


elev 489 ft

Jun 2007

©2008 Google

37°49'48.25" N 122°13'37.46" W

Eye alt 1676 ft

City of Piedmont - Moraga Avenue Piedmont Sports Fields - Topographic Survey  Survey Services   Estimate of Labor Effort  12.10.08		BKF Engineers							Total Hours	Total Fee	
		Civil Engineer and Surveyor									
		Principal	Associate	Project Manager	Surveyor 3	Surveyor 2	Surveyor 1	Survey Crew			Survey Apprentice
Task Description	Staff Unit Cost	\$185	\$162	\$153	\$132	\$116	\$101	\$227	\$53		\$
<b>Task 1 Topographic Survey &amp; Control</b>											
1.1 Data Collection & Control - Field Survey				4					48	52	\$11,508
1.2 Control Prep & Data Reduction - Office Survey				4				40		44	\$4,652
Project Total Labor Hours		0	0	8	0	0	40	48	0	96	16,160
Plotting, Printing, Postage, and Travel											\$50
Utility Locations- Geotech											\$1,650
Project Total Reimbursable Expenses											\$1,700
<b>Total Requested Fee Allowance</b>											<b>\$17,860</b>



**PROFESSIONAL PERSONNEL SERVICE FEES**  
 JANUARY 1, 2009 - DECEMBER 31, 2009

**PERSONNEL**

**HOURLY RATES**

**ENGINEERING**

Associate	\$167.00
Project Manager	\$158.00 - \$163.00
Engineer IV	\$146.00
Engineer I, II, III	\$104.00 - \$119.00 - \$136.00

**PLANNING**

Planner I, II, III	\$104.00 - \$119.00 - \$135.00
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**SURVEYING**

Project Manager	\$158.00
Surveyor I, II, III, IV	\$104.00 - \$119.00 - \$136.00 - \$146.00
Survey Party Chief	\$131.00
Survey Chainman	\$103.00
Apprentice I, II, III, IV	\$54.00 - \$75.00 - \$85.00 - \$96.00

**DESIGN AND DRAFTING**

Technician I, II, III	\$99.00 - \$107.00 - \$116.00
Drafter I, II, III, IV	\$77.00 - \$85.00 - \$94.00 - \$103.00
Student Engineer/Surveyor	\$55.00

**CONSTRUCTION ADMINISTRATION**

Senior Construction Administrator	\$155.00
Resident Engineer	\$113.00
Field Engineer I, II, III	\$104.00 - \$119.00 - \$136.00

**SERVICES AND EXPENSES**

Project Assistant	\$67.00
Clerical/Administrative Assistant	\$57.00

Principals' time on projects is chargeable at \$193.00- \$215.00 per hour.

Charges for outside services, equipment, and facilities not furnished directly by BKF Engineers will be billed 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; special fees, permits, and insurance; transportation on public carriers, meals, and lodging; and consumable materials. 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 0.833% per month on past due accounts.

Expert witness/litigation rates are available upon request.

## CONTRACT

This Contract made **January 5, 2009**, between the CITY OF PIEDMONT, California, a municipal corporation, hereinafter referred to as “City” and **ELS Architecture and Urban Design**, a California corporation, hereinafter referred to as “Independent Contractor.”

1. City is a municipal corporation which needs certain services performed as more specifically set forth hereafter.
2. Independent Contractor agrees to perform these services for City under the terms and conditions set forth in this Contract.

3. Services

The Independent Contractor shall provide professional design services relating to the proposed Blair Park improvements as more specifically set forth on pages 2 and 3 in the Letter Proposal dated December 23, 2008, to Geoffrey Grote, City Administrator, “the Letter Proposal,” under the heading “Schematic Design Services Include:” which letter is attached hereto, marked Exhibit A, and incorporated herein by reference, but such services as covered by this Contract are strictly limited to the Schematic Design Services and to no other services covered in such letter proposal dated December 23, 2008.

4. Compensation

City will pay Independent Contractor a sum not to exceed **\$124,530.00** for such services, together with a maximum additional amount of \$500.00 for reimbursable expenses as referred to in Item VIII on page 5 in the Letter Proposal and in the Rate and Expense Schedule attached to the Letter Proposal.

5. Term

This Contract shall terminate when all items set forth in Paragraph 3 hereof have been satisfactorily completed, but in no case shall such completion occur later than January 31, 2009, unless completion is delayed by circumstances beyond the Independent Contractor’s reasonable control.

6. Contractual Relationship

The parties intend that an Independent Contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor or any employees of Independent Contractor are entitled to any of the benefits that City provides for City’s employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar

services to be performed for other cities, persons or entities while it is under Contract with City. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Hold Harmless Agreement

Independent Contractor agrees to defend, indemnify and hold the City harmless from any and all damages to the extent caused by reason of the Independent Contractor's negligent performance of this Contract. Independent Contractor shall have the responsibility of defending the City at its sole expense against any claim or legal action whatsoever relating to such negligence of Independent Contractor and City in connection with this Contract and to pay any such damages found due in any such claim or legal action; provided that in the event a court of law determines that Independent Contractor is not responsible for a specific percentage of such damages and/or attorney's fees and/or costs of defense related thereto, such specific percentage shall not be the responsibility of Independent Contractor. City shall have the option of providing its own separate legal defense at its own expense at anytime, in which case City shall notify Independent Contractor. If Independent Contractor's professional liability insurance does not provide coverage for the City's defense set forth in this Section 7, Independent Contractor shall reimburse City for City's cost of defense to the extent caused by and arising out of Independent Contractor's negligence.

8. Disputes

In the event of any disputes or disagreements between the parties relating to this Contract, the parties will make good faith efforts to resolve any such dispute or disagreement by negotiations between the City Administrator and/or his designated representative(s) and a Principal or Vice President of the Independent Contractor and/or his designated representative(s). No legal action will be filed pursuant to Paragraph 13 unless the parties have met at least once pursuant to this Paragraph 8.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this Contract nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be directed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 2040 Addison Street,

Berkeley, California 94704, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California.

13. Attorney's Fees

In the event of legal action by one party against the other relating to this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as allowed by the Court.

14. Termination

This Contract may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of any such termination, Independent Contractor shall be paid the portion of its fee based the number of hours worked out of total services to be performed pursuant to this Contract by the date of termination. In addition, if City determines to substantially delay or to terminate the Blair Playfields Project, the City Administrator of City may give Independent Contractor short notice to terminate, including immediately, with payment for services performed by Independent Contractor through the date of termination computed on the portion of its fees based on the number of hours worked out of total services to be performed pursuant to this Contract. In addition, in the event of termination actual expenses incurred for plotting, printing, postage and travel and through the date of termination, not to exceed \$500.00 in total, shall be reimbursed by City. In no case shall the total amount paid to Independent Contractor for services performed, cost reimbursement and any other items exceed \$125,030.00.

15. Insurance

Independent Contractor will provide City with documentary evidence that it has in force adequate general liability insurance in an amount of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, professional liability insurance of \$2,000,000.00, and adequate workers compensation insurance, all of which insurance coverage would apply to this Contract, and notice of cancellation of any such insurance policy shall be provided to City no later than 10 days before such cancellation takes place, with Independent Contractor to replace any such insurance with insurance of at least equal coverage prior to the date of cancellation.

16. Time

Time is of the essence of this Agreement

17. Standard of Care

The standard of care for the Independent Contractor and related services performed or furnished by the Independent Contractor and its Subconsultants under this Agreement will be the care and skill ordinarily used by members of Independent Contractor's profession practicing under similar conditions at the same time and in the same locality, and in connection with projects of similar scope, magnitude and quality as the Project.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

ELS Architecture and Urban Design

By: \_\_\_\_\_  
Abe M. Friedman, Mayor

By: \_\_\_\_\_  
Clarence D. Mamuyac, Jr., AIA,  
Principal

By: \_\_\_\_\_  
Geoffrey L. Grote, City Administrator

Attest:

\_\_\_\_\_  
Ann Swift, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
George S. Peyton, Jr., City Attorney



December 23, 2008

Mr. Geoffrey Grote, City Administrator  
City of Piedmont  
120 Vista Avenue  
Piedmont, CA 94611

VIA Email

SUBJECT: INTERIM SCHOOL SITE IMPROVEMENTS FOR BLAIR PARK  
ELS Project No. 200814  
Architectural Services Proposal

Dear Geoff:

We are pleased to submit our proposal for architectural services for the Piedmont Unified School District (PUSD) Interim School Site Improvements, which will later be converted to the Blair Sports Park, located at Blair Park in Piedmont, California. We understand that both the Interim School and the Blair Sports Park are dependent upon the certification of an Environmental Impact Report (EIR) that is currently underway, as well as the City Council's approval of both interim school and sports park uses for the Blair Park property.

