



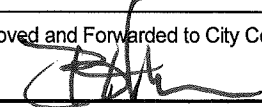
## STAFF REPORT

**Date:** Tuesday, July 8, 2014

**To:** Bryan Montgomery, City Manager

**From:** Kevin Rohani, Public Works Director/City Engineer

**Subject:** Agreement with BKF Engineers Inc. for Engineering Design Services Associated with CIP Project Number 162 – Downtown Main Street “Visioning” Project

Approved and Forwarded to City Council:  
  
Bryan H. Montgomery, City Manager

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### **Background and Analysis**

The City's Capital Improvement Program for the 2014/2015 Fiscal Year includes a project to develop and create a concept plan for the future development of Downtown and Main Street that will complement the successful work that has been underway for the past 3 years with the reconstruction of Main Street by the Civic Center Plaza.

The development of the Downtown is a priority for the City of Oakley, and this cannot be attained without a vision and plan for Main Street. This project will develop this vision and plan for the future development of the Main Street corridor.

This project will create a conceptual design for the future of the Downtown renovations that will continue to compliment the current improvements along the Civic Center frontage, from Norcross Lane to Rose Avenue. This project will develop the layout of future improvements along Main Street that include streetscape, curb, sidewalk, parking, lighting and traffic circulation components. An architectural rendering will be a part of this project, which will be used for the marketing and promoting of the Downtown.

Staff requested a proposal from BKF Engineers Inc. to perform engineering and architectural design and preparation of concept plans. BKF Engineers Inc. is the premiere civil and transportation engineering firm in the bay area with in-depth expertise in design and development of municipal downtowns and similar public and private institution campuses.

### **Fiscal Impact**

Approval of the resolution will authorize the City Manager to execute an agreement with BKF Engineers Inc. for a cost not to exceed \$68,500. The 2014/15 Fiscal Year

Capital Improvement Program budgeted \$80,000 from the One-Time uses of Fund Balance for this project.

**Staff Recommendation**

Staff recommends that the City Council adopt the resolution approving the agreement with BKF Engineers Inc. for design services associated with Project Number 162 – Downtown Main Street “Visioning” project and authorizing the City Manager to enter into the agreement.

**Attachments**

- 1) BKF Engineers Inc. Proposal
- 2) Draft Agreement
- 3) Resolution



June 20, 2014

Kevin Rohani, P.E.  
Public Works Director/City Engineer  
3231 Main Street  
Oakley, CA 94561

RECEIVED

JUN 23 2014

CITY OF OAKLEY

Subject: City of Oakley Downtown Vision

Dear Mr. Rohani:

After meeting with you and your colleagues to discuss the City of Oakley's (City) desires to revitalize the downtown by refining the 2009 Strategic Plan and reinforcing a vision that will promote the addition of businesses and development within the core of the City of Oakley, it is with great interest and excitement that BKF Engineers (BKF) is submitting this proposal to work with the City to develop documents that become a catalyst for economic revitalization of the downtown.

BKF will be teaming with Gates + Associates (Gates) in this exciting effort. As noted within our proposal, both David Gates and I are personally committed to the City and this project. We each will be working on the project and will serve as the City's main point of contact.

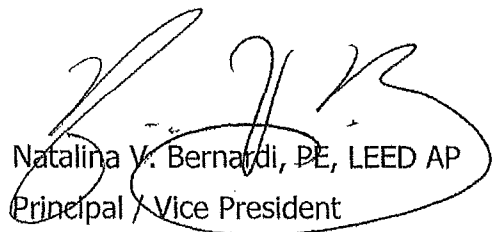
Our team has an excellent reputation of developing concepts and designs that are not only attractive, but consider implementation constraints so that they can be realized as envisioned when constructed. Over the past decades, our team has proven to be an industry-leader working within urbanized settings that are revitalized and converted to better-serve its community. BKF and Gates have collaborated on several notable projects that have refaced streets and downtowns by developing visions and creating sustainable facilities that provide community identity in an attractive and user-friendly environment. This strong working relationship is emphasized by the fact that the BKF and Gates team have worked together on notable projects that were award-winning, at Stanford University and Bay Meadows Development, as well as streetscape projects focusing on upgrading and revitalizing communities in the Town of Los Gatos, County of Alameda and Cities of Los Altos, Saratoga, Richmond and Milpitas.

