

**CITY OF HERCULES
PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("**Agreement**") for professional services is made on February 26, 2020, between the City of Hercules, a California municipality ("**City**"), and BKF Engineers, a California Corporation ("**Consultant**").

1. Scope of Services. Consultant will provide to City the professional services described in the Scope of Services, attached as **Attachment A** and incorporated in this Agreement (the "**Services**"). Only the City Council or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

2. Term. This Agreement will become effective on February 26, 2020 ("**Effective Date**"), and will terminate upon the full and satisfactory completion of the Services or as otherwise specified in Attachment A, unless terminated sooner in accordance with Section 10 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

3. Compensation. For the full and satisfactory completion of the Services, City will pay Consultant in an amount not to exceed **ONE HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED ELEVEN DOLLARS (\$148,111)**, without prior written authorization by City, pursuant to the terms set forth in **Attachment A** on Payment, which is attached to and incorporated in this Agreement. Consultant's compensation is intended to encompass all costs required for performing the Services, including overhead and indirect costs. Except as expressly provided in Attachment A, Consultant will not be entitled to reimbursement for expenses it incurs to provide the Services.

3.1 Payment. City will pay Consultant for Services satisfactorily provided during each calendar month within 30 days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum: a description of the specific Services provided; the name of the individual providing the Services; the date(s) upon which the Services were provided; the time spent providing the Services; the amount due for the Services; and the basis for calculating the amount due.

3.2 Additional Services. If the City requests related services beyond the Scope of Services described in Attachment A, the Consultant will provide City a written estimate for the additional services ("**Additional Services**"). Consultant will not provide Additional Services until Consultant has received written authorization from the City to perform the Additional Services. Consultant will not be entitled to payment for Additional Services performed without City's prior written authorization or for costs to correct Consultant's errors or omissions.

4. Independent Contractor. The Parties agree that Consultant will act as an independent contractor under this Agreement and will have control of its work and the manner in which the Services are performed. Consultant is not an employee of City and is not entitled to participate in any health, retirement, or similar employee benefits from the City.

5. Consultant's Warranties.

5.1 Consultant warrants that all Services provided under this Agreement will be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the Bay Area.

5.2 Consultant warrants that all Services provided under this Agreement will be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws and City ordinances and policies.

5.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

5.4 Consultant warrants that it will comply with the City's Nepotism and Cronyism Policy.

6. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is effective upon delivery unless otherwise specified. Notice for each Party will be given as follows:

City:

City of Hercules
111 Civic Drive
Hercules, CA 94547
(510) 799-8200
Attn: City Clerk

Copy to: Mike Roberts
Email: MikeRoberts@ci.hercules.ca.us

Consultant:

BKF Engineers
1646 N. California Blvd., Suite 400
Walnut Creek, CA 94596
Phone: (925) 940 - 2200
Attn: Jason White
jwhite@bkf.com

Copy to: Dayne Johnson
Email: djohnson@bkf.com

7. Indemnity. Subsection 7.1 is not applicable to this Agreement if Consultant's Services are "design professional" services as that term is used and defined in Civil Code section 2782.8. Subsection 7.2 is applicable to this Agreement if Consultant's Services are "design professional" services as used and defined in Civil Code section 2782.8.

7.1 To the full extent permitted by law, Consultant will indemnify, defend with counsel acceptable to City, and hold harmless City, its governing body, officers, agents, employees, and volunteers (collectively, "**City Indemnitees**") from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Consultant's acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of the City Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.1 does not apply if the Services to be provided

under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

7.2 To the full extent permitted by law, Consultant will indemnify, defend, and hold harmless City, its City Council, officials, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "**Liability**") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement. This Subsection 7.2 is applicable if the Services to be provided under this Agreement are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

8. Insurance. Before providing any Services under this Agreement, Consultant is required to procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements. Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to City. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, City may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

8.1 The following insurance policies and limits are required for this Agreement:

8.1.1 Commercial General Liability Insurance ("CGL"). CGL insurance issued on an occurrence basis, including coverage of liability arising from Consultant's acts or omissions in the performance of Services under this Agreement, with limits of at least \$1,000,000.00 per occurrence.

8.1.2 Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000.00 combined single limit per accident for bodily injury, death, or property damage.

8.1.3 Workers' Compensation Insurance and Employer's Liability. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least \$1,000,000.00. If Consultant is self-insured, Consultant must provide its duly authorized Certificate of Permission to Self-Insure.

8.1.4 Professional Liability. This insurance must insure against Consultant's errors and omissions in the provision of Services under this Agreement, in an amount no less than \$1,000,000.00 combined single limit.

