

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this 30th day of March, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and Crawford & Associates, Inc., 100 N. Pine Street, Ukiah, California 95482, a California Corporation ("Consultant").

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: to complete Cypress Street Access design and engineering; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the legislative body of the City on April 13, 2015, by Resolution No. _____-2015 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, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows: 1) Topography & Boundary to include 1a) Topography, Boundary and Existing Conditions plan for Cypress and 1b) Aerial Flight, Orthophoto and Control only for Noyo Beach Trail, Noyo Center, Phase II Trail and Wastewater Treatment Plant (this minimal effort is included in this contract to ensure that topography is efficiently obtained for all future projects in the area, so that future mapping/plans can be obtained from the aerial flights taken at this time); 2) Cypress Avenue Improvements; 3) Geotechnical; 4) Caltrans Coordination; 5) Other Revisions Required; 6) Opinion of Probable Cost; and 7) Staff and Contractor Meetings. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence on April 14, 2015 and expire on December 31, 2015, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed \$95,947 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by **December 31, 2015** (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement,

including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

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.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without

limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature to the extent that such Liability arises out of, or pertains to or relates to the negligence, recklessness, or willful misconduct of Consultant.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. Consultant's response to a request for indemnity shall not affect its underlying obligation to indemnify. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days and Consultant is obligated to provide defense and/or indemnity as set forth herein in this section 10, then in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. Consultant's response to a request for indemnity shall not affect its underlying obligation to indemnify.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement. Notwithstanding the foregoing, Consultant hereby preserves any and all rights to seek contribution from Indemnitees concerning any liability of Consultant that is caused in whole or in part by the negligence, breach of contract, or intentional misconduct of Indemnitees

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

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

11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance, except for Professional Liability coverage which may be on a "per claim" basis, of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. Workers Compensation Insurance. Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities

contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VI unless otherwise approved by the City.

j. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

k. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

13 LICENSES & PERMITS

a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

15. TERMINATION AND REMEDIES

a. City may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its

interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

17. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Community Development Director Marie Jones. Consultant representative for purposes of this Agreement will be Cathy McKeon, Engineer. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

CATHY MCKEON, Engineer
Crawford & Associates, Inc.
100 N Pine Street
Ukiah, California 95482

Any written notice to City shall be sent to:

MARIE JONES, Community Development Director
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, California 95437

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

19. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California

Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

20. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

21. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be

entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. COUNTERPARTS

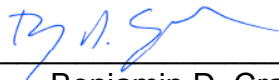
This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

CONSULTANT

By: _____
Linda Ruffing
Its: City Manager

By:  _____
Benjamin D. Crawford
Its: President

ATTEST:

By: _____
Cynthia M. VanWormer, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant’s Proposal

Rev. 2014-03-10

EXHIBIT A
SCOPE OF SERVICES
CITY OF FORT BRAGG
SOUTH FORT BRAGG COASTAL TRAIL REVISIONS

CYPRESS ACCESS AND ALL OTHER REVISIONS SCOPE

SCOPE

1. Topography & Boundary (RAU):

- Additional Topography will be acquired along Cypress Avenue in the area where design level topography is missing. This area is a 60'-100' swath along the proposed Cypress access alignment, for a length of approximately 610 feet, totaling approximately 0.90 acres. This area is shown in Attachment C. The mapping will be based on aerial mapping methods. From the aerial mapping, a 3 dimensional digital terrain model and contours will be developed for use in design grading, drainage and profiles for the access road. This topographic mapping is coordinated with the Part A work to make mapping efficient. If Part A topographic mapping and boundary work is not approved there would be additional costs.
- An Existing Conditions map will be provided that will include the updated topographic mapping, the Boundary between the City Trail Parcel and the GP parcel south of the entrance to establish the need for additional roadway easement or fee title.
- An updated control map will be provided as part of Part B. However, should Part A not be approved the costs associated with Part B would increase.

2. Cypress Avenue Improvements

- Alignment: This will now be the sole access for all vehicles entering the park and the Waste Water Treatment Plant (WWTP) . The access road will be designed to accommodate the truck traffic associated with the WWTP and the park traffic. The roadway alignment at the GP entry gate and at the WWTP will be revised to eliminate any conflicting truck off-tracking, as these are critical congestion areas. In all other areas it is assumed that the trucks can maneuver around each other in straight sections. The roadway will be extended over the airport runway and from the runway north along the existing access road to the WWTP.
- A cul-de-sac will be added at the west end of the new WWTP access road, adjacent to the WWTP gate. Potential conflicts between future trail alignments and the cul-de-sac will be reviewed and considered.
- The GP road will be paved from the Cypress entrance to the first connection with the GP road. From there to the parking area the road will continue to be gravel. The parking area and portion of road along the Airstrip will be paved or is paved. No additional pavement is proposed. The section of road between the airstrip and the WWTP will be gravel.

- The demolition plans will be revised and new sheets added along the full length of the alignment to reflect revised scope of demolition.
- The typical section will be revised and updated to address noted added amenities and clearances, as shown in the City Markup, Attachment D.