BKF looks forward to providing the same professionalism and skill in developing a downtown concept which creates excitement and is complimentary to the community desires and history. We appreciate the opportunity to submit this proposal and look forward to establishing an excellent working relationship with the City of Oakley.

Very truly yours,

**BKF ENGINEERS**

4670 Willow Road,  
Suite 250  
Pleasanton  
California 94588  
p-925-396-7700  
f-925-396-7799  
www.bkf.com

  
Natalina V. Bernardi, PE, LEED AP  
Principal / Vice President



BKF Engineers (BKF) is pleased to present this proposal to the City of Oakley (City) to assist the City in refining and reinforcing the City of Oakley's Downtown Vision. For this work BKF, similar to other successful downtown revitalization projects, will be teaming with Gates + Associates (Gates), a Landscape Architecture, Urban Design and Land Planning firm. This team will bring a unique blend of strong, practical design skills, sensitivity to the influence of environmental and cultural settings, understanding of construction realities and true commitment to consensus building.

To emphasize our commitment to the City, both I and David Gates will be leading our team efforts. With over 64 years of combined professional experience designing large and small scale streetscapes, we will work with the City to develop implementable solutions which reflect the City's image and core values in order to ensure that the Downtown Vision celebrates the City's unique demographic, historical and cultural contexts.

Based on our initial review of the June 2009 Downtown Specific Plan, site visits and meeting discussions, BKF understands that the initial phases of the Downtown Specific Plan in the vicinity of the Civic Center have been implemented. Significant time and effort was expended in the development of the 2009 Downtown Specific Plan which described comprehensive concepts which should be built upon to enhance the City's opportunity to market the revitalization of the downtown and attract businesses and developers to invest in Oakley's downtown. To meet this objective, we have developed a scope of work and magnitude of cost for the City's consideration:

**TASK 1 – PROJECT MANAGEMENT**

\$2,000

The objective of this task is to ensure that coordination with the City is maintained throughout the duration of the project. BKF will manage each proposed task in order to ensure that the tasks are completed in a timely manner to the satisfaction of the City.

**TASK 2 - DATA COLLECTION**

\$4,000

The objective of this task is to review existing available documents and the setting so that future efforts can build upon the efforts to-date and lessons learned.

- Review of existing documents to include the 2009 Downtown Specific Plan, Fehr and Peers Traffic Report, City of Oakley General Plan and other pertinent information.
- Obtain and verify right of way and utility information.
- Site review to document existing conditions including limits of Specific Plan improvements.
- Field Reconnaissance to understand the special characteristics of the setting and the opportunities and constraints associated with the Specific Plan vision.



### **TASK 3 – BASE SHEETS**

\$14,500

The objective of this task is to provide an accurate base of the existing conditions on Main Street from Vintage Parkway to Rose Street that can be used to verify the details of the proposed downtown concept and be used as an additional presentation material tool.

- Set 14 survey control points and crosses for aerial flight panels.
- Provide 1"= 40' planimetric base sheets that provide terrain data and contours on a 1-foot interval. Base sheets will be provided in AutoCad format.
- Provide Ortho Photographic Layouts of Project Site
- Delineate and incorporate existing right of way onto the base sheets.
- Supplement base sheets with existing utility information.

#### **PRODUCTS:**

Planimetric Base Sheets

Ortho Photographic Base Sheet

### **TASK 4 - CHARETTE (Plans for surrounding area / planning context)** \$8,500

The objective of this task is to work with City staff and key officials to refine the vision, project goals and identify opportunities and constraints.

- Identify specific improvements and criteria to insure the vision implementation supports the economic and social vitality of downtown Oakley.
- Prepare graphic diagrams, collect imagery to facilitate discussion.
- Assist staff to prepare for Charette.
- Facilitate Charette (2-4 hours), including developing diagram Concept sketches, lists and other documentation during meeting.
- Prepare written and graphic summary.

