

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
R.E.Y. ENGINEERS, INC.**

THIS AGREEMENT is made and entered into this ___ day of December, 2021 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and R.E.Y. ENGINEERS, INC., a California Corporation, 905 Sutter Street, Suite 200, Folsom, California 95630 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering and design services for the 2022 Street Rehab Project, Street Striping, and Bollard Installation, City Project No. PWP-00120, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on December 13, 2021 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times

observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work as set forth in Consultant's Proposal to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **One Hundred Seventy-five Thousand Dollars (\$175,000.00)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set

forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **November 15, 2022**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **February 15, 2023** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation

insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may

procure such insurance at Consultant's sole cost and expense."

- (c) With respect to Consultant's commercial general liability coverage: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be Assistant Director of Engineering,

Chantell O'Neal. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates Aaron Brusatori, PE as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Aaron Brusatori, PE
R.E.Y. Engineers, Inc.
905 Sutter St., Suite 200
Folsom, CA 95630
Tel: 916-366-3040
Fax: 916-366-3303

IF TO CITY:

City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City,

its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or 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 the 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, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and

subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____
Tabatha Miller
Its: City Manager

By: _____
Jim Fisher, PE
Its: Principal in Charge

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney



E. SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Fort Bragg is systematically identifying, designing, and constructing surface improvements throughout the City, implementing the goals of the 2017 Pavement Management Program. The 2022 Streets Rehab, Street Striping and Bollard Installation Project is a continuation of that effort. With the 2022 Project, the City intends to rehabilitate eight (8) identified streets, replace striping, pavement legends and raised pavement markers on nine (9) streets, and add removable bollards to select locations in the Central Business District (CBD). To better understand this project, our team performed site visits on November 22 and November 30. We also reviewed the following documents: 2018 Street Safety Plan, 2017 Pavement Management Program Update Final Report and the 2004 Storm Drain Master Plan. The limits of this project as are generally described in the tables below.

Work Limits

1. Street Rehabilitation					
Primary Streets					
Street	Area (sf) (RFP)	PCI (RFP)	Width (ft) (2017 PMP)	Length (ft)*	Recommended Treatment (RFP)
Boatyard St.	32,185	71	41	785	AC Overlay 2"
East Chestnut St.	19,920	18	40	480	Full Depth HMA
North Franklin St.	47,432	87	43	1,100**	Digout and Repair
South Franklin St.	43,564	72	43	1,010**	Digout and Repair
South Harold St.	10,192	25	16	640	Reconstruct
West Fir St.	35,475	16	43	825	AC Overlay 2"
TOTAL	188,768	-	-	4,840	-
Secondary Streets					
Street	Area (sf) (RFP)	PCI (RFP)	Width (ft) (2017 PMP)	Length (ft)*	Recommended Treatment (RFP)
Azalea Circle	10,450	22	38	275	Reconstruct
Penitenti Way	10,450	25	38	275	Reconstruct
TOTAL	20,900	-	-	550	-

*Length was calculated by dividing the area by the street width reported in the Section Description Inventory from the 2017 PMP (pages 33 to 38). Work limits will be clarified with the City prior to start of work.

**Figure 1 of the RFP shows Franklin St. from Cypress St. to E. Bush St. (approximately 6,000 lf) as selected for rehab. Our proposal assumes that the rehab area of Franklin St. is approximately 2,110 lf as calculated and described above. Work limits on N. and S. Franklin St. will be clarified with the City prior to start of work.

2. Street Striping		
Street	Begin	End
E. Chestnut St.	SR 1	S. Franklin St.
S. Lincoln St.	E. Chestnut St.	Willow St.
S. Harold St.	Maple St.	E. Oak St.
E. Oak St.	SR 1	31460 E. Oak St.
N. Franklin	E. Oak St.	E. Manzanita St.
E. Redwood Ave.	SR 1	N. Harold
E. Pine St.	SR 1	N. Corry St.
E. Manzanita St.	SR 1	N. Franklin

3. Bollard Placement		
New Proposed Bollards		
Primary Street	Intersecting Street	Location
N. Franklin St.	E. Oak St.	South Side
E. Oak St.	N100E	West Side
E. Alder St.	N100D/N200D	East Side
E. Alder St.	N100E/N200E	West Side
E. Redwood Ave.	N200D/N300D	East Side



3. Bollard Placement

New Proposed Bollards		
Primary Street	Intersecting Street	Location
E. Redwood Ave.	N200E/N300E	West Side
E. Laurel St.	N300D/N400D	East Side
E. Laurel St.	N300E/N400E	West Side
Pine St.	N400E/N500E	West Side
Central Business District Added Bollards		
Primary Street	Intersecting Street	Location
N. Franklin St.	E. Redwood Ave.	South Side
N. Franklin St.	E. Laurel St.	South Side

Rehabilitation Methods

With the design of the 2020 Maple Street Storm Drain and Alley Rehabilitation project, we evaluated several pavement rehabilitation methods and found that due to the remote location of the City of Fort Bragg, methods such as Full Depth Reclamation or Cold In-Place Recycling were not viable, cost-effective alternatives.

We also confirmed, with our geotechnical investigation, that there were strong subgrade soils within that project's limits allowing us to optimize pavement design and reduce construction costs. For the 2022 project, we will also utilize geotechnical investigation, to optimize pavement design. While this approach may cost more during design, we anticipate that the City will save at least three times the design cost during construction.