This proposal covers the architectural and engineering services for preparation of permit and construction documents, as well as Construction Administration services necessary to transform Blair Park into a site that will accept portable classrooms. Accordingly, our scope of services includes: site grading, utilities, site retaining walls, pedestrian/vehicle circulation and parking lot(s), and one pedestrian bridge across Moraga Avenue, connecting the Coaches Field site to the Blair Park site.

Our consultant team is as follows:

- BKF, Pleasanton  
*Civil Engineers*
- Simpson Gumpertz & Heger Inc., San Francisco  
*Structural Engineers*
- BWF Engineers, South San Francisco  
*Electrical Engineers*
- Nancy Kent Landscape Architecture, Piedmont  
*Landscape Architects*

We understand that the City of Piedmont, the "City", is contracting directly with BKF to provide a topographic, utilities and boundary survey, and with Treadwell and Rollo to provide geotechnical investigation and engineering, as those services are not included in our proposal. We further understand that the City will provide our team access to their work product.

Based upon our recent meetings with the City, the PUSD, the Piedmont Recreational Facilities Organization (PRFO), Division of the State Architect (DSA), Webcor Builders, and our consultants, we propose the following:

## I. SCOPE OF WORK

The project will be based upon the conceptual Interim School site plan for Blair Park, which was presented at the PUSD Board of Education meeting on December 10, 2009, to temporarily house students in 24 to 26 portable classrooms while Havens, Wildwood, and Beach Elementary Schools are retrofitted or demolished/reconstructed. The architect for PUSD, Murakami/Nelson, will provide DSA pre-approved portable classroom drawings for permit and construction. ELS and its consultants will provide drawings for permit and construction of site improvements and pedestrian bridge access to the site.

## II. BASIC SERVICES

Basic Services include: assisting with documents and information required for the Environmental Impact Report that will be prepared by the City's consultant, LSA; preparation of Schematic Design and Construction Documents; and services during the Permit/ Bidding and Construction Administration phases. Cost estimating and other related pre-construction services will be provided by Webcor Builders. We understand that Webcor will be under contract to either PUSD or the City for this effort.

### Schematic Design Services include:

*Period Beginning December 15, 2008 and Concluding January 28, 2009*

1. Architectural: ELS will provide Schematic Design services as defined by attached Exhibit D and as described below:
  - a. Provide plans, elevations and sections to outline scope of work for the Blair Park site, to receive 24 to 26 portable classrooms, as well as site retaining walls and parking lot(s), site utility infrastructure required for the interim school, and other site improvements.
  - b. Provide plans, elevations, and sections to outline scope of work for the Moraga pedestrian bridge connecting Coaches Field and the Blair Park site.
  - c. Provide three to five renderings (perspective drawings) depicting the proposed site improvements.
  - d. Provide documents and data to Webcor Builders and meet with Webcor, as requested, to assist them in developing project cost estimates.
  - e. Basic Services include attendance at the following Meetings:
    - i. Collaboration meetings with PUSD and City – Meetings will be attended by Clarence Mamuyac at no charge. ELS staff attendance at such meetings is included in our proposed fee.
    - ii. Presentation to PUSD and/or City Council – Presentations will be made by Clarence Mamuyac at no charge.
2. Civil: See attached consultant proposal.
3. Structural: See attached consultant proposal.
4. Mechanical and Plumbing: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.
5. Electrical: See attached consultant proposal.
6. Landscape: See attached consultant proposal.

Landscape Irrigation: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.

Construction Document Services include:

*Period Beginning January 29, 2009 and Concluding March 16, 2009*

1. Architectural: Based upon approved Schematic Design Documents and an approved Cost Estimate, ELS will provide Construction Documents as defined by attached Exhibit D.
2. Civil: See attached consultant proposal.
3. Structural: See attached consultant proposal.
4. Mechanical and Plumbing: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.
5. Electrical: See attached consultant proposal.
6. Landscape: See attached consultant proposal.
7. Landscape Irrigation: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.
8. Specifications: Preparation of specifications in CSI format.

Permit and Bidding Services include:

1. ELS and consultants to provide stamped and wet-signed drawings and specifications as required by local jurisdictions and governing agencies, including DSA, and to respond to permit review comments.
2. ELS and consultants to respond to bidder questions as requested by the City.
3. ELS and consultants to prepare clarifications and addenda with approval from the City for issuance prior to bid opening date.
4. Basic Services include attendance at the following Meetings:
  - a. Division of the State Architect (Pre-submittal, Submittal, Permit Review Response). Meetings will be attended by Clarence Mamuyac at no charge. ELS staff attendance at such meetings is included in our proposed fee.

Construction Administration Services include:

*Assumes a construction period of 4 months beginning in either June or July 2009*

1. Architectural: ELS will provide Construction Administration Services as defined by attached Exhibit D.
2. Civil: See attached consultant proposal.
3. Structural: See attached consultant proposal.
4. Mechanical and Plumbing: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.
5. Electrical: See attached consultant proposal.
6. Landscape: See attached consultant proposal.
7. Landscape Irrigation: No scope anticipated at this time. If needed, consultant proposal will be submitted at a later date.

### **III. ADDITIONAL SERVICES**

Basic Services exclude the following optional services. Should any of the following work be required, fees will be proposed to reflect the added scope of work. In some cases outside consultants will be required.

1. Scope Changes.
2. Fire sprinkler design and engineering.
3. Field investigation beyond a cursory review.
4. Shade Structure for an assembly area.
5. Securing approval from the planning authorities, other than the City of Piedmont and DSA's approval for site improvements related to the development of the interim school.
6. Meetings or trips beyond contract allotment described under Basic Services.
7. Renderings, computer models, video presentations, or presentation models not previously mentioned.
8. Non-conforming conditions, beyond the areas affected by the scope of work, which require upgrade.
9. Signage other than as required by code for the areas affected.
10. Obtaining or paying for permits and fees.
11. Preparation of peer review responses, and incorporation of peer review comments not required by Code.
12. Revising the documents to meet budget, after approval of final cost estimate.
13. Review of CM, Contractor or City proposed product substitutions after award of construction contract.
14. Full-time project representation at the construction site during construction.
15. Work during any schedule extensions not the fault of the Architect, including any extension of the four-month construction period.
16. Record Drawings.

### **IV. EXCLUSIONS**

1. Asbestos Containing Materials (ACM) survey or abatement.
2. Testing or investigation of existing buildings or conditions, including subgrade elements not identified on the site survey.

## **V. ASSUMPTIONS**

1. This will be a continuous construction project with no project phasing for architectural and engineering work.
2. Project delivery method: Construction Manager (CM) delivery model with Webcor Builders acting as CM.
3. No detailed field investigation of existing conditions is included or has been performed. Should our scope of services be impacted by either the final geotechnical investigation or the final topographic, boundary and utilities survey, which have not been issued to ELS as of the date of the proposal, additional services may be required.
4. The City will provide the construction contract form, and general and supplemental conditions of the construction contract for incorporation into the project manual. ELS and its consultants will provide technical Division 1 General Requirements sections and other pertinent technical sections related to our scope.
5. PUSD's architect, Murakami/Nelson, will be the Architect of Record for the interim school.

## **VI. COMPENSATION (see attached Exhibit A)**

Our proposed fee is \$431,120.00 (Four Hundred and Thirty-One Thousand, One Hundred and Twenty Dollars and Zero Cents), plus reimbursable expenses will be a lump sum fee, by phase, billed monthly based upon the percentage of work completed. This fee was derived from our estimate of the work effort required and from subconsultant proposals and it is not expressed as a percent of construction value. Please see attached Exhibit A for a breakdown of our fee by discipline and design phase.