#### **PRODUCTS:**

Charette Materials and Summary

### **TASK 5 - STREETScape CONCEPT / PLAN DEVELOPMENT** \$17,500

The objective of this task is to confirm the vision and Charette direction with existing conditions and develop creative solutions that respond to the variety of presented constraints while making a strong design statement.

- Identify and map potential conflicts between streetscape improvements and site constraints (utility conflicts, buildings, driveways, parking, existing barriers, ADA compliance, etc.).
- Identify options for addressing conflicts. Develop Concept sketches to illustrate options for review with City staff.
- Prepare Draft Plan Line delineating the meets and bounds of proposed roadway geometry to include roadway striping including bike lanes, on-street parking, curb lines, sidewalk limits and right of way.
- Develop overall graphic of streetscape improvements incorporating selected options.
- Prepare typical cross sections identifying proposed improvements through the various study areas (5-6) along Main Street.
- Develop cost estimates and phasing plan.



**PRODUCTS:**

- Draft and Final Overall Streetscape Plan
- Draft and Final Plan Line for Main Street from Norcross Lane to Rose Street
- Typical Cross Sections

**TASK 6 - STREETScape and URBAN DESIGN (Site Planning and Architectural Design Guidelines)** \$22,000

The objective of this task is to create a comprehensive set of graphics accompanied by a summary document describing the streetscape improvements, architectural elements and linkages connecting to Main Street which can be utilized as "marketing" materials to act as a catalyst for economic revitalization of the downtown.

- Prepare graphics for the streetscape which celebrates the unique character of Oakley and Downtown Center, including:
  - text and photo
  - illustrative plan
  - photo simulation (2-3)
  - enlarged sketch and sections
- Prepare photo images/sketches/enlarged study areas of plazas, paseos, front entry, parking area/cross section/photo simulations for the Urban Design Concept to include:
  - Paseos and Alleys
  - Parking Lot Configuration
  - Building Setbacks from Main Street
  - Building Massing
  - Architectural Heritage (existing building character)
  - Architectural Guidelines (retail, mixed use, office, residential, public buildings)
  - Architectural Character
- Develop a summary document describing and accompanying the streetscape and urban design features.

**PRODUCTS:**

- Draft and Final Set of Graphics and Summary

**SUMMARY**

TASK 1 – PROJECT MANAGEMENT	\$2,000
TASK 2 – DATA COLLECTION	\$4,000
TASK 3 – BASE SHEETS	\$14,500
TASK 4 – CHARENTE (Plans for surrounding area / planning context)	\$8,500
TASK 5 – STREETScape CONCEPT / PLAN DEVELOPMENT	\$17,500
TASK 6 – STREETScape and URBAN DESIGN (Site Planning and Architectural Design Guidelines)	\$22,000
<b>TOTAL</b>	<b>\$68,500</b>

**BKF Engineers - Estimated Hours and Costs for City of Oakley Downtown Vision**



**Firm**

**Classification**

	Hourly Rate	Project Management	Data Collection	Base Sheets	Charette	Streetscape Concept / Plan Development	Streetscape/Urban Design	Total Hours by Personnel	Total Cost by Personnel
<b>BKF ENGINEERS (BKF)</b>	<b>\$/hr</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Task 6</b>	<b>Total</b>	<b>Total</b>
Principal	\$209.00	6	2	2	4	10	4	28	\$ 5,852
Associate	\$182.00	4		1		4		9	\$ 1,638
Project Manager	\$172.00		4	3	2	8	2	19	\$ 3,268
Eng II and Surveyor II	\$129.00		6	10		16	4	36	\$ 4,644
Technician / Drafter	\$126.00				6	8	4	18	\$ 2,268
2-Man Survey Crew	\$245.00			16				16	\$ 3,920
<b>BKF Total Hours</b>		<b>10</b>	<b>12</b>	<b>32</b>	<b>12</b>	<b>46</b>	<b>14</b>	<b>126</b>	
<b>BKF Labor</b>		<b>\$1,982</b>	<b>\$1,880</b>	<b>\$6,326</b>	<b>\$1,936</b>	<b>\$7,266</b>	<b>\$2,200</b>		<b>\$ 21,590</b>
<b>BKF Reimbursables</b>			<b>\$75</b>	<b>\$8,000</b>	<b>\$100</b>	<b>\$120</b>	<b>\$100</b>		<b>\$ 8,395</b>
<b>BKF Total (Dollars)</b>		<b>\$1,982</b>	<b>\$1,955</b>	<b>\$14,326</b>	<b>\$2,036</b>	<b>\$7,386</b>	<b>\$2,300</b>		<b>\$ 29,985</b>