Street Rehabilitation

The City has identified eight (8) streets to receive surface treatments with this project consisting of structural overlays, digouts and repairs, and reconstruction, including full depth HMA or other means. The total length of the streets to receive surface treatments is just over 1 mile. Figure 1 of the RFP shows the general location of the work areas. The surface treatment areas for each street will be clarified by the city with specific start and stop locations, prior to dispatching our survey crews.

Boatyard St.: Work area limits on Boatyard St are understood to extend north, from the observed 'newer pavement' aligned with the yield sign near SR20 to the newer pavement observed near the north driveway into the Harvest Market (180 Boatyard Dr.).

Overall, the surface is in fairly good condition, consistent with the reported PCI of 71. Several areas are identified as requiring digouts and replacement of the asphalt surface, and others showed visible signs of base failure. This street may be a good candidate for localized surface and base repairs and the application of an engineered overlay or other surface treatment.

The pavement surface changes near the curb returns at State Route (SR) 20. Work within the Caltrans Right of Way, if necessary, will require a Caltrans Encroachment Permit.

East Chestnut St.: Work area limits on East Chestnut Street are understood to extend east from the Caltrans right of way which is assumed to be the east crosswalk stripe to through the curb returns on the east side of the intersection with S Franklin St.

The surface of E. Chestnut St. changes several times within the work area. Areas of base failure, as well as surface failure, are evident. Localized repair of the failure areas may allow for a less intensive rehabilitation than the full depth HMA proposed in the RFP.

Traffic loops for the signal at E. Chestnut and SR 1 will need to be replaced with this project and will require coordination with Caltrans and likely an encroachment permit.

North and South Franklin St.: Work limits on North and South Franklin extend from N. Harbor Dr. to South St. and are then intermittent, between E. Cypress St. and E. Bush St. The work limits on North and South Franklin will need to be clarified by the City prior to start of work.



Between E. Cypress St. and E. Bush St, raveling was observed with areas of visible surface and base failure. Failure areas were observed primarily within the travel lanes. The shoulders/parking lanes show less signs of distress. This street is a candidate for localized repairs and a slurry seal or microsurface.

Some of the colored and textured pavements may need to be reconstructed in the Central Business District. We have experience with several different methods which could be employed to replace the colored and textured pavements including stamped and stained asphalt and TrafficPatternsXD, a thermoplastic product that can be applied to asphalt surfaces.

South Harold St.: Work area limits on South Harold St. are understood to extend south from the face of curb at Chestnut St. to the end of the street.

This street has defects that include trench patches and base failures. This street is a likely candidate for removal of the existing pavement and replacement with full depth HMA. Full depth HMA may be applied similar to the detail used to reconstruct alleys with the 2020 project.

West Fir St.: The 2019 Streets Rehabilitation project included the design of an overlay treatment which, ultimately, was not constructed due to funding constraints. The limits of that project extended from the west end of Fir St., 825 ft east terminating between the cross-walk stripes near SR1. We are assuming that the work limits will be the same for this project.

Raveling, shoving and cracking were observed along this street. Base failure was not frequently observed. This street may be a good candidate for localized surface and base repairs and application of an overlay as previously proposed.

Azalea Circle St.: Work area limits on Azalea Circle are understood to extend west from the face of curb at S. Sanderson Way to the end of the Cul-de-sac.

Severe raveling and aging defects were observed along this street. Base failure does not appear to be a significant defect. This street may be a good candidate for removal of the existing HMA, recompaction of the existing base and application of a new HMA surface.

Penitenti Way: Work area limits on Penitenti St. are understood to extend west from the face of curb at S. Sanderson Way to the end of the Cul-de-sac.

Severe raveling and aging defects were observed along this street. Base failure does not appear to be a significant defect. This street may be a good candidate for removal of the existing HMA, recompaction of the existing base and application of a new HMA surface.

ADA Improvements: Per the United States Department of Justice (USDOJ) and Department of Transportation (USDOT), pavement rehabilitation projects that include an overlay or major alteration to the pavement surface require that existing curb ramps be improved to current Americans with Disabilities Act (ADA) standards, where necessary, and curb ramps be installed, where none exist, at locations where a sidewalk or other pedestrian walkway crosses a curb. However, the USDOJ and USDOT interpretation of the ADA does not require installation of ramps or curb ramps in the absence of a pedestrian walkway with a prepared surface for pedestrian use. Where maintenance treatments are applied, ADA improvements are not required. Where required, standard ADA construction details will be used. In locations where conflicts with utility poles, drain inlets or existing grades present challenges, ADA improvements will be designed to meet the location-specific requirements.



S. Franklin St. at Madrone St. - Change in pavement surface can be clearly seen on Madrone St. This project may consider extension of surface treatment limits to this location and other similar locations to present a continuous finished product.



