

# "EXHIBIT A"

## PROFESSIONAL SERVICES AGREEMENT

### AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of July, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and WRA Environmental Consultants, 2169-G East Francisco Blvd., San Rafael, CA 94901 ("Consultant").

### RECITALS

**WHEREAS**, City has determined that it requires the following professional services from a consultant: to prepare a conceptual design and feasibility study for the "City Surrounded by a Trail" project; 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 July 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) Project management and coordination; 2) Facilitate community and planning workshops; 3) Prepare draft work product; 4) Prepare a draft report; 5) Final report and City Council presentation. 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 July 13, 2015 and expire on September 30, 2016 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 \$65,500.00 (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 four (4) 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 **June 30, 2016** (the "Time of Completion").

#### 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, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement 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. 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, 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.

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, 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.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## 11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance 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 by certified mail, return receipt requested, 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

TWO MILLION DOLLARS (\$2,000,000) 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:VII 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 Marie Jones, Community Development Director. Consultant representative for purposes of this Agreement will be George Salvaggio, Principal and Project Manager. 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:

George Salvaggio  
Principal and Project Manager  
WRA Environmental Consultants  
2169-G East Francisco Blvd.  
San Rafael, CA 94901

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, except for Exhibit 2, the terms of which shall remain. 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

By: \_\_\_\_\_  
Linda Ruffing  
Its: City Manager

CONSULTANT

By: \_\_\_\_\_  
George Salvaggio  
Its: Principal and Project Manager

ATTEST:

[Attach Notary Page]

By: \_\_\_\_\_  
Brenda Jourdain  
Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Exhibits: Exhibit 1 – Consultant's Proposal

# EXHIBIT A

WRA, Inc.

## Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design

### SUMMARY OF CHANGES

The scope of work for the project was changed with the goal of reducing the cost of services by \$20K. This represents a significant reduction. We focused the work effort on the key components to develop a successful conceptual design and feasibility study and eliminated or reduced efforts for less important components. The following is a summary of the changes to the scope of work:

- Emphasize trail planning and reduce the emphasis on preliminary engineering and design;
- Reduce Questa Engineering's role on the project - Questa will still take the lead on the development of the in-town trail routes and configurations;
- Change the format of the public meeting to be an all day workshop without City council to facilitate both public input and public comments on the project;
- Omit preparing a final work plan;
- Reduce weekly coordination meetings to monthly coordination meetings with the City. These will be performed by phone;
- Reduce the complexity of the City Council Workshop – change format to a presentation followed by open discussion;
- Eliminate the phase plan;
- Reduce time allocated for the final report;
- Reduce time allocated for presenting the final report to City Council;
- Questa will not attend the community workshop or City council workshop.

### SECTION E - SCOPE OF WORK

#### Task 1. Project Management and Coordination

##### a. Kick-off Meeting

##### i. Review Existing Documents

The WRA team will review the existing information related to the proposed trail alignments to identify initial constraints and opportunities. The existing information will include potential easements, gaps in alignments, soils, slopes, biological data bases (CNDDDB, NWI, etc.). In addition, WRA will download the existing LiDAR data (foot contour intervals) for proposed trail alignments to assist with the initial slope constraints. The data is free and is available from 2009-2011 California Coastal Conservancy LiDAR data set. This data set will be incorporated into a project base map in GIS.

##### ii. Review Community Input from Initial Community Meeting

The project team will review the community input from January 16, 2014 regarding a potential trail alignment along alignments illustrated in the City's General Plan (i.e., up Noyo and Pudding Creek drainages and summarize the main themes and concerns to be incorporated into the baseline existing information.

##### iii. Complete a Site Visit

**Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design**

The WRA team will participate in a site visit with City staff to document existing conditions and to identify opportunities and constraints as it relates to biology and engineering and infrastructure improvements/requirements. During the site visit we will gather and record key information provided by the City staff regarding nuances of each trail alignment. During the site visits the project team will record key locations on a GPS with 1-foot accuracy. GPS locations will include but are not limited to significant biological boundaries (aquatic/biological boundaries, stream crossing locations, steep grades, and other key locations to be considered as part of the alternatives analysis) This information will be summarized and included in the feasibility study.

b. Monthly Phone Communications

As part of the project management, WRA will participate in monthly phone communications with the City's project manager to ensure that budget, timeline, and deliverables are progressing within the terms of the contract.

