

AMENDMENT NO. 1 TO THE AGREEMENT  
BETWEEN THE CITY OF SAN MATEO AND  
CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE

WHEREAS, the City of San Mateo (“City”), a municipal corporation of the State of California, and Callander Associates Landscape Architecture, entered into an Agreement for landscape architecture services (“Agreement”) on September 2, 2022; and

WHEREAS, City and Callander Associates Landscape Architecture wish to amend the Agreement effective \_\_\_\_\_ to modify the indemnity provision, add scope of work, and increase compensation.

NOW, THEREFORE, the parties agree as follows:

1. Section 11 – Indemnity, of the Agreement is deleted in its entirety and replaced with the following:

SECTION 11 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT’s negligence, recklessness or willful misconduct to the maximum extent permitted by state law. To the extent permitted by Civil Code section 2782.8, CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONSULTANT’S duty to indemnify shall survive expiration or early termination of this Agreement.

2. The following is added to Exhibit A, Scope of Work:

**5.1.1 DESIGN DEVELOPMENT SUBMITTAL UPDATES**

1. **Public Presentation Package:** Compile updated swing design and play area color options (previously completed) into a package for the City’s use in presenting to the public.
2. **Additional Effort and Inefficiency:** During the Task 1 phase, additional effort was required to clarify the project process and design direction. Tasks included back and forth email correspondence, the project clarification meeting on 2/24/23 including preparation and follow up, as well as changing direction on what should be included within the additional services proposal which required coordination with our subconsultant team.

### **5.1.2 PW AND GEOTECH REPORT COORDINATION**

- 1. Public Works Coordination:** Includes an additional virtual meeting held on 1/4/23. It is assumed that all future meetings with PW will be grouped into a single meeting with all other reviewing parties and no separate meetings or coordination will be required.
- 2. Geotech Report Coordination and Review:** Includes sixteen (16) hours of previous Geotechnical Engineer coordination above and beyond the original scope and Twenty-six (26) hours ongoing coordination with the Geotechnical Engineer and design team to help finalize the Geotech report. Ongoing coordination includes virtual conference calls (up to 2 total), report reviews and comments, phone calls as necessary, and email correspondence. Based on the Geotech Report, update the arborist report to coordinate with the Geotech's recommendations. Allow for four (4) hours of updates.

### **5.1.3 CONSTRUCTION DOCUMENT INCORPORATION**

- 1. 90%, 100% and Bid Submittal PS&E's:** Based on above decisions, incorporate the proposed lighting design for the entire site and associative design impacts into the **construction documents packages**. This includes review of the fixture specification provided, identification of any fatal flaws, and preparation of construction documents that will detail the removal and replacement of the heads only.

### **5.1.4 BUILDING PERMIT SUBMITTAL**

- 1. Building Permit Submittal Kick-off Meeting (Optional Service):** Facilitate an in-person meeting with you and Building Department staff to confirm the building permit application requirements and schedule. The goal of the meeting is to confirm the building permit process and requirements. **Prepare a meeting summary.**
- 2. Building Permit Submittal:** Based on above decisions incorporate additional information required by Building Department into **building permit submittal package** (Bid submittal PS&E). The package would utilize the bid submittal package with an updated name on the cover sheet, title block and specifications and include additional information as required by the Building Department including structural calculations for lighting footings. The City is responsible for all application forms and fees associated with the building permit submittal.
- 3. Building Permit Processing:** Based upon the Building Department's and Parks & Rec's comments on the above submittal, provide **response to comments** and revisions to the **building permit submittal**. We are assuming up to two rounds of comments including review meetings for each round of comments. Additional submittals and/or plans not stated

above will require additional services. For each round of revisions provide an electronic copy of the planning application to you for delivery to City Building Department.

4. **DMA Maps and C.3 Reports (Optional Service):** Based on Building Department requirements, develop a **drainage management area map**, additional **C.3 calculations** and **water quality treatment report**. Allow for 2 rounds of comments.
5. **Finalize Bid Submittal:** Based on approved building permit submit, update package for public bid. Updates include renaming of cover sheet, title block and specifications. Submit one (1) digitally sign pdf copy of **bid package** to the City for bidding purposes.
6. **Encroachment Permit:** No additional services provided. If required, it's assumed the contractor will be required to submit the encroachment permit application and required documents.

#### **5.2.1 CONSTRUCTION MANAGEMENT SERVICES AND ADDITIONAL ARBORIST REVIEWS (OPTIONAL SERVICE)**

1. **Bidding Phase:** CALA will provide the following services during the bidding phase of the project.
  - a. **Requests for Information:** Respond to questions during the bid period and issue addenda as necessary.
  - b. **Pre-Bid Meeting:** Prepare for and facilitate a pre-bid meeting. Including preparing **agenda**, facilitating meeting, and preparing **meeting summary**.
  - c. **Bid Analysis:** Review bids, provide analysis, and make recommendations to the city.
  - d. **Preconstruction Conference:** Conduct pre-construction conference. Including preparing **agenda**, facilitating meeting, and preparing **meeting summary**.
2. **Construction Phase:** CALA will provide the following services during the construction phase of the project. We are assuming 23 combined (multiple staff levels) hours per week for a 7-month duration.
  - a. **Coordination Meetings:** Conduct weekly or bi-weekly progress meetings as necessary based upon the construction schedule. Review shall include review of current and look ahead operations, critical path items, submittal logs, etc.