8.2 Subrogation Waiver. Each required policy must include an endorsement that the insurer agrees to waive any right of subrogation it may have against City or the City's insurers.

8.3 The CGL policy and the automotive liability policy must include the following endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City will be called upon to contribute to a loss.

(4) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of City before the City's own insurance or self-insurance will be called upon to protect it as a named insured.

9. Dispute Resolution. In the event that any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the Parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation.

9.1 Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days after the date that such notice is given, or sooner if reasonably practicable. The Parties will jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation, except costs incurred by each Party for representation by legal counsel.

9.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

10. Early Termination.

10.1 Termination for Convenience. City may terminate this Agreement for convenience by giving 10 calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it will pay Consultant for Services satisfactorily provided up to that date.

10.2 Termination for Cause. If either Party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other Party may terminate this Agreement by giving written notice five calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant will be entitled to payment for all Services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

11. Work Product. City will be the sole owner of all rights to any work product in any form which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the Parties.

12. Records. Unless otherwise specified in Attachment A, Consultant will maintain records related to this Agreement for a period of four years from expiration or termination of this Agreement, including records of the Services performed, on a daily basis if necessary. Consultant's accounting systems will conform to generally accepted accounting principles, and all records will provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Consultant will permit City to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time.

13. General Provisions.

13.1 Assignment and Successors. Consultant may not assign its rights or obligations under this Agreement, in part or in whole, without City's written consent. This Agreement is binding on Consultant's and City's lawful heirs, successors, and permitted assigns.

13.2 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

13.3 Nondiscrimination. Consultant will not discriminate in the employment of persons under this Agreement because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

13.4 Choice of Law and Venue. This Agreement will be governed by California law, and venue will be in the Superior Court of Contra Costa County, and no other place.

13.5 Integration. This Agreement and the documents incorporated in this Agreement constitute the final, complete, and exclusive terms of the agreement between the City and the Consultant.

13.6 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions of the Agreement will remain in full force and effect.

13.7 Amendment. No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the Parties to this Agreement.

13.8 Provisions Deemed Inserted. Every provision of law required to be inserted in this Agreement will be deemed to be inserted, and this Agreement will be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement will be amended to make the insertion or correction.

13.9 Precedence. If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.

13.10 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

13.11 Force Majeure. If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

13.12 Headings. The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties to this Agreement.

13.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

13.14 Authorization. Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Consultant is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

[Signature page follows.]

The Parties agree to this Agreement as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

David Biggs, City Manager

Patrick Tang, City Attorney

Date: _____

Date: _____

Attest:

s/ _____

Name/Title

Date: _____

CONSULTANT: BKF Engineers

Business Name

s/ _____

Name/Title

Date: _____

s/ _____

Name/Title

Date: _____

Attachments:

Attachment A: Scope of Services & Payment



Attachment A Scope of Service & Payment

February 18, 2020

Michael Roberts, PE
Public Works Director/City Engineer
City of Hercules
111 Civic Drive
Hercules, CA 94519
Transmitted Via Email

SUBJECT: City of Hercules Sycamore/Willow Pavement Rehabilitation Project (STP PROJECT ID. CC-170043)

Dear Mr. Roberts:

BKF Engineers (BKF) is pleased to submit this proposal for the City of Hercules Sycamore/Willow Pavement Rehabilitation Project (STP PROJECT ID. CC-170043). Our team has the experience to support the City's pavement rehabilitation goals.

Over the last seven years, we have supported the Cities of Richmond, El Cerrito, Albany, Hercules, Sausalito, and Mill Valley in their annual pavement rehabilitation programs. BKF works to find creative solutions using a range of treatments that varies from mill and overlay, cold-in-place recycling, and full depth reclamation. **Our experience providing efficient solutions for these municipalities allowed us to understand how we can implement lessons learned and apply them to the City of Hercules Sycamore/Willow Pavement Rehabilitation Project.**

BKF will provide the City with overall project management and design services, and preparation of construction plans. In addition, we will aid the City in procuring the OBAG grant funding through the CALTRANS Local Assistance program. We will work with the City to provide for a cost effective pavement rehabilitation project **to minimize cost and impact to the community.**

We look forward in working with City staff on this important project to continue to improve the pavement conditions throughout the City.

METHODOLOGY & WORK PLAN

BKF will complete the following scope of services for the project. We have prepared a concise scope that emphasizes key components of our approach to analyze the existing conditions and develop the design. Our team recognizes that it may be necessary to alter the scope as the project progresses and would be happy to work with you and other stakeholders as necessary to adapt our services ensuring the successful completion of the project. Our proposed design schedule and estimated level of effort are included.