## Task 2. Facilitate Community and Planning Workshops

WRA makes public involvement fun! WRA will provide a participatory program for the community and City Council to engage with the trail systems project. We use game-like engagement strategies that yield meaningful insight into public preferences and concerns about the project. We offer opportunities to draw, write, speak and engage with experts so that individuals can participate as they are comfortable. Results are well documented, both during and after the meeting.

WRA will facilitate the two groups in separate workshop settings and present factual information on which to base well informed decisions. WRA facilitators will help frame decisions needed to implement the vision of an interconnected trails network serving Fort Brag. WRA will incorporate local knowledge and manage resolution of conflicting interests by focusing on qualitative improvements for the community and identifying conditions needed to reach agreement. To start the process, WRA will evaluate and summarize the issues highlighted in the first community meeting held January 16, 2014.

WRA will develop an outreach program to engage stakeholders and members of the public to build interest and agreement around the project. The program will include outreach to interested groups, the general public and the City Council. The workshop with the City Council could be scheduled before or after the public workshop depending on their desire for either early or final review.

a. Advertise for the Public Meeting

WRA will design an agenda and materials appropriate for both the public meeting and will make concerted efforts to ensure attendance at the meeting. For the public meeting WRA will prepare and distribute the meeting announcements; produce copies of the agendas, and other handout materials; and assist with PowerPoint and other presentation and display materials.

b. Prepare Materials for Public Meeting and City Council Meeting (2 meetings)

WRA will prepare worksheets, exhibits, preliminary alignment options and design alternatives for presentation at the public meeting and a second set of materials for the City Council meeting.

**Proposal for “City Surrounded by a Trail” Feasibility Study and Conceptual Design**

The purpose of the public meeting will be to present trail alignment alternatives and to engage the public about their interests and concerns related to the project. Also City representatives are encouraged to attend to provide policy support. The purpose of the City Council meeting will be based on the sensitivity of the information being presented and could include either a preliminary review the public meeting materials, or a final review of the trail feasibility study with public interests incorporated.

c. **Facilitate and Record the Meetings**

WRA will facilitate both meetings to provide information on alignment alternatives, design, engineering and conservation issues being considered, and will seek feedback from the attendees. WRA will provide leadership for the meeting and graphic recordation of the proceedings. Facilitation will encourage free thinking and the rapid generation of ideas. Comments and questions are recorded on wall sized paper for everyone to see, and to establish a summary of the ideas and discussions. The facilitator will encourage interaction and cooperative participation, and will aid in decision-making during the meetings.

d. **Report on the Meetings**

WRA will prepare meeting notes from both meetings, incorporating the comments, questions and answers generated during the discussions. The meeting notes will be included in the feasibility report.

e. **Project Deliverables**

- Production of public meeting announcements, placement of advertisements in newspapers, and distribution to the City for posting to the project website.
- Preparation of draft meeting support materials, including agendas, handouts and presentations for the public meeting and the City Council meeting for City staff to review two weeks in advance of meeting.
- Final presentations and materials provided in workshop packets to the City for distribution to the City Council one week in advance of their meeting.
- Facilitation of two (2) meetings, one with the public and one with the City Council. WRA will provide all exhibits, easels, writing utensils.
- Meeting notes for public meeting and the City Council meeting will incorporated into the feasibility study.

### **Task 3. Prepare Draft Work Products**

a. **Develop a Trail Alternatives Analysis**

The WRA team will develop alternative trail alignments and evaluate the alternatives. The alternatives analysis will include the pros and cons of each alignment, cost of implementation, and preliminary estimate of feasibility (cost, community acceptance, ease of acquisition) that will be summarized using value scoring system. The WRA team will present to the City Council for feedback and ultimate selection of a preferred alternative(s).

## Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design

For trail segments in rural/natural areas, alternatives will be developed using constraints and opportunities relating to impacts to natural resources (including Environmentally Sensitive Habitat Areas), environmental permitting timeline and costs, soils, slope, and maintenance/upkeep costs, etc.

For trail segments in urban areas, alternatives will be developed using complete streets concepts, and will include innovative design solutions such as use of pavement markings, traffic calming measures, and possibly bicycle boulevards and cycle tracks, as well as more common elements such as bulb outs, median refuge islands, and pedestrian activated countdown signals. The analysis of these alternatives will require traffic analysis.

### b. Develop a Conceptual Plan and Trail Sections for Preferred Alternative(s)

Once the City Council has made a decision regarding the preferred alternative(s), the project team will provide a conceptual plan. The conceptual plan will include the following: topographic maps with trail alignments, illustrations, infrastructure improvement areas, key cultural and biological resources areas and how they interact with the alignment, photos, etc.

