

CITY OF SAN PABLO
AGREEMENT FOR CONSULTING SERVICES
Project No.0502

THIS AGREEMENT ("**Agreement**"), dated and effective this 1st day of August, 2022 ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and Gates + Associates, a corporation, ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, the City desires to engage a consultant to provide design and engineering services to the City ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated June 1, 2022 and any addenda thereto ("**RFP**"), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant's proposal dated June 30, 2022 and updated July 21, 2022 ("**Proposal**"), attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegatee ("**City Manager**"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **COVID-19 Pandemic.** All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services at: <https://www.coronavirus.cchealth.org/health-orders>. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to provide proof of COVID-19 vaccination, as well as comply with the City's COVID policies on-site.

D. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

E. **Primary Service Provider.** The City has approved of Charles Gardella as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

F. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify

under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) **Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **Ninety Thousand Dollars (\$90,000)** as follows:

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) **Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term.** The term of this Agreement ("**Term**") begins on the Effective Date set forth above, and expires on June 30, 2024. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting**. A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

Subconsultant/Subcontractor Name

Subconsultant/Subcontractor Services

CSW I ST2 Civil Engineers

(6) **Independent Contractor Status**. It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings**. Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting**. Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (8) will survive expiration of the Term or termination of the Agreement.

(10) **Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) **Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) **Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) **Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (12) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.

- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

- 1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
 - b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
 - c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
 - d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
 - e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.

2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.
3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) **Indemnification.** The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents (“**Indemnified Parties**”) from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines,

and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs

shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

- A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.
- B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person

because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“**ADA**”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) Local Subcontracting – Outreach. Consultant shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) Termination.

A. Termination for Convenience. City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (21), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City’s termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) No Third-Party Rights. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) **Breach.** In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) **Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) **Whole Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) **Authority of Parties.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) **Counterparts.** This Agreement may be executed in duplicate counterparts.

(36) **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) **Notices.** Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Casey Case, Principal-in-Charge
1655 N. Main Street STE 365
Walnut Creek, CA 94596

To the City: City Manager, City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) **Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

☐ This Agreement is subject to federal funding. See Exhibit C.
☒ This Agreement is not subject to federal funding.

(39) **Caltrans Funding Requirements (if applicable).** If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

☐ This Agreement is subject to funding by Caltrans. See Exhibit D.
☒ This Agreement is not subject to funding by Caltrans under LAPM

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:

By _____
Teresa L. Stricker, City Attorney

CITY OF SAN PABLO
A Municipal Corporation

By _____
Matt Rodriguez, City Manager

Gates + Associates

By _____
Casey Case, Principal-in-Charge

ATTEST:

By _____
Dorothy Gantt, City Clerk

Dated _____

Attachments: Exhibit A: Request for Proposals, June 1, 2022
 Exhibit B: Consultant's Proposal, June 30, 2022, Updated 07/21/22

Exhibit A



CITY^{OF} SAN PABLO
City of New Directions

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

REQUEST FOR PROPOSALS

Design and Engineering Services for Bush Avenue Pocket Park Project #0502

June 1, 2022

Proposals Due:

June 30, 2022 by 5:00 p.m.

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A. INTRODUCTION

1. About San Pablo

San Pablo is located in West Contra Costa County off Interstate 80, minutes away from the Bay Area cultural centers of Berkeley, Oakland and San Francisco. Interstate 80 is the principal arterial route between the Bay Area and Sacramento. The City of San Pablo is nestled between the cities of Pinole and Richmond and by the neighboring cities of El Cerrito and Hercules. Historically one of the oldest Spanish settlements in the region, San Pablo has become a thriving residential and business community with a population of about 32,000 in an area of approximately two and one-half square miles. Additional information about the City can be obtained from the City of San Pablo website: www.sanpabloca.gov.

2. Purpose for Request for Proposals

The City of San Pablo ("City") invites professional engineering and landscape architect consultant services to submit competitive proposals in response to this Request for Proposals ("RFP"). The City seeks proposals for design and engineering services for the Bush Avenue Pocket Park Project (Project No. 0502), a public works project to develop a vacant lot at 1701 Bush Avenue into a small neighborhood park ("Project"). Professional disciplines expected to be involved with the project include, but are not limited to: civil engineering, land surveying, traffic engineering, electrical engineering, environmental, geotechnical, structural and landscape design. Please see **Consultant Services** (Section B, Item #3) for full description of services required.

B. SCOPE OF WORK

1. Project Description

The project site is at 1701 Bush Avenue and is currently a 0.13 acres vacant lot with no amenities. In the absence of any community benefit, the site has been a magnet for litter, dumping, and general blight. This project will be transforming the vacant lot into a neighborhood pocket park. The City of San Pablo has secured approximately \$500,000 in grant funding and local match for this project. The Bush Avenue Pocket Park has been approved for funding from a State Parks Per Capita allocation and a Caltrans Clean California Local Grant Program.

2. Project Background

The pocket park project site (1701 Bush Avenue) is a vacant lot that the City of San Pablo purchased in 2019 intending to develop into a neighborhood park. Before the City owned the site it was a vacant lot, and prior to the site being a vacant lot it had a single-family home on it. The City purchased the site to increase the public park space in the community and work towards meeting the City's Municipal Code goals of 3 acres of parkland for every 1,000 residents. The site is considered public right-of-way and is zoned open space for a park. The site is on a corner, so it is visible and accessible from Bush Avenue and 17th Street.

The City has developed a concept design (**Attachment 2**) and has submitted funding applications with additional details about the Project (**Attachment 3 and 4**). *Note: This RFP is only for the development of 1701 Bush Ave. into a park, not the litter outreach aspect of the grant.* As part of the funding application the City submitted a CEQA Notice of Exemption on December 18, 2021 (**Attachment 5**).

3. Consultant Services

The Consultant selected shall provide all services to complete the preliminary design/engineering, any necessary environmental memos or updates, final design, preparation of bid documents, and support during the bid advertisement period for the Bush Ave Pocket Park Project.

Specifically, the Consultant selected will be required to complete the following tasks:

- a. Pre-design investigation - conduct pre-design investigations and field analyses including surveying, utility locating, potholing (as needed) and a base map showing utility information.
- b. Green Infrastructure investigation – use the pre-design investigation and field analyses to provide a memo on the practicability and potential implementation of green infrastructure (via Silva Cells or similar undersurface facilities) under the existing sidewalk to capture and treat stormwater from Bush Ave and 17th Street as sizing permits.
- c. Utility coordination – if necessary, coordinate with outside agencies and utility companies to verify locations of existing utilities and submit relocation requests and applications for adjustment as necessary.
- d. Public outreach - conduct two (2) bilingual public outreach meetings to gather public input by providing a report and meeting summary analysis; obtain response approval from the City and prepare responses to public input in a timely manner; and document a summary of the public meeting, comments received, responses to comments, and any modifications to the Project as a result of the public comments.
 - Meeting #1 (design charrette). The Consultant will prepare the site design, procure materials in coordination with the City, and present on the project design to solicit feedback from the community. The Consultant will prepare social media content and other materials to advertise this event (e.g., mailer and/or flyer) and will notify/invite neighboring properties in advance of the event via a mailer and/or flyer. The Consultant will have Spanish-speaking staff available to answer questions at the event. If the meeting is held in person, the City will provide headsets for simultaneous translation.
 - After completion of project design and the construction bid process, the City will host a final “meeting” (meeting #2) and send targeted mailers in order to inform nearby residents and businesses about construction impacts and timeline.

The Consultant will provide materials in Spanish for all public outreach activities. Aside from where noted, the Consultant will pay for all outreach costs.

- e. Preliminary design - prepare and submit for review 65% and 95% design plans, construction details, specification, and engineer's estimates for all project improvements including but not limited to, play structures, asphalt bike loop, shade structures, fitness equipment, seating and basic amenities, ADA improvements, fencing, landscaping improvements and green infrastructure if deemed necessary.
 - i. The plans shall be in accordance with the City's standards and format.
 - ii. The project technical specifications shall completely describe the materials, equipment, and methods to be used in construction. The specifications shall be in accordance with the 2018 State Standard Specifications and will serve as project specific modifications thereto.
 - iii. The detailed engineer's estimate of probable construction cost must identify final pay and specialty items as described in the 2018 State Standard Specifications, and reflects the work to be done as shown on the plans for construction. The engineer's estimate shall be accompanied by two independently performed sets of quantity calculations.
 - iv. The construction details shall identify an appropriate allocation of working days for the construction work.
 - v. The 65% design shall include the sizing and calculations for any potential green infrastructure and any drain improvements.
 - viii. The design shall attain targets sets in the grant agreements.
- f. Preparation of bid documents – shall include the 100% design with signed plans and specifications. Sufficient quality control shall be applied internally to review for “bid-ability” and constructability.
- g. Support during advertisement – to respond to questions on bid documents from bidders and prepare as needed addenda for the project.
- h. Construction support - provide design/engineering support during construction (as requested) to attend construction progress meetings and necessary site visits, provide response to Requests for Information (RFIs) and prepare as-needed re-design for construction.

4. RFP Inquiries

Inquiries on the contents and requirements of the RFP will be accepted in written form only. Inquiries can be e-mail to AmandaB@SanPabloCA.gov. The deadline for inquiries is **3:00 PM Pacific Time on June 16, 2022** after which time no further inquiries will be addressed.

5. Estimated Cost

The City estimates that the Project will cost approximately **Five Hundred Thousand Dollars (\$500,000)** to design and construct. The Project must be designed and constructed within the City's Project budget.

C. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. The City may, acting in its sole discretion, elect to reject any Proposal that it determines to be nonresponsive. It reserves the right, but not the obligation, to waive any immaterial irregularities. Clarity and brevity are preferable to volume, submittals shall be limited to 25 pages, excluding proposal cover, cover letter, table of contents and dividers. Each Proposal must include the following, organized as Sections 1 through 11.

1. Letter of Interest/ Cover Letter

A letter of interest/cover letter must be provided transmitting the firm(s) submittal for consideration. The letter of interest/cover letter must be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the team.

2. Organization Chart/ Personnel

Since the Project may consist of several professional disciplines, submittals must provide an organization or personnel chart to delineate communication, coordination and hierarchical structure of the project team.

3. Firm(s) Statement of Qualifications

Provide the qualifications and experience of the firm(s) proposed for the project in the submittal. This should include information describing the team's experience with:

- a. Landscape architecture, civil engineering services and other relevant services.
- b. Using the most current best practices, standards and guidance in playground design, such as those developed and being developed by the U.A. Consumer [Product Safety Commission's Public Playground Safety Handbook](#), ASTM F 1487-11 and other similar guidelines.
- c. Relevant projects, such as those that with site constraints, green infrastructure, right-of-way constraints, multiple funding sources, and bilingual outreach. Relevant projects should be of similar size, in similar community and ideally be located in the Bay Area.
- d. Adhering to projects of similar type, size and funding requirements and had to meet similar challenging timelines.
- e. Successfully meeting state project requirements, including expense tracking when there are multiple funding sources.
- f. Working collaboratively on an inter-disciplinary team of consultants.

4. Staff Statement of Qualifications or Resumes

Provide the qualifications or resumes of key personnel proposed for the project in the submittal. In this section, identify similar/related projects that key members of the submittal have worked on. *Note: key team members identified in the submittal shall not change in the executed contract unless notified and approved by the City.*

5. Project Management and Staff Availability

Consultant should have one individual who will function as the main coordinator and point of contact for all the other consultants and sub-consultants; he/she will oversee project updates under the direction of City staff. This person will monitor timelines, review and evaluate products, ensure quality control and assist in facilitating meetings. Any substitutes of staff after submittal is received must be provided in writing and approved by the City if the contract is awarded.

6. Project Approach

In four pages or less, describe the Consultant's proposed approach to this project and if relevant the typical approach to projects similar to this one. The approach should identify how the consultant will ensure to meet the required delivery schedule, all grant requirements and be flexible to potential changes in scope (while still meeting the required delivery schedule).

7. Schedule of Work

It would be the responsibility of the consultant to prepare the documentation and submit the required documents to the City for forwarding to all grant agencies within the required timeframes.

The schedule of work must be included in the submittal in order to demonstrate Consultants ability to accomplish all Project deadlines. The schedule of work must include milestones for deliverables of each required aspect. All tasks including deliverables of each sub-consultant must meet set individual deadlines and overall project schedule. Progress meetings with City staff shall be scheduled as needed until the design is completed. These meetings may also be attended by other stakeholders as needed.

8. Cost Proposal

The cost proposal shall include a cost estimate for each work task outlined in the scope of services for this project. Prices quoted shall include key project team member(s) proposed for each task and the number of management, technical, drafting and support personnel hours, cost per hour for each project team member and total cost envisioned for each task. Identify any other costs to be billed to the project including project expenses and sub-consultant fees. Include any proposed mark-up for sub-consultant fees. Proposing Consultants will need to submit certified payroll records, if required. Include a copy of the proposed rate schedules(s) to be used throughout the duration of the project and any adjustments that are predicted to occur during the execution of the project.

9. Method of Payment

The method of payment for this contract will be a Lump Sum agreement with the ability of progress payments. The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

10. References

Provide a short summary (one-page maximum) of at least three projects in progress or completed, with the following information for each:

- a. Reference name, with current contact information

- b. Type of project/development
- c. Client type (clarifying role of private sector client, if any)
- d. Size and scale of geographic area
- e. Current status

11. Consultant Contract Statement

Consultant will include a statement that the firm(s) accepts the terms of the City's Consultant Agreement sample (**Attachment 1**) and/or the submittal will include a list of any proposed modifications to the Agreement by the consultant.