Our review of the project shows improvements will likely be required at the following locations:

ADA Improvements				
Ramp No.	Primary Street	Intersecting Street/Address	Quadrant	Notes
1	Boatyard St.	180 Boatyard St.	Northeast	New City Type G curb ramp at T-Intersection. Extended curb and gutter replacement to fix ponding & slope may be required.
2	E. Chestnut St.	SR 1 (Caltrans)	Northeast	New Caltrans Standard Case B curb ramp – One Ramp Installation on corner. Relocation to center ramp will be evaluated. MH adjustment likely. Crosswalk markings need to be corrected to allow crossing to northwest corner.
3	E. Chestnut St.	SR 1 (Caltrans)	Southeast	New Caltrans Standard Case C curb ramp – One Ramp Installation on corner. Relocation to center ramp to be evaluated. MH adjustment likely. Crosswalk markings need to be corrected to allow crossing to southwest corner.
4	S. Franklin St.	South St.	East	New Ramp will be needed if reconstruction limits extend to the valley gutter at South Street. New City Type E (blended) curb ramp to match other existing curb ramps at intersection. New crosswalk marking requires to provide safe crossing to north Corner. Pedestrian Barrier required. 50' of new sidewalk is recommended to fill gap in sidewalk to the south to connect sidewalk to new ramp.
5	S. Franklin St.	N. Harbor Dr.	Northeast & Southeast	It appears there is no existing pedestrian walkway that crosses a curb at this intersection. If a curb ramp at the Northeast and Southeast corner are preferred by the City, then improvements will include two new custom curb ramp designs (non-standard) with a section of new sidewalk to fill in gap and a new driveway crossing. <i>We have not included the design of these curb ramps in our fee proposal.</i>
6*	S. Harold St.	E. Chestnut St.	Southwest	New custom (non-standard) curb ramp and bulb-out to align with Southeast curb ramp with bulb out.
7*	S. Harold St.	E. Chestnut St.	Southeast	New custom (non-standard) curb ramp and bulb-out to get around FH and utility pole on east side. May need to relocate DI.
8	W. Fir St.	SR 1 (Caltrans)	Southwest	New Caltrans Standard Case CM (blended) curb ramp similar to existing conditions with new curb and gutter. Could be avoided if improvements begin west of crosswalk.
9	W. Fir St.	SR 1 (Caltrans)	Northwest	New Caltrans Standard Case CM (blended) curb ramp similar to existing conditions with new curb and gutter. Could be avoided if improvements begin west of crosswalk.
10	W. Fir St.	Stewart St.	Northeast	New City Type G curb ramp.
11	W. Fir St.	Stewart St.	Southeast	New City Type G curb ramp and drain inlet adjustment. May need to acquire ROW due to utility pole.
12	W. Fir St.	Stewart St.	Southwest	New City Type G curb ramp.
13	W. Fir St.	Stewart St.	Northwest	New City Type G curb ramp.
14	W. Fir St.	West St.	Northeast	New City Type G curb ramp.
15	W. Fir St.	West St.	Southeast	New City Type G curb ramp.
16	Azalea Circle	S. Sanderson Way	Northwest	New City Type G curb ramp.
17	Azalea Circle	S. Sanderson Way	Southwest	New City Type G curb ramp.



ADA Improvements				
Ramp No.	Primary Street	Intersecting Street/Address	Quadrant	Notes
18*	Penitenti Way	S. Sanderson Way	Northwest	New City Type G curb ramp with bulb out due to existing sidewalk with 3-foot width.
19*	Penitenti Way	S. Sanderson Way	Southwest	New City Type G curb ramp and bulb out to align with new Northwest curb with ramp bulb out.

*Curb ramps which require custom designs

Utility Coordination: Work around existing utilities will require documentation and coordination with the utility owners. Manhole lids and valve boxes were observed on the surface throughout the project limits which will require adjustment to grade within the proposed work area. The excavation required to rehabilitate the paved surfaces is expected to have a maximum depth of 8" to 12" which should avoid most standard depth underground utilities. If a pocket of clayey soil is discovered, deeper excavation may be required to mitigate.

With the 2020 Project, we crossed several shallow utilities, which are challenging. From utility maps, we will identify underground facilities within the work area and the utilities that we will be crossing and coordinate with the City to pothole specific locations with their crews.

Storm Drain: Existing paved surfaces within the work area may have poor drainage. Adjacent properties often convey storm water to the road surface using under sidewalk drains. The proposed design should maintain and/or improve, when necessary, the surface drainage conditions, including maintaining the existing under sidewalk drains. Missing gutter sections may be installed in specific areas to improve surface drainage.

Underground storm drainage improvements are not identified as a component of this RFP. The 2004 Storm Drain Master Plan recommends installation of underground conduits within Franklin St. and Fir St. A new 30" conduit is recommended for installation in Franklin St. between Pine St. and Fir St. A new 48" conduit is identified within Fir St. between SR1 and West St. Should the City decide to include the master plan storm drain improvements with this project, R.E.Y. has included an **optional** scope of work task to design the underground improvements, including an optional Utility Mark and Locate task.

Street Striping

As stated in the RFP, pavement surface markings are essential in conveying direction and guidance to drivers and pedestrians. The 2018 Street Safety Plan included public engagement and analysis of existing conditions and presented recommendations for striping implementation along Pine St., within the limits of this project. The concepts of the 2018 Safety Plan may be implemented on the other streets within this project. We will look to that plan and the MUTCD to develop striping plans.

Bollard Placement

The City, in coordination with the Central Business District, has identified locations for the placement of removable bollards. The purpose of the bollards is to limit vehicular traffic and protect pedestrians during special events such as the farmers market, parades and car shows. Proposed bollards will be similar to the existing removable bollards which are located on N. Franklin St. between E. Laurel St. and E. Pine St.