TASK 1: PRELIMINARY INVESTIGATION

Objective: In this initial phase of work, BKF will investigate the extent and perform field studies necessary to understand the existing conditions. Our approach will minimize unnecessary labor and expense. The data collected will help our team define site constraints, confirm budget, and establish the scope of work necessary to repair the streets identified.

- 1.1 Kickoff Meeting:** BKF will meet with the City to discuss project parameters and to review strategies to identify the priority streets and/or proposed improvement projects.
- 1.2 Collect Record Data, Studies, and Information:** BKF will collect all record documents, studies, pavement condition index, and reports from the City. We will also acquire information from public utility companies

who possess infrastructure in the project area as well as their current and future CIP projects.

- 1.3 Field Review Pavement and Sidewalk Conditions:** BKF will visit the streets designated for repair to document areas of distress, damage to curbs and gutters, conflicts with accessibility, and locations of existing utilities. We will compile both a photographic log and field notes of the investigation. BKF will record type, location, size, and severity of distress using GPS equipment for integration into the base mapping. We will specifically review the following:
- a. Unique site elements
 - b. Maintenance issues
 - c. Drainage patterns and infrastructure
 - d. Potential Accessibility Upgrades

BKF will review the pavement condition survey (P-TAP 20 Report) as provided by the city. We will identify predominant types and severity of pavement distress and compare to the field investigation.

- 1.4 Base Mapping:** BKF will compile base mapping for streets to receive improvements using the City and County's GIS information and aerial photogrammetry. We will use a map program to compile a base map for use in the design documents. If warranted BKF can provide topographic field survey as an optional service.
- 1.5 Utility Locating and Potholing.** BKF will retain a contractor to locate existing utilities by potholing identifying potential utility conflicts. We will submit a plan and application for permit. Our field engineer will supervise the potholing contractor and record the results. We estimate that there will be ten (10) potholes necessary. All potholes will be backfilled with a controlled low strength material. We will also note the section thickness and record the results for use in the pavement rehabilitation studies.
- 1.6 Right of Way Analysis.** To accommodate the improvements within Caltrans Right of Way, the project may require temporary construction easements. BKF will identify the Caltrans ROW through existing base maps from Caltrans.
- 1.7 Storm Drain System and Existing Hydrology Patterns:** Using information from GIS, USGS, and field review, BKF will establish general drainage patterns for each street in the project area. We will conduct interviews with City maintenance staff to determine locations of potential problems. If a rainfall event is available, we will be able to analyze surface runoff patterns and record via videography.

TASK 2: PRELIMINARY ENGINEERING (35% PS&E)

Objective: Based on the repair strategy, BKF will refine the design to confirm the estimated cost of improvement. In addition, the team will work with Local Assistance to ensure the Request for Authorization occurs in a timely manner to assure OBAG funds are obligated within timeframes established by MTC.

- 21 Project Report:** BKF will document our findings and recommendations in a report format that will serve as the basis of design. This report will include:
- a. Executive Summary - Summary of existing surface conditions including updated PCI, horizontal and vertical grades.
 - b. Summary of storm drain runoff patterns.
 - c. List of potential project risks including permit conditions, public utility relocations, or private property coordination necessary to complete the work
 - d. Recommendations for pavement restoration including projected design life if we offer deviations from the proposed plan
- 22 Coordinate with Public Utilities in Project Area:** BKF will meet with public utility companies to introduce the project and discuss potential impacts to utility infrastructure. We will provide both written notice and hold a meeting at the City offices describing the proposed construction schedule and moratorium on future work once the paving is complete.

23 Construction Documents: BKF will prepare Plans, Specifications, and Estimate to the 35% level of completion including:

- a. Title Sheet
- b. Roadway Rehabilitation Plan and Profile
- c. Sign and Striping Plans
- d. Construction Details
- e. Construction Staging and Phasing Plans
- f. Erosion and Sedimentation Control Plans
- g. Project Specifications
- h. Bid Schedule and Cost Estimate

24 Cost Analysis: BKF will refine our estimate confirming that the scope of work for the pavement rehabilitation is within budget. Should the scope exceed the budget, we will include value-engineering strategies in our analysis, which may include alternative rehabilitation strategies or delaying repairs to certain streets.

25 Local Assistance Coordination and Permitting

A. CEQA/NEPA Categorical Exclusion Documentation – BKF will prepare the following documents to support the finding by Local Assistance of a Categorical Exclusion.

