

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this _____ day of May, 2016 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and KASL Consulting Engineers, 7777 Greenback lane, Suite 104, Citrus Heights, CA, a "Consultant."

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: to prepare plans and specifications for the 2016 Streets and Alleys Rehabilitation 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 May 23, 2016, by Resolution No. _____-2016 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" or "Work") are as follows: preparation of plans and specifications for rehabilitation of priority streets and alleys during the 2016 construction season. Locations include N. Sanderson Way from Cedar St. to the north end, S. Franklin St. from Oak St. to N. Harbor Dr., Boatyard Drive /Ocean View Dr. from Main St. (Highway 1) to Boatyard Shopping Center, the alley between S. Main St. (Highway 1) and S. Franklin St. from Walnut St. to Chestnut St., the alley between S. Whipple and Grove St. from Walnut St. to Chestnut St., the alley between N. Franklin St. and N. McPherson St. from Redwood Ave. to Laurel St., and the alley between Stewart St. and Main St. (Highway 1) from Spruce St. to Elm St. 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

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The Agreement term will commence on May 25, 2016, and expire on August 31, 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 \$93,950 (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 August 31, 2016 (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.

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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. PREVAILING WAGE LAWS

In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which

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the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor, and its subcontractors, must comply with all provisions of the Contract Documents and all applicable laws and regulations, including without limitation Labor Code Sections 1776 and 1810-1815, that apply to wages earned and hours worked in performance of the Work.

Pursuant to California Labor Code Section 1771.1, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). A Contractor may not bid, nor be listed as a subcontractor for any bid proposal submitted for public work without first registering with the DIR and paying the annual fee. Application and renewal are completed online at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor, and its subcontractors, shall be responsible for compliance with Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work for this Project. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

11. 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, whether actual, alleged or threatened, arising out of or in

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connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

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.

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12. 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.

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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

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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.

13. 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.

14. 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.

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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.

15. 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.

16. 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.

17. 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

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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.

18. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Nancy Atkinson, Associate City Engineer. Consultant representative for purposes of this Agreement will be Jack Scroggs, Principal-in-Charge. 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:

KASL Consulting Engineers
7777 Greenback Lane, Suite 104
Citrus Heights, CA 95610

Any written notice to City shall be sent to:

June Lemos, City Clerk
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, California 95437

19. 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.

20. 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

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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.

21. 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.

22. 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.

23. 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.

24. COUNTERPARTS

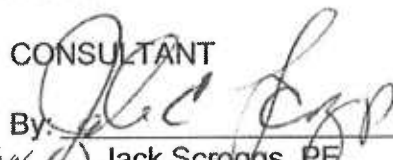
This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

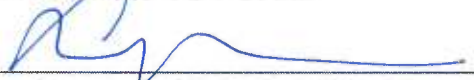
By:  _____
John Jack Scroggs, PE
Its: Principal-in-Charge

ATTEST:

[Attach Notary Page]

By: _____
June Lemos
City Clerk

APPROVED AS TO FORM:

By:  _____
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant's Proposal

Rev. 2016-01-22



E. SCOPE OF WORK

The following scope of work tasks are proposed in response to the City's Request for Proposal.

Document and Data Review

KASL has compiled, from our previous work with the City of Fort Bragg, AutoCAD files of existing water, sewer and storm drainage improvements within and adjacent to the 2016 Project Streets and Alleys. The approximate alignment and size of underground improvements are shown in these files. Vertical data is, however, limited. At some locations depth to flowlines are noted at storm drainage inlets and at storm drainage and sewer manholes. As further described in our scope of work, the alignment of water, sewer and storm drainage facilities will be field verified for each of the Project Streets and Alleys and vertical information will be collected to verify depths to inverts and flowline elevations.

Improvements to existing storm drainage facilities are critical to meeting the objectives of the 2016 Streets and Alleys Rehabilitation Project. Based on review of existing storm water files there are currently no underground storm drainage improvements in North Sanderson Street from Cedar Street to the north end (Street 1). Existing storm drainage facilities are also limited on South Franklin Street from Oak Street to North Harbor Drive (Street 2). There are storm drainage improvements on South Franklin between Hazel Street and Chestnut Street. There are also opportunities for connection to existing storm drains at some of the roadways that intersect South Franklin. Storm drainage improvements in Boatyard Drive / Ocean View Drive (Street 3) are limited to drainage inlets and storm drain pipelines located near the Boatyard Shopping Center.