3. Geotechnical

Crawford will perform a Geotechnical study to address the cypress road improvements. This work will include:

- Review of project plans and previous data (including test pits by Rau & Associates)
- Site review and assessment of conditions
- Cores of the existing road section to evaluate suitability for vehicle use
- Samples of subgrade soils for R-value testing and new trail pavement sections
- 3 test pits along the Cypress access road
- 3 test pits along the existing trail section
- 3 cores in the runway.

The cores and test pits will be used to develop geotechnical conclusions and recommendations for pavement assessment and structural section design. It is assumed that the City will provide a backhoe and operator for the test pits. At this time no pavement improvements along the runway are included to address pavement deficiencies except for the review noted above.

4. Caltrans Coordination

- Review of the Caltrans As-builts will be performed and any information added to the Existing Conditions Plan. No signal revisions are included in this scope.
- One meeting with Caltrans is included in this scope to confirm existing design at the Cypress Avenue/Highway 01 Entrance.
- Modifications to the signal system/detector loop system (if applicable) are not included.

5. Other Revisions per Attachment C.

- The existing details for fencing/gates will be used.
- Sign designs will be provided for traffic safety and directional needs. Sign designs will be consistent with the current design.
- Lineal fencing along the runway between the south parking area and the north end of the runway will be added to separate the pedestrian traffic from the vehicular traffic. Conceptually this would be a 20' (ped)/30' (vehicle) split. The trail alignment and profile crossing the north end of the runway will be adjusted northwest of the new WWTP access road (currently designed over this road).

6. Opinion of Probable Cost

- A preliminary Opinion of Probable Cost for these revisions (only) will be provided. A full revision of the overall project is not included.

7. Staff and Contractor Meetings

- It is assumed that two staff meetings and one contractor meeting will be attended by the Project Manager. The meeting with Caltrans is included in Task 3.

Deliverables:

- **Revised Sheets**
 - **SPK-1 Parking (20 Scale, REV)**
 - **SCA-2 Demo Plan (40 Scale REV, rename)**
 - **SCA-3 Demo Plan (40 Scale, NEW, Runway)**
 - **SCA-4 Demo Plan (40 Scale, NEW, North to WWTP)**
 - **SCA-5 Cypress Entry Layout (20 Scale, REV, renumber)**
 - **SCA-6 P&P (40 Scale, REV, renumber)**
 - **SCA-7 P&P (40 Scale, NEW, south Runway)**
 - **SCA-8 P&P (40 Scale, NEW, North Runway)**
 - **SCA-9 P&P (40 Scale, North WWTP access)**
 - **SCA-10 (Rev) – Details & typical sections**
 - **SCA-11 (New) - Details**
- **Reports**
 - **Existing Conditions Map**
 - **Control Map**
 - **Geotechnical Report**
 - **Basis of Design Technical Memo**
 - **Drainage Computations**
 - **Preliminary Opinions of Probable**

Cost SCHEDULE

- **It is anticipated that this work would be completed within 120 days of approval to proceed and is assuming the City will need a maximum of two weeks to make decisions and review documents.**

SCOPE TASKS AND ASSIGNMENTS

1. **Project Management (CAinc)**
2. **Document Review (CAinc)**
3. **Site Recon & photo log (CAinc)**
4. **Topographic Mapping (RAU)**
5. **Control Map (RAU)**
6. **Boundary Research/Mapping (RAU)**
7. **Existing Conditions Plan (1 new sheet) (RAU)**
8. **Geotechnical Review and Report (CAinc)**
9. **City Staff Meetings (2) (CAinc)**
10. **Team Meetings (2) (CAinc/HD)**
11. **Caltrans Meeting (1) & Research (CAinc/City)**
12. **Preliminary Road/Trail Layout (CAinc/HD)**
13. **90% Plans (X Revised, X New) (CAinc)**
14. **90% Amendment to Tech Specifications (CAinc/HD)**
15. **90% Cost Estimate (CAinc/HD)**
16. **100% Plans (CAinc)**
17. **100% Amendment to Tech Specifications (CAinc/HD)**
18. **100% Cost Estimate (CAinc/HD)**
19. **Contractor/Staff Meeting (CAinc)**

PART B BUDGET

The cost to perform the services for the South Fort Bragg Coastal Trail Revisions, Part B is \$81,000. A detailed cost estimate is included

CITY RESPONSIBILITIES

1. Review off-tracking and provide guidance as to level of conflict resolution desired. This proposal assumes that the east portion of the access road needs to be realigned to allow clear passage of two trucks at the entrance onto Cypress Avenue and at the WWTP. All other areas are assumed to be acceptable. Prepare City Council exhibits and Staff Report.
2. Coordinate and attend a meeting with Caltrans.
3. Prepare, pay for and submit Encroachment Permit for Caltrans.
4. Review and provide comments on PS&E
5. Provide backhoe and operator for test pits.
6. Provide desired TI on roadway.
7. Provide CEQA environmental review and any special studies
8. Provide final construction bid amendments (Contract Change Orders) and any associated changes to front end bid documents if necessary.