- i. **Transportation.** BKF will prepare a technical memorandum assessing transportation impacts due to road modifications as well as those during construction of the project. To support the finding of Categorical Exclusion, the memorandum will include recommendations for hours of work, staging areas, and traffic control elements.
- ii. **Air Quality Analysis.** BKF will prepare an Air Quality Analysis to address local and regional impacts on sensitive land uses. The analysis will be prepared in accordance with the Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and the Bay Area Air Quality Management District's (BAAQMD) CEQA Guidelines. The air quality analysis will document whether the proposed project is included in the latest Statewide Transportation Plan (STP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. The air quality analysis will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. The proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed. In addition to the air quality analysis, BKF will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/ Maintenance Areas" required for NEPA delegation. This document will be utilized by Caltrans to process the conformity documentation.
- iii. **Hazardous Waste Memorandum.** BKF will prepare a hazardous waste technical memorandum based on the results of the field exploration as well as discussion with Kinder Morgan for work near the pipeline.
- iv. **Water Quality** – BKF will complete this memorandum to document the necessary sedimentation control measures to be used during construction.
- v. **Floodplain (Location Hydraulic Study and Summary Encroachment Report)** – If necessary, BKF will complete this memorandum to document if the project is within a floodplain.
- vi. **Visual Resources-** If necessary, BKF will complete this memorandum to characterize visual and scenic resources in the study area, assess potential impacts from the proposed project, and identify avoidance, minimization, and/or mitigation measures to reduce the Project's impacts on scenic resources.
- vii. **Cultural Resources** – As the project most likely will not disturb more than 3 feet in depth a Cultural Study may not be necessary.
- viii. **Equipment Staging** – BKF will complete this memorandum to document the requirements that will be in place regarding the construction staging for the project.

- ix. **Biological Resources.** Based on the project's location within a built urban environment, the occurrence of special-status species is highly unlikely. Tree removal and impacts to nesting birds are not anticipated as the improvements are within gutter to gutter. The fee for this task assumes that the project will not involve any potential impacts to federally listed species and thus will not require the preparation of a Biological Assessment (BA) in accordance with Caltrans guidelines.
- x. **Right of Way/Utility Certification.** BKF will complete Local Assistance Form 13-B "Right of Way Certification" for the project documenting that the City has right of way/utility clearances to construct the project.

TASK 3: CONSTRUCTION DOCUMENTS (65%, 95% PS&E AND FINAL)

Objective: Based on staff, utility, and public comments, BKF will prepare documents for submittal to the Office of Local Assistance and CCTA for review of conformance to the Grant Funding Obligations as well as to take the project to bid for construction

- 3.1 Construction Documents:** BKF will update the Plans, Specifications, and Estimate prepared in Task 2.3 to the 65% level of design.
- 3.2 95% Plans, Specifications, and Estimate:** BKF will update the Plans, Specifications, and Estimate prepared in Task 2.3 to the 95% level of design to be used as the initial submittal to the governing agencies.
- 3.3 Final Plans, Specifications, and Estimate:** The team will meet with the City to review any additional comments. We will update the plans previously prepared to the final level of completion. BKF will provide electronic (CAD and PDF) and hardcopies (Mylar, bond, and/ or velum) of all documents as requested by the City. When approved, we will upload an electronic version of the document for use during bidding.
- 3.4 Local Assistance Coordination.** Working as an extension of the City, BKF will work with Caltrans, FHWA and MTC to meet the requirements for obligating federal funds programmed to the project. As needed, BKF shall facilitate Caltrans' approvals of documents needed for the obligation of Federal funds. Such documents include, but are not limited to CEQA/NEPA environmental document, right of way and utility certification, plans, specifications and estimates.
 - A. Request for Authorization to Construct:** BKF will assist in preparing the authorization (E-76) request submittal in accordance with the most recent requirements, per the Caltrans Local Assistance Procedures Manual. The submittal will include the Request for Authorization (Ch. 3), PS&E Certification and Checklist (Ch. 12), Field Review Form, DBE Goal, if necessary, and related requirements. Following submittal of the package, BKF will coordinate with Caltrans Local Assistance staff to facilitate FHWA's issuance of the E-76. Scope assumes federal funds are applied only to the construction phase of the project. Below is our approach to key elements of the Request for Authorization to Construct.
 - i. Finance Letter 3-O The Finance Letter is an integral component for the Request for Authorization for the federal E-76. Since the project has a myriad of Federal and local fund sources, BKF will utilize a strategy that optimizes the use of the fund sources and addresses match requirements of the federal grant while optimizing City's resources. As part of this task, BKF will confer with Caltrans to determine whether it is in City's interest to designate the federal funds as lump sum or pro-rata
 - ii. DBE Goal, if necessary.
 - iii. ROW Certification 13-A If needed, BKF will support the team in working with Caltrans to ensure consensus on the type of certification and the content of the certification
 - B. Award Package:** BKF shall assist City in complying with pre-construction contract award and post-construction contract award federal requirements. Consultant will prepare the Award Package in accordance with the most recent requirements, per the Caltrans Local Assistance Procedures Manual Chapter 15 and facilitating approval of the package with Caltrans and FHWA. Scope will include preparation and submittal of invoices to Caltrans for federal reimbursement with coordination with City staff. Scope assumes City will prepare the Finance Letter with support from BKF.