Review of existing storm drainage facilities within the 2016 Project Alleys indicates that only Alley 1, located between South Main Street and South Franklin Street from Walnut Street to Chestnut Street, is currently improved with underground storm drainage facilities. Existing drainage inlets are, however, limited. There are existing storm drainage improvements at intersecting streets available for Alley 2, located between South Whipple and Grover Street, from Walnut Street to Chestnut Street and for Alley 4, located between

Stewart Street and Main Street, from Spruce Street to Elm Street.

A Citywide Storm Drainage Master Plan has been prepared. Existing storm drainage facilities within the 2016 Project Streets and Alleys and opportunities for extension or connection to other adjacent street drainage improvements in conformance with the City Storm Drainage Master Plan will be included in the Document and Data Review task.

With assistance from Cliff Zimmerman, local Fort Bragg Surveyor, right of way documents will be compiled for each of the 2016 Project Streets and Alleys. Accurate delineation of available rights of way is critical to the design of accessible pedestrian facilities in conformance with ADA requirements and City of Fort Bragg Improvement Standards. North Sanderson Way, Street 1, is a narrow roadway with no curb, gutter or sidewalk improvement or bike lanes. Opportunities for providing accessible pedestrian facilities for this Project Street within available rights of way may be limited to curb ramps at the Cedar Street intersection.

In contrast, South Franklin Street, from Oak Street to North Harbor Drive is improved with curb, gutter and sidewalks, Class II Bike Lanes and on-street parking, both sides, throughout most of the Project limits. Curb ramp improvements at each of the South Franklin intersections will be evaluated for conformance with current ADA guidelines and reviewed with the City. There are "gaps" in existing curbs, gutters and sidewalks at the South Franklin Street approach to North Harbor Drive. We will review with the City curb, gutter and sidewalk infill improvements that should be included in the 2016 Streets and Alley Project.

An assessment of surface improvements was conducted for the four alleys of the 2016 Streets and Alley Project as part of the City of Fort Bragg Alley Master Plan prepared by KASL. A similar assessment of existing paved surface conditions will be conducted for the 2016 Project Streets. A summary identifying possible limits of pavement removal and replacement and areas where pavement overlays may be warranted will be prepared for the City as part of this task.



E. SCOPE OF WORK

Deliverables:

- ☐ Summary of Project Area Storm Drainage Improvements and Proposed Storm Drainage Master Plan Facilities
- ☐ Project Right of Way Maps
- ☐ Existing Pedestrian Facilities and ADA Compliant Ramps
- ☐ Preliminary Assessment of 2016 Street and Alley Surface Conditions
- ☐ Summary of Data Collection Findings

Kick-off Meeting

With the completion of the Document and Data Review task, a Kick-off Meeting will be held with City of Fort Bragg Public Works staff. We will review with the City the goals and objectives of the 2016 Streets and Alley Rehabilitation Project and the preliminary findings compiled for this Project. The City's Schedule and Budget for completion of the Project improvements will be reviewed together with priorities and possible phasing. Aerial photos, ground photos, right of way maps and existing Project area utility plans will be reviewed with staff. KASL will prepare the Kick-off Meeting agenda and prepare the meeting minutes together with the City's directives and action items developed from the Kick-off Meeting. At the conclusion of the in-office meeting a "job-walk" of the 2016 Project Streets and Alleys will be conducted with Public Works staff to ensure that the City's goals and objectives and areas of particular importance are addressed with the Project design documents.