D. PROPOSAL CONDITIONS

1. Local Employment and Contracting Opportunities

a. Employment of Local Residents.

Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

b. Local Subcontracting - Outreach.

Firms shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

2. Questions. Questions regarding this RFP, the Project, or site access may be submitted *in writing only* and directed to Amanda Booth, email: AmandaB@SanPabloCA.gov. Written responses will be provided in addenda to this RFP distributed via Planet Bids. Written questions must be submitted no later than June 16, 2022, 3:00 p.m.

3. General Terms and Conditions

- a. All proposals, whether selected or rejected, shall become the property of the City.
- b. The cost of RFP preparation shall be that of the consulting firm and shall not be paid by the City.
- c. Proposals shall be signed by an authorized employee in order to receive consideration.

- d. City will not be responsible for proposals delivered to a person or location other than that specified herein.
- e. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Professional Services Agreement (Agreement) requirements. A copy of the Agreement and Insurance requirements is included as **Attachment 1** to this RFP. Proposals should include a list of any proposed modifications to the Agreement by the consultant. Award of an agreement is subject to approval by the City Council of the City of San Pablo.
- f. Neither the City of San Pablo, its City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFP process.
- g. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

4. Agreement

The anticipated duration of the agreement will be for approximately 12 months, with the term tentatively to begin August 2022 and end August 2023. Design is expected to be completed by December 2022 with bid and construction assistance through August 2023.

A sample agreement is attached (**Attachment 1**) that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to perform the work will be required to comply with these terms.

E. PROPOSAL PROCEDURE

1. Submission of Proposals

Each Proposer must submit a **sealed envelope** or package containing 3 printed copies and one electronic copy (PDF or comparable) of its Proposal, each copy clearly identified as "Proposal for Design and Engineering Services for Bush Avenue Pocket Park." Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Work Proposal. The electronic copy may be included on a thumb drive in the sealed envelope or package or emailed to: AmandaB@SanPabloCA.gov. The sealed proposal package must be delivered to:

**City of San Pablo
Public Works Department
C/O Amanda Booth
1000 Gateway Ave.
San Pablo, CA 94806**

All Proposals, in both print and electronic format, must be received by the City Clerk's office by June 30, 2022, no later than 5:00 p.m. ("Proposal Deadline").

Proposals may not be modified after the Proposal Deadline.

2. Consultant Selection Process

The first step in the evaluation process will be to determine that each submittal contains all forms and other information required by this RFP. Any submittals missing the required information may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

All proposals will be evaluated by a City of San Pablo Selection Committee. The Selection Committee, made up of key City staff and other parties that may have expertise or experience in the services described herein, will review all submittals deemed complete according to the evaluation criteria and weighting factors below. The Selection Committee will make independent random checks of one or more of the consultant's references. This reference check applies to major sub-consultants as well.

The Selection Committee will establish a shortlist of consultants that are considered to be best qualified to perform the contract work. The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. The Selection Committee will rank the interviewed consultants and recommend a top firm for contract negotiations. Upon acceptance of the cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

3. Evaluation Criteria

Proposals will be evaluated according to each Criteria below. The scores for all the Criteria will be added for each proposal. The proposal with the highest score will be deemed as the best proposal. The total maximum score for any project is 100 points.

	Criteria	Maximum Points
A	Completeness of Response	Pass/Fail
B	Understanding of the Work/Project	25
C	Experience with Similar Work	20
D	Innovation and Advanced Techniques	20
E	Quality and Availability of Staff	15
F	Knowledge of State Grants and Procedures	10
G	Project Delivery & Budget	10
	Total	100

A. Completeness of Response (Pass/Fail)

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda

and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

B. Understanding of the Work/Project (25 points)

Demonstrated understanding of the Project including Project needs, identification of potential issues and overall approach to complete streets design.

C. Experience with Similar Work (20 points)

Experience of the firm(s) with similar projects, including local knowledge, expedited timelines, working with multiple grants and prior experience with park projects

D. Innovation and Advanced Techniques (20 points)

Capability of developing and identification of innovative approaches and solutions to key project issues

E. Quality and Availability of Staff (15 points)

Quality and availability/current workload of proposed staff

F. Knowledge of State Grants & Procedures (10 points)

Experience and familiarity with state grant procedures

G. Project Delivery & Budget (10 points)

Demonstrated technical ability of staff and if relevant, experience of consultant teams working together and fiscal responsibility.

4. Tentative Schedule

Below is a tentative schedule for the selection and procurement process. Dates are subject to change by City staff and/or unforeseen circumstances.

Item	Date
RFP Release Date	<i>June 1, 2022</i>
Last day to submit any questions	<i>June 16, 2022 3:00 p.m.</i>
RFP Proposal submittal Date	<i>June 30, 2022 5:00 p.m.</i>
Panel Review	<i>July 6-7, 2022</i>
Interview period	<i>July 11-13, 2022</i>
Selection and negotiation period	<i>July 18-20, 2022</i>
Contract to be awarded at City Council	<i>August 1, 2022</i>

F. ATTACHMENTS

Attachment 1 – Sample Consultant Agreement

Attachment 2 – Concept Design

Attachment 3 – Caltrans Clean California Local Grant Program Application

Attachment 4 – Caltrans Clean California Local Grant Program Narrative

Attachment 5 – CEQA Submittal

Attachment 1

CITY OF SAN PABLO
AGREEMENT FOR CONSULTING SERVICES
Project No. [REDACTED] / Agreement No. [REDACTED]

THIS AGREEMENT ("**Agreement**"), dated and effective this [REDACTED] day of [REDACTED], 20[REDACTED] ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and [REDACTED], a [REDACTED], ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, the City desires to engage a consultant to provide [REDACTED] services to the City ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated [REDACTED] and any addenda thereto ("**RFP**"), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant's proposal dated [REDACTED] ("**Proposal**"), attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("**City Manager**"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **COVID-19 Pandemic.** All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services at: <https://www.coronavirus.cchealth.org/health-orders>; including but not limited to social distancing requirements: <https://cchealth.org/coronavirus/pdf/2020-0331-Appendix-A-Social-Distancing-Protocol.pdf>. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to provide proof of COVID-19 vaccination, as well as comply with the City's COVID policies on-site.

D. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

E. **Primary Service Provider.** The City has approved of [REDACTED] as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

F. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations

("DIR"). For each payroll record, Consultant and its subconsultants must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) **Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed _____ Dollars <write out amount> (\$ _____) as follows:

<Indicate any special payment arrangement, if applicable, e.g., hourly rates.>

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) **Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term.** The term of this Agreement (“**Term**”) begins on the Effective Date set forth above, and expires on [REDACTED]. If the Term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

(6) **Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City’s objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant’s services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant’s signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide

the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (8) will survive expiration of the Term or termination of the Agreement.

(10) **Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) **Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) **Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) **Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (12) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in

effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.

- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
- 2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.
- 3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) **Indemnification.** The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents (“**Indemnified Parties**”) from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees,

agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence,

recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

- A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

- B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“**ADA**”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) **Local Subcontracting – Outreach.** Consultant shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) **Termination.**

A. **Termination for Convenience.** City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (21), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. **Termination for Cause.** City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City’s termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all

damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. **Immediate Termination.** City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) **Ownership of Materials.** Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) **Amendments.** This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) **Abandonment by Consultant.** In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) **Waiver.** The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) **No Third-Party Rights.** The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in

compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) Controlling Law and Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) Breach. In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) Multiple Copies of Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the

Agreement that shall take precedence should any differences exist among counterparts of the document.

(35) Notices. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant:
Name, Title

Address

To the City: City Manager, City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(36) Federal Funding Requirements (if applicable). If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

[Indicate whether the Agreement is subject to federal funding by marking the appropriate provision below.]

___ This Agreement is subject to federal funding. See Exhibit C.
___ This Agreement is not subject to federal funding.

(37) Caltrans Funding Requirements (if applicable). If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

[Indicate whether the Agreement is subject to reimbursement or funding by Caltrans by marking the appropriate provision below. Be sure to check the **current** LAPM requirements.]

___ This Agreement is subject to funding by Caltrans. See Exhibit D.
___ This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO

A Municipal Corporation

By _____
Teresa L. Stricker, City Attorney

By _____
Matt Rodriguez, City Manager

[NAME OF CONSULTANT]

By _____
Consultant, **[Title]**

ATTEST:

By _____
Dorothy Gantt, City Clerk

Dated _____

Attachments: Exhibit A: Request for Proposals, dated _____
 Exhibit B: Consultant's Proposal, dated _____
 Exhibit C (if applicable): Federal Contract Provisions
 Exhibit D (if applicable): Mandatory Fiscal and Federal Provisions for
 Architectural and Engineering Consultant Contracts Subject to Caltrans
 Funding

N:\RESOURCES\City Forms\Contracts\01 Template Consultant Agreements\AGR Master
Consultant Agreement Template

Exhibit A

<Insert City's Request for Proposals>

Exhibit B

<Insert Consultant's Proposal>

Attachment 2

DECEMBER 15, 2021



parque del árbol

Bush Avenue Pocket Park
SAN PABLO, CA

GWO
GROUNDWORKS Office
www.groundworksoffice.com



17th Street

1701 Bush Avenue

Bush Avenue

Project Context Map



1. Tree Ring Bike Loop
2. Play Mounds
3. "Spring" Playground Pollinators
4. Planting Edges
5. Nature Swings
6. Wood Seating Elements
7. Fitness Zone
8. Shade Sails/Butterfly Shade Sail
9. Location for Trash Bins/ Signage
10. Entry Swing Gate
11. Bike Racks
12. Bottle Filler/Water Fountain Station





parque del árbol



Park Elements



Nature Swings



Play Mounds



Shade Sails



Lady Bug Spring



Bumblebee Spring



Grasshopper Spring



Butterfly Shade Sail



Material Palette



Metal Edging



Cast-In-Place Concrete



Mulch



Asphalt Striping



Rubber Play Surface



Natural Objects

Planting Palette



Brisbane Box



California Pepper Tree



Deer Grass



Ceanothus



Moonshine Yarrow



Seaside Daisy



California Fuschia

Look & Feel



Attachment 4

Attachment A: Project Narrative Template

A.1 PROJECT LOCATION AND DESCRIPTION

Old Town 1701 Bush Ave. Project Site History

The pocket park project site (1701 Bush Avenue) is a vacant lot that the City of San Pablo purchased in 2019 intending to develop into a neighborhood park. However, the City has not had the funds to follow through with this opportunity. Before the City owned the site it was a vacant lot, and prior to the site being a vacant lot it had a single-family home on it. The City purchased the site to increase the public park space in the community and work towards meeting the City's Municipal Code goals of 3 acres of parkland for every 1,000 residents. The site is considered public right-of-way and is zoned open space for a park. The site is on a corner, so it is visible and accessible from Bush Avenue and 17th Street.

Currently, the project site is 0.13 acres and is covered with weeds (many of which are non-native and invasive) and the site has no amenities. In the absence of any community benefit, the site has been a magnet for litter, dumping, and general blight.

Old Town Beautification Campaign History

Litter and illegal dumping have been identified as a major issue of concern for City of San Pablo staff, residents, and elected officials. A [2020 City-wide Community Survey](#) conducted by the City's consultant, Strategy Research Institute, Inc. (SRI, Inc.), found that the number one identified concern for residents is "cleanliness of the City/garbage collection" (SRI Inc. Survey, January 2021). In addition, the City of San Pablo is considered a "Trash Challenged City." Over the 2020 and 2021 calendar years, the City received over 1,570 work orders in the Old Town project area to remove illegal dumping and graffiti, costing the City over \$130,000 (see Attachment N map of illegal dumping and graffiti removal efforts). In addition, the City has a *Long Term Trash Plan (2014)* which evaluates street trash, such as litter. The Old Town project area is in Trash Management Areas (TMA) 2 and 9, with TMA 9 identified as a high trash generation area and TMA 2 a medium trash generation area (see maps in Attachment N). The source of trash for both TMAs has been determined to originate from pedestrians and vehicles. To respond to residents' concerns on litter and illegal dumping, the City developed a Litter and Illegal Dumping Task Force (Task Force) to identify a holistic approach to address the issue. One recommendation from the Task Force is to develop a litter and illegal dumping educational campaign.

A.2 DEMONSTRATED COMMUNITY NEED

Goal 1. Reduce the Amount of Waste and Debris: Describe the types of existing waste and debris, work to be performed to remove it, and who will perform the work.

Infrastructure Project:

The proposed project site is currently a vacant lot that is not utilized by the public and experiences significant illegal dumping. Over the past 2 years, the City has been called to the site over 22 times for illegal dumping and clean-up issues. The site has no trash cans and there are no trash or recycling bins on the adjacent streets. By transforming the site into a neighborhood pocket park it will discourage illegal dumping and allow the community to benefit from the space. The project will also add trash cans to the site so the public can properly dispose of litter. City Maintenance crews will empty the trash cans twice per week. The infrastructure will be completed by a qualified construction crew.