Post Construction Stormwater Management

We have reviewed the Mendocino County Low Impact Development Standards Manual and found that the City of Fort Bragg is outside of the MS4 area and does not need to comply with those standards. Consistent with the Construction General Permit (CGP), water pollution control plans will be prepared and included with the design documents.

California Environmental Quality Act (CEQA)

Section 15301(c) of CEQA provides a categorical exemption for projects on existing highways and streets which do not create additional automobile travel lanes. This project is consistent with 15301(c) and the appropriate CEQA document will be filing of a Notice of Exemption (NOE).



Project Budget

We understand that the City has adopted the 2022 Capital Improvement Program which includes a project construction budget \$1.7M. We understand that the City would like to construct the project in 2022. We have observed construction costs to be higher on projects bid in the summer. With a summer bid period, we will adjust the unit costs in our engineers cost estimates accordingly.

We will apply unit costs, projected from the 2020 Maple Street Storm Drain and Alley Rehabilitation project (table below) to develop construction budgets, early in the design process. This will help us to determine if work limit adjustments will need to be made to deliver the project within budget.

Estimated Unit Costs

Bid Item	Units of Measure	Unit Cost
Remove Base and Surfacing	CY	\$150.00
Adjust Utility to Grade	EA	\$1,760.00
Conform Grind	LF	\$18.00
HMA	Ton	\$210.00
HMA Overlay 2"	SF	\$2.60
HMA Overlay 1.5"	SF	\$1.95
Slurry Seal (Type II)	SF	\$6.90
Concrete Sidewalk	SF	\$27.00
Traffic Stripe	LF	\$1.95

PROJECT APPROACH

Our approach includes a clear definition of the existing conditions and thoughtful development of solutions to remedy observed deficiencies and achieve compliance with ADA. We have included tasks in our base scope of services to perform a rigorous field investigation that will sample and analyze the existing road sections and soils and define the topography so we can design cost-effective pavement rehabilitation and ADA compliance improvements. As part of our optional tasks, we have proposed locating underground utilities and designing drainage improvements to minimize utility conflicts during construction and resolve drainage deficiencies.

Information Gathering: Our Project Manager, Aaron Brusatori, will meet with City staff to discuss what worked well for the City on previous projects, understand what can be improved upon, we will review observations, and further clarify project objectives. We will collect all available supplemental information from the City such as utility maps for water and sewer, right of way maps, utility contact information, confirm recent bid documents and bid results as well as comments or correspondence with adjacent land owners that may provide valuable insight into the project, (we want the City, businesses, and the residents happy with the finished product). We will then reach out to utility providers and request facility maps to help identify the underground utilities which may present conflicts with the proposed surface treatments. Using the information collected, we will then refine our field investigation plan and schedule field investigation work. The subsequent field work will include collection of topography, measuring of inverts and manholes and geotechnical investigation.

In the information gathering stage, we ask the city to paint specific locations for underground service alerts for our geotechnical investigation. We will provide maps and direction for each mark out location.

Pavement Assessment: Our pavement assessment efforts include pavement analytics, boots on the ground observations, geotechnical investigation, and laboratory testing.

Figure 1 of the RFP indicates surface treatments including; ac overlay of 2", full depth HMA, digout and repair, and reconstruct. While digout and repair solutions are straight forward, overlay, full depth HMA, and reconstruct solutions require specific information for cost-effective solutions. Our approach will ensure we deliver cost-effective solutions.

Pavement analytics will be performed using the LiDAR data that is collected with our topographic survey. This data be used to create a map and to quantify the area of surface defects for digout repair. This information will then be verified with a boots-on-the-ground survey. We have found that when the area of defects exceeds 20% of the area



of the street section, reconstruction is likely a more cost-effective solution. We will confirm the quantity of digouts and determine a cost-effective solution.

We performed laboratory testing on two subgrade samples with the 2020 Maple Street Storm Drain and Alley Rehabilitation project found that the R-Values were more than 10 times higher than the assumed R-Value of 5 which is required when laboratory testing is not available according to the City of Fort Bragg Standard Specifications. The high R-Values of the subgrade soils allowed for a cost-effective engineered pavement design. For this project, we will perform select pavement cores to determine the depth of the existing pavement and base materials and to collect subgrade samples for laboratory testing and to establish R-Values. Engineered pavement design will be performed using this information.

The value of the geotechnical investigation can be illustrated with the following example:

The minimum structural sections for streets classified as Minor & Cul-de-Sac is 3" HMA over 6" of Class II AB, as required by the City Standards. If laboratory testing proves R-Values of 40 or more, the minimum structural section can be replaced with a section of 2.5" HMA over 4.5" AB. This results in a savings of \$1.24/square foot. Applied to the total area of S. Harold St, Azalea Circle and Penitenti Way, the project can realize a savings of \$38,000!

The products of our field work will be used to develop and evaluate the surface treatments recommended in the PMP as well as alternative solutions for presentation to and selection by the City.

Optional Task: We have included optional tasks for the design of the storm Drainage system which is identified in the 2004 Storm Drainage Master plan. If the City wants to include these storm drainage improvements into the project, we have developed a scope of work to facilitate the design. With the storm drainage design, we recommend utilization of SiteScan to locate and mark the underground utilities within the proposed conduit alignment, prior to our field surveying, as this allows us to consider utility crossing locations and depths, before we establish the alignment. With the completion of 60% storm drainage design, we will coordinate with the City to pothole and measure underground utility crossings. The storm drainage design is an **optional task** which is not included in our base scope of services.