### c. Develop a Cost Estimate for Each Trail Section/Alignment

We will develop a cost estimate for each trail segment. The construction cost will include preliminary and final design, environmental review and permitting, construction, and construction management elements.

## Task 4. Prepare a Draft Report

### a. Prepare a Draft Report

#### i. Executive Summary

The executive summary will provide a high level summary of the process used to select the preferred alternative(s) and will discuss key decisions, considerations, and stakeholders input used to make the final conclusions.

#### ii. Introduction

##### 1) Project Background and Objectives

The project background and objectives will describe the background work completed to date and state the objectives of the trail alternatives analysis.

##### 2) Methodology

This section will detail the methodology used by the project team to develop and analyze the trail alternatives.

#### iii. Trail Alternatives Analysis

The trail alternatives analysis will be the most robust section of the report and will detail all of the criteria and considerations used to select the preferred alternative(s).

#### iv. Conceptual Plan and Trail Sections

**Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design**

The conceptual plan will include numerous figures, graphics and photos, topographic maps with trail alignments, infrastructure improvement areas, key cultural and biological resources areas and how they interact with the alignment, etc.

**v. Phasing Plan**

The phasing plan has been omitted from the scope of work.

**vi. Cost Estimates for Each Section/Alignment**

The City recommended that we scale back this task considerably and only provide a top level cost estimate for the trail alternatives. The construction cost will include the cost of preliminary and final design, environmental review and permitting, construction, and construction management elements.

**b. Deliverables**

Two (2) printed copies and one (1) digital copy (Microsoft Word) will be submitted to City staff for review. All supporting documents will be provided in their original software form (not as PDFs); this includes all maps, tables, figures and photos. Hard copies will be mailed to the City. The digital files will be transmitted to the City via email.

**Task 5. Final Report & City Council Presentation****a. Prepare Final Report and Present to City Council**

Once the City staff have completed the review and provided input on the draft report, the project team will incorporate the information into a final report and present the information in the report to the City council.

**b. Final Documentation**

We will provide seven (7) print copies and one (1) digital copy in Microsoft Word of the final report will be provided to City of Fort Bragg staff. Hard copies will be mailed to the City. The digital files will be transmitted to the City via email.



## SECTION F – BUDGET AND SCHEDULE OF CHARGES

The WRA team's estimated budget is included below. Rates for WRA and Questa staff and reimbursable expenses are included in the Appendix of this proposal.

### Cost Proposal - Revised 5/19/2015

		WRA	Questa	Subtotal		
Task 1	<b>Project Management and Coordination</b>					
	Compile base map	\$3,000		\$3,000		
	Acquire and incorporate LiDAR topographic data	\$1,500		\$1,500		
	Review community input from initial community meeting	\$500		\$500		
	Participate in a site visit	\$3,500		\$3,500		
	Monthly coordination with the City	\$1,500		\$1,500	Task Subtotal	\$10,000
	<i>Task Subtotal by Firm</i>	<b>\$10,000</b>	<b>\$0</b>			
Task 2	<b>Facilitate Community and Planning Workshops</b>					
	Community Planning Workshop	\$6,000		\$6,000		
	City Council Workshop	\$4,500		\$4,500	Task Subtotal	\$10,500
	<i>Task Subtotal by Firm</i>	<b>\$10,500</b>	<b>\$0</b>			
Task 3	<b>Prepare Draft Work Products</b>					
	Trail Alternative Analysis	\$12,000	\$2,500	\$14,500		
	Conceptual plans, sections, and profiles	\$5,000	\$3,000	\$8,000		
	Cost Estimates	\$500	\$500	\$1,000	Task Subtotal	\$23,500
	<i>Task Subtotal by Firm</i>	<b>\$17,500</b>	<b>\$6,000</b>			
Task 4	<b>Prepare Draft Report</b>					
		\$12,000	\$3,500	\$15,500	Task Subtotal	\$15,500
	<i>Task Subtotal by Firm</i>	<b>\$12,000</b>	<b>\$3,500</b>			
Task 5	<b>Final Report &amp; City Council Presentation</b>					
	Prepare Final Report	\$2,500	\$1,000	\$3,500		
	Present Final Report to City Council	\$2,500		\$2,500	Task Subtotal	\$6,000
	<i>Task Subtotal by Firm</i>	<b>\$5,000</b>	<b>\$1,000</b>			
	<b>Subtotal by Firm</b>	<b>\$55,000</b>	<b>\$10,500</b>		<b>Total</b>	<b>\$65,500</b>