Non-Infrastructure Outreach:

Currently, there is no specific beautification campaign for Old Town or any other area of San Pablo. The City does have multiple programs to provide free waste disposal services for residents (i.e., Dumpster Days, Free Household Hazardous Waste Drop-off, Dump Voucher Program, Curbside

Bulky Item Collection, Extra Curbside Collection, and free mattress recycling). However, the 2020 SRI Survey found that most residents are not aware that these services exist; between 63% and 82% of residents have never used these services (with different usage rates for each service). In addition, 64% of the survey respondents said that they wanted to receive more information about waste services in San Pablo. The survey also informed the City that the most likely source of information for the current waste services in San Pablo was from a “friend or neighbor,” which is why the City would like to pilot the neighborhood champions program described below. The Old Town Beautification Campaign will galvanize residents to volunteer and perform neighborhood cleanup events in order to build pride in their neighborhood and beautify their community.

Goal 2. Beautify and Improve Public Space: Describe the beautification or access improvements to be performed, including enhanced greening measures. Discuss any enhancements to be made, rehabilitation or restoration to be performed, and new installations to be placed.

Infrastructure Project:

The proposed project would beautify 1701 Bush Avenue from a vacant lot to a pocket park. Neighborhood outreach requested a park with nature or natural themes that incorporated free play and structure play items. A preliminary design can be found in Attachment N. There was an emphasis on “active play for all.” Based on feedback from the public, the proposed design elements include:

- A “Tree Ring” Bike Loop- the site will have a bicycling/walking/running loop. The design of this loop will mimic tree rings to invite imaginative play and fit the nature theme of “Parque de Arbol” (Tree Park). The bicycle loop will provide a safe space for kids to learn to ride, as well as a safe place for running, scootering, rolling and more.
- Play Mounds- these free play items allow kids to roll, slide or develop other imaginative ways to use these structures and are accessible to a large age range.
- Shade Sails- shade sails are located above play and seating areas so that this park can be used in the heat of the summer.
- Spring-based “Playground Pollinators”- These are structured play items for young kids that are spring-based to rock back and forth. It is envisioned that these would be in the shape of bugs and other pollinators to keep with the nature theme.
- Swings- The neighborhood specifically requested swings as a play item.
- Fitness Zone- The neighborhood specifically requested fitness items so that adults and older kids could also use the park for recreation and fitness.
- Planting- The edges of the park would be planted with native drought-tolerant plantings. The plantings include large trees adjacent to homes for shade, privacy, and noise barrier with small shrubs and/or high canopy trees adjacent to the street so that anyone can look into the park from the street for safety reasons.
- Seating- The proposed park will provide many different wood seating elements that can also be used as free play items for kids.
- Basic Amenities- the site will also include basic amenities such as fencing, a gate, water fountain, bicycle racks, trash cans and a park hours/rules sign.
- Sign- The proposed park will include an educational sign. The City plans to outreach to the public about the content of the sign but it could include information about local nature (to fit with the theme of the park) or historical/cultural significant elements of the area.

Non-Infrastructure Outreach:

In coordination with the Bush Ave. pocket park development, the City’s Old Town Beautification Campaign will beautify the Old Town neighborhood by reducing litter through education and volunteer clean-up events. The outreach campaign will also emphasize reducing illegal dumping in the area through outreach programs that allow residents to properly dispose of waste for free and through deterrence measures, such as mobile cameras. Based on the City’s experience with cleanup events City staff expect to collect over 60 cubic yards (10,000 gallons) of trash and debris from the various events. In addition, the City hopes to realize a 30% reduction in illegal dumping from the Old Town neighborhood from the educational outreach and mobile cameras. However, it is

difficult to estimate the illegal dumping reduction because a campaign like this has never been tested in San Pablo before.

The proposed pilot litter and illegal dumping outreach will educate the neighborhood about the harms and costs of littering and illegal dumping while also providing information about local resources for free or reduced-cost disposal options. The outreach campaign will include:

- **Beatification logo and slogan-** The City will hire a design consultant to develop a litter and illegal dumping/beautification slogan and logo. This slogan will be in English and Spanish and developed with input from City staff and the community. The City will use this slogan and logo as a recognizable campaign to promote free and reduced-cost waste removal options, educate about enforcement on illegal dumping, and advertise clean-up events.
- **Media Campaign-** Using the slogan and logo, the City will develop various media elements to outreach to the community. All below media elements will be in English and Spanish to meet the language needs of the community.
 - **Posters-** Posters will be developed and provided to schools, businesses, and City offices to promote the clean-up events and educate residents on free disposal options in the City.
 - **Banners-** Four (4) banners will be developed to promote the Old Town Beautification Campaign and will be placed at the project site and the nearby soccer fields on Rumill Boulevard.
 - **Postcards-** Postcards with information about the Bush Ave. Pocket Park project and clean-up events will be sent to all addresses in the Old Town neighborhood.
 - **Flyers-** A one (1)-page flyer will be developed and sent to all addresses in the Old Town neighborhood to provide information about the free and reduced-cost waste disposal options. This flyer will also be available at City events and City offices.
 - **Social Media-** All of the above elements (i.e., logo, posters, banners, postcards, flyers) will be available in digital form and posted on the City's various social media sites (Facebook, NextDoor, website, etc.). In addition, the program will create an educational video that residents can watch to learn about the harm of litter and illegal dumping and ways to dispose of waste for free in San Pablo. This video will be released on the City's various media platforms. Social Media posts will occur a minimum of once per month (for a total of 12) and will be coordinated on various platforms. The City will use paid media pushes to advertise the campaign on social media platforms for all users in the distribution radius.
 - **Mobile Cameras-** The City will purchase one (1) mobile camera and position it at illegal dumping hot spots in the Old Town neighborhood (including the 1701 Bush site during the design process). The City will promote the camera through the City's social media networks to deter illegal dumping and outreach to residents about illegal dumping issues. The City will model the camera outreach after the San Pablo Police Department's (PD) "Traffic Tuesdays," where San Pablo PD requests residents' input on where traffic cops should be placed to reduce speeding in the City. For one (1) Wednesday each month (for a total of 12), City staff will post about "Waste Reduction Wednesdays," where staff will ask residents of Old Town where they would like to see the mobile illegal dumping camera placed to deter dumping in their neighborhood. These posts will also include information about the harms of illegal dumping and how residents can dispose of waste for free.
- **Neighborhood Champions-** The City will outreach to the Old Town residents, through social media, Dover and Downer Elementary Schools, and through the City's Beacon Community Schools Initiative* program to select two (2) neighborhood champions to promote and act as community liaisons for the beautification program in the Old Town area of San Pablo. These liaisons will earn up to \$2,000 in stipends for their work (paid for through the consultant contract) and will be required to:
 - Attend one (1) educational session with City Staff to learn about all of the waste reduction programs in the City.

- Post on Social Media at least 12 times per year about waste programs or clean-up events in San Pablo (content from the media campaign will be provided).
- Host a minimum of three (3) neighborhood litter pick-up events in Old Town (the City will provide trash bags, gloves, pickers, and haul away the trash after the event).
- Act as a resource for their community about waste and illegal dumping issues.

The Neighborhood Champions will be selected based on their abilities to successfully implement these efforts, with preference given to bilingual Spanish speakers.

- **Old Town Neighborhood Clean-up Events**- The City will host two (2) community clean-up events: one (1) in Davis Park, next to Wildcat Creek, and one (1) that will start at 1701 Bush Avenue and extend to the streets and neighborhoods in Old Town.
- **EarthTeam Clean-ups**- Through the City's existing partnership with the Richmond High EarthTeam, the City will provide stipends to students at Richmond High to attend EarthTeam educational sessions and perform 20 litter assessments and removal in the Old Town Neighborhood.

The proposed project will beautify the Old Town neighborhood through the transformation of 1701 Bush Ave into a pocket park and through the media campaign that will empower residents to beautify their neighborhood while educating residents about the various free and reduced-cost waste disposal programs available to them.

**The San Pablo Beacon Community Schools Initiative (SPBCSI) is a cross-sector program to transform San Pablo schools into full-service "community schools." Community schools take a comprehensive "whole child" approach to addressing student needs. Beacon Directors are liaisons between the City and the schools. They coordinate services to ensure all students receive equitable support for intellectual, social, emotional, and physical health and well-being.*

Goal 3. Improving Public Spaces for Walking and Recreation: Describe improvements to be made to public spaces for walking and recreation, and how these improvements will enhance public health, cultural connection, and/or community placemaking.

This site will provide a safe public space for walking, running, bicycling, and recreation. The "Tree Ring" Bicycle Loop provides a space for residents, especially kids, to learn to ride a bicycle in a safe environment away from cars. In addition, the Bush Pocket Park will improve the sidewalk adjacent to the site to ensure it is safe and meets ADA requirements. Multimodal transportation is important to facilitate in the census tracts covered by this grant since 140 households do not have access to a vehicle (U.S. Census Bureau). Due to residents' limited vehicle access, the City of San Pablo has been diligently improving the multimodal transportation facilities around the City with an emphasis on safe bicycle lanes. The City currently has 7.2 miles of bicycle facilities with another 1.8 miles under construction and plans for an additional 2.8 miles in the near future. The "Tree Ring" Bicycle Loop can also be used as a walking, running, or rolling (e.g., scooter) loop for residents of all ages.

Advancing public health is an important goal in San Pablo. In 2010, the University of California, Los Angeles (UCLA) Center for Health Policy Research released the *Overweight and Obesity among Children by California Cities Report* that showed that **the City of San Pablo had a childhood obesity rate of 52.4%, the third-highest obesity rate among children in the State.** After this report was released, the City developed a Childhood Obesity Prevention Task Force to develop and implement a feasible, evidence-based plan to improve the health of all San Pablo residents, with particular emphasis on the City's youth. In 2014, this Task Force released a Community Action Plan that outlined programs and priorities to address the obesity epidemic. A key policy priority is improving active living through the development and improvement of park space. The proposed project will help meet the Community Action Plan goals by providing additional recreational space to encourage an active, healthy lifestyle in San Pablo. This park will provide recreational activities through the "Tree Ring" Bicycle Loop, outdoor fitness equipment, and playground with elements for all ages.

Goal 4. Advance Equity for Underserved Communities: Projects that demonstrate a benefit to an underserved community, either directly or indirectly, will be more competitive. For these projects, applicants must explain which underserved community is benefited, how it was identified, and how the project benefits that community. Applicants should also explain the percentage of the grant funds that will benefit the community and how these percentages were calculated. Calculations can be based on the project's relative population benefit to underserved communities (see Appendix A.2. of the program guidelines for details) or another methodology. If another methodology is used, provide a brief justification for using it.

The City of San Pablo as a whole and the census tracts ¼ mile from the project site are both considered underserved or disadvantaged communities. The outreach campaign and the pocket park will occur in the same census tracts (#3690.01 and #3680.02). According to the US Census Bureau, the two (2) census tracts associated with this project (#3690.01 and #3680.02) have a respective household median income (HMI) of \$52,050 and \$54,821 with a population-weighted average of \$53,268. Therefore, the HMI for these census tracts are less than 80% of the statewide median based on the most current Census Tract level data from the 2019 American Community Survey 5-Year Estimates (<\$60,188), which qualifies these areas as underserved communities. Since both of the relevant census tracts ¼ mile from the project site (i.e., the Old Town neighborhood) are underserved, 100% of the community benefited is considered underserved.

Additionally, the poverty levels of the census tracts directly adjacent to the project area have CalEnviroScreen poverty scores of 85, 80, 73, and 65 indicating a relatively high incidence of poverty in the communities surrounding the project site. Furthermore, the majority of households in the community surrounding the project site are low-income and rent-burdened, as they have a median household income of \$48,321 in a city where the average rent is \$2,231 per month (<https://www.rentcafe.com/>). The relatively high rates of poverty, both in San Pablo as a whole, and in the immediate community around the project area, demonstrate a greater need for free, accessible, and safe places for residents to be active and healthy.

This proposed pocket park will directly benefit this underserved community because it will be free for residents to use and designed for residents of all ages and fitness levels. This broad accessibility provides additional benefits of reducing stress and providing a sense of community belonging for residents. This neighborhood park will be walkable and bikeable for residents, providing local recreational space to the 140 households in this area that do not have access to vehicles. This park will support active living, to address the health issues in this community outlined above in Goal 3.

In the City of San Pablo, 67% of the population speak a non-English language and the predominant language spoken in San Pablo is Spanish. According to CalEnviroScreen, the census tract for the project area has a linguistic isolation score of 92 and 84, meaning that the percent of linguistically isolated households is higher than 92 and 84% of the census tracts in California. This is why all communication and outreach for the Old Town Beautification Campaign and the pocket park will occur in English and Spanish. A bilingual outreach campaign is important to this underserved community because it will educate residents in their native language about waste disposal options that are free to eliminate illegal dumping in our community.

A.3 PUBLIC ENGAGEMENT

Consistent with Local Plans

In 2011, the City updated the zoning and General Plan to include additional park space in the City in response to public outreach requesting more parks. The 1701 Bush Park was included in the 2011 update and the public was notified of this change as part of the process. The City's Municipal Code also identifies the goal of 3 acres of parkland for every 1,000 residents. Currently, however, the City has less than 0.7 acres per 1,000 residents so the addition of this park will help work toward this goal.

The outreach campaign is consistent with the City's Litter and Illegal Dumping Task Force recommendations and the 2020 survey results from residents.