TASK 4: BIDDING SUPPORT

- 4.1 BKF will assist during the bidding phase by assisting in outreach, attending the pre bid meeting, responding to contractor requests for information, and preparing bid addenda as necessary. This will include creating a conformed plans and specifications for the contractor's use.
- 4.2 Caltrans Award Package and Close Out: BKF will work with Caltrans local assistance to complete the award package and close out documentation prior to and after construction.
 - **Optional Service: Construction Support**
 - During construction, BKF will support the City and construction manager providing the following:
 - review of submittals,
 - review requests for information, and
 - review of the site on up to two (2) occasions.

TASK 5: PROJECT MANAGEMENT

- 5.1 **General Project Management:** BKF will manage the design team as well as track progress, schedule, and budget. BKF will be responsible for documenting all design decisions and keeping an official record of the project. BKF will submit monthly progress reports identifying tasks completed, budget status, and issues status.
- 5.2 **Quality Assurance:** A senior member of BKF's team, independent of the project, will perform a quality control review of the team's documents prior to submittal. There is NO cost for this task.
- 5.3 **Meetings:** BKF will attend up to ten (10) meetings with City staff to coordinate the design. We assume that there will be a weekly conference call to provide update and feedback on the project task items.

ASSUMPTIONS

In preparing our scope of work, our team made the following assumptions:

1. The City will pay all permit fees of environmental regulatory agencies.
2. The City will either self-perform or retain a construction manager/ inspector.
3. The City will provide contact information for neighborhood councils and stakeholders. The City will provide logistical support for meeting locations if necessary.
4. Our proposal excludes a field evaluation of buried archeological remains.
5. We assume that a built environment cultural resource will not be found within the project area and that a Historical Resources Evaluation Report (HRER) will not be necessary.
6. This project will not affect or alter wetlands.
7. This project does not include pavement cores to determine an R-value for the underlying soils.
8. This project does not include a full survey crew to provide field topographic survey.
9. This project does not include construction design support.

SCHEDULE

See attached schedule **"Exhibit A"**. BKF will be able to meet the designated schedule to obtain E76 approval for construction unless unforeseen conditions arise. If conditions arise to decrease the project schedule BKF will promptly inform the City of Hercules as to the potential scheduling impacts.

COMPENSATION

See attached fee schedule **"Exhibit B"**. BKF proposes to provide the services on a time and materials, not to exceed basis, billed monthly. Our professional services rate schedule is attached.

SERVICES AND STANDARD OF CARE

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services.

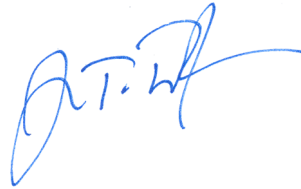
Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 925.940.2208 if you have any questions regarding our scope of services.

Sincerely,

BKF Engineers



Dayne Johnson, PE, LEED AP
Associate/Project Manager



Jason T. White, PE, LEED AP, QSD/P
Vice President



DAYNE JOHNSON, PE, LEED AP

CIVIL PROJECT MANAGER

Mr. Johnson has more than 22 years of experience in the civil, construction, and telecommunication industries. His project experience includes the design of utilities, roadways, campuses, and commercial facilities. Working closely with transit, bicycle, and community groups, he builds a consensus-based approach to implement the stakeholders' needs and desires, as well as each agency's goals. From the engineering perspective, Mr. Johnson identifies issues early in the design effort to ensure that these objectives can become reality without physical constraints becoming pitfalls.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S., Civil Engineering,
University of California,
Davis