Letter Report: A letter report will be prepared to summarize the findings from our pavement analytics and geotechnical investigation. We will present options for surface treatments, including application of structural sections from the City Standards and our engineered pavement designs. A high-level budgetary cost estimate will also be prepared, which applies the unit costs for surface treatment options to the areas of surface treatment shown in Figure 1 of the RFP.

The Letter Report can be utilized by the City to facilitate selection of preferred design solutions for inclusion with the final design. The final Letter Report will reflect the selections made by the City and memorialize our path forward.

Plan Development: The selected design solutions from the Letter Report will be advanced into the Plans, Specifications and Estimates (PS&E). Construction documents will be prepared to describe the work required of the contractor. These documents will be submitted to the City for review and comment. All plan comments will be tracked in a comments matrix which will be submitted with the subsequent submittal, to ensure that each item is addressed. Layout and striping plans will be prepared at 40 scale.

We are planning to prepare specific construction details for ADA ramps 6, 7, 18 and 19 identified in the ADA Ramp table above. These curb ramps will be shown in construction details at 5 or 10 scale, depending upon complexity, and will include callouts for slopes and grades.

All other curb ramps will be noted for replacement with standard plans or details consistent with Caltrans and or city standards. The plan sheets will identify these ramps by type and list the area of concrete removal and replacement required for each, but will not include location specific grades or slopes.

Quality Assurance: Principals of R.E.Y. will perform reviews of documents prior to submittal to the City. Care will be taken to ensure that the construction documents meet our internal quality standards.



SCOPE OF SERVICES

Our Scope of Services will incorporate the Project Approach effort as clarified in the tasks identified below. Our scope of services is based upon our knowledge of the proposed project and our experiences with similar projects. We have included the value-added services, which we believe will result in a reduction in construction costs. R.E.Y. is willing to discuss the value of this effort to determine if the City would like to include these services. Our services will be delivered under the following tasks with the assumptions listed:

Scope Tasks

1. Project Management
2. Utility Coordination
3. Surveying
4. Pavement Assessment and Verification
5. Soil Investigation / Pavement Evaluation
6. Letter Report
7. Plans, Specifications and Estimates
8. Bid Period Services and Construction Support

Assumptions

- Proposed improvements will be contained within existing right of way and land acquisitions (permanent or temporary) will not be necessary
- *Coordination with the State Architects office is not required (no work is proposed on school property)*
- *Permits to enter and construct will be obtained by others*
- *The City will clarify the limits of work within each of the subject street sections prior to dispatch of survey crews*
- *The project's CEQA document will be a Categorical Exemption (15301 Existing Facilities)*
- *ADA Compliance will be included only where required by law, and clarified by FHWA in this document: https://www.fhwa.dot.gov/civilrights/programs/doj_fhwa_ta.cfm*
- *Proposed ADA improvements will be contained within existing impervious areas, and additional impervious surfaces will be designed to be less than 5,000 square feet*
- *Three project meetings will be conducted with the City to facilitate the review and approval of the construction documents, one on-site and two others will be virtual*
- *The City will assist with placing 'door hangers' requesting residents to move vehicles parked along the street to facilitate topographic mapping and measuring of inverts within drain inlets*
- *The City will provide front end bid documents*
- *The City will mark out the locations of missing or damaged gutter and or curb and gutter that they want upgraded with the project prior to the Mobile LiDAR scan*
- *The City, using R.E.Y. provided maps, will mark out geotechnical exploration areas for USA*

Task 1: Project Management

1.01 Project Coordination: R.E.Y. will manage the project team from notice to proceed through 100% Plans, Specifications and Estimates. We will prepare monthly invoices which will be submitted with status reports.

Project Manager, Aaron Brusatori, will coordinate with internal resources as well as our subconsultants to document topography, pavement soils information and subsurface utility locations. Our team will coordinate with City-forces to pothole locations where utility conflicts are probable based on existing data.

We will reach out to Caltrans to inform them of possible encroachments into their rights of way. We will provide additional details and prepare an encroachment permit application with the PS&E phase.

"During my years as a County Supervisor and Transportation Commission member I always appreciated Aaron's ability to present any given project to the Board and public clearly and concisely. He was always knowledgeable about the project, anticipated potential areas of concern and had possible solutions prepared. All while remaining objective and open minded to alternative suggestions from either the Board or public."

John Plasse, Commissioner, Amador County Transportation Commission and Retired Amador County Supervisor



Throughout the design and project delivery process, Aaron will conduct brief, bi-weekly, check in calls. These calls help to address questions and keep the project on schedule. If any action items are generated during these calls, they will be memorialized with a summary email.

1.02 Meetings: The project will include three formal meetings, one in-person and two virtual.

Our project will begin with a virtual Kick-Off meeting with the City. This is our first coordinated Team collaboration and will set the course of the project.

The second meeting is proposed shortly after submittal of the Draft Letter Report. The surveying and geotechnical investigation will have also been completed prior to this meeting. In this meeting City staff and Aaron will meet to review the findings and solutions presented in the Draft Letter Report, this will be an in-person meeting at the City office. We will have opportunity to observe and discuss specific areas of concern while in the field. Upon conclusion of that meeting, or shortly thereafter, it is expected that the City will have selected alternatives and provided direction for incorporation into the Plans, Specifications and Estimates.