Bush Pocket Park Outreach Summary

The predominant language spoken in San Pablo is Spanish; therefore, the City has conducted all outreach efforts for this park in both English and Spanish. The following outreach has been performed to inform the park design:

- October 2021- Flyer inviting survey participation was posted on PeachJar and Class Dojo for Dover and Downer Elementary Schools.
- October 2021- A flyer inviting survey participation was posted multiple times in the Old Town neighborhood on NextDoor. This outreach received 276 impressions on these sites.
- October 18, 2021- In-person neighborhood outreach with three (3) City staff (including two (2) Spanish speakers) was conducted at and around the project site. 250 postcards were distributed to mailboxes and staff had conversations with over 50 neighbors.
- October 18 – November 18, 2021 - Two (2) banners were tied onto fences at the parcel to encourage passersby to complete the online survey.
- October 2021- An online survey was posted with questions about what residents would like to see built at the project site. The City received 81 responses to the online survey.

Bush Pocket Park Outreach Results and Impacts

The park design was developed based on the results of the public outreach. The most common requests for this space were a park with playground equipment for kids (66% of respondents requested this item), benches/seating (44% of respondents requested this item), and fitness machines (32% of respondents requested this item). In the open response section, the City received multiple requests for swings, native plants and trees, and many references to nature/natural elements. In addition, there were many comments about safety, the desire for gates/fencing around the park, and appreciation for a park that is within walking distance to their home. The City has included a fence in the project design and will work with the City's Police Department to include Crime Prevention Through Environmental Design (CPTED) elements.

Written responses from the survey:

- "Trails for walking & enjoyment of nature or fitness"
- "Native Plant Garden! Let's have neighbors help plant some native plants! :)"
- "Trees and flowers"
- "Given the small dimensions of the park, a playground for children, benches, and fitness equipment will be great for our community. That lot has been empty for 30+ years. It will be great to have a near-by park that is walking distance for families."
- "It would be great to see the park with fence around it, to avoid dogs coming in. Keep pets out to prevent stepping on litter if unpicked."
- "I live on the 17th, and we don't have parks nearby, and in this one I can take my son to play"
- "So excited about this project! We've been waiting for green community spaces in the empty lots around the neighborhood! Thanks so much for bringing more parks to the community, it's so necessary for everyone's mental health."
- "Áreas donde se pueda caminar o haya instrumentos para hacer ejercicio y q los niños se diviertan"
 - Translation: Areas where you can walk or where there are equipment for exercising and for kids to play
- "Si estoy súper interesada en qué se abra este mini parque"
 - Translation: Yes I am super interested in this mini-park opening
- "Ninguna. Muy buena idea el parque!!!"
 - Translation: None. This park is a great idea!

A.4 PROJECT DELIVERABILITY

Infrastructure: Bush Avenue Pocket Park

Environmental and CEQA Compliance

When the City purchased the land in 2019, the City performed its due diligence to determine that there were no known environmental or cultural/historical risks at the site. This includes reviews to mitigate the potential risk of hazardous material or waste problems. Before the City's purchase in 2019, the site was a vacant lot, and prior to the vacant lot, this location was a single-family home with no known other uses.

The project has completed an environmental review and CEQA documentation was filed on December 1, 2021. The project is categorically exempt per CEQA Guidelines Section 15303(d) and (e), and Section 15034 (b) and (f), as it only includes New Construction of Small Structure (e.g., playground equipment, new water meter, new fence) and "Minor Alterations to Land."

Permitting

The proposed project requires limited permitting. The project is on a City-owned parcel, is zoned for open space, and has been through the public outreach process. The only remaining permitting item is an encroachment permit for the sidewalk improvements adjacent to the park. The project will apply for an encroachment permit, after the design is completed in December 2022, which is issued through an internal approval process that takes approximately two (2) weeks. All permitting is expected to be complete before March 2023.

Description of Known Risks

There are no known concerns or risks to opening the project by June 2024. The City has performed public outreach and the residents are supportive of the project. The parcel is approved for a park through the City's General Plan and Zoning documents. Environmental review and CEQA are complete for the site. The remaining items for implementation are design and construction. The City is very experienced in delivering grant-funded infrastructure projects.

The City of San Pablo has skilled engineering, environmental, administration and finance staff that will administer the project and the grant funds. The Public Works Department has weekly staff meetings to get updates on projects and discuss any issues or upcoming reporting requirements. In addition, staff develop a checklist of requirements and delivery milestones at the start of the project to ensure no requirements are missed and any issues are identified early and resolved.

Pre-Construction Work

The following is pre-construction work that must be completed for the infrastructure project:

- **RFP and contracting for design-** the City will release an RFP to complete the design of the park. This item could be released in April 2022 and awarded in May 2022 for design to start in June 2022.
- **Project Design-** The project will take approximately seven (7) months to complete design, anticipated for June 2022 through December 2022.
- **Construction Advertise-** The City will advertise for the project construction in January 2023.
- **Construction-** The City will issue a Notice to Proceed in May 2023. This is expected to be a five (5)-month construction timeline, with construction expected to be completed in September 2023.
- **Project Closeout-** Completing the final punch list, releasing bond, and issuing final reimbursements and reports is expected to occur from September 2023-January 2024.

Below is a summary of pre-construction and construction work completion dates:

- Project Study Report Approved: July 2022
- Environmental (PA&ED) Phase: September 2021 – December 2021
- Design (PS&E) Phase: June 2022

- Award Contract: April 2023
- Construction: May 2023 – September 2023
- Project Closeout: Sep 2023 – January 2024

This timeline allows for the project to be completed five (5) months ahead of the funding deadline.

Non-Infrastructure Outreach Media Campaign

Permits and Risks

There are no permits required or known risks for the outreach campaign. The public is highly supportive of efforts to reduce litter, graffiti, and illegal dumping. The City has an experienced environmental, administration, and recreation staff to help administer the outreach program and the grant funds. The Public Works Department has weekly staff meetings to get updates on projects and discuss any issues or upcoming reporting requirements. In addition, staff develop a checklist of requirements and delivery milestones at the start of the project to ensure no requirements are missed and any issues are identified early and resolved.

Project Schedule

The following work will be completed for the outreach campaign:

- **RFP and contracting for consultant contract-** the City will release an RFP for the consultant contract. This item could be released in May 2022 and awarded in June 2022, for design start in July 2022.
- **Project Design-** The project will take approximately four (4) months to complete design, expected to be completed between July 2022 and October 2022. The consultant contract would include the design of a slogan and logo, development of the outreach media (i.e., flyers, banners, posters, postcards, and sample social media posts). The consultant would also assist with the Neighborhood Champions program; this would include outreach to residents about the program, selection of the chosen champions, and stipend payments would occur through the consultant contract.
- **Outreach Campaign-** The City anticipates starting the outreach campaign in November 2022 to run through December 2023.
- **Outreach Review-** City staff will review the results from the outreach campaign from January to April 2024 and develop a report for the City Council and Caltrans on the results of the program.

A.5 ADVANCE PAYMENT

N/A- The City will not be requesting advance payment.

A.6 MARKETING PLAN

Marketing Plan

For each grant funding project and program in the City develops an *Outreach and Grant Acknowledgement Plan* (example in Attachment N). This outreach plan outlines each of the opportunities to promote the project, lists the various media types to be used, provides a general schedule for implementation, and creates example/template “blurbs” or “write-ups” that are updated and used throughout the project. Caltrans will be invited to each event, can be “tagged” in social media posts (if desired), and will be acknowledged in all written outreach. All information is provided in English and Spanish to best reach the residents of San Pablo. Below is a summary of the outreach planned for this project:

- *Project Announcement-* The City will announce the award of the grant funds and the project through social media accounts and at a Council meeting accepting the grant funds. All grant agencies will be acknowledged in these communications.
- *Project Website-* The City will develop a webpage for the project with a project/program description, benefits, contact information, and grant funding information. For examples please visit <https://www.sanpabloca.gov/879/Public-Works-Projects>.
- *Groundbreaking-* The City will announce the day/time of the pocket park groundbreaking event (assuming in-person events are allowed) for the project through social media accounts, the City’s e-newsletter, and at a Council meeting. All grant agencies will be acknowledged in these communications and invited to this event.
- *Construction-* The City will provide updates on the pocket park construction to residents through the City Manager’s e-newsletter.
- *Ribbon Cutting-* The City will announce the day/time of the pocket park ribbon-cutting event (assuming in-person events are allowed) for the project through social media accounts, the City’s e-newsletter, and at a Council meeting. All grant agencies will be acknowledged in these communications and invited to this event.
- *Cleanup Events-* For the non-infrastructure aspect of the program the City will announce the day/time of the cleanup events for the project through social media accounts, the City’s e-blast, and at a Council meeting. All grant agencies will be acknowledged in these communications and invited to these events.
- *Campaign Social Media Posts-* for the Old Town Beautification Campaign social media posts, the City can “tag” grant funding agencies or provide other desired acknowledgments. (Note: neighborhood champions would not “tag” funding agencies in social media posts)

A.7 MAINTENANCE PLAN

Anticipated Lifespan

Below is the list of major infrastructure elements and their anticipated life span for the Bush Avenue Pocket Park improvements:

- Swings: 10 years
- Asphalt track: 20 years
- Logs for seating and play: 10 years
- Fitness equipment: 10 years
- Shade structures: 10 years
- “Spring” bugs (playground equipment that moves back and forth): 8 years
- Mounds: 5 to 10 years (the top material is expected to be replaced every 5 years)

Maintenance

The ongoing maintenance of the project will be funded through the City of San Pablo Street Lighting and Landscape Assessment District (District No. 1982-1) and the City's general fund. City maintenance staff are very experienced in providing vegetation and park maintenance. Maintenance crews service each park once per week with additional targeted services as needed.

Plant Establishment

Plants at the project site will be irrigated through an automatic irrigation system, to help ensure trees and plants get well established. Small trees will be staked when planted according to the City's Standard Details for tree wells. https://www.sanpabloca.gov/DocumentCenter/View/916/SH01_Tree-Well-black-white?bidId=. The City will choose drought-tolerant landscaping to meet the Water Efficient Landscape Ordinance (WELO) requirements. As part of the Maintenance crew's weekly park service they will inspect plantings to ensure plants are receiving the correct amount of water and nutrients, any plants that do not survive establishment will be replaced.

Outreach Campaign Ongoing Litter Abatement

The City plans to continue the outreach campaign beyond the grant timeline. The City will review the results of the pilot outreach program in Old Town, make any changes that are deemed necessary to improve the program, and then expand this program to the rest of San Pablo. This includes continuing to post educational materials about litter and illegal dumping, continuing the use of the mobile cameras, continuing cleanup events, and continuing the neighborhood champions program.

Attachment 5



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? Yes No Is completing CEQA a PROJECT SCOPE item? Yes No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

☐ Notice of Exemption (attach recorded copy if filed) December 18, 2021

☐ Notice of Determination (attach recorded copy if filed)

☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
NOE NOD		

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific: _____

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project: _____

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: _____

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Elizabeth Tyler Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

15303. NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:

- (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.
- (b) A duplex or similar multi-family residential structure, totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes and similar structures designed for not more than six dwelling units.
- (c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.
- (d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.
- (e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.
- (f) An accessory steam sterilization unit for the treatment of medical waste at a facility occupied by a medical waste generator, provided that the unit is installed and operated in accordance with the Medical Waste Management Act (Section 117600, et seq., of the Health and Safety Code) and accepts no offsite waste.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Sections 21084, Public Resources Code.

15304. MINOR ALTERATIONS TO LAND

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:

- (a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist.
- (b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping.
- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site;
- (d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production;
- (e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc;

- (f) Minor trenching and backfilling where the surface is restored;
- (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies;
- (h) The creation of bicycle lanes on existing rights-of-way.
- (i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

15305. MINOR ALTERATIONS IN LAND USE LIMITATIONS

Class 5 consists of minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density, including but not limited to:

- (a) Minor lot line adjustments, side yard, and set back variances not resulting in the creation of any new parcel;
- (b) Issuance of minor encroachment permits;
- (c) Reversion to acreage in accordance with the Subdivision Map Act.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

15306. INFORMATION COLLECTION

Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

15307. ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

15308. ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

Exhibit B



DESIGN AND ENGINEERING SERVICES FOR
BUSH AVENUE POCKET PARK
PROJECT #0502

CITY OF SAN PABLO

**City of San Pablo
Public Works Department
C/O Amanda Booth
1000 Gateway Ave.
San Pablo, CA 94806**

Gates + Associates
1655 N. Main Street
Walnut Creek, CA 94569
(925) 736-8176 x 2002
Chuck@dgates.com

June 30, 2022





LANDSCAPE ARCHITECTURE · LAND PLANNING · URBAN DESIGN

June 30, 2022

City of San Pablo
Public Works Department
C/O Amanda Booth
1000 Gateway Ave.
San Pablo, CA 94806

RE: RFP - DESIGN AND ENGINEERING SERVICES FOR BUSH AVENUE POCKET PARK (PROJECT #0502)

Dear Amanda Booth.

Gates + Associates is thrilled to submit our proposal for this project and excited for a potential partnership with the City of San Pablo to refine & implement the vision for Bush Avenue Pocket Park. We are a dynamic and versatile landscape architecture, urban design, and land planning firm with a passion for designing beautiful, functional and maintainable spaces that ***"get people outside."***

Gates brings a strong portfolio of regional, community, and neighborhood park design. Our team is proud to bring over 40 years of park planning and design experience to this project, from park master plans to construction documents for park & playground improvements accross all ranges of size and budget.

We are joined in our team efforts by **CSW|ST2** Engineering Group for this project. We have collaborated with their team members on numerous public sector park projects and are extremely impressed with their proactive problem solving approaches. As a team, our goal is to partner with the City to facilitate a transparent public outreach process, refine the design in alignment with community and City needs & priorities, and efficiently propel this project forward through the bid and construction process so that Bush Avenue Pocket Park can be enjoyed by people of all ages, backgrounds and abilities.