Deliverables:

- ☐ Kick-off Meeting Agenda
- ☐ Meeting Minutes, Directives, Action Items
- ☐ Job Walk Photos and Notes

Topographic and Base Mapping

Topographic surveys and base mapping shall be prepared for all of the streets and alleys for the 2016 Project. KASL has previously developed survey control throughout the City. This will expedite completion of the survey tasks. The field surveys shall include existing topographic features, elevations, visible utilities, fences, walls, structures, curb, gutter, sidewalk, driveway and pavement improvements and mature vegetation. Field surveys shall include elevations at inverts,

ditches, culverts and shall focus on the location, limits and elevations of existing pedestrian improvements. From these field surveys, scaled (1"=20' or 1" = 40') base maps will be prepared which will include elevation and topographic data, contour intervals, centerline stationing, right of way limits and utility data compiled from City files and confirmed in the field. Survey limits shall, at a minimum, extend to back of walk or fence lines and wherever possible, shall extend 25 feet beyond edge of pavement, curbs and sidewalks to locate and plot topographic features important to the design of the 2016 Street and Alley Rehabilitation improvements.

At the intersection of Project streets, the limits of the topographic surveys shall be extended a minimum of 100 feet, each direction, and include curb, gutter, sidewalks, utilities, topographic features and elevations of the intersecting streets. To verify the location and depth of the nearest existing storm drainage improvements, surveys will be extended beyond these limits, as necessary.

Record information, ownership data and adjacent property information including assessor's parcel numbers with owner's name will be shown on the Project base maps. Easements shown on record maps will also be shown on the base maps. The scaled topographic base maps will be reviewed with City Public Works staff.

Deliverables:

- ☐ 1" = 20' Scale Topographic Base Maps

Potholing of Existing Utilities

Where field topographic surveys or existing City of Fort Bragg utility data identify underground improvements that could be in conflict with proposed improvements, potholing shall be conducted to assist with utility relocation design and resolution of conflicts. Potholing will be coordinated with the City Public Works Department. Where potholing cannot be conducted by City forces, an outside potholing contractor shall be retained. KASL shall identify with Public Works staff proposed pothole locations and schedule the pothole work. Results of pothole data will be included in the plan and profile sheets prepared for Project improvements.



E. SCOPE OF WORK

Deliverables:

- ☐ Pothole Location Map with Pothole Location Coordinates and dimensions
- ☐ Results of Pothole Investigations

Letter Report, 2016 Project Rehabilitation Alternatives and Recommendations

Prior to the preparation of plans, specifications and detailed cost estimates, rehabilitation alternatives will be developed for each of the 2016 Project Streets and Alleys. Street improvements will include extension of drainage pipelines, additional storm drain inlets and manholes, curb and gutter improvements and roadside ditches, where appropriate. The location and limits of accessible ramp improvements and sidewalk gap closures will be itemized and shown for each of the Project Streets. Field surveys will locate the limits of failed or failing pavement sections. Alternative pavement removal and replacement limits will be developed for each street together with suggested limits for pavement overlay. KASL has successfully used Asphalt Rubber Hot Mix overlays together with pavement reinforcement fabric to effectively repair and overlay damaged pavement sections. The service life for pavement rehabilitation options will be reviewed with the City.

For the alleys included in the 2016 Rehabilitation Project, KASL will evaluate alternative alley surface treatments and LID improvements which best achieve the City's goal of extending service life and reducing storm water runoff volumes. Green Alley alternatives to be considered will include:

- Permeable pavements
- Permeable interlocking concrete pavers
- Infiltration trenches
- Native plant bioretention cells or "rain gardens"
- Water catchment and infiltration systems
- Filtered storm drain inlets
- Infiltration inlets

As directed by the City, LID alternatives will specifically be recommended for Alley 3, however, Green Alley features will be considered for all 4 alleys of the 2016 Project. KASL will evaluate with the City the three alleys recently reconstructed in Fort Bragg and discuss with Public Works staff the LID features that appear to best meet the City's objectives.

Cost estimates shall be prepared for rehabilitation alternatives developed for each of the 2016 Project Streets and Alleys. A draft of the Letter Report shall be submitted to Public Works staff and staff comments will be incorporated in the final Letter Report document. With submittal of the draft Letter Report, a design review meeting will be held with City staff. KASL will prepare the Design Review Meeting Agenda and Meeting Minutes, City Directives and Action Items.