## **VII. PROJECT TIMELINE (see attached Exhibit B)**

Our proposal is predicated on proceeding to each new phase as described in attached proposed Project Timeline entitled Exhibit B. Delay or extension of any phase beyond the schedule may require additional services.

## **VIII. REIMBURSABLES (see attached Exhibit C)**

Reimbursable expenses will be billed at cost plus 10%. Reimbursables are estimated to total approximately 5% of the total fee. This is for budgeting purposes only, and is not a guaranteed maximum. ELS shall advise the City if this amount approaches depletion so that additional funds may be authorized.

If this proposal is acceptable, we understand that the City will prepare a contract between the City and ELS for execution.

We look forward to collaborating with you, the City and PUSD on the improvements for Blair Park. Should you have any questions, please do not hesitate to call.

Sincerely,

ELS



Clarence D. Mamuyac, Jr., AIA  
Principal

Attachments:

- Exhibit A: Proposed Schedule of Architectural Fees
- Exhibit B: Proposed Project Timeline
- Exhibit C: ELS Rate and Expense Schedule
- Exhibit D: Definition of Services, Additional Terms and Conditions
- Exhibit E: CAD Agreement
- Exhibit F: Consultant Proposals
  - BKF (Civil Engineering)
  - Simpson Gumpertz and Heger Inc. (Structural Engineering)
  - BWF Engineers (Electrical Engineering)
  - Nancy Kent (Landscape Architecture)

cc: Piedmont Recreational Facilities Organization, Board of Directors  
Steve Schiller, Secretary/Treasurer  
Steve Ellis, Director  
Andy Ball, Director  
Eric Havian, Director

EXHIBIT A - PROPOSED FEE SCHEDULE

19-Dec-08

**INTERIM SCHOOL IMPROVEMENTS FOR BLAIR PARK**

	Schematic Design	Construction Documents-DSA	CEQA Assist	CEQA Assist	CEQA Assist DSA Backcheck	Construction Administration	Construction Administration	Construction Administration	Construction Administration		Totals
	12/15/08 - 1/14/09	1/15/09 - 2/28/09	3/1/09 - 3/31/09	4/1/09 - 4/30/09	5/1/09 - 5/31/09	6/1/09 - 6/30/09	7/1/09 - 7/31/09	8/1/09 - 8/30/09	9/1/09 - 9/30/09		
ELS <i>Architecture</i>	\$ 69,830.00	\$ 90,570.00	\$ 5,120.00	\$ 5,120.00	\$ 5,120.00	\$ 15,840.00	\$ 15,840.00	\$ 15,840.00	\$ 15,840.00		\$ 239,120.00
SGH <i>Structural Engineering - Wall</i>	\$ 11,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		\$ 27,000.00
SGH <i>Structural Engineering - Bridge</i>	\$ 20,000.00	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		\$ 54,000.00
BKF <i>Civil Engineering</i>	\$ 8,000.00	\$ 35,500.00	\$ -	\$ -	\$ 9,000.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00		\$ 60,000.00
TBD <i>Specifications</i>	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 7,500.00
NKLA <i>Landscape Architecture</i>	\$ 5,700.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00		\$ 17,000.00
BWF <i>Electrical Engineering</i>	\$ 10,000.00	\$ 12,500.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		\$ 26,500.00
	<b>\$ 124,530.00</b>	<b>\$ 191,370.00</b>	<b>\$ 5,120.00</b>	<b>\$ 5,120.00</b>	<b>\$ 14,120.00</b>	<b>\$ 22,715.00</b>	<b>\$ 22,715.00</b>	<b>\$ 22,715.00</b>	<b>\$ 22,715.00</b>		<b>\$ 431,120.00</b>

**ELS Fee and Personnel**

Design Phase	ELS Staff	Hours/Week		Hourly Rate	ELS Fee/Week		Number of Weeks		ELS Fees	ELS pro-bono
Schematic Design	C. Mamuyac	10	@	275	2750	x	4.5	=	\$ 12,375.00	\$ 12,375.00
	C. Curtis, PM	30	@	160	4800	x	3	=	\$ 14,400.00	
	J. Zieba, PD	40	@	160	6400	x	4.45	=	\$ 28,480.00	
	A. Grand, Renderer	40	@	135	5400		2	=	\$ 10,800.00	
	S. Key, Jr. Tech	40	@	95	3800	x	4.25	=	\$ 16,150.00	
									\$ 69,830.00	
Construction Documents DSA Submittal	C. Mamuyac	10	@	275	2750	x	6	=	\$ 16,500.00	\$ 16,500.00
	C. Curtis, PM	30	@	160	4800	x	6	=	\$ 28,800.00	
	J. Zieba, PD	40	@	160	6400	x	6	=	\$ 38,400.00	
	S. Key, Jr. Tech	40	@	95	3800	x	6.15	=	\$ 23,370.00	
									\$ 90,570.00	
CEQA Assistance DSA Backcheck	C. Mamuyac	4	@	275	1100	x	12	=	\$ 13,200.00	\$ 13,200.00
	C. Curtis, PM	8	@	160	1280	x	12	=	\$ 15,360.00	
									\$ 15,360.00	
Bid CA	C. Mamuyac	5	@	275	1375	x	16	=	\$ 22,000.00	\$ 22,000.00
	C. Curtis, PM	20	@	160	3200	x	16	=	\$ 51,200.00	
	S. Key, Jr. Tech	8	@	95	760	x	16	=	\$ 12,160.00	
									\$ 63,360.00	
									\$ 239,120.00	\$ 64,075.00



# ELS

## RATE AND EXPENSE SCHEDULE

### HOURLY BILLING RATES BY CLASSIFICATION:

PRINCIPALS	\$170.00 - 300.00
ASSOCIATE PRINCIPALS	145.00 - 190.00
ASSOCIATES	100.00 - 180.00
PROFESSIONAL STAFF	100.00 - 180.00
TECHNICAL/SUPPORT STAFF	60.00 - 145.00

Rates are subject to revision on January 1, **2010** in accordance with cost of living adjustments. Individual billing rates and/or classifications may change during the year to reflect a change in status and/or merit salary adjustments.

### REIMBURSABLE EXPENSES:

Reimbursable expenses shall be billed at cost times 1.1 and shall include actual expenditures made in the interest of the project, in the following categories:

- 1) Outside consultants
- 2) Expense of transportation and living expenses in connection with out-of-town travel, as authorized by the Client (international flights shall be business class)
- 3) Long distance communications and facsimiles
- 4) Reproduction and photography
- 5) Postage, shipping and delivery
- 6) Fees paid for securing approval of authorities having jurisdiction over the project
- 7) Professional renderings and models as requested by the Client

### MISCELLANEOUS PROVISIONS:

Invoices will be submitted monthly and are due upon receipt. Invoices more than 60 days overdue will be subject to a handling charge of 1.5 percent per month. If the Owner fails to make payment when due, the Architect may, at its option, upon seven days' written notice to the Owner, suspend performance of services.

Architect's services may be terminated by either party upon seven days' written notice. In the event of termination that is not the fault of the Architect, the Architect shall be compensated for services performed and expenses incurred prior to termination.

The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications and other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under the Agreement, except by agreement in writing and with appropriate compensation to the Architect. If the Owner, or others through the Owner, request copies of electronic data files ("CAD Data") prepared by Architect or its Consultants for the Project, the parties agree to execute the Architect's CAD Agreement prior to the transfer of such CAD Data.

Unless otherwise provided, the Architect and Architect's sub-consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

For the purposes of this EXHIBIT D, ELS Architecture and Urban Design, hereinafter will be referred to as “CONSULTANT” and the City of Piedmont hereinafter will be referred to as “City”.

## 1.0 CONSULTANT’S RESPONSIBILITIES

- 1.1 The Consultant’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant shall submit for the City’s approval a schedule for the performance of the Consultant’s services, which may be adjusted as the Project proceeds. This schedule shall include allowances for period of time required for the City’s review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the City shall not, except for reasonable cause, be exceeded by the Consultant or City.