Including preparing **agenda**, facilitating meeting, and preparing **meeting summary**.

- b. **Site Visits:** Conduct weekly site visits to review progress followed by written field reports.
  - c. **Requests for Information:** Review and respond to contractor's requests for information (RFI's) as related to the contract documents.
  - d. **Coordination of Related Work:** Coordinate testing and inspection services.
  - e. **Submittals:** Review and process required submittals and samples. Maintain **submittal log**.
  - f. **Photo Log:** Retain a digital **pictorial logbook** of construction activities.
  - g. **Schedule:** Review Contractor's construction schedule, request updates as appropriate, and track delays or accelerations based on actual Contractor operations.
  - h. **Working Day Statement:** Maintain and provide **Working Day Statements**.
  - i. **Change Orders:** Review, negotiate and prepare **change orders** as necessary and review with the city for approval.
  - j. **Payment Requests:** Receive and process contractor payment requests and submit to the city for payment.
  - k. **Substantial Completion Review:** Upon notification from the contractor that the project is substantially complete, perform and site walk through and provide "**punch list**" items and follow-up with corrective measures.
3. **Post Construction Phase:** CALA will provide the following services during the postconstruction phase of the project. We are assuming 4 combined (multiple staff levels) hours per week for a 3-month duration.
- a. **Final Review:** Upon completion of the maintenance period, conduct a final site review with all pertinent parties. Review completion of punch list items. Submit **field report** with any outstanding issues. Continue reviews until work is deemed complete.
  - b. **Final Payment:** Process and recommend final payment request.

c. **Record Drawings:** Review record drawings with Contractor. Preparation of final record drawings has been previously included.

d. **Close-out Documents:** Review and forward all close-out documents.

4. **Additional Arborist Construction Reviews:** During construction, allow for sixty (60) hours of on-site observations by our arborist during trenching, grading and other construction activities that could affect the existing trees.

3. The following is added to Exhibit B, Payment Terms:

<b>SUMMARY BASIC SERVICES (FEES 5.1.1 to 5.1.4)</b>						
		<b>Hrs</b>	<b>CALA</b>	<b>SEC</b>	<b>Wilsey Ham</b>	<b>TOTAL</b>
5.1.1	Design Development Submittal Updates (hourly)	35.50	\$6,450.00	\$ -	\$ -	\$6,450.00
5.1.2	PW and Geotech Report Coordination (hourly)	64.00	\$11,180.00	\$550.00	\$2,172.00	\$13,902.00
5.1.3	Construction Documents Incorporation (hourly)	11.00	\$1,812.00	\$1,760.00	\$ -	\$3,572.00
5.1.4	Building Permit Submittal (hourly)	124.00	\$19,611.00	\$2,970.00	\$8,660.00	\$31,241.00
	Reimbursables		\$1953.00	\$ -	\$25.00	\$1,978.00
<b>TOTAL BASIC SERVICES</b>		<b>234.50</b>	<b>\$41,006.00</b>	<b>\$5,280.00</b>	<b>\$10,857.00</b>	<b>\$57,143.00</b>

<b>SUMMARY OPTIONAL SERVICES (FEES 5.1.4.1 AND 5.1.4.4)</b>						
		<b>Hrs</b>	<b>CALA</b>	<b>SEC</b>	<b>Wilsey Ham</b>	<b>TOTAL</b>
5.1.4.1	Building Permit Submittal Kick-off Meeting	9.00	\$1,583.00	\$ -	\$ -	\$1,583.00
5.1.4.4	DMA Maps and C.3 Reports	2.00	\$342.00	\$-	\$9,553.00	\$9,895.00
	Reimbursables (allowance)		\$97.00	\$ -	\$ -	\$97.00
<b>TOTAL BASIC SERVICES</b>		<b>11.00</b>	<b>\$2,022.00</b>	<b>\$ -</b>	<b>\$9,553.00</b>	<b>\$11,575.00</b>
<b>TOTAL BASIC + OPTIONAL</b>						<b>\$68,718.00</b>

<b>SUMMARY OPTIONAL CONSTRUCTION MANAGEMENT SERVICES (FEES 5.2.1)</b>				
		<b>Hrs</b>	<b>CALA</b>	<b>TOTAL</b>
5.2.1	Construction Management Services and Additional Arborist Reviews (hourly)	860.00	\$152,470.00	\$152,470.00
	Reimbursables		\$11,436.00	\$11,436.00
<b>TOTAL BASIC SERVICES</b>		<b>860.00</b>	<b>\$163,906.00</b>	<b>\$163,906.00</b>

4. The remaining terms of the Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and have executed this Agreement on  
\_\_\_\_\_.

CITY OF SAN MATEO

CONSULTANT

\_\_\_\_\_  
Joanne Magrini Date  
Director, Parks and Recreation

\_\_\_\_\_  
Brian Fletcher Date  
Its Authorized Agent  
President

If a Corporation, can be either 1)  
President or 2) Vice President plus  
an additional corporate officer  
(i.e., Secretary, Treasurer) who

APPROVED AS TO FORM

ADDITIONAL CORPORATE  
OFFICER  
(if necessary per the above)

\_\_\_\_\_  
Mazarin Vakharia Date  
Assistant City Attorney

\_\_\_\_\_  
Date