**Gates & Associates (Gates)**

	\$/hr	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total	Total
Principal Partner	\$185.00		5		14	16	40	75	\$ 13,875
Senior Associate	\$120.00		6		10	12	38	66	\$ 7,920
Associate	\$115.00		4		10	24	24	62	\$ 7,130
Visual Designer	\$115.00				12	24	40	76	\$ 8,740
<b>Gates Total Hours</b>		<b>0</b>	<b>15</b>	<b>0</b>	<b>46</b>	<b>76</b>	<b>142</b>	<b>279</b>	
<b>Gates Labor</b>		<b>\$0</b>	<b>\$2,105</b>	<b>\$0</b>	<b>\$6,320</b>	<b>\$9,920</b>	<b>\$19,320</b>		<b>\$ 37,665</b>
<b>Gates Reimbursables</b>					<b>\$150</b>	<b>\$300</b>	<b>\$400</b>		<b>\$ 850</b>
<b>Gates Totals (Dollars)</b>		<b>\$0</b>	<b>\$2,105</b>	<b>\$0</b>	<b>\$6,470</b>	<b>\$10,220</b>	<b>\$19,720</b>		<b>\$ 38,515</b>

**Summary of Total Hours and Costs**

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total	Total
<b>Project Total Hours</b>	10	27	32	58	122	156	405	
<b>Project Total Reimbursables</b>	\$ -	\$ 75	\$ 8,000	\$ 250	\$ 420	\$ 500		\$ 9,245
<b>Project Total Labor Costs</b>	\$ 1,982	\$ 3,985	\$ 6,326	\$ 8,256	\$ 17,186	\$ 21,520		\$ 59,255
<b>Project Total Costs (per Task)</b>	\$ 1,982	\$ 4,060	\$ 14,326	\$ 8,506	\$ 17,606	\$ 22,020		
							<b>Total Cost</b>	<b>\$ 68,500</b>



**CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF OAKLEY AND BKF ENGINEERS  
FOR ENGINEERING DESIGN SERVICES FOR THE CITY OF OAKLEY  
DOWNTOWN VISIONING PROJECT**

THIS AGREEMENT for consulting services is made by and between the City of Oakley ("City") and **BKF ENGINEERS** ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_ 2014 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2015, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement 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. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** 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.
- 1.4 **Time.** 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 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **SIXTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$68,500.00)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs



incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
  - The Consultant's signature.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.
- 2.5 **Reimbursable Expenses.** Reimbursable expenses are included in the total payment specified in Exhibit A and described in Section 2, Compensation. There are no additional reimbursable expenses associated with this agreement.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this

section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

**4.1 Variation.** The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise fully protected.

**4.2 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

**4.3 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **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.

**7.4 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. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this

Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the 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 3 years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 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 shall 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.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall 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.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

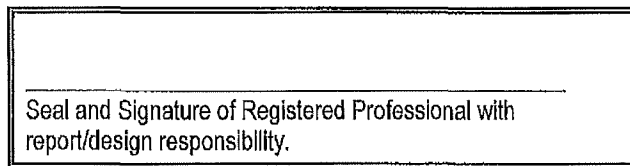
Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in 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 services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Kevin Rohani, Public Works Director/City Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:  
BKF Engineers  
Attn: Natalina V. Bernardi, PE, LEED AP  
4670 Willow Road Suite 250  
Pleasanton, CA 94588



Any written notice to City shall be sent to:  
City of Oakley  
Attn: Kevin Rohani, Public Works Director/City Engineer  
3231 Main Street  
Oakley, CA 94561

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work and insurance requirements attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A            Scope of Services and Fee Schedule  
Exhibit B            Insurance Requirements

- 10.13 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.