Deliverables:

- ☐ Draft Letter Report
- ☐ Design Review Meeting Agenda, Minutes, Directives
- ☐ Final Letter Report

Preparation of 60% design, 90% and 100% Plans, Technical Specifications and Estimates

For each design submittal, not less than five (5) sets of Plans, Specifications and Estimates (PS&E) will be submitted to the City for review. The 60% design will include the rights of way, topographic features and base maps prepared for the Project Streets and Alleys together with preliminary plans and profile of the improvements recommended in the Letter Report and approved by the City. Improvement Plans shall be prepared consistent with City of Fort Bragg Standard Plan and Standard Specifications. Proposed street and alley improvements will be shown in Plan view. Existing centerline grades, existing underground utilities and proposed gutter flow line and drainage improvements will be shown in profile. The 60% submittal will include:

- 1" = 20' or 1" = 40' plan and profile sheets
- Title Sheet; Construction Notes with typical cross sections and typical details, appropriate for the improvements recommended
- ADA compliant ramps,
- Proposed curb, gutter and sidewalk improvements
- Drainage improvements
- Preliminary LID and Green Alley improvements
- Outline of Technical Specifications
- Preliminary construction cost estimate

Half size, 60% design plans will be submitted. With the 60% design submittal, a Design Review meeting will be conducted with City staff.



E. SCOPE OF WORK

60% Design Deliverables:

- ☐ Five Sets of Half Size; 60% Plans
- ☐ Outline of Technical Specifications
- ☐ Preliminary Construction Cost Estimates

The 90% design submittal shall reflect the City's review comments received on the 60% design submittal. The 90% design shall include details of proposed drainage, street rehabilitation, accessible pedestrian improvements and LID improvements proposed for Project alleys. Detailed Plan and Profile sheets will be submitted. Draft Technical Specifications will be prepared together with quantity and cost estimates which accurately reflect the 90% design.

90% Design Submittals:

- ☐ Five sets of half size, 90% Plans
- ☐ Draft Technical Specifications
- ☐ Detailed Quantity and Cost Estimates

With the 90% design submittal, a Design Review meeting will be held with City staff.

The 100% design submittal shall incorporate the City's review comments received from the 90% design. The 100% design submittal shall then be reviewed with the City. After 100% Plans, Specifications and Estimates, complete and ready for construction bids are reviewed and approved by the City, a set of stamped and signed original Plans and two copies of the 100% Plans, Technical Specifications and Bid Schedule shall be prepared and submitted.

100% Design Submittals:

- ☐ Full Size Sets of 100% Plans, Specifications and Estimates for Final City Review
- ☐ Stamped and Signed Original Plans
- ☐ Two Sets of Stamped and Signed Plans, Technical Specifications and Bid Schedule

Design Review Meetings and Community Meetings

As outlined in the previously described tasks, Design Review Meetings are proposed

- With Submittal of the Letter Report
- With 60% Design Submittal
- With 90% Design Submittal
- With 100% Design Submittal

Before each design review meeting we shall prepare and distribute a meeting agenda. After each meeting we shall prepare meeting notes which will include a summary of key topics, City review comments and the actions items to be completed in response to the City's review and directives. All phases of the design development, design review and design completion shall be coordinated with the City of Fort Bragg

Deliverables: Design Review Meetings

- ☐ Meeting Agenda
- ☐ Meeting Minutes, Directives, Action Items

The scope of services shall also include participation in two community meetings including a presentation to the Fort Bragg City Council.

It is recommended that the first community meeting be conducted after the Letter Report, outlining project alternatives and proposed improvements is reviewed and approved by City Public Works staff. An outline of the Letter Report, a power point presentation of alternatives and recommendations and "display" boards for each of the three streets and four alleys of the 2016 Project Streets and Alleys Rehabilitation Project will be prepared.

The second community meeting should be conducted after the 90% design submittal is completed and approved by City staff.

Deliverables: Community Meetings

- ☐ Outline of Presentation
- ☐ Power Point, Alternatives and Recommended Improvements
- ☐ Display Boards of Proposed Improvements, Each Street and Alley, of the 2016 Rehabilitation Project

Electronic Submittals

Final approved Improvement Plans, Technical Specifications, Special Provisions, Bid Schedule and Cost Estimates shall be provided to the City as pdf, AutoCAD, Microsoft and Excel files, as appropriate.