A more detailed description of our approach and team is provided in this proposal. We look forward to discussing a potential partnership with you on this exciting project. Should you have any questions please feel free to contact me at 925.785.0976 x 2002, or at chuck@dgates.com.

Sincerely,

Chuck Gardella
Principal-in-Charge
Gates + Associates

DESIGN AND ENGINEERING SERVICES FOR BUSH AVENUE POCKET PARK (PROJECT #0502)

CITY OF SAN PABLO

PROPOSAL

Gates + Associates

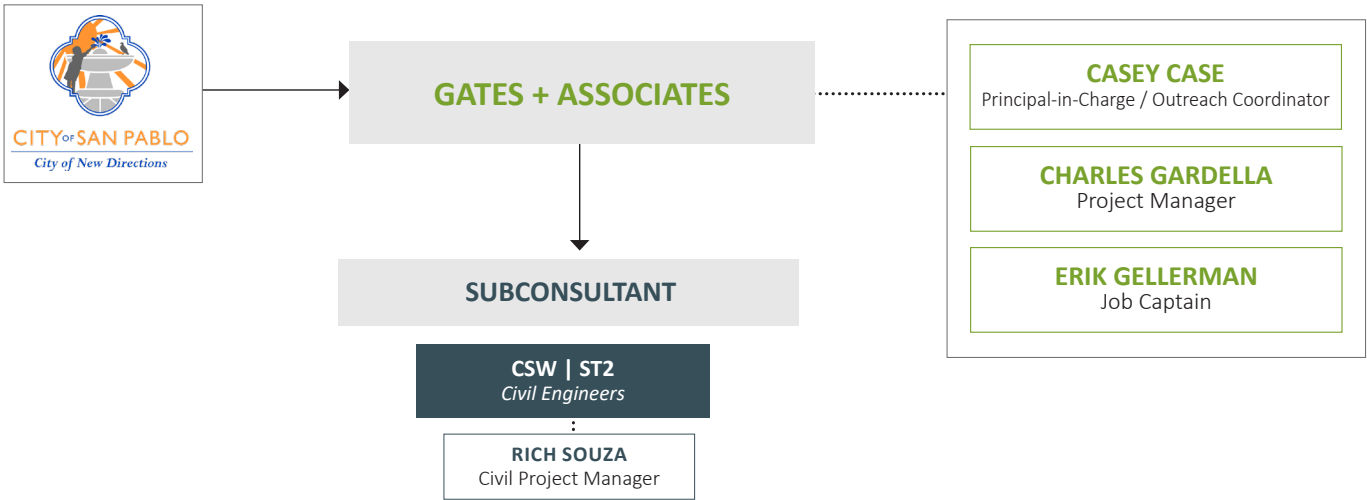
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2. ORGANIZATION CHART / PERSONNEL

ORGANIZATION CHART / PERSONNEL



Nature-themed Play Area at Homeridge Park, Santa Clara, CA



3. FIRM STATEMENT OF QUALIFICATIONS

FIRM STATEMENT OF QUALIFICATIONS

EXECUTIVE SUMMARY OF PROJECT TEAM

GATES + ASSOCIATES is a women-owned, SBE-certified 28-person Landscape Architecture, Urban Design and Land Planning firm located at our sole office in Walnut Creek, where all work will be performed. Established in 1977, our lasting success is due to our unique blend of strong design skills, sensitivity to the influence of environmental and cultural settings, understanding of construction realities, and true commitment to consensus building. Our firm's returning client base and numerous design awards reflect this commitment. We strive to enrich user experience through each project's unique space, and utilize a combination of leadership and technical knowledge to transform conceptual visions into reality. The spaces we design are not only usable, educational, and inspirational but durable and designed for maintainable longevity. We strongly advocate the integration of sustainable design practices, and our firm brings extensive knowledge of stormwater management BMPs and Water Efficient Landscape Strategies. Gates is also an industry leader in ReScape Landscapes, and includes LEED Accredited Professionals, certified inclusive play designers, and an in-house arborist.

MISSION STATEMENT

Gates + Associates strives to make the world a better place by **getting people outside**. Our firm lives and breathes a passion for exploring parks of all kinds and learning what makes them welcoming & successful. As stewards of the land, we enjoy partnering with municipalities throughout California to understand their goals and current issues to strategically and thoughtfully plan, design and construct park & recreation facilities that truly reflect the needs & priorities of their constituents.

PUBLIC SECTOR EXPERIENCE

A significant portion of our work involves public bid projects – parks, trails, streetscapes, libraries, civic centers and schools. As a result, we have implemented numerous procedures and standards for quality control and constructability review at key milestones in the design process. Each year, Gates oversees the construction of millions of dollars of improvements, and have developed a process that ensures we honor initial promises while remaining within budget. Our plans and specifications are internally reviewed prior to submittal for constructability and consistency with local standards. We pride ourselves on our ability to deliver quality projects in a “low bid” environment and with a very low change order record.

SUBCONSULTANTS

We are thrilled to include **CSW|ST2 (CSW)** for civil engineering services on this project. With over 60 years of experience, CSW offers their clients creative, cost-effective designs and practical solutions to design challenges. Their team includes LEED Accredited professionals and SWPPP developers who focus on the planning and design of economical and environmentally sustainable projects serving communities throughout California.

One of their recent relevant projects is supporting San Mateo County Parks in the development of a new **County Park at Tunitas Creek Beach**. In order to ensure the property functions safely and is protected for future visitors, **CSW** is working with the community to create adequate parking facilities, trail access to the beach, and an iconic overlook area. Key relevant features of this project include ADA accessibility improvements, Caltrans coordination, and environmental resources management & permitting coordination.



John Buckley Square, Pittsburg, CA



Westborough Park, South San Francisco, CA



Workshop Booth at a “Back to School” Event



Tunitas Creek County Beach, San Mateo County, CA

FIRM STATEMENT OF QUALIFICATIONS

RELEVANT EXPERIENCE

BLVD POCKET PARKS

Dublin, CA

BLVD is a new 89-acre residential village in Dublin, CA with connectivity at the core of its multiple amenities. Gates + Associates provided the backbone design, and created the landscape master plan for the entire community which includes 15 themed pocket parks - 4 of which are built and open to the public. The pocket parks feature different experiences at each site, and are located at prominent corners or intersections to increase visibility and foster a sense of community and place. The Playground (shown top right) features a tot lot and seating for families with children, and The Office (shown bottom right) includes an open-air workspace with outlets and Wi-Fi. Each park is unique and dynamic in its own capacity, and is contained within a planned neighborhood that had to meet C3 requirements for water quality. Through the use of bioretention swales and Silva cells, the pocket parks aided in BLVD successfully meeting these requirements.

REFERENCE

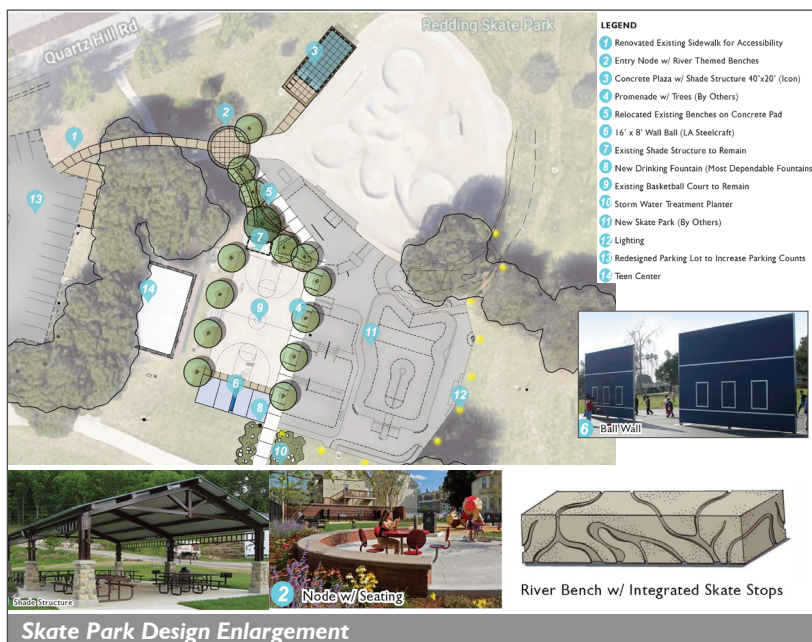
Client: Brookfield

Primary Contact: Josh Roden

Tel: (925) 614-4022

Email: Josh.Roden@brookfieldrp.com

Completion Status: In Progress



CALDWELL PARK EXPANSION

Redding, CA

Caldwell Park is an 85-acre public park in Redding, California. Gates + Associates is leading a multidisciplinary team and working closely with city staff to ensure the project meets the intended design goals while staying within the budgetary limitations of the Prop 68 grant funding. The updated park will include new elements to further encourage outdoor activities and additional shade structures to provide users respite from the summer heat. New features and amenities include a multi-use sport court, outdoor fitness area, new restroom, parking and drainage improvements, bike park, public art, picnic areas, shade elements, lighting, and trail improvements throughout the park for increased connectivity.

REFERENCE

Client: City of Redding

Primary Contact: Travis Menne

Email: tmenne@cityofredding.org

Tel: (530) 245-7176

Completion Status: In Progress

HOMERIDGE PARK REHABILITATION

Santa Clara, CA

Homeridge Park is a 6-acre park nestled in a residential area bounded on one side by Saratoga Creek. As the prime consultant to the City of Santa Clara, Gates redesigned and rehabilitated the playground into a forest nature-themed play area that is designed for all abilities and ages. Offering play structures for ages 2-5 and 6-12, there is also a sand play area, rock climbing, a tree swing and treehouse slide.

Gates led interactive workshops to gather input from both stakeholders and the community, in order to develop a preferred plan with strong community support. In addition to trees and an open meadow, the revitalized park features a picnic area, basketball court, restrooms, and off-street parking.

REFERENCE

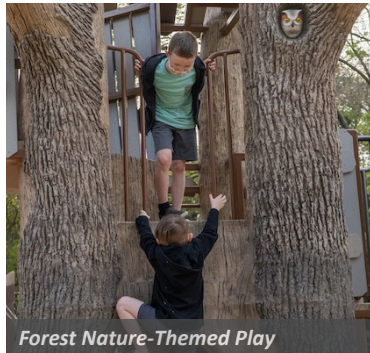
Client: City of Santa Clara

Primary Contact: Benison Tran

Tel: (408) 615-3016

Email: BTran@santaclaraca.gov

Completion Status: 2021



Forest Nature-Themed Play



EL PORTAL PARK

San Pablo, CA

Gates partnered with the City of San Pablo to prepare a conceptual design in pursuit of Prop 68 grant funding to renovate and upgrade the park at 2600 Moraga Road. The revamped park would include upgrades to the existing 2.2-acre El Portal Soccer Fields that will provide additional amenities to accommodate expanded use of the soccer fields and surrounding open space. Some of the new amenities will include restroom facilities, an all-abilities playground, new soccer field with lighting and a solar shade canopy. There will also barbeque and picnic areas, an amphitheater, and a large flexible green open space.

REFERENCE

Client: City of San Pablo

Primary Contact: Amanda Booth

Tel: (510) 215-3066

Email: amandab@sanpabloca.gov

Completion Status: 2021

FIRM STATEMENT OF QUALIFICATIONS

RELEVANT EXPERIENCE

LILA BRINGHURST COMMUNITY PARK

Fremont, CA

As part of a joint use agreement, this new elementary school and adjacent 4-acre park all seamlessly integrated to provide secure access to all park amenities, including: play areas, an amphitheater, loop trail, butterfly garden, outdoor learning area, a multi-use field, and an expanded hard court area. The community has access to the school's hard court area during afterschool hours. A parent waiting area in front of the school also provides a community gathering space. Through extensive collaboration with the DSA, a community restroom at park is accessible only during peak use periods.