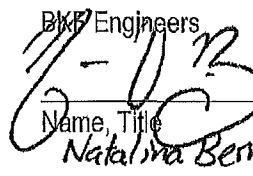
The Parties have executed this Agreement as of the Effective Date.

CITY OF OAKLEY

\_\_\_\_\_  
Bryan H. Montgomery, City Manager

Attest:

\_\_\_\_\_  
Libby Vreonis, City Clerk

BKF Engineers  
  
\_\_\_\_\_  
Name, Title  
Natalina Bernardi, Principal/VP

Approved to as Form:

\_\_\_\_\_  
Derek Cole, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**



**BKF**

ENGINEERS  
SURVEYORS  
PLANNERS

June 20, 2014

Kevin Rohani, P.E.  
Public Works Director/City Engineer  
3231 Main Street  
Oakley, CA 94561

RECEIVED

JUN 23 2014

CITY OF OAKLEY

Subject: City of Oakley Downtown Vision

Dear Mr. Rohani:

After meeting with you and your colleagues to discuss the City of Oakley's (City) desires to revitalize the downtown by refining the 2009 Strategic Plan and reinforcing a vision that will promote the addition of businesses and development within the core of the City of Oakley, it is with great interest and excitement that BKF Engineers (BKF) is submitting this proposal to work with the City to develop documents that become a catalyst for economic revitalization of the downtown.

BKF will be teaming with Gates + Associates (Gates) in this exciting effort. As noted within our proposal, both David Gates and I are personally committed to the City and this project. We each will be working on the project and will serve as the City's main point of contact.

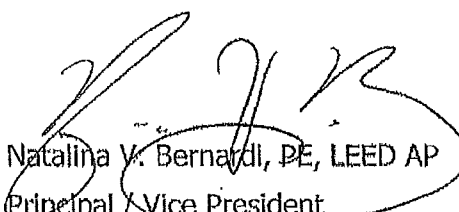
Our team has an excellent reputation of developing concepts and designs that are not only attractive, but consider implementation constraints so that they can be realized as envisioned when constructed. Over the past decades, our team has proven to be an industry-leader working within urbanized settings that are revitalized and converted to better-serve its community. BKF and Gates have collaborated on several notable projects that have refaced streets and downtowns by developing visions and creating sustainable facilities that provide community identity in an attractive and user-friendly environment. This strong working relationship is emphasized by the fact that the BKF and Gates team have worked together on notable projects that were award-winning, at Stanford University and Bay Meadows Development, as well as streetscape projects focusing on upgrading and revitalizing communities in the Town of Los Gatos, County of Alameda and Cities of Los Altos, Saratoga, Richmond and Milpitas.

BKF looks forward to providing the same professionalism and skill in developing a downtown concept which creates excitement and is complimentary to the community desires and history. We appreciate the opportunity to submit this proposal and look forward to establishing an excellent working relationship with the City of Oakley.

Very truly yours,

**BKF ENGINEERS**

4670 Willow Road,  
Suite 250  
Pleasanton  
California 94588  
p 925-396-7700  
f 925-396-7799  
www.bkf.com

  
Natalina V. Bernardi, PE, LEED AP  
Principal / Vice President



BKF Engineers (BKF) is pleased to present this proposal to the City of Oakley (City) to assist the City in refining and reinforcing the City of Oakley's Downtown Vision. For this work BKF, similar to other successful downtown revitalization projects, will be teaming with Gates + Associates (Gates), a Landscape Architecture, Urban Design and Land Planning firm. This team will bring a unique blend of strong, practical design skills, sensitivity to the influence of environmental and cultural settings, understanding of construction realities and true commitment to consensus building.

To emphasize our commitment to the City, both I and David Gates will be leading our team efforts. With over 64 years of combined professional experience designing large and small scale streetscapes, we will work with the City to develop implementable solutions which reflect the City's image and core values in order to ensure that the Downtown Vision celebrates the City's unique demographic, historical and cultural contexts.

Based on our initial review of the June 2009 Downtown Specific Plan, site visits and meeting discussions, BKF understands that the initial phases of the Downtown Specific Plan in the vicinity of the Civic