REGISTRATION

Professional Civil Engineer
CA No. 61408

AFFILIATIONS

LEED Accredited
Professional

U.S. Green Building
Council

American Society of Civil
Engineers

TOTAL YEARS EXPERIENCE

22 years, 15 with firm

Sausalito Street Rehabilitation 2015 &
2016-2019
Sausalito

Mill Valley 2017 Street/Sewer
Rehabilitation
Sausalito

Mill Valley 2015 Street/Sewer
Rehabilitation
Mill Valley

Mill Valley 2014 Street/Sewer
Rehabilitation
Mill Valley

Rodeo Avenue Pavement Rehabilitation
Sausalito

Sir Francis Drake Boulevard Corridor
Rehabilitation
San Rafael

Arlington Blvd Safety Improvements
El Cerrito

Barrett Avenue Bicycle Lane
Richmond

Benicia-Columbus Parkway/Rose Drive
Benicia

Brentwood Streetscape Improvement
Brentwood

Central Avenue & Liberty Streetscape
Improvements
El Cerrito

Carlos Bee Boulevard Realignment
Hayward

Contra Costa Boulevard Corridor
Improvement
Pleasant Hill

Cutting Boulevard Class III Bicycle
Lanes
Richmond

Downtown Livermore Pedestrian
Transit Connection
Livermore

Eucalyptus Road and Main Street
American Canyon

Farm Bureau Road Complete Streets
Plan
Concord

Kay Road Extension
Richmond

Fairmont Avenue Streetscape
El Cerrito

Macdonald Avenue Streetscape
Richmond

Miller Avenue Streetscape Plan
Mill Valley

Nevin Avenue Streetscape
Improvements
Richmond

Ohlone Greenway and Arlington Blvd
Safety Improvements Projects
El Cerrito

Parnassus Streetscape
University of California
San Francisco

Pine & Second Street Intersection
Improvements
Brentwood

Railroad/Sunset Avenue Safety
Improvements
Suisun City



JASON WHITE, PE, QSD/P/ LEED AP

CIVIL PROJECT MANAGER/VICE PRESIDENT

Mr. White is skilled in designing, managing, and peer reviewing private and public engineering projects varying from small site, transportation, public works, and residential projects to large master planned mixed-use developments. He has successfully managed large private and municipal projects, including coordinating extensively with stakeholders (contractors, subconsultants, and local, state, and federal agencies). Mr. White's 23 years' experience in various capacities facilitates his ability to provide valuable insight from a project's initial conception, feasibility, and entitlement processing stages through construction completion.

SELECT PROJECT EXPERIENCE

EDUCATION

B.S., Civil Engineering,
University of California, Los
Angeles (UCLA)