REFERENCE

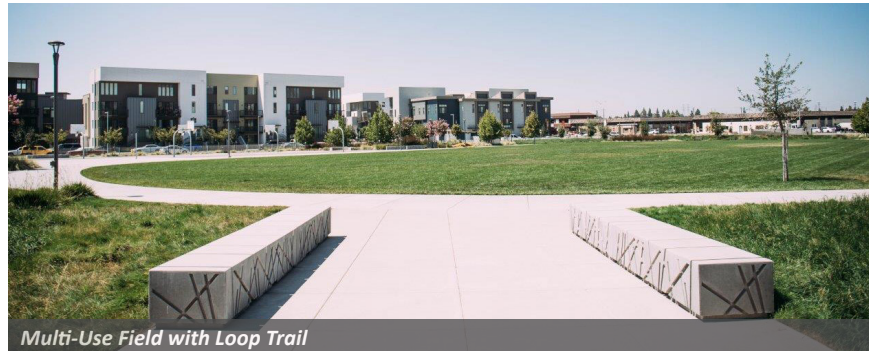
Client: Fremont Unified School District / City of Fremont

Primary Contact: Roger Ravenstad, Parks Planning & Design Manager

Tel: (510) 494-4723

Email: rravenstad@fremont.gov

Completion: 2021



Multi-Use Field with Loop Trail



Basketball Courts



Shade Element



Accessible, Age-Appropriate Play Areas



Prefabricated Restroom

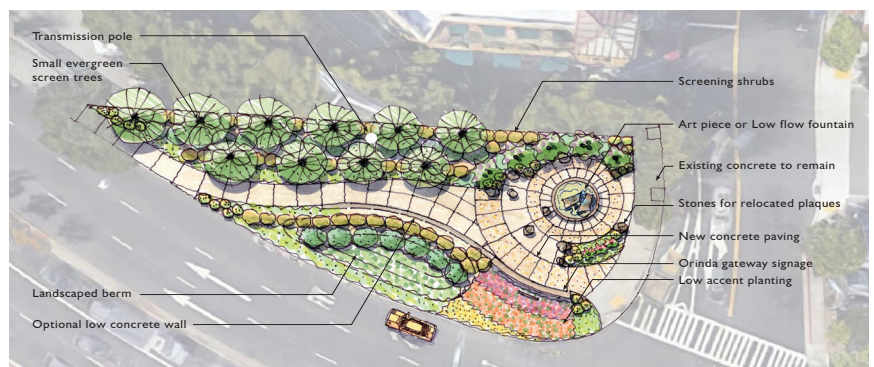
CROSSROADS PARK (ORINDA MINI PARK)

Orinda, CA

Since 2014, Gates + Associates has been working with the City to transform the corner of Camino Pablo and Brookwood into an updated "mini park" that will create a distinct and welcoming entrance into the City of Orinda. Gates designed the concept plan which was approved by City Council in 2018, and after 3 years of delays due to funding, leasing issues and effects of the pandemic, the project has progressed into construction document development. The newly named "Crossroads Park" may include an art piece or low flow fountain, as well as new paving, a landscaped berm, California native plantings and corner gateway signage.

Relevant features include a need address adjacent uses and overhead power lines, as well as a need during the design phase to consider corner visibility for vehicle traffic and visibility into the site for safety.

SIGNAGE OPTION 5



REFERENCE

Client: City of Orinda

Primary Contact: Todd Trimble

Tel: (925) 766-9717

Email: ttrimble@cityoforinda.org

Completion Status: In Progress



4. STAFF STATEMENT OF QUALIFICATIONS



CASEY CASE has successfully managed numerous projects both in public and private sectors. Her project experience includes urban design, streetscape design, campus master planning, and community planning and design. Casey's expertise ranges from graphic rendering, project concept, design development, cost estimating, and construction document production. In addition to being an accomplished landscape architect, Casey has facilitated outreach efforts for several design and planning projects, where she strives to engage a transparent outreach process that aims to listen to and understand the needs of stakeholders involved. Casey brings a combination of creativity and thoughtful collaborative problem solving to the design and outreach process, producing outstanding feasible solutions while building consensus among diverse stakeholders.

AREAS OF EXPERTISE

- CAD Design
- Graphic Presentation Design
- Project Management
- Public Outreach Facilitation
- Construction Documents
- Horticulture
- Arboriculture

REGISTRATIONS

Landscape Architect #6032
California, Expiration: June 2024

ISA-Certified Arborist

ReScape (Previously Bay-Friendly)
Qualified Landscape Professional Rater

PROFESSIONAL EXPERIENCE

Gates & Associates, 2011- Present
The HLA Group Inc., Sacramento, CA
2008-2011

EDUCATION

B.S. Landscape Architecture,
U.C. Davis, 2008

PROFESSIONAL AFFILIATIONS

Design Review Commission of Walnut
Creek (2018-2026)
Associate Member, American Society of
Landscape Architects (2005-Present)

RELEVANT PROJECT EXPERIENCE

PARK DESIGN AND PLANNING

- Alameda Park Master Plan, Alameda, CA
- Belmont Parks, Recreation and Open Space Master Plan, Belmont, CA
- Caldwell Community Park Expansion, Redding, CA
- Central Park Renovation Design, San Ramon, CA
- Central Park Master Plan, San Ramon, CA
- Ellis Lake Park & Playground, Concord, CA
2012 CPRS Award for 'Outstanding Park'
- Imagine Playground, Dublin, CA
2021 CRPS Award of Excellence Design - Park Planning
2022 NorCal APWA Project of the Year
- Iron Horse Trail Landscape Improvements, San Ramon, CA
- Iron Horse Trail Seating Nodes, San Ramon, CA
- Keiser Park Master Plan Update, Windsor, CA
- Matt Garcia Community Park Master Plan, Fairfield, CA
- McCoy Creek Trail Phase II, Suisun City, CA
- Milpitas Park & Recreation Master Plan Update, Milpitas, CA
- Moraga Commons Park, Moraga, CA
- N. Rollins Road Specific Plan, Burlingame, CA
- S. San Francisco Park & Recreation Master Plan, S. San Francisco, CA
- St. Helena Main Street and Downtown Plan, St. Helena, CA
- Twin Pines Park Master Plan, Belmont, CA

**AREAS OF EXPERTISE**

- CAD Design
- Construction Review
- Construction Documents
- Technical Review
- LEED Certification
- Green/Sustainable Design
- Green Roof Design
- Playground Structures
- ADA Requirements
- Roofdeck Design
- Synthetic Turf/Sports Field

REGISTRATIONS

Landscape Architect #4721
California, Expiration: October 2023

PROFESSIONAL EXPERIENCE

Gates & Associates, 1998-Present
LARE Grading Instructor, ASLA, 2002
Sustainable Communities Consortium,
1997-1998

EDUCATION

B.S., Landscape Architecture,
U.C. Davis, 1998

PROFESSIONAL AFFILIATIONS

California Parks and Recreation Society

CHARLES (CHUCK) GARDELLA has worked with a wide range of public and private with a focus on construction documentation and administration. His strong technical expertise makes him an exceptional Project Manager. He has managed many public projects and is highly familiar with their unique issues. Chuck is well-versed in the design of LEED, CHPS, and ReScape (previously Bay-Friendly) projects. He is a ReScape Qualified Landscape Professional and therefore has extensive sustainable design expertise.

RELEVANT PROJECT EXPERIENCE**PARKS & RECREATION**

- Bellevue Park, San Jose, CA
- Central Park Master Plan, Santa Clara, CA
- Cordoza Park, Milpitas, CA
- Daly City Parks & Open Space Master Plan, Daly City, CA
- Emerald Glen Park, Dublin, CA
- Everett N. "Eddie" Souza Park, Santa Clara, CA
2018 APWA Project of the Year Award
- Friesman Park, Livermore, CA
- Garden Park, West Sacramento, CA
- Hap Magee Park, Danville, CA
- Hill Recreation Area, Novato, CA
- Homeridge Park Rehabilitation Project, Santa Clara, CA
- Imagine Playground, Dublin, CA
2021 CRPS Award of Excellence Design- Park Planning
2022 NorCal APWA Project of the Year
- Lila Bringhurst Community Park, Fremont, CA
- Matt Garcia Community Park Master Plan, Fairfield, CA
- Meadow Homes Spray Park, Concord, CA
- Middle Harbor Shoreline Park, Oakland, CA
- Nealon All-Abilities Park, Menlo Park, CA
- Sandalwood Park, Milpitas, CA
- The Preserve Neighborhood Park & Rose Garden, San Ramon, CA
- Twin Pines Park Master Plan, Belmont, CA
- Waterfront Art History Park, Vallejo, CA
- Westborough Park, S. San Francisco, CA



ERIK GELLERMAN has managed numerous public and private projects at Gates + Associates. His skills range from concept and design development to working drawings, cost estimating, and construction administration. Erik blends strong technical knowledge with the ability to think creatively and collaboratively. His project portfolio includes public parks of varying sizes and streetscape beautification projects. Erik's diverse project experience has allowed him to acquire an understanding of any given state. Erik coauthored a journal article that analyze the feasibility of rainwater harvesting graywater reuse application in dry California climates.

RELEVANT PROJECT EXPERIENCE

PARKS

- Bay Meadows Linear Park, San Mateo, CA
- Caldwell Park, Redding, CA
- City Park, Antioch, CA
- Dumbarton Quarry, Fremont, CA
- Ellis Central Park, Tracy, CA
- Jacobsen and Marchetti Parks, Antioch, CA
- Moraga Commons Park Irrigation, Moraga, CA
- Crossroads Park (Orinda Mini Park), Orinda, CA
- Vallejo Waterfront History Art Park, Vallejo, CA
- Westborough Park, South San Francisco, CA

ADDITIONAL PROJECT EXPERIENCE

- Delaware Street Bike Lane & Street Improvements, San Mateo, CA
- Alameda Landing, Alameda, CA
- McGuire Hester Headquarters, Oakland, CA
- Route 238/Mission Blvd. Ph. 2, Hayward, CA
- Creekside Plaza, San Leandro, CA
- Hacienda Business Park, Pleasanton, CA
- Pleasanton USD Field Renovation, Pleasanton, CA

AREAS OF EXPERTISE

- Project Management
- Cost Estimating
- Construction Review
- Construction Documentation
- 3D Modeling

REGISTRATIONS

Landscape Architect #5825
California, Expiration: October 2022

PROFESSIONAL EXPERIENCE

Gates & Associates, 2010-Present

EDUCATION

B.S., Landscape Architecture,
U.C. Davis, 2009

M.B.A., U.C Davis, 2017

PUBLICATIONS

Journal of Water Sustainability, Vol 2
Issue 1, March 2012, "Evaluation of
Combined Rainwater and Greywater
Systems for Multiple Development Types in
Mediterranean Climates"

**REGISTRATIONS**

Registered Civil Engineer, CA #67892

PROFESSIONAL EXPERIENCE

CSW|ST2, 2001 - Present

Kiewit, 1997 - 2001

EDUCATION

B.S., Civil & Environmental Engineering,
U.C. Davis, 1997

SELECT HONORS & AWARDS

Glorietta Boulevard Safe Routes to Schools
APWA Local Street Award of the Year 2019

RICH SOUZA has over 19 years professional engineering experience including ten years of managing projects for public agencies and private developers. Rich has managed many projects that involved coordination with multiple stakeholders, gaining approvals from multiple agencies and forming consensus from multiple groups of interest. His experience includes roadway design, multi-use trails design, grading and drainage design, erosion control design, sanitary sewer and septic design, joint trench design, construction management and design team coordination.

RELEVANT PROJECT EXPERIENCE

- Lycee Francais/Martin Luther King Jr. Park and Tennis Courts, Sausalito, CA
- Ned's Way Joint Recreation Facility Modernization, Tiburon, CA
- EBRPD Crockett Hills Regional Park Parking Lot and Staging Area, Crockett, CA
- McInnis Skate Park, San Rafael, CA
- Pickleweed Park and Community Center, San Rafael, CA
- Bolinas Skate Park, Bolinas, CA
- Boorman Park Improvements, Richmond, CA
- Stafford Lake Bike Park and New Staging Area, Marin County Parks, Novato, CA
- Paradise Beach County Park, Tiburon, CA
- Tennessee Valley Multi-Use Pathway Improvements, Marin County, CA
- Marin County Parks, Agate Beach Park Improvements, Marin County, CA



5. PROJECT MANAGEMENT & STAFF AVAILABILITY

PROJECT TEAM ROLES

Our team will form a creative partnership with the City of San Pablo to provide a thorough and organized approach, resulting in cost-effective and timely completion of project tasks. We are committed to allocating the appropriate staffing level to accommodate the City's scheduling goals and maximize available funds.

CASEY CASE will serve as Principal-in-Charge/Outreach Coordinator. She leads Gates + Associate as President and is passionate about working with her clients to thoughtfully implement innovative ways to achieve sustainability in the landscape. In addition to being an accomplished landscape architect, she brings experience facilitating community discussions in a range of master planning and design projects throughout the public sector. Casey will partner with the City to plan & facilitate a transparent outreach process to identify community & stakeholder priorities and prioritize their incorporation into the final plan and design.

CHARLES GARDELLA, a key member of our firm with 23+ years of experience, will serve as Project Manager and be the City's main point of contact. He brings a strong technical expertise and broad project portfolio that emphasizes construction documentation and administration, as well as a seasoned understanding of park design & realistic costs of implementation which allows him to provide thoughtful insights based on lessons learned from a wide range of public sector projects.

ERIK GELLERMAN will serve as Job Captain. Erik brings 11+ years of experience and practical knowledge from a diverse range of public and private projects, and will spearhead the day-to-day design efforts on the team.

RICH SOUZA will serve as Civil Project Manager. He will spearhead all civil engineer efforts, including the topographic survey, subterranean investigation, green infrastructure investigation, and utility coordination. At each milestone submittal, he will also be responsible for high level quality control and constructibility reviews of the civil design documents.

You can be confident knowing that our team has the proven expertise to successfully execute this project. The personnel identified in the organizational chart above are extremely qualified and have extensive experience working with The City of San Pablo and neighboring cities to help them accomplish their goals.



Photosimulation of Play Area at Montague Park, Santa Clara, CA



6. PROJECT APPROACH

The City is seeking to address the parkland deficit in the Bush Avenue neighborhood by creating a dynamic, friendly, community-oriented space with recreation amenities and gathering areas for neighbors to enjoy. We feel our team brings the breadth and depth of experience that will be essential to successfully address this project's challenges. The successful competitor of this project will require:

RECOGNIZED EXPERTISE IN CREATING SPECIAL PLACES

The future park should be inviting to all members of the community regardless of age, abilities, or background. There should be areas where neighbors can gather and socialize, and children can safely play. A beloved park must reflect the unique flavor of the neighborhood. The colors of the shade structures, selection of materials, design of the gates - are all opportunities to create something unique to this neighborhood. For example, signage at the bike paths can have local street or business names, or butterfly elements could have information on local species & pollinators.