The third meeting, virtual, is proposed after the City, has reviewed the 60% construction documents. We will conduct a conference call with the City to discuss the comments received and further develop or clarify solutions. We may also discuss construction funding opportunities so that the project may be adjusted to fit the available budget. We may work with City Staff to identify potential cost savings and/or phasing to meet known construction funding objectives at that time.

1.03 Phase II MS4: We will document that the City of Fort Bragg is outside of the MS4 Area limits as shown in the County of Mendocino Low Impact Development Standards Manual, Version 2.2 – May 2021. Although this project is not subject to MS4 requirements, water pollution control plans and details will be included in our design for conformance with the Construction General Permit (CGP).

1.04 CEQA NOE: We will prepare a Notice of Exemption for endorsement by the City and final recordation with the County of Mendocino.

Deliverables: Contract, budget and schedule management, coordination with the City and subconsultants, monthly summary of work and invoices, up to 3 meetings with City Staff, meeting agendas and minutes, prepared in digital .pdf format and 8.5"x11" hard copies, as applicable.

Task 2: Utility Coordination

2.01 Utility Letters: At project inception, R.E.Y. will send out A letters to the appropriate utility companies to obtain system maps prior to performance of field work. These maps will be used to focus the utility locating efforts within the work area. After City review and comment on the 60% design, R.E.Y. will identify any utility conflicts and send out Utility B letters to the appropriate utility purveyor(s). After City review of the 100% design, R.E.Y. will send out Utility C letters to the affected utility purveyors.

Task 3: Surveying

R.E.Y. will dispatch field crews to collect topography. Our survey work includes two stage effort with conventional and LiDAR data collection.

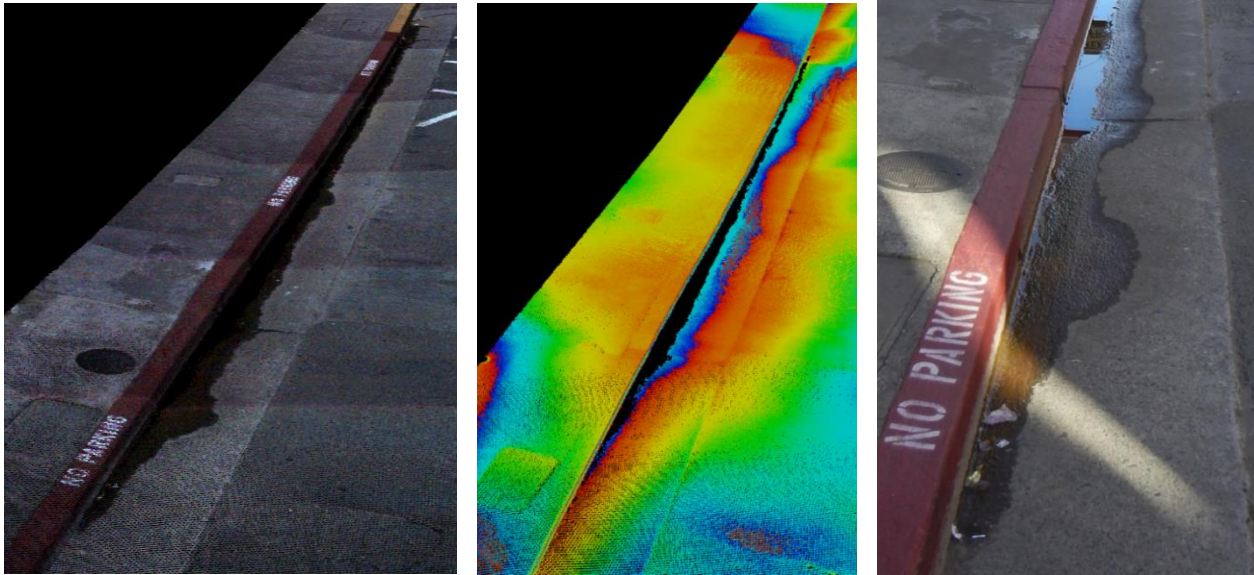
3.01 Topography: To define the project area topography, R.E.Y. will use a combination of terrestrial LiDAR and conventional surveying. Our engineers will work with our Survey crews to define the areas where the benefits of a dense LiDAR point cloud can be realized to document drainage flow patterns and to facilitate the design of non-standard ADA improvements. For the streets which are only to receive striping, the collected data will be extracted to establish limits of existing pavement, these areas will not be vertically controlled.



R.E.Y. LiDAR Data SR1 at Pine St.



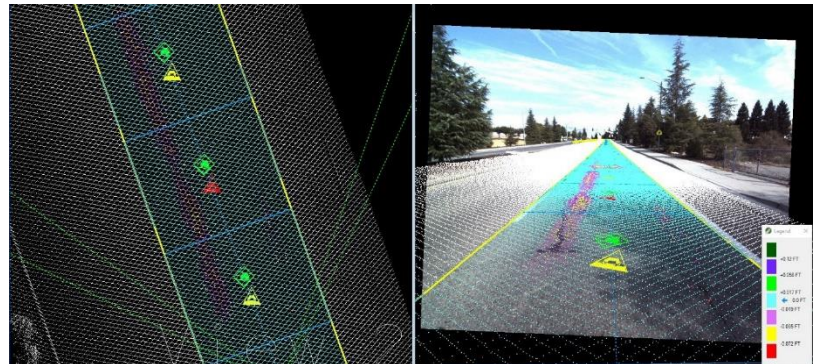
3.02 Right of Way Determination: It is assumed that all of the proposed improvements will fall within existing City rights of way. Depiction of existing rights of way will be based upon best-fitting record dimensions to physical improvements along the streets planned for pavement rehabilitation.