REGISTRATION

Professional Civil Engineer
CA No. 62281

Qualified SWPPP

Developer and Practitioner
(QSD/P), No. 20316

AFFILIATIONS

LEED Accredited
Professional

U.S. Green Building
Council

American Society of
Civil Engineers

TOTAL YEARS EXPERIENCE

23 years, 7 with firm

Albany 2014 Pavement Rehabilitation
Project
Albany

San Pablo Avenue Complete Streets
San Pablo

Contra Costa Boulevard Corridor
Improvements
Pleasant Hill

Richmond Nevin Avenue Pedestrian
Improvements
Richmond

Albany San Pablo/Buchanan
Pedestrian Safety Project
Albany

Marin Avenue Bikeway &
Undergrounding Utilities
Albany

Albany 2014 Pavement
Rehabilitation Project
Albany

Cutting/Carlson Intersection
Richmond

South Richmond Transportation
Connectivity Plan
Richmond

San Pablo Avenue - Streets/Pedestrian
Connectivity
San Pablo

Rumrill Boulevard Complete Streets
San Pablo

Hesperian Boulevard Improvements
San Lorenzo

Refugio Valley Road Reconstruction
Hercules

Arlington/Brewster PS&E
El Cerrito

Downtown Walnut Creek Sidewalk
Walnut Creek

Castro Valley Streetscape
Castro Valley

Central Avenue and Liberty Streetscape
Improvements
El Cerrito

Safe Routes to School
Richmond

Path to Transit - Hercules
Hercules

Nevin Avenue Pedestrian Improvement
Richmond

Sir Francis Drake Boulevard
Marin

Hillside Avenue Street Improvements
Walnut Creek

San Juan Avenue Street Improvements
Walnut Creek

Walnut Creek North Downtown
Specific Plan
Walnut Creek

Parnassus Avenue Streetscape Plan
San Francisco

**BKF ENGINEERS
PROFESSIONAL SERVICES RATE SCHEDULE**

JANUARY 1, 2020 – DECEMBER 31, 2020

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal/Vice President	\$251.00
Senior Associate/Vice President	\$225.00
Associate	\$219.00
Senior Project Manager Senior Technical Manager	\$214.00
Project Manager Technical Manager	\$209.00
Engineering Manager Surveying Manager Planning Manager	\$193.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$179.00
Project Engineer Project Surveyor Project Planner	\$157.00
Design Engineer Staff Surveyor Staff Planner	\$137.00
BIM Specialist I, II, III	\$137.00 - \$157.00 - \$179.00
Technician I, II, III, IV	\$130.00 - \$139.00 - \$152.00 - \$164.00
Drafter I, II, III, IV	\$102.00 - \$112.00 - \$121.00 - \$135.00
FIELD SURVEYING	
Survey Party Chief	\$179.00
Instrumentman	\$154.00
Survey Chainman	\$116.00
Utility Locator I, II, III, IV	\$93.00 - \$132.00 - \$158.00 - \$180.00
Apprentice I, II, III, IV	\$71.00 - \$95.00 - \$105.00 - \$111.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$234.00
Senior Construction Administrator	\$203.00
Resident Engineer	\$151.00
Field Engineer I, II, III	\$137.00 - \$157.00 - \$179.00
ASSISTANTS	
Project Assistant	\$84.00
Engineering Assistant Surveying Assistant Planning Assistant	\$82.00
Clerical Administrative Assistant	\$70.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

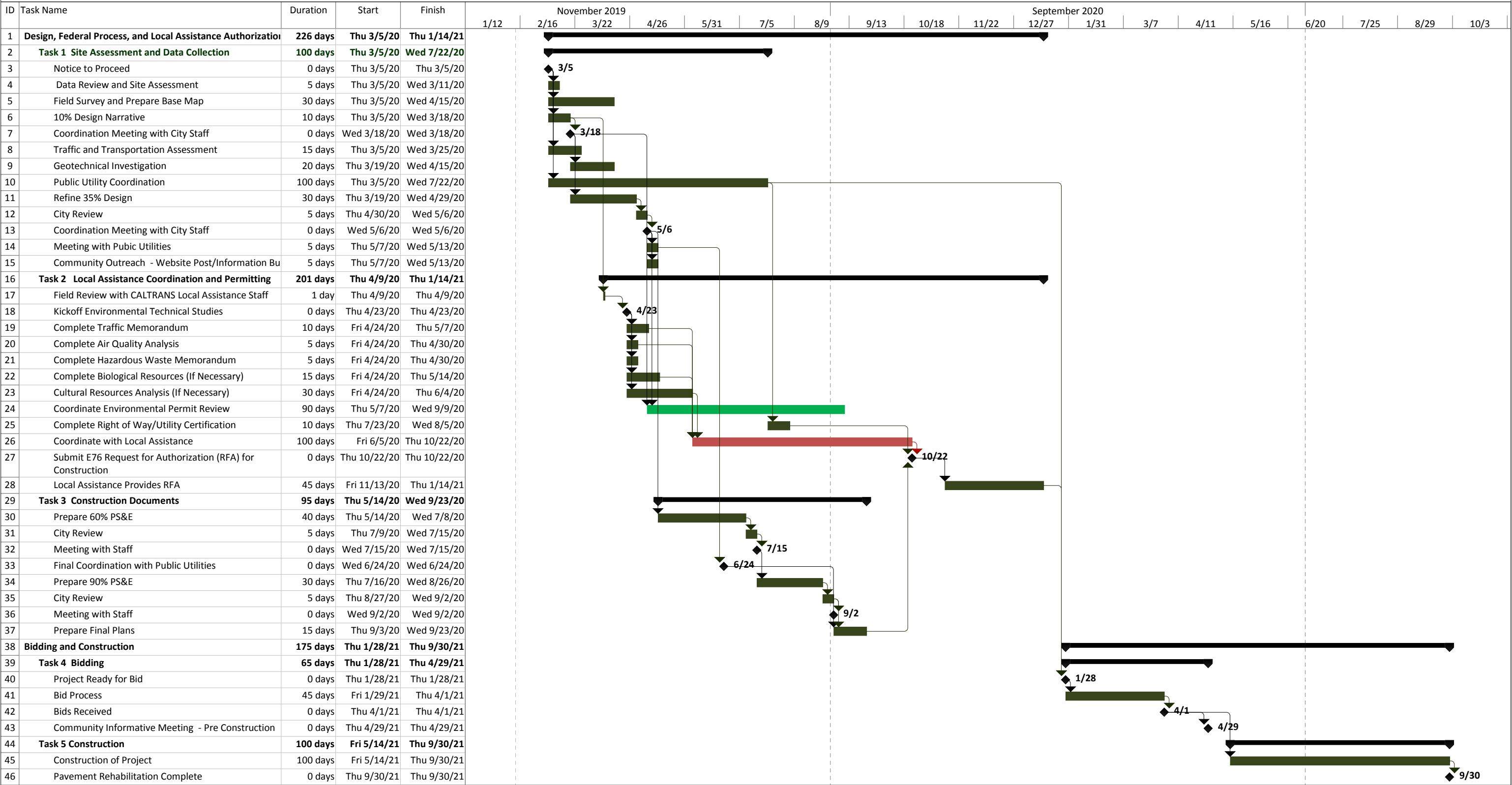
- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.