STRENGTH IN COMMUNITY ENGAGEMENT

The creation of a beloved park begins with community engagement. Children should be able to point to a play element they helped select. Parents can share stories about why specific plants or colors were selected. From our experience, many members of marginalized groups are often more comfortable communicating through their youth. GATES brings extensive experience working with community groups to have their role in shaping this engagement based on stewardship. We frequently recruit local paid youth interns to assist us during community events. This also introduces our teens to the civic process, empowering them for future advocacy.

REALITY-BASED INSIGHTS ON CONSTRUCTION ISSUES / COST CONTROLS

GATES has over 40 years of experience getting parks built. We know how to align grant requirements, construction budgets, and site requirements while "honoring the promises" made to the community. We will monitor the project costs using information from recent bids. We will proactively identify potential challenges and provide options for solutions. The City may want to consider direct purchases of play equipment and site features to control final costs and delivery lead time. In the last year, we have seen 30 to 40-week lead times on equipment and a 30% cost escalation between time of final plans and construction order. We are experienced in assisting cities and communities to weigh the pros and cons of various equipment and scope alternatives to maximize the value for the investments of project budget. What are the maintenance needs of the green infrastructure system? What is the product warranty on play structures? Is a solar powered irrigation control a better use of funds than a new electrical meter connection?

BUILDING PROJECTS THAT ENDURE

While community engagement is the foundation of CPTED principles; we will also bring our experience with CPTED to provide ease of surveillance while maintaining the "retreat" atmosphere of the park. In evaluating options, we will consider resistance to vandalism and ease of maintenance. A well-maintained space is less vandalized. We will work with the staff to coordinate design details with City maintenance practices.

Our team is a seasoned leader in introducing sustainable practices to public projects. We helped to found the ReScape (formerly Bay-Friendly) coalition. Over a decade ago, we introduced the first rain gardens into San Pablo Avenue in El Cerrito and know what works in the long term. It will be a high priority of our team to incorporate timeless design elements that can be realistically built and maintained, so that the Bush Avenue community can enjoy their new park for decades to come.



Final design and construction will need to respect neighbors' relationship to future park



Educational signage & pollinator planting at Everett N. "Eddie" Souza Park in Santa Clara, CA



A youth intern engaging pop-up booth visitors for the Keiser Park Master Plan in Windsor, CA



The Lounge Pocket Park at BLVD in Dublin, CA - which utilizes Silva Cells and bio-treatment soil throughout the community.

BUSH AVENUE POCKET PARK - WORK PLAN | San Pablo, CA**TASK 1 – PROJECT KICK-OFF**

The objective of this task is to develop an understanding of project and site opportunities and constraints through review of previous studies, site reconnaissance and research.

Subtask 1.1 – Project Initiation Management

Gates to organize kickoff meeting with City staff. We anticipate that the following will be discussed at this meeting:

- Roles and communication- protocols between team members, and City staff.
- Review project goals and challenges.
- Discuss and adopt a baseline schedule with key milestones for the project.
- Identify background / resource materials.
- Review public outreach strategy.
- Identify potential stakeholders and contact info.

Review available existing documents including:

- City Standards
- Grant applications
- Concept plans and budget
- Other relevant materials

Conduct monthly virtual check in calls to monitor project process and address outstanding issues. GATES to maintain project log, prepare agenda and facilitate meetings.

Subtask 1.2 – Field Reconnaissance

Site Visit to develop greater understanding of relationships to neighbors, the project site, character, and community culture. Identify water conserving, low-maintenance plant palette for the various site conditions, including storm water treatment area that can adjust for fast drainage soils as well as occasional inundation.

Subtask 1.3 – Base Map Preparation

Prepare a topographic survey depicting the existing site features and utility information for the property. Additional utility information will be collected through record data from the local utility agencies and the City of San Pablo. This information will be compiled into a CAD drawing and will be utilized as the base map for our drawing package.

Subtask 1.4 – Subterranean Investigation

Our team will pothole up to three (3) locations on the site. The locations will be chosen based on the desired location of the proposed improvements and to confirm utility depths at crucial points of connection. Additionally, the intent for the potholing is to verify there are no existing below grade structures that may inhibit the proposed improvements.

DELIVERABLES:

Project Schedule
Check In Log / Agenda and Meeting Notes
Project Base Map / Survey
Produce Green Infrastructure Draft & Final Memo

MEETINGS:

Kick Off/ Site Visit (1)
Monthly Check-In (Virtual) (8)

TASK 2 – GREEN INFRASTRUCTURE INVESTIGATION

The objective of this task is to determine potential green infrastructure options for the adjacent public roadways.

- Explore feasibility and costs associated with developing green infrastructure along Park frontage to accommodate run-off from Bush Ave. and 17th Street.
- Identify extent of existing sidewalk and curb reconstruction required for project.
- Develop draft memo describing benefit and costs for review with staff.
- Prepare final memo

DELIVERABLES:

Produce Green Infrastructure Draft & Final Memo

MEETINGS:

City Staff (2)

TASK 3 – UTILITY COORDINATION

The objective of this task is to file applications with utility agencies serving the site.

- Reach out to utility companies to coordinate water and electrical connection.
- Submit requests for utility connections and relocation of service if necessary. Fee by City.
- Scope assumes overhead utilities will NOT be located underground as part of this effort.

DELIVERABLES:

Utility Service Applications

MEETINGS:

Utility Agency Staff (3)

TASK 4 – OUTREACH & ENGAGEMENT

The objective of this task is to solicit input from the local community on potential concept designs.

Subtask 4.1 – Community Outreach Plan / Materials

Work with staff to develop a community outreach plan. The plan will include:

- Scheduling and planning for community outreach events.
- Develop project tagline / logo to be a consistent brand in all outreach communication.
- Prepare outreach collateral pieces (flyer, postcard, site signage, etc.). Update for each meeting.
Assume 3 pieces in both English and Spanish (City to print, mail, and post materials)
- Schedule for notification, events, and awareness efforts (social media, local postings, etc.)
- Work with the City to identify appropriate neighborhood communication channels. These might include:
 - Social media (Facebook, Instagram, Twitter, NextDoor)
 - Flyer at local church and markets
 - Newsletter for local schools / community groups
 - Signage at project site
- Community mailings (consultant provides content, City to mail)

Subtask 4.2 – Community Workshops / Charettes

Host 2 neighborhood-wide meetings pop-up events on site. Each event will provide project updates and interactive opportunities for Neighbors to provide feedback and input to the project. Meetings will be offered in simultaneous Spanish translation. (Consultant will provide Spanish speaking staff at each event)

Prepare meeting exhibits to stimulate discussion.

Community Meeting #1 – “Where are we now?” and “What do we want?”

- Collaborate with Neighbors to identify preferred options/design solution priorities
- Define criteria for success

Community Meeting #2 – Construction Update

- Review timeline, construction impacts, and contract numbers

Plan, prepare exhibits, facilitate and prepare summary of each meeting.

Subtask 4.3 – Youth Interns (Optional)

Engage local youth to participate in outreach activities in order to help marginalized segments of the community feel more comfortable providing input and feedback about the project.

- Solicit youth interns to provide support at site pop-up event.

Identify candidates, provide training, and schedule interns to work alongside consultant staff.

DELIVERABLES:

Public Engagement Plan

Outreach collateral pieces (4)

Exhibits, agendas & summaries for Community workshops

MEETINGS:

Virtual youth intern training (1)

Community Meeting (2)

TASK 5 – CONSTRUCTION DOCUMENTS

The objective of this task is to provide construction documentation for the successful implementation of project design.

Subtask 5.1 – Preliminary Design

Based on the concept plan, grant application, and city input; prepare a refined design plan and options that align with project budget. Identify potential cost alternatives (electrical meters and solar power).

- Prepare exhibits to solicit community input on final design of site & selections of features including fencing, play equipment, site furnishings, paving and plant materials.

Subtask 5.2 – 65% Plans and Specifications

Based on community input, prepare plans & specifications including:

- Cover sheets and general notes
- Existing conditions and demolition plan
- Layout plans and details
- Grading Plans
- Planting plans and details
- Play equipment layout
- Irrigation plans and details based on as built information provided by the City
- Construction details (fencing, play area surfacing and equipment, bike loop, site furnishing, and shade elements)
- Storm water management/erosion control plan including sizing and calculations for any potential green infrastructure and any drain improvements.
- Utility improvement plan
- Technical specifications using the 2018 State Standard

Prepare the detailed engineer's estimate of probable construction costs identifying final pay and specialty items as described in Specifications. The engineers estimate shall be accompanied by two independently performed sets of quantity calculations.

Subtask 5.3 – 65% Cost Estimate & Schedule

Prepare construction schedule and identify an appropriate allocation of working days for construction work.

Subtask 5.4 – 95% PS&E

- Meet with City to review response to 65% PS&E
- Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. This includes response to comments, action items and person responsible for follow up.
- Update plans, specifications, and cost estimates; identify any potential ADD ALTS.
- Structural calculation for equipment & site features provided by manufacturers
- Prepare water budget calculation

DELIVERABLES:

Preliminary Design Plans and Alternates with Magnitude of Costs
65% PS&E
95% PS&E (electronic)

MEETINGS:

City Staff (2)

TASK 6 – BID DOCUMENT**Subtask 6.1 – Bid Document**

- Meet with staff to review final comments on 95% PS&E
- Respond to final comments conducting internal quality control for bid and constructability
- Prepare 100% signed plans and specs.

DELIVERABLES:

100% PS&E electronic & signed hard copy

MEETINGS:

City Staff (1)

TASK 7 – BID SUPPORT

Subtask 7.1 – Bid Support

- Support City staff: prepare response to bid questions and addendums as needed.
- Assist with evaluation of bids.

TASK 8 – CONSTRUCTION SUPPORT

Subtask 8.1 – Construction Support

- Attendance at pre-construction conference
- Review of submittals/shop drawings and respond within two (2) business days
- Respond to RFI's in timely manner
- A representative from GATES shall participate in a monthly construction meeting
- Prepare project punch list at beginning and end of established period

DELIVERABLES:

Punch List Memo

MEETINGS:

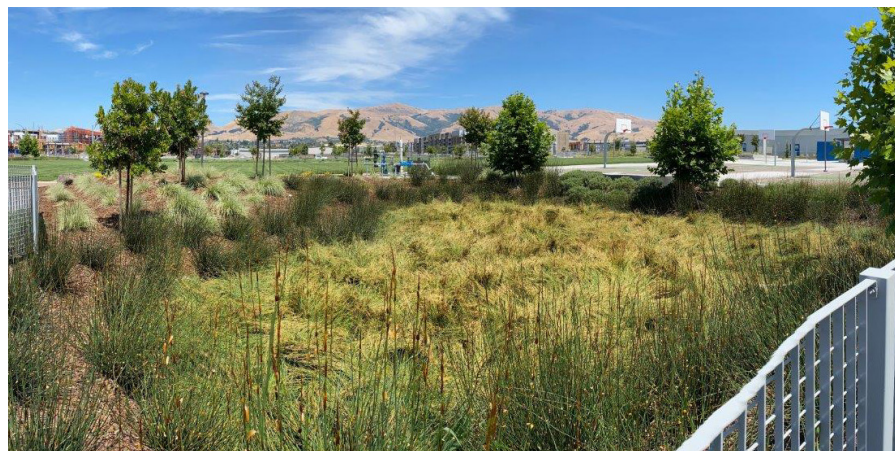
Preconstruction	(1)
Construction Meeting	(6)
Punch Walks	(2)



Restroom with green roof, surrounded by drought-tolerant planting at Doyle Hollis Park in Emeryville, CA



Public art at entry to Butterfly Knoll Park in Dublin, CA



Bioretention area adjacent to basketball courts at the joint-use Lila Bringham Community Park in Fremont, CA



A-Frame in Spanish to raise awareness for the Keiser Park Master Plan



7. SCHEDULE OF WORK

		2022					2023										2024						
		Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	
TASK 1 - PROJECT KICK-OFF																							
Subtask 1.1	Project Initiation Management	■																					
Subtask 1.2	Field Reconnaissance	■	■	■																			
Subtask 1.3	Base Map Preparation	■	■	■																			
Subtask 1.4	Subterranean Investigation		■	■																			
TASK 2 - GREEN INFRASTRUCTURE INVESTIGATION																							
Subtask 2.1					■	■	■	■															
TASK 3 - UTILITY COORDINATION																							
Subtask 3.1						■	■	■	■														
TASK 4 - OUTREACH & ENGAGEMENT																							
Subtask 4.1	Community Outreach Plan / Materials			■	■	■	■	■	■	■													
Subtask 4.2	Community Workshops / Charettes					■	■	■	■	■													
Subtask 4.3	Youth Interns (OPTIONAL)																						
TASK 5 - CONSTRUCTION DOCUMENTS																							
Subtask 5.1	Preliminary Design						■	■		■	■												
Subtask 5.2	65% Plans & Specifications							■	■	■													
Subtask 5.3	65% Cost Estimate & Schedule								■	■													
Subtask 5.4	95% PS&E									■	■	■	■										
TASK 6 - BID DOCUMENT																							
Subtask 6.1	Bid Document											■	■	■									
TASK 7 - BID SUPPORT																							
Subtask 7.1	Bid Support																						
TASK 8 - CONSTRUCTION SUPPORT																							
Subtask 8.1	Construction Support																						

* For Tasks 7 and 8, Gates will provide contracted services during duration of project bidding & construction.