Deliverables:

- ☐ Electronic Files of Final Approved Documents



F. BUDGET AND SCHEDULE OF CHARGES

Fee Proposal

We propose to complete the tasks and deliverables of the Fort Bragg 2016 Streets and Alleys Rehabilitation Project as outlined in the Scope of Work, Tab 6, **for a not to exceed fee of \$93,950.00.**

This proposed fee shall be reviewed with the City and compared to the amount budgeted by the City for these design services.

Personnel rates charged to the City of Fort Bragg for our services will be as follows:

Principal Engineer	\$140 / hr
Survey Manager	\$124 / hr
Senior Engineer	\$124 / hr
Project Engineer / Project Surveyor	\$108 / hr
Designer / CAD Operator	\$91 / hr
Administrative Assistant	\$64 / hr
2 Person Survey Crew	\$195 / hr

The above proposed not to exceed fee includes:

ENGEO \$8800
Geotechnical Engineering

Cliff Zimmerman, PLS \$5000
(QA/QC Survey and Design Services)

For the purpose of this fee proposal it is assumed that potholing of existing utilities, where needed to resolve potential conflicts, will be conducted by City forces.

Land surveying services provided for pre-construction work such as project base mapping and topographic surveys required for project design shall be charged at prevailing wage rates. Typically, we do not invoice our clients mileage or equipment charges. Should KASL personnel be required to stay overnight in the Fort Bragg area to effectively complete scope of work tasks, the City would be invoiced for the actual cost of overnight lodging and meals. We believe that these direct costs have been adequately included in the not to exceed fee proposal presented above.

Job Description for Personnel

The **Principal Engineer** for this Project shall be **Jack Scroggs**. His responsibilities shall include:

- Project Coordination with the City of Fort Bragg
- Project and personnel management
- Review Project Budget and Schedule with the City
- Identify with the City priority improvements and possible phasing
- Conduct preliminary evaluation of existing Project area drainage, pavement and accessible pedestrian facilities
- Organize Project Kick-off Meeting
- Coordinate Field Surveys and base mapping limits
- Identify pothole locations and coordinate potholing with City staff
- Prepare, with Project Engineers, Letter Report of Alternatives and Recommendations
- Field review Project design elements with City Staff
- Prepare Technical Specifications
- Conduct in-house review of design submittals with Project Engineers
- Submit and review 60%, 90% and 100% Improvement Plans and Technical Specifications, Cost Estimates and Bid Schedule
- Conduct Design Review Meetings with the City
- Conduct Fort Bragg Community Meetings

The **Project Engineers** for the Project shall be **Bill Ostroff, Octavio Perez and Jorge Beltran**. Their responsibilities shall include:

- Coordinate field work
- Oversee preparation of base maps
- Conduct field and desktop evaluation of Project design elements and alternatives
- Prepare draft Letter Report elements
- Prepare draft 60%, 90% and 100% improvement plans
- Prepare quantity takeoffs and construction cost estimates
- Participate in Design Review meetings and community meetings
- Assist Principal Engineer with the preparation of Technical Specifications





F. BUDGET AND SCHEDULE OF CHARGES

The **Survey Manager** for this Project shall be **Kevin Romero**. His responsibilities will include:

- Scheduling of Field Surveys
- Coordinate previously prepared control surveys and conduct topographic surveys required for 2016 Streets and Alley Project
- Download field data and prepare scaled base maps
- Coordinate field data acquisition with Principal Engineer and Project Engineers

Jonathan Boland, Geotechnical Engineer, ENGEO, will oversee and coordinate geotechnical investigations to determine pavement subsurface conditions (R value) and conduct percolation tests in Project alleys for design of LID infiltration and infiltration inlets. Mr. Boland, together with ENGEO pavement specialists, will also prepare recommendations regarding the most suitable pavement rehabilitation measures.

Cliff Zimmerman, PLS, will collect and research existing right of way documents, assist KASL surveyors with locating right of way monuments and conducted QA/QC of design submittals.