EXHIBIT A

City of Hercules Sycamore/Willow Pavement Rehabilitation Project (STP PROJECT ID. CC-170043)

Thu 2/13/20

Project Schedule



Task		Rolled Up Milestone	◇	Project Summary		Inactive Summary		Manual Summary		Deadline	↓
Milestone	◆	Rolled Up Progress	—	Group By Summary		Manual Task		Start-only	[
Summary	▶	Split	Inactive Task		Duration-only		Finish-only]		
Rolled Up Task		External Tasks		Inactive Milestone	◇	Manual Summary Rollup		Progress			

EXHIBIT B		BKF Engineers						Total BKF Hours	BKF Fee
		Project Manager - Engineer							
		Principal	Associate/ Project Manager	Senior Project Engineer/Surveyor	Project Engineer/Surveyor	Design Engineer/Surveyor	Field Crew		
City of Hercules Sycamore Ave/Willow Rd Pavement Rehabilitation Project Fee Proposal									
2/18/2020									
Published Billing Rates		\$251	\$219	\$168	\$157	\$137	\$296		
Task 1 Preliminary Investigation									
a	Data Collection and Field Review		4	4				8	\$1,548
b	Base Mapping		4	4		24		32	\$4,836
c	Geotechnical Evaluation Review		2	2				4	\$774
d	Hydrology Evaluation Review		2	2				4	\$774
e	Caltrans Encroachment and Traffic Engineering Division engagement		6	6				12	\$2,322
Task 1 Preliminary Investigation Subtotal:		0	18	18	0	24	0	60	\$10,254
Task 2 Preliminary Engineering 35% Plans									
a	Project Report		4					4	\$876
b	Coordinate with Public Utilities		4	8		20		32	\$4,960
c	Prepare Preliminary 35% Engineering Plans, Specifications, and Estimate	1	4	24	10	40		79	\$12,209
d	Caltrans Local Assistance and Environmental Studies (CEQA Class 1 CatEX/Nepa)		30	40		24		94	\$16,578
e	Caltrans Request for Authorization documentation		30	30		24		84	\$14,898
Task 2 Preliminary Engineering 35% Plans Subtotal:		1	72	102	10	108	0	293	\$49,521
Task 3 Final Construction Engineering									
a	Prepare Final Engineering Plans, Specifications and Estimate								
	65% Submittal	2	16	16	40	10		84	\$14,344
	95% Submittal	2	10	16	36	10		74	\$12,402
	Final Submittal	2	4	8	24	10		48	\$7,860
c	Caltrans Encroachment Permit Application		10		24			34	\$5,958
d	Caltrans Request for Authorization to Proceed with Construction (E76 Authorization)		10		24			34	\$5,958
e	City Council Approval Meeting		2					2	\$438
Task 3 Final Construction Engineering Subtotal:		6	52	40	148	30	0	276	\$46,960
Task 4 Bidding Support									
a	Bidding Support - RFI Responses		4	8				12	\$2,220
b	Bid Evaluation		2	2				4	\$774
c	Conform Construction Plan Set		2	4		4		10	\$1,658
d	Caltrans Construction Award Package and Closeout		16	24				40	\$7,536
Task 4 Bidding Support Subtotal:		0	24	38	0	4	0	66	\$12,188
Task 5 Project Management									
a	General Management		24					24	\$5,256
b	QA/QC							0	\$0
c	Meetings		24	16				40	\$7,944
Task 5 Project Management Subtotal:		0	48	16	0	0	0	64	\$13,200
Subtotal Labor:		7	214	214	158	166	0	759	\$132,123
Reimbursable Expenses									
Printing, Postage, and Travel		\$1,000							
Potholing Contractor		\$10,000							
Subtotal Reimbursable Expenses		\$11,000							\$11,000
Total Labor Plus Reimbursable Expenses									\$143,123
OPTIONAL SERVICES									
Construction Design Support									
	Review of Submittals			4	8			12	\$1,928
	Review of Request for Information			5	8			13	\$2,096
	Site Review			2	4			6	\$964
Construction Design Support Subtotal:		0	0	11	20	0	0	31	\$4,988
COST BREAKDOWN									
(A) Cost for CALTRANS Local Assistance Process to obligate OBAG grant funding									\$53,250
(B) Cost for BKF Design and Project Management Services									\$89,873
Total Labor Plus Reimbursable Expenses									\$143,123
Total Optional Services									\$4,988
Total Plus Optional Services									\$148,111