LiDAR Data Set – Gutter Drainage

Task 4: Pavement Assessment and Verification

4.01 Pavement Analytics: From the LiDAR data, we can extract lane lines which will be used as the bounds for each individual lanes' automated pavement condition analysis. Using TopoDOT software, we will create grids the width of the lane and 11' long, establish a plane using the dense point cloud, and identify any deviations from that plane. Based on the characteristics of the deviation, it will be classified as "rutting", "corrugation", "pothole", "bump", or "depression", and each will be colored green, yellow, and red based on severity. The software will generate a report using ASTM D6433 severity threshold standards and indicate where they occur. The report will be used to generate a map of the identified areas which will then be "Ground Verified" with boots on the ground observations, to confirm the information.



Aerial and traveled lane view of TopoDOT pavement analysis software graphical

In addition, R.E.Y. will be able to utilize the same data that was extracted with the TopoDOT analysis to develop a CAD drawing quantifying the areas requiring dig outs.

4.02 Ground Verification: We will utilize the dig out map from the previous task to verify the locations and quantities of dig outs.

Deliverables: Base map including topography with one-half-foot contours and boundary information derived from records, overhead and underground utility locations, in digital .dwg and hard copy format.

Task 5: Soil Investigation / Pavement Evaluation

To provide cost-effective, alternative solutions, we have included task for Soil Investigation and Pavement Evaluation. The product of this task will be optimization of pavement designs to reduce construction costs.

Geocon will explore and evaluate the existing pavement structural section details and subsurface conditions within the project area and provide appropriate pavement rehabilitation recommendations. Our investigation will include



a field exploration program, geotechnical laboratory testing, engineering analysis, and report preparation. We have included the following tasks to complete this effort:

- Review available project maps and plans to select exploration locations.
- Perform a site reconnaissance to review project limits, existing conditions, and to evaluate exploration equipment access.
- Obtain a business license from the City of Fort Bragg (if/as required).
- Obtain an encroachment permit from the City of Fort Bragg (assumed no fee and bond requirements waived for this City project).
- **City forces** will mark out exploratory excavation locations in the field and Geocon will open an Underground Service Alert (USA) a minimum of two-working days (as required by law) prior to performing exploratory excavations at the site.
- Provide traffic control measures (cone-off work areas and provide necessary signage) during field operations as needed in accordance with City encroachment permit requirements. Given the narrow alley widths, this may require short-term alley closures.
- Perform up to seven (7) pavement cores using a portable electric core drill with a drill rig. Pavement cores will be retained for reference and photo documentation.
- Measure the existing pavement section material thicknesses (HMA and AB, if present) at each core location.
- Perform auger borings at the core locations to depths up to 15 feet to evaluate subsurface soil conditions and observe if shallow groundwater conditions are present.
- Obtain representative material samples (asphalt, aggregate base, and subgrade soil) from the core locations.
- Upon completion, backfill the excavations with sand/pea gravel. Asphalt cores will be patched with cold-patch asphalt concrete or rapid-set concrete per City permit requirements.
- Perform laboratory tests to evaluate pertinent geotechnical parameters.
- Analyze field and laboratory data and prepare a summary report to include (but not be limited to) the following:
 - Site Plan showing locations of pavement cores/borings.
 - Existing pavement structural section material thicknesses at the core locations.
 - Description of site geology
 - Laboratory test results
 - Pavement rehabilitation recommendations
 - Concrete sidewalk, curb and gutter recommendations.
 - Construction considerations.

Deliverables: Soils report, Pavement Design

Task 6: Letter Report

6.01 Draft Letter Report: In the Letter Report, information collected and the products of the field work will be compiled, analyzed, reduced, summarized and presented. The Letter Report will include analysis of constructability and longevity of the proposed pavement rehabilitation solutions along with a high-level budgetary cost estimate which applies the unit costs for surface treatment options to the areas of surface treatment shown in Figure 1 of the RFP.

6.02 Final Letter Report: Upon review of the draft Letter Report, a final Letter Report will be issued memorializing the City's choices.

Deliverables: Draft & Final Letter Report including Cost Estimates in digital .pdf and native file formats.

Task 7: Plans, Specifications and Estimates

R.E.Y. will utilize the topographic information, subsurface investigations, and the City's selected design solutions to prepare construction documents which implement the solutions, improve drainage and provide accessible pedestrian facilities where necessary.

R.E.Y. will make minor modifications to the technical specifications that were prepared for the Maple Street Storm Drain and Alley Rehabilitation project so that they reflect the details for this project.



The technical specifications and special provisions will include City of Fort Bragg Standard Specifications and reference to Caltrans standard plans and specifications, when applicable. The construction contract will include the City's prepared front end contract language along with state contract requirements.

The R.E.Y. team will prepare cost estimates for submittal at the 60%, 90% and 100% design levels. These estimates will be based on quantities calculated from the plans with application of unit costs which consider recently-received bids for projects in Fort Bragg, as well as bid results from projects that are geographically appropriate.