## 2.0 SCHEMATIC DESIGN PHASE

- 2.1 The Consultant shall review the program furnished by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.
- 2.2 The Consultant shall review with the City alternative approaches to design and construction of the Project.
- 2.3 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Consultant shall prepare, for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 2.4 Webcor Builders will provide preliminary construction costs. The Consultant will have responsibility for developing such costs or estimates.

## 3.0 CONSTRUCTION DOCUMENTS/BIDDING PHASE

- 3.1 Based on the approved Schematic Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Consultant shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 3.2 The Consultant shall provide the necessary technical documents and assemble and assist the City with documents provided by the City. City will provide the form of Agreement between the City and Contractor, bidding information, bid forms and conditions.
- 3.3 The Consultant shall advise the City of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- 3.4 The Consultant shall assist the City in connection with the Agency’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 3.5 The Consultant shall assist the City in obtaining bids.

#### 4.0 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 4.1 The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Agency of the final Certificate of Payment or 60 days after the date of Substantial Completion of the Work. Construction Phase work that extends beyond **sixteen (16) weeks** from the award of the Contract for Construction, shall be subject to additional services.
- 4.2 The Consultant shall provide administration of the Contract for Construction as set forth below. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Consultant.
- 4.3 Duties, responsibilities and limitations of authority of the Consultant under this Phase of the work, shall not be restricted, modified or extended without written agreement of the City and Consultant with consent of the Contractor, which consent will not be unreasonably withheld.
- 4.4 The Consultant shall be a representative of and shall advise and consult with the City during the administration of the Contract for Construction. The Consultant shall have the authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written amendment.
- 4.5 Consultant's proposal letter dated December 23, 2008 and attached herewith, includes a maximum of **8** bi-weekly site visits. These visits are for the purpose of becoming generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and program in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- 4.6 The Consultant shall report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 4.7 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

#### 5.0 CERTIFICATES FOR PAYMENT

- 5.1 The Consultant shall assist City or Construction Manager as required, to determine amounts due the Contractor.

- 5.2 The Consultant's review for payment shall constitute a representation to the City, based on the Consultant's evaluations of the Work as provided above, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to competition, and (4) to specific qualifications expressed by the Consultant.
- 5.3 The review of payment amount shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Agency to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contract has used money previously paid on account of the Contract Sum.
- 5.4 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 5.5 The Consultant shall review or take other appropriate action upon the Contractor's submittals, such as Show Drawings, product Data and Samples, reviewed by the Consultant, but only for the limited purpose of checking for the visual design concept expressed in the Contract Documents. The Consultant's action shall be taken with reasonable promptness as to cause no delay in the Work or in the activities of the City, Contractor or separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequence or procedures. The Consultant's review of a specific item shall not indicate approval of an assembly of which the item is a component.
- 5.6 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to reply upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professions.

4

- 5.7 As additional service if approved in advance and in writing by the City, the Consultant shall prepare Change Orders & Construction Change Directives with supporting documentation and data if deemed necessary by the Consultant, for the City's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- 5.8 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall review a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

## 6.0 ADDITIONAL SERVICES

- 6.1 The services described in this Section 6 are not included in Basic Services and they shall be paid for by the City as provided in this Agreement, in addition to the compensation set forth in Consultant's **proposal letter dated December 23, 2008**. The services described under this section shall only be provided if authorized or confirmed in writing by the City.
- 6.2 If more extensive representation at the site than is described above is required, such additional project representation shall be provided, including services required due to delays in construction not due to the fault of Consultant.
- 6.3 Providing services in connection with the work of a construction manager or separate consultants retained by City.
- 6.4 Making revisions in drawings, specifications or other documents when such revisions are:
  - 6.4.1 inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's program or Project budget;
  - 6.4.2 required by the enactment or revision of codes, law or regulations subsequent to the preparation of such document; or
  - 6.4.3 due to changes required as a result of the City's failure to render decisions in a timely manner.
  - 6.4.4 Due to Contactor's recommendations to vary from Contract Documents or Contractor's proceeding with work inconsistent with Contract Documents.
- 6.5 Providing services required because of significant changes in the Project including, but not limited to size, quality, complexity, the City's schedule or the method of bidding or negotiating and contracting for construction.
- 6.6 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders.

- 6.7 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specification and other documentation resulting therefrom.

## 7.0 CITY'S RESPONSIBILITIES

- 7.1 The City shall furnish surveys to describe physical characteristics, legal imitations and utility locations for the site of the Project, a written legal description of site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, right-of-way restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site locations, dimensions and necessary data with respect to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 7.2 The City shall furnish the services of geotechnical engineers when such services are requested by the Consultant. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.
- 7.3 The City shall furnish the services of consultants other than those designated in the Consultant's proposal letter dated December 23, 2008, when such services are requested by the Consultant and are reasonably required by the scope of the project.
- 7.4 The City shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 7.5 The City shall furnish the services of consultants other than those designated in ELS' **December 23, 2008** proposal letter when such services are requested by the Consultant and are reasonably required by the scope of the project.
- 7.6 The City shall furnish structural, mechanical and chemical tests; tests for air and water pollution; tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents, and the Consultant shall be entitled to reply upon the accuracy and completeness thereof.
- 7.7 The City shall provide prompt written notice to the Consultant if the City becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Consultant's Instruments of Service.
- 7.8 Consultant will incorporate into the work plan and bid documents if necessary, all information provided by City regarding the discovery, analysis and mitigation of hazardous materials. Consultant and Consultant's sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated byphenyl (PCB), lead paint or other toxic substances.

## 8.0 CONSTRUCTION COST

- 8.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the City of all elements of the Project designed or specified by the Consultant.
- 8.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Agency and equipment design, specified, selected or specially provided for by the Consultant, including the cost of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.
- 8.3 Construction Cost does not include the compensation of the Consultant and the Consultant's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the City.

## 9.0 RESPONSIBIITY FOR CONSTRUCTION COST

- 9.1 Evaluation of the City's project budget, and any estimates of Construction Cost by the Consultant, represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the City has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's project budget or from any estimate of Construction Cost or evaluation prepared to agreed to by the Consultant.

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 If the Agency, or others through the Agency, request copies of electronic data files ("CAD Data") prepared by Consultant or its consultants for the Work, the parties agree to execute the Consultant's CAD Agreement which is attached as Exhibit "E" and incorporated by this reference prior to the transfer of such CAD Data.

END OF EXHIBIT D

December 23, 2008

Click here and type the name & address

SUBJECT: Click here to add Project Name  
Click here to add Project Number.  
Click here to add subject

Dear Click here and type owner :

**Click here and type owner** ("Owner") asked ELS ("ELS") to provide Owner with copies of certain CAD data files ("CAD Data") prepared by ELS in connection with the above referenced project ("Project"). ELS agrees to do so pursuant to the following terms:

1. Owner will reimburse ELS any time, costs and expenses in connection with the CAD transfer. Owner acknowledges that the transfer of CAD Data is not a sale; the CAD Data represents instruments of professional service. As instruments of professional service, ELS makes no representations or warranties, expressed or implied, of merchantability or fitness for a particular purpose or with respect to the CAD Data's quality, adequacy, completeness or sufficiency, or any results to be or intended to be achieved as to its use.
2. Owner's use of CAD Data is limited to **(Click here and describe use in Detail)** Owner agrees that CAD Data shall not be used for any other purpose.
3. Owner acknowledges that anomalies and errors can be introduced into CAD Data when it is transferred or used in an incompatible computer environment. Further, data stored on electronic media can deteriorate over time and become corrupted. Owner acknowledges and solely accepts the risks associated with and/or the responsibility for CAD Data including, but not limited to, any damages to hardware, software or computer systems or networks related to any use of the CAD Data. The CAD Data is being furnished "as is". Owner hereby releases and holds ELS harmless from any damages or losses of any kind, including, but not limited to, damages or losses to property or persons, including injuries or death, or economic losses, or any consequential, special, indirect or incidental damages, resulting from the transfer or use, reuse or modification of the CAD Data.
4. Owner is responsible for modifying its computer system to properly use the CAD Data. Owner acknowledges that Project, as built, may vary from the CAD Data transferred to the Owner. Owner and any users of the Data shall verify all dimensions in connection with the Data. ELS does not represent that all of the information contained in the Data is complete or to scale. ELS shall have no duty to modify or update the CAD Data and ELS reserves the right to retain an archival copy of the CAD Data delivered to Owner which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the CAD Data furnished to Owner.
5. To the fullest extent permitted by law, Owner agrees to indemnify, defend and hold ELS and its consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses arising out of the use, reuse or modification of the CAD Data, except where ELS is found to be solely liable as between the parties hereto as well as between any other persons, firms or legal entities for such damages or losses by a court or forum of competent jurisdiction.

6. Owner will not transfer the CAD Data or any copy of the CAD Data in any form to a third party without the prior written consent of ELS. If Owner fails to perform or observe any of the terms of this Agreement, ELS may demand and Owner shall immediately return the CAD Data and any copies thereof.
7. This Agreement shall be governed by California law.
8. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, the prevailing party in such a proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

Signing this letter indicates your agreement to the terms stated above. Unless otherwise explicitly agreed to in writing by both parties, this Agreement shall govern any and all future transfers or use of new data, if any, to Owner by ELS.

Accepted and agreed by  
ELS Architecture and Urban Design

Accepted and agreed by  
(USER)

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Signature

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Signature

---

Name

---

Name

---

Title

---

Title

---

Date

---

Date

## CONTRACT

This Contract made **January 5, 2009**, between the City of Piedmont, California, a municipal Corporation, 120 Vista Avenue, Piedmont, California 94611, referred to as "City" and **LSA ASSOCIATES, INC**, and **BENSON LEE CONSULTING** hereinafter referred to as "Independent Contractors."

1. City is a municipal corporation which needs certain services performed as more specifically set forth hereafter.
2. Independent Contractors agree to perform these services for City under the terms and conditions set forth in this Contract.

3. Services

Independent Contractors shall provide documentation and associated services to meet the requirements of the California Environmental Quality Act (CEQA) for the Piedmont Fields-Interim Blair Park Campus as more specifically set forth in the Environmental Impact Report Scope of Services Proposal ("the Proposal") dated December 16, 2008, which is attached hereto and incorporated herein by reference.

4. Compensation

City will pay Independent Contractors an amount not to exceed **\$95,000.00** for the work set forth in the Proposal dated December 16, 2008, which is attached hereto and incorporated herein by reference.

5. Term

The term of this Contract shall be until the completion of the items set forth in the Proposal dated December 16, 2008, which is attached hereto and incorporated herein by reference.

6. Contractual Relationship

The parties intend that an Independent Contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractors. Independent Contractors are not to be considered agents or employees of City for any purposes, and neither Independent Contractors nor any employees of Independent Contractors are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractors exclusively. It is further understood that Independent Contractors are free to contract for similar services to be performed for other cities, persons or entities while they are under Contract with City. Independent Contractors shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services they perform for City.

7. Hold Harmless Agreement

Independent Contractors agree to defend, indemnify and hold the City harmless from any and all damages to the extent caused by reason of the Independent Contractors' negligent performance of this Contract. Independent Contractors shall have the responsibility of defending the City at their sole expense against any claim or legal action whatsoever relating to such negligence of Independent Contractors and City in connection with this Contract and to pay any such damages found due in any such claim or legal action; provided that in the event a court of law determines that Independent Contractors are not responsible for specific percentage of such damages and/or attorney's fees and/or costs of defense related thereto, such specific percentage shall not be the responsibility of Independent Contractors. City shall have the option of providing its own separate legal defense at its own expense at anytime, in which case City shall notify Independent Contractors. If Independent Contractors' professional liability insurance does not provide coverage for the City's defense set forth in this Section 7, Independent Contractors shall reimburse City for City's cost of defense to the extent caused by and arising out of Independent Contractors' negligence.

8. Insurance

Independent Contractors shall provide proof of insurance in accordance with Exhibit B, Insurance Requirements for Contractors (or Consultants), which is attached hereto and incorporated herein by reference.

9. Disputes

In the event of any disputes or disagreements between the parties relating to this Contract, the parties will make good faith efforts to resolve any such dispute or disagreement by negotiations between the City Administrator and/or his designated representative(s) and a Principal or Vice President of Independent Contractor and/or their designated representative(s). No legal action will be filed pursuant to Paragraph 14 unless the parties have met at least once pursuant to this Paragraph 9.

10. Assignability

Independent Contractors shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractors' obligations hereunder, without the prior written consent of the City.

11. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

12. Notices

Any notices to be sent pursuant to this Contract shall be directed to City at 120 Vista Avenue, Piedmont, California 94611, to LSA Associates, Inc. at 157 Park Place, Point Richmond, CA 94801, and to Benson Lee, Consulting at 1712 Cedar Street #C, Berkeley

CA 94703, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

13. Governing Law

This Contract shall be governed by the laws of the State of California.

14. Attorney's Fees

In the event of legal action by one party against the other relating to this contract, the prevailing party shall be entitled to reasonable attorney's fees and costs as allowed by the Court.

15. Time

Time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written

CITY OF PIEDMONT:

LSA ASSOCIATES, INC.

By: \_\_\_\_\_  
Abe M. Friedman, Mayor

By: \_\_\_\_\_  
Malcolm Sproul, Asst. Secretary

By: \_\_\_\_\_  
Geoffrey L. Grote, City Administrator

Attest:

BENSON LEE CONSULTING

\_\_\_\_\_  
Ann Swift, City Clerk

By: \_\_\_\_\_  
Benson Lee, Principal

Approved as to form and legality:

\_\_\_\_\_  
George S. Peyton, Jr., City Attorney

**PIEDMONT FIELDS - INTERIM BLAIR PARK  
CAMPUS**

**ENVIRONMENTAL IMPACT REPORT  
SCOPE OF SERVICES**

Submitted to:

**CITY OF PIEDMONT**

Lead Agency  
Geoffrey L. Grote, City Administrator  
Mark Delventhal, Project Manager  
120 Vista Avenue  
Piedmont, CA 94611

**PIEDMONT UNIFIED SCHOOL DISTRICT**

Responsible Agency  
Constance Hubbard, Superintendent  
760 Magnolia Avenue  
Piedmont, CA 94611

Prepared by:

LSA Associates, Inc.  
157 Park Place  
Point Richmond, California 94801  
(510) 236-6810  
LSA Project No. CPI0802

Benson Lee, Consulting  
Berkeley, CA

**LSA**

December 16, 2008

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## APPROACH AND SCOPE OF WORK

This document provides LSA Associates, Inc. (LSA's) and Benson Lee, Consulting's Approach, Scope of Work, Schedule and Fee for the Piedmont Fields – Interim Blair Park Campus Environmental Impact Report (EIR) as required by the California Environmental Quality Act (CEQA). The City of Piedmont (City), in conjunction with the Piedmont Unified School District (PUSD), propose to install lighting and artificial turf at the existing Coaches Field located on the north side of Moraga Avenue at Red Rock Road and develop the neighboring Blair Park site, located across the street from Coaches Field, with portable classrooms and two new youth sports fields. The PUSD has proposed to utilize the Blair Park site for the placement of 24 portable classrooms for a three- to four-year duration, after which time the site will be developed with the two sports fields, parking, and other associated facilities. Specifically, the proposed project would involve:

- Replacement of the existing natural turf at Coaches Field with a synthetic field surface and associated drainage improvements and the installation of eight field lights;
- Construction of a traffic signal and crosswalk connecting the Blair Park and Coaches Field sites;
- Slope excavation and the placement of retaining walls along the southern boundary of the Blair Park site to increase the developable land surface;
- Placement of 24 temporary portable classrooms and associated parking, drop-off, and play facilities on the Blair Park site; and the
- Construction of two multi-purpose youth play fields, one approximately 150 feet by 300 feet and the other 75 feet by 150 feet, and ancillary structures and parking on the Blair Park site after the portable classrooms are removed.

### APPROACH

LSA has been engaged over the past several months in the preparation of an Initial Study for the Blair Park site to explore the potential environmental effects of the two proposed sports fields. As part of this analysis, traffic and geologic feasibility studies were prepared, existing ambient noise levels were obtained in the project vicinity, and non-technical portions of the Initial Study checklist were completed. Benson Lee, of Benson Lee Consulting, recently prepared an Initial Study/Negative Declaration (IS/ND) for the proposed Coaches Field improvements (synthetic turf/field lighting), located across the street from Blair Park, which included a visual impact analysis. A photometric lighting report and turf analysis was provided by the City for the Coaches Field environmental analysis.

At the request of the City, LSA will team with Benson Lee, Consulting to prepare an EIR that assesses the project-level and cumulative environmental effects of both field projects. As described above, the EIR will also study the placement of temporary school housing on the Blair Park site in order to accommodate seismic upgrades at other school facilities in the City.

Not only will the teaming of LSA and Benson Lee, Consulting result in a more efficient use of City funds because of our primary reliance on pre-existing technical studies and knowledge of both sites, but it will provide the City and the PUSD with the best chance of meeting the August 2009 deadline for the placement of the portable classrooms on the Blair Park site.

## **SCOPE OF SERVICES**

This section describes the scope of services, schedule and products for the Piedmont Fields – Interim Blair Park Campus project to be conducted by LSA and Benson Lee, Consulting for the City of Piedmont and the PUSD.

### **Task A: Meetings and Project Management**

Malcolm Sproul will serve as the LSA Principal-in-charge for this project. Kristin Granback, environmental planner, will serve as the LSA Project Manager and primary preparer of LSA’s portion of the environmental analysis. Benson Lee will serve as the Principal-in-charge and project manager for all work prepared by Benson Lee, Consulting.

LSA management staff and Benson Lee will be available to City staff throughout the environmental review process via phone and e-mail to gather information, review progress, and discuss staff comments and offer advice and input on the project. This scope of work includes any necessary site visits, team meetings, and public hearings. The proposed cost estimate includes attendance by Malcolm Sproul, Kristin Granback, and Benson Lee at up to three (3) staff meetings and two (2) public hearings.

LSA management staff will provide input on and monitor the scope, budget, and scheduling of the project with input from Benson Lee as necessary. LSA management staff and Benson Lee, Consulting will be responsible for quality assurance for all work undertaken. They will review all text, tables, and/or graphics before these materials are presented to the City or PUSD as administrative review documents. The preparation of all work products for distribution will be managed by LSA staff. LSA project management tasks include: regular client contact, contract negotiation and contract management, oversight of in-house staff, schedule coordination and updates, and development of work products.

### **Task B: Project Initiation and Notice of Preparation**

The start-up period will involve gathering updated project information from the City and the PUSD, contacting responsible agencies as necessary, refining the project description used in the Initial Study, and preparing the Notice of Preparation (NOP) for public review.

#### **1. Data Gathering and Evaluation**

Detailed project information applicable to all three project components of the environmental analysis will be collected from the City and the PUSD to gain a clear understanding of the available information that will be used as part of the environmental review. To facilitate this effort, LSA and Benson Lee, Consulting (“the Consultants”) will compile and immediately submit a list of information needs to the City and the PUSD. The Consultants will also review, as necessary, all

relevant documentation that has been prepared previously for the Coaches Field and Blair Park Sports Fields projects. The Consultants will contact Responsible or potentially affected agencies to identify issues regarding the proposed project as necessary.

It is critical that any project or technical information requested of the City or PUSD be provided as quickly as possible in order to assist the Consultants in adhering to the time constraints of the project.

## **2. Project Description**

The Consultants will expand the existing Coaches Field and Blair Park project descriptions to include the additional project details provided by the City and PUSD. We will prepare a single project description that includes all of the proposed project elements and describes the purpose, phasing, and physical elements of the project. The project description will include figures showing the location and boundaries of the project. As a part of the project description, the Consultants will incorporate a list of project objectives, to be provided by the City and the PUSD. The Consultants will work closely with the City to ensure that the project description provides a level of detail appropriate for the identified objectives. Note that the provision of more detailed project information upfront will generally allow for more topics to be “screened out” as part of the preparation of the Draft EIR.

The project description will describe the overall approval process for the project and identify discretionary approvals. Relevant agencies and reviewing bodies will be identified. The project description will include a statement briefly describing the purpose of the CEQA documents (e.g., Notice of Preparation/Initial Study, EIR); a list of responsible agencies, permits, and other approvals required to implement the project; and a list of related environmental review and consultation steps required by federal, State or local laws, regulations and policies.

A draft of the project description will be submitted to the City for review and acceptance before we prepare the Notice of Preparation/Initial Study.

## **3. Notice of Preparation/Initial Study**

The Consultants will prepare an Initial Study to solicit comments from the regulatory agencies and the public about the scope of the EIR. The Initial Study will include the project description, the CEQA Environmental Checklist Form, mandatory findings, and a determination that an EIR will be the appropriate level of CEQA documentation for the project. In preparing the checklist, LSA will respond to the checklist questions for the various impact topics and add concise explanatory comments related to each topic using significance criteria previously discussed with the City. Topics that will be addressed in the EIR would be simply designated as such. Preparing the Initial Study will allow the “screening-out” of some environmental topics that do not appear to require detailed analysis in the EIR. The topics of agricultural resources, air quality and global climate change, cultural resources, mineral resources, population and housing, public services, and utilities and service systems will be specifically addressed in the Initial Study.

Based on comments received from City and PUSD staff, the Consultants will make any necessary revisions to the Initial Study for use as an appendix in the EIR. The Consultants will complete a Notice of Preparation (NOP), in accordance with the requirements of CEQA, for distribution to the State Clearinghouse and all other appropriate recipients. A PDF copy of the NOP can also be provided for posting on the City’s and PUSD’s websites.

During the 30-day NOP review period, the Consultants will initiate preparation of Task C (*EIR Setting, Impacts and Mitigation Measures*), below. Following the 30-day comment period, the Consultants will review all comments and recommend any needed changes to the proposed work program to ensure that all submitted concerns are appropriately addressed by the EIR. This scope of work assumes that the EIR analyses will specifically address all comment letters received during the Coaches Field IS/ND public review period.

### **Task C: Setting, Impacts and Mitigation Measures**

The Setting, Impacts, and Mitigation measures for each of the issue areas described below will be incorporated into the EIR. The Consultants will prepare the setting section for each environmental topic, which will describe the current conditions of the project area. Following submittal of a complete project description, the Consultants will conduct an impact analysis for each environmental topic. Each impact analysis will evaluate project-level impacts of the project. Where relevant, impacts will be separately identified in terms of whether they would occur during the *construction* or *operation* periods.

Issues found not to be significant as part of the Initial Study and Public Scoping process will be documented in the CEQA Conclusions chapter of the EIR (see Task F below) and will not be addressed in the Setting, Impacts and Mitigation Measures discussions.

#### **1. Visual Resources**

Benson Lee, Consulting will prepare the visual resources section of the EIR. For the Coaches Field component of the project, the visual analysis previously prepared for the October 2008 Negative Declaration will be converted to an EIR section. Three previously-conducted photosimulations will be included. For the interim campus and Blair Field components, two additional photosimulations will be prepared by Visual Impact Analysis. The photosimulation sites will be determined from discussions with the City to identify representative sensitive locations, particularly with public access, within the viewshed. Access to any private properties will be arranged by the City. A visual analysis will be prepared based on the photosimulations and on-site reconnaissance.

#### **2. Biological Resources**

LSA will prepare the biological resources section of the EIR. The analysis will describe and characterize vegetation types and wildlife habitat, the potential for occurrence of special-status species, and the presence of any sensitive features within the project area. The biological survey of the Blair Park site conducted by LSA in September 2009 indicated that tree removal would be the most significant biological issue to be addressed by the environmental analysis. The southern slope of the site is heavily vegetated and includes native trees and shrubs. The Coaches Field site will be visited by a biologist as necessary to confirm the findings of the IS/ND prepared for the artificial turf and lighting project. LSA will consult the California Natural Diversity Database (CNDDDB) and lists maintained by the California Native Plant Society and U.S. Fish and Wildlife Service to generate a list of potentially-occurring special status species.

The biological resources section will include feasible mitigation measures to mitigate significant impacts, as appropriate. As necessary, the written analysis will be accompanied by maps of existing vegetation types and any other significant biological features.

### 3. Geology and Soils

LSA will prepare the geology and soils section of the EIR to assess compatibility of the proposed uses on the Coaches Field and Blair Park sites. The analysis will focus on the geologic feasibility constraints of the Blair Park site, which will require excavation of the north-facing slope and the placement of retaining walls. This section of the EIR will be based primarily on the Geologic Feasibility Investigation prepared for the Blair Park site in October 2008 by Joyce Associates and subsequent investigations to be completed for the Blair Park site by Treadwell and Rollo. In order to complete the geology and soils section of the EIR, LSA will require the Treadwell and Rollo geohazards study and any engineering or grading plans prepared by other consultants.

The analysis will include a description of:

- Seismicity and seismic-related hazards.
- The potential for landslides and erosion.
- Slope stability and feasibility of the proposed retaining walls.
- Susceptibility of soils to seismically-induced densification and liquefaction.
- Degree to which the project site has expansive soil.

The geology and soils section will include practical mitigation measures to mitigate significant impacts, as appropriate. The written analysis will be accompanied by geology and soils maps as appropriate to illustrate the site conditions.

### 4. Hydrology and Water Quality

LSA will prepare the hydrology and water quality analysis. The scope and fee for this section of the EIR assumes that a hydrologic analysis will be prepared for both the Coaches Field and Blair Park sites and provided to LSA for reference. The hydrologic analysis should provide quantitative and qualitative assessments that directly address the topics listed below. Engineering, grading, and drainage plans will also be required to prepare this section of the EIR. Based on this background material, the analysis will describe and evaluate:

- ***Hydrologic setting of the project site***, including existing surface water quality conditions at the Coaches Field and Blair Park project sites and vicinity and the potential for artificial turf or site design features (e.g., retaining walls) to impact hydrologic and storm drainage conditions and the capacity of the drainage facilities.
- ***Potential degradation of surface water and quantity*** from the introduction of new sources of pollutants (e.g., artificial turf or pesticides, herbicides and fertilizers associated with any planted areas on either site).
- ***Post-construction stormwater runoff volume estimates***, as provided in a hydrologic report provided by the City, and compliance with Provision C.3 of the Alameda County municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit.
- ***Evaluate consistency with existing policies*** from the City of Piedmont General Plan and Municipal Code related to flooding and stormwater management. The regulatory framework for

stormwater quality, including federal, state, and local plans, laws, and regulations, will also be summarized.

Any applicable mitigation measures will be identified to address potential impacts related to hydrology and water quality. Mitigation measures will likely focus on identifying opportunity areas for construction of treatment control Best Management Practices (BMPs) to improve runoff water quality from the project site both during construction and for ongoing use of the sports fields.

## **5. Hazardous Materials**

Benson Lee, Consulting will prepare the Hazardous Materials section of the EIR. The section will focus on the potential effects from the installation of a synthetic field. The existing literature and research will be reviewed along with applicable regulatory requirements. As needed, product manufacturers will be contacted. The results of the review will be summarized in the EIR along with potential impacts and mitigation measures.

## **6. Land Use and Planning Policy**

Benson Lee, Consulting will prepare the Land Use and Planning Policy section of the EIR. The existing land use at Coaches Field and Blair Park will be described along with the applicable General Plan designation and use provisions for each site included in the City Code. Changes in use resulting from the proposed project will be evaluated.

## **7. Noise**

LSA will prepare the technical noise analysis for the EIR that will identify project-related noise impacts on sensitive land uses. The existing noise environment in the vicinity of the project site is primarily influenced by traffic noise along Moraga Avenue as well as by activities at the existing Coaches Field.

As part of the noise setting, applicable State of California and/or City of Piedmont noise and land use compatibility criteria will be identified. Existing sources of noise in the proposed project area, such as traffic, aircraft, and stationary noise (including existing activities on the project site), will be identified. Short-term ambient noise monitoring will be conducted at up to five locations within the vicinity of project site to establish the existing noise environment.

Noise impacts from construction will be analyzed based on project-specific construction information provided to LSA. EPA-recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels ( $L_{max}$ ) and/or hourly equivalent continuous noise levels ( $L_{eq}$ ) and their frequency of occurrence. Analysis requirements will be based on the sensitivity of the project area and any noise standards that are referenced in the City's Draft General Plan, which is currently being updated.

Project-related traffic noise impacts on on-site and off-site sensitive land uses will be assessed. Noise impacts from project specific and cumulative vehicular traffic trips will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Model input data include average daily traffic levels, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future Community Noise Equivalent Level (CNEL) along selected roadway segments, based on the traffic study to be prepared for the EIR, will be provided in a table format to show the distance/contour relationship.

Noise impacts from project specific stationary sources, such as parking areas and recreational activity at the site, will be assessed qualitatively for potential noise impacts on adjacent noise sensitive uses. The proposed project's potential contribution for cumulative noise impacts will be discussed. The project's operational noise impacts, including traffic and stationary noise sources, could contribute to ambient noise impacts at noise sensitive receptors in the project vicinity on a cumulative basis.

Mitigation measures designed to reduce short- and long-term noise to acceptable levels will be identified where necessary. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

## **8. Traffic, Circulation, and Parking**

LSA will utilize the traffic study prepared by the City's traffic consultant to evaluate traffic impacts in the EIR. The Traffic, Circulation, and Parking section of the EIR will describe the existing regional and site-specific transportation setting, incorporate the traffic study, evaluate identified potential impacts in comparison to the CEQA significance criteria approved in Subtask B.4, and incorporate mitigation measures as identified in the traffic study. In preparing this work program and budget, LSA has assumed that the traffic study will contain adequate information and analysis to address potential impacts related to traffic; transit, pedestrian and bicycle circulation; parking; and cumulative impacts.

### **Task D: Alternatives Analysis**

The Consultants will work with City and PUSD staff to identify up to three practical project alternatives, including the mandatory No-project Alternative. Other possible alternatives that could evolve in consultation with City and PUSD staff may include: (1) a revised site layout alternative (e.g., relocated site access, revised site plan, relocation of building elements); (2) a reduced scale alternative; or (3) an alternate site alternative (e.g., Witter Field).

Benson Lee will complete an evaluation of each alternative proposed for the site. The evaluation will include the same elements as included in Task C. Based on this analysis; the Environmentally Superior Alternative will be identified, as required by CEQA. A summary matrix comparing impacts of each of the alternatives to the proposed project will be prepared.

### **Task E: Cumulative and Growth-Inducing Impacts**

Section 15130 of the *CEQA Guidelines* requires that an EIR evaluate potential environmental impacts that are individually limited but cumulatively significant. These impacts can result from the proposed project alone or together with other projects.

The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other projects that are under-construction, approved, or reasonably foreseeable. Cumulative impacts will be summarized by topic and reasonable, feasible options for mitigating or avoiding the project's contribution to any significant cumulative effects will be identified.

The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation, in consultation with City staff.

The potential growth-inducing impacts of the proposed project will also be evaluated. Although growth-inducing impacts are not anticipated, potential impacts will be evaluated to adequately describe the nature of the project in relation to existing and proposed development.

### **Task F: CEQA Conclusions**

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing assessment of several mandatory impact categories including:

- Effects found not to be significant;
- Unavoidable significant environmental impacts; and
- Significant irreversible environmental changes which would be caused by the proposed project, should it be implemented.

### **Task G: Draft Environmental Impact Report**

#### **1. Administrative Draft EIR**

The Consultants will prepare an Administrative Draft EIR that will contain descriptions of existing setting, impacts and mitigation measures. This information, developed in Tasks B through F, will be refined and organized into a First Administrative Draft Focused EIR. The ADEIR is expected to include the following components:

- Cover
- Table of Contents
- List of Figures
- List of Tables
- Executive Summary and Impact and Mitigation Summary Table
  - Introduction and Purpose
  - Project Location
  - Project Description
  - Summary of Significant Effects and Mitigation Measures
  - Areas of Controversy and Issues to be Resolved in the EIR
  - Project Alternatives Considered But Rejected
- Project Description
- Setting, Impacts and Mitigation Measures
- Project Alternatives
- Cumulative and Growth-Inducing Impacts
- CEQA-Required Assessment Conclusions
- List of Persons and Organizations Contacted

- Bibliography
- Technical Appendices (as needed)

Up to five (5) hard copies and one digital version of the Administrative Draft EIR will be submitted to the City and PUSD for review and comment. At the end of the internal review period, the Consultants will discuss comments on the Administrative Draft with the City and the PUSD.

## **2. Screencheck Draft EIR**

The Consultants will amend the Administrative Draft EIR based on a single set of internally reconciled comments received from City and PUSD staff. Based on those comments, LSA will prepare a final Screencheck version of the Draft EIR for final City review before printing. We have allotted time for responding to changes; however, if this task exceeds the cost shown in the budget due to changes in the project description or requests for additional analysis that are not necessary to prepare a legally adequate document, the additional cost could be billed on a time-and-materials basis, or subject to a scope and budget augment.

Two (2) Screencheck Draft EIRs, with all Administrative Draft EIR changes incorporated, will be submitted to the City and PUSD for final review to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

## **3. Public Review Draft EIR**

Up to fifty (50) copies of the Draft Environmental Impact Report will be produced for public distribution and submittal to the City. It is anticipated that electronic copies will be submitted to the State Clearinghouse. The DEIR on the project will be circulated to the public for the legally-required 45-day review period.

One CD will be delivered to the City. This CD will contain digital files of the Draft Environmental Impact Report (in MS Word and PDF format). LSA will distribute copies of the Draft Environmental Impact Report to local and State agencies, the State Clearinghouse, and will transmit the remaining copies to the City for distribution to the Planning Commission, City Council, and residents.

The Consultants will prepare a Notice of Completion (NOC), in accordance with the CEQA Guidelines, coordinate with the City, and be responsible for mailing the NOC to the State Clearinghouse and State agencies. The City and/or PUSD will be responsible for distribution locally and for publishing the notice in the local newspaper or online.

The Consultants will attend a hearing during the public review period (e.g., before the City Planning Commission) to summarize the findings of the Draft EIR and to receive oral public comments on the DEIR. The City and/or PUSD will be responsible for setting the meeting date, time, and location and will be responsible for noticing the public hearing.

## **Task H: Response to Comments/Final EIR Document**

The Consultants will respond to comments on the project following the public review period. Following public review, the Consultants will provide responses to comments on the Draft EIR. We will discuss our approach to the responses to comments with City and PUSD staff following the close of the comment period. The Responses to Comments document is anticipated to be a separate

addendum. Together, the Draft EIR and the Response to Comments document will form the Final EIR for the project.

## **1. Administrative Response to Comments**

The Consultants will formulate responses to comments on the Draft EIR, including written comments received from the public and agencies, as well as verbal comments provided at the public hearing. Included in the Response to Comments Document will be a list of all commentors and any organizations with which they are formally affiliated, copies of all written comments, a paraphrased summary of all relevant verbal comments and the responses to these comments. The Consultants will discuss the best approach to the responses with City staff following the close of the comment period. The budget estimate shows the level of effort assumed for this task. Should an unexpectedly large volume of comments be submitted, LSA would ask that staff process an augment to the budget to cover work beyond the assumed level.

## **2. Response to Comments**

The Consultants will amend the Administrative Response to Comments Document based on a single set of internally reconciled comments received from the City and the PUSD and prepare a Screencheck version for final review by City and PUSD staff. LSA has allotted time for responding to changes; however, if this task were to exceed the cost allotted in the budget, the additional cost would be billed on a time and materials basis.

Upon successful completion and approval of the RTC/Final EIR Document, up to twenty five (25) bound copies will be prepared for public distribution and review. In addition to comments and responses, the Document will include any necessary revisions to the Draft EIR. Up to ten (10) digital copies in MS Word and/or PDF on CD would also be provided to City staff.

## **Task I: Mitigation Monitoring and Reporting Program**

The Consultants will prepare a Mitigation Monitoring and Reporting Program (MMRP) for this project and will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City and PUSD staff. LSA will also work closely with City and PUSD staff to ensure the program is prepared in a format that will be easy for staff to implement and be tailored to the City's zoning and building permit procedures. A checklist will be prepared listing these items and providing a column for verification of compliance. Monitoring will be dovetailed with existing processes of project design, development and review.

The MMRP will be submitted to City and PUSD staff for review with the Administrative Response to Comments Document. The final Mitigation Monitoring and Reporting Program will be included as a chapter in the Response to Comments Document.

This scope and fee assumes that the Consultants will assist the City with the preparation of the Facts, Findings, and Statement of Overriding Considerations documentation for the adopted project, but that the ultimate responsibility for drafting the legal portions of the resolution will be the responsibility of the City and/or the City's CEQA attorney. The Consultants will prepare the Notice of Determination (NOD) as needed.

## SCHEDULE

The preliminary work schedule for the preparation and completion of the EIR for the Coaches Field and Blair Park Fields project *with* the interim Blair Park campus project is shown on the following page. This is an extremely aggressive schedule, and the duration of each task is contingent upon receipt of any requested information of the City or PUSD and completion of reviews of project submittals within the projected timelines. Based on our preliminary schedule, we estimate that the Administrative Draft EIR could be completed during the second half of February 2009. The certification of the final EIR would occur sometime during the second half of July 2009.

If the City and/or PUSD make the decision to eliminate the interim campus component of the project, the Consultants would refine the schedule for the preparation of the Coaches Field and Blair Park Fields EIR in consultation with the City.

## BUDGET

For the Coaches Field and Blair Park Fields project *with* the interim Blair Park campus project component, we estimate that a budget range ranging between **\$85,000** and **\$95,000** will be required for the work described above, including associated expenses. For the Coaches Field and Blair Park Fields project *without* the interim Blair Park campus project component, we estimate that a budget range ranging between **\$75,000** and **\$85,000** will be required for the work described above.

All work will be performed on an hourly basis consistent with LSA's standard rates and provisions (attached). The estimated budget will not be exceeded without prior approval.

**Piedmont Fields - Interim Blair Park Campus EIR -Tentative Schedule**

<b>Milestone</b>	<b>Responsible Party</b>	<b>Weeks to Complete</b>	<b>Cumulative Week</b>	<b>Date</b>
Notice to Proceed	City	--	--	January 1, 2009
<b>Task B: Project Initiation and NOP</b>	LSA/BL/City	2	2	January 15, 2009
<b>Task C: Setting, Impacts and Mitigation Measures</b>	LSA/BL	4	6	February 12, 2009
<b>Tasks D - G: Administrative Draft EIR</b>	LSA/BL	1	7	February 19, 2009
City Staff / PUSD Review of ADEIR	City	1	8	February 26, 2009
Screencheck Draft EIR	LSA/BL	1	9	March 5, 2009
City Staff / PUSD Review of Screencheck Draft EIR	City	0.5	10	March 8, 2009
Publish Public Review Draft EIR	LSA	0.5	10	March 12, 2009
	<i>45 day comment period for Draft EIR</i>	--	6.5	April 26, 2009
	<i>Draft EIR Public Hearing</i>	--	17	<i>TBD**</i>
<b>Tasks H and I: Preparation of Administrative Draft Response to Comments and MMRP</b>	LSA/BL	2	19	June 25, 2009
City Staff / PUSD Review of Admin Draft RTC	City	1	20	July 2, 2009
Distribution of Response to Comments	LSA	1	21	July 9, 2009
Certification of Final EIR	City	1	22	July 16, 2009 – July 31, 2009

**INSURANCE REQUIREMENTS FOR CONSULTANTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees.

*Minimum Scope of Insurance*

*Coverage shall be at least as broad as:*

- 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- 2. Insurance Services Office Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

*Minimum Limits of Insurance*

Contractor shall maintain limits no less than:

- |   |                    |  |
|---|--------------------|--|
| 1. General Liability:<br>(Including operations, products and completed operations.) | <b>\$1,000,000</b> | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability   | <b>\$1,000,000</b> | per accident for bodily injury and property damage.  |
| 3. Employer's Liability:  | <b>\$1,000,000</b> | per accident for bodily injury or disease.   |
| 4. Errors & Omissions Liability:  | <b>\$1,000,000</b> | per occurrence.  |