9. METHOD OF PAYMENT

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:

RATE PER HOUR:

Partner	\$200.00 - \$230.00
Principal	\$185.00 - \$200.00
Associate Principal	\$165.00 - \$185.00
Senior Associate	\$145.00 - \$165.00
Job Captain	\$135.00 - \$145.00
Sr. Irrigation Designer	\$180.00 - \$200.00
Community Outreach Facilitator	\$145.00 - \$175.00
Marketing Coordinator	\$95.00 - \$145.00
Administrative/Drafter	\$90.00 - \$135.00

II. EXPENSES (REIMBURSABLES)

A. Consultants at approximately the same rates indicated above or on consultant fee schedules.

B. Other direct expenses at cost which may include:

1. Printing and reproduction costs.
2. Mileage and travel costs.
3. Miscellaneous

Hourly rates may be adjusted on January 1 of each year and shall apply for any services rendered after that date.



Casey Case
Managing Partner



CSW/Stuber-Stroeh Engineering Group, Inc.

Engineers | Land Planners | Surveyors

Berkeley
 Novato
 Petaluma
 Pleasanton
 Redwood City
 Richmond

BILLING RATE SCHEDULE

Effective January 1, 2022 – December 31, 2022

ENGINEERING SERVICES HOURLY RATES

Senior Engineer	\$ 180.00
Engineer I, II, III	\$ 129.00, \$ 157.00, \$ 175.00
Technician	\$ 118.00
Engineering Assistant	\$91.00

SURVEY SERVICES HOURLY RATES

Senior Surveyor	\$180.00
Surveyor I, II, III	\$ 129.00, \$ 157.00, \$ 175.00
Technician	\$ 118.00
Surveying Assistant	\$91.00
Two Person Survey Party	\$ 283.00
One Person Survey Party	\$ 195.00
Aerial Drone Surveyor	\$ 195.00

OTHER PROFESSIONAL RATES

Principal	\$ 231.00 - \$ 258.00
Associate Principal	\$ 221.00
Project Manager	\$ 196.00 - \$ 216.00
Construction Manager	\$ 211.00
Resident Engineer	\$ 155.00
Technical Writer	\$ 124.00
Graphic Illustrator	\$ 118.00
Project Assistant	\$ 91.00

- All expenses for transportation (mileage, bridge fare, etc.) will be charged at the Internal Revenue Service rate plus 10%.
- Filing fees, checking fees, prints, and other outside costs (such as agency submittal/permit fees etc.) will be charged at cost, plus service charges at the rate of 10%.
- Billing will be monthly net 30 days.



10. REFERENCES

BENISON TRAN

Senior Civil Engineer

City of Santa Clara

1500 Warburton Ave., Santa Clara, CA, 95050

Tel: (408) 615-3016

Email: BTran@santaclaraca.gov

Project: Homeridge Park Rehabilitation - Homeridge Park is a 6-acre park nestled in a residential area bounded on one side by Saratoga Creek. As the prime consultant to the City of Santa Clara, Gates collaborated with Sandis civil engineers to rehabilitate and redesign the playground into a forest nature-themed play area that is designed for all abilities and ages. Offering play structures for ages 2-5 and 6-12, there is also a sand play area, rock climbing, a tree swing and treehouse slide.

Gates led interactive workshops to gather input from both stakeholders and the community, in order to develop a preferred plan with strong community support. In addition to trees and an open meadow, the revitalized park features a picnic area, basketball court, restrooms, and off-street parking.

ROGER RAVENSTAD

City Landscape Architecture/Parks Planning & Design Manager

City of Fremont

Address: 3300 Capitol Avenue, Fremont, CA 94538

Tel: (510) 494-4723

Email: rravenstad@fremont.gov

Project: Lila Bringhurst Community Park — Gates + Associates worked with the City of Fremont on a number of projects within the Warm Springs District including Warm Springs BART and Lila Bringhurst Community Park. The 4-acre park includes play areas, an amphitheater, loop trail, butterfly garden, outdoor learning area, a multi-use field, and an expanded hard court area. The project required DSA approval, and through extensive collaboration with DSA, a community restroom at the park is accessible during peak use periods.

TODD TRIMBLE

Parks & Recreation Director

28 Orinda Way, Orinda, CA 94563

City of Orinda

Tel: (925) 253-4202

Email: ttrimble@cityoforinda.org

Project: Crossroads Park (Orinda Mini Park) - Since 2014, Gates + Associates has been working with the City to transform the corner of Camino Pablo and Brookwood into an updated “mini park” that will create a distinct and welcoming entrance into the City of Orinda. Gates designed the concept plan which was approved by City Council in 2018, and after 3 years of delays due to funding, leasing issues and effects of the pandemic, the project has progressed into construction document development. The newly named “Crossroads Park” may include an art piece or low flow fountain, as well as new paving, a landscaped berm, California native plantings and corner gateway signage.



Chess/Checker Tables at Hill Recreation Area



Adult Fitness Area at Imagine Playground, Dublin, CA



Rain Gardens along San Pablo Avenue, El Cerrito, CA



Community Garden at Everett N. “Eddie” Souza Park



11. CONSULTANT CONTRACT STATEMENT

Gates + Associates is prepared to accept the City's RFP conditions for the **Bush Avenue Pocket Park Project**, the requirements listed within and the City's Consultant Agreement Sample (Attachment 1) without any exceptions.



Watercolor rendering of an event plaza in a park setting

BUSH AVENUE POCKET PARK

San Pablo, CA

TASK 1 – PROJECT KICK-OFF

The objective of this task is to develop an understanding of project and site opportunities and constraints through review of previous studies, site reconnaissance and research.

Subtask 1.1 – Project Initiation Management

Gates to organize kickoff meeting with City staff. We anticipate that the following will be discussed at this meeting:

- Roles and communication - protocols between team members, and City staff.
- Review project goals and challenges.
- Discuss and adopt a baseline schedule with key milestones for the project.
- Identify background / resource materials.
- Review public outreach strategy.
- Identify potential stakeholders and contact info.

Review available existing documents including:

- City Standards
- Grant applications
- Concept plans and budget
- Other relevant materials

Conduct monthly virtual check in calls to monitor project process and address outstanding issues. GATES to maintain project log, prepare agenda and facilitate meetings.

Subtask 1.2 – Field Reconnaissance

Site Visit to develop greater understanding of relationships to neighbors, the project site, character, and community culture. Identify water conserving, low-maintenance plant palette for the various site conditions.

Subtask 1.3 – Base Map Preparation

Prepare a topographic survey depicting the existing site features and utility information for the property. Additional utility information will be collected through record data from the local utility agencies and the City of San Pablo. This information will be compiled into a CAD drawing and will be utilized as the base map for our drawing package.

DELIVERABLES:

Project Schedule
Check In Log / Agenda and Meeting Notes
Project Base Map/Survey

MEETINGS:

Kick Off/ Site Visit (1)
Monthly Check-In Virtual (6)

TASK 2 – OUTREACH & ENGAGEMENT

The objective of this task is to solicit input from the local community on potential concept designs.

Subtask 2.1 – Community Outreach Materials

Coordinate with City staff on the Community Outreach Materials and Schedule including:

- Scheduling and planning for community outreach events.

- Prepare basic outreach collateral pieces (flyer and mailer.). Update for each meeting.
Assume 2 pieces in both English and Spanish (All translation services to be provided by the City. City to print, mail, and post materials)
- Schedule for notification, events, and awareness efforts (social media, local postings, etc.)
- Work with the City to identify appropriate neighborhood communication channels. City to post all online content. These might include:
 - Social media (Facebook, Instagram, Twitter, NextDoor)
 - Flyer at local church and markets
 - Mailers
 - Signage at project site
- Coordination of community mailings (consultant provides content, City to mail)

Subtask 2.2 – Community Workshops / Charettes

Host 1 neighborhood-wide design charrette pop-up event on site or at a local event. Provide project update and interactive opportunities for Neighbors to provide feedback and input to the project design. City shall provide simultaneous Spanish translation. Event to be attended by 1 design staff member.

Prepare meeting exhibits to stimulate discussion.

Community Meeting #1 – “Where are we now?” and “What do we want?”

- Collaborate with Neighbors to identify preferred options/design solution priorities
- Define criteria for success

Community Meeting #2 – Construction Update

- Review timeline, construction impacts, and contract numbers

Plan, prepare exhibits, facilitate and prepare summary of each meeting.

DELIVERABLES:

Outreach collateral pieces (2)
Exhibits, agendas & summaries for Community workshops

MEETINGS:

Community Meetings (2)

TASK 3 – CONSTRUCTION DOCUMENTS

The objective of this task is to provide construction documentation for the successful implementation of project design.

Subtask 3.1 – Preliminary Design

Based on the concept plan, grant application, and city input; prepare a refined design plan and options that align with project budget. Identify potential cost saving options. (solar power).

- Prepare exhibits to solicit community input on final design of site & selections of features including fencing, play equipment, site furnishings, paving and plant materials.

Subtask 3.2 – 65% Plans and Specifications

Based on community input, prepare plans & specifications including:

- A. Cover sheets and general notes
- B. Existing conditions and demolition plan
- C. Layout plans and details
- D. Grading Plans

- E. Planting plans and details
- F. Play equipment layout
- G. Irrigation plans and details based on as built information provided by the City
- H. Solar light fixture specification (Title 24 excluded).
- I. Construction details (fencing, play area surfacing and equipment, bike loop, site furnishing, and shade elements)
- J. Technical specifications using the 2018 State Standard

Prepare the detailed engineer's estimate of probable construction costs identifying final pay and specialty items as described in Specifications. The engineers estimate shall be accompanied by two independently performed sets of quantity calculations.

Exclusions and assumptions.

1. Lighting shall be battery or solar operated. Title 24 requirements not included.
2. No offsite work will be required.
3. No alternate layouts or bid options alternate shall be included.

Subtask 3.3 – 65% Cost Estimate & Schedule

Prepare construction schedule and identify an appropriate allocation of working days for construction work.

Subtask 3.4 – 95% PS&E

- Meet with City to review response to 65% PS&E
- Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. This includes response to comments, action items and person responsible for follow up.
- Update plans, specifications, and cost estimates; identify any potential ADD ALTS.
- Structural calculation for equipment & site features provided by manufacturers
- Prepare water budget calculation

DELIVERABLES:

Preliminary Design Plans and Alternates with Magnitude of Costs
65% PS&E
95% PS&E (electronic)

MEETINGS:

City Staff (2)

TASK 4 – BID DOCUMENT

Subtask 4.1 – Bid Document

- Meet with staff to review final comments on 95% PS&E
- Respond to final comments conducting internal quality control for bid and constructability
- Prepare 100% signed plans and specs.

DELIVERABLES:

100% PS&E electronic & signed hard copy

MEETINGS:

City Staff (1)

TASK 5 – BID SUPPORT

Subtask 5.1 – Bid Support

- Support City staff: prepare response to bid questions and addendums as needed.

- Assist with evaluation of bids.

TASK 6 – CONSTRUCTION SUPPORT

Subtask 6.1 – Construction Support

- Attendance at pre-construction conference
- Respond to RFI's in timely manner
- City shall review all construction submittals and provide punch walk reviews

DELIVERABLES:

Response to RFI's

MEETINGS:

Preconstruction

(1)

Task 7: OPTIONAL SERVICES

Subtask 7.1 – Utility Coordination

The objective of this task is to file applications with utility agencies serving the site.

- Reach out to utility companies to coordinate electrical service connection.
- Submit requests for electrical service connection and relocation of service if necessary. Fee by City.
- Scope assumes overhead utilities will NOT be located underground as part of this effort.

Subtask 7.2 – Boundary Survey

Provide Boundary survey as part of the topographic survey services. This process will be documented with a Record of Survey per 8762 of the Professional Land Surveyors' Act (business and professions code).

The fee for the Boundary Survey will be negotiated upon request.

DELIVERABLES:

Utility Service Application
Boundary Survey

MEETINGS:

Utility Agency Staff

(3)

Project Assumptions

Outreach services are limited to the development of basic flyers and mailers.

Outreach plan and organization, community notifications, and translation services shall be provided by the City of San Pablo.

The project manager shall attend the Community Outreach event. City shall provide additional staff to support the outreach efforts.

Construction Bid Support and Construction Support is limited to the hours noted within the fee sheet.

SUMMARY BY COMPANY			
	GATES + ASSOCIATES	CSW	SUBTOTAL
TASK 1 - PROJECT KICK-OFF			
Subtotal Fee	\$1,955	\$8,424	\$10,379
TASK 2- OUTREACH AND ENGAGEMENT			
Subtotal Fee	\$3,399	\$0	\$3,399
TASK 3 - CONSTRUCTION DOCUMENTS			
Subtotal Fee	\$40,930	\$16,218	\$57,148
TASK 4 - BID DOCUMENT			
Subtotal Fee	\$6,240	\$1,400	\$7,640
TASK 5 - BID SUPPORT			
Subtotal Fee	\$990	\$1,132	\$2,122
TASK 6 - CONSTRUCTION SUPPORT			
Subtotal Fee	\$990	\$700	\$1,690
TOTAL BASE SCOPE FEE	\$54,504	\$27,874	\$82,378
Reimbursable Allowance	\$ 500	\$ 500	\$ 1,000
TASK 7 - OPTIONAL SERVICES			
Subtotal Fee	\$330	\$7,292	\$7,622
TOTAL WITH OPTIONAL TASKS			\$90,000