The construction plans will be presented in hard copy on 22"x34" format.

7.01 60% Plans, Bid Item List and Estimate: We will prepare the 60% Plans, Bid item list, and Engineer's Estimate of Probable Construction Cost. The 60% plans will include a cover sheet, note and legend sheet, typical details, ADA detail placeholders, layout sheets at 40 scale, water pollution control plans, and striping plans at 40 scale.

7.02 60% Comment Response Matrix: Once comments on the 60% submittal package have been received, we will prepare a comment response matrix to document the response to comments.

7.03 90% Plans, Specifications and Estimates: The 90% Plans, Technical Specifications and Engineer's Estimate of Probable Construction Cost will be improved and incorporate the 60% comments. Details for 'custom' ADA ramps will be included at 90%. Staging and traffic control requirements will be included in the Special Provisions to provide the contractor the constraints under which they will be working. The City will provide the Front-End Specifications including the Notice to Bidders, Proposal (Agreement), General Conditions, and Special Provisions, etc. R.E.Y. will combine the Technical Specifications with the Front-End Specifications for this submittal. The Engineer's Estimate will be updated to reflect the quantities from the 90% Plans.

7.04 90% Comment Response Matrix: Once comments on the 90% submittal package have been received, we will update the comment response matrix to include the 90% comments.

7.05 Caltrans Encroachment Permit: At the 90% design level, we will prepare an encroachment permit application for Caltrans to facilitate work within their right of way. For this project we expect to replace traffic loops in E. Chestnut St. which serve the traffic signals on SR1, the limits of surface improvements at W Fir St. and Boatyard St. may also encroach into the Caltrans right of way.

7.05 100% (Final) Plans, Specifications and Estimates: Once the comments on the 90% submittal package have been received, we will update the comment matrix and prepare the 100% Plans, Specifications, and Engineer's Estimate of Probable Construction Cost. The 100% submittal will be bid ready.

7.06 60%, 90% and 100% (Final) Storm Drainage Design (Optional Task): Following the same pattern of submittal and review described above, R.E.Y. can prepare plan and profile sheets to facilitate the construction of the storm drainage pipes identified, within the project limits, from the 2004 Storm Drainage Master Plan. The proposed conduits are shown on N. Franklin between Pine St. and Fir St. and on Fir St. between SR1 and West Street. Design of these conduits will require additional effort to mark and locate existing underground utilities.

7.07 Utility Mark and locate for Storm Drain Alignment (Optional Task): SiteScan will utilize ground penetration and other non-destructive methods to locate existing underground facilities and determine approximate depths without excavation. These methods have proven useful in identifying unmapped utilities. Next, the R.E.Y. team will evaluate the burial depths of the located utilities and identify a subset of utility locations for *potholing by City forces*. In this approach, the pothole crews can follow 60% engineered design so that the location of the potholes are more accurate and there is less of a chance that additional potholes will be necessary. The limits for mark and locate will be the street sections above the storm drain conduits identified in the previous task.

7.08 Internal QA/QC: Prior to each submittal to the City, submittal documents will be subject to independent internal review. The comments from the internal review cycles will be addressed prior to submittal.

Deliverables: 60% and 90% PS&E Comment response matrix in .pdf and .xls or .doc format; 60%, and 90% PS&E will include an electronic .pdf copy, as well as digital native formats of the documents, .dwg, .doc, and .xls; 100% PS&E will include an original wet signed and stamped plan set and two (2) hard copies, electronic copy of finished product in digital .dwg format, and Microsoft Word and Excel as applicable.

**Task 8: Bid Period Services and Construction Support**

8.01 Bid Support: Once the bid documents are approved, we will assist the City throughout the bidding process. During the bidding advertisement phase, our team will assist by responding to questions and providing clarifications during the bidding process. We assume the bid support will include assistance with up to eight bidder questions and one bid addendum. Upon receipt of bids, we will prepare a bid analysis spreadsheet to compare contract unit costs and identify any discrepancies.

8.02 Conformed Construction Documents: Once the bidding is complete and a contractor has been selected, all addendums will be merged into one complete set of conformed construction documents.

8.03 Construction Engineering Support: As the design consultant, R.E.Y. will provide a minor amount of construction engineering support as requested by the City and/or construction management team including:

- Respond to Requests for Information (up to five RFI's)
- Provide Design Clarifications and submittal review (up to 10 hours)



F. BUDGET & SCHEDULE OF CHARGES

We have developed a scope of services to deliver the most cost-effective overall project. Our proposal honors what the city has requested in the RFP while incorporating lessons we've learned along the way delivering these types of projects. We understand that our budget exceeds the budget of \$154,000 which is listed in the City of Fort Bragg Adopted Budget FY 2021/22, and we are happy to discuss the assumptions we made and our proposed scope and fee further with the City to find a mutually agreed upon scope of services and level of effort to perform those tasks.

2022 Streets Rehabilitation Project - Fee Estimate	
Scope of Work	Fee
Project Management (6 Months)	\$17,000.00
Utility Coordination	\$5,600.00
Surveying	\$43,000.00
Pavement Condition Assessment Verification	\$9,600.00
Soils Investigation and Pavement Design	\$12,700.00
Letter Report	\$4,000.00
Plans Specifications and Estimates	\$77,000.00
Bid Period Services and Construction Support	\$6,100.00
Total	\$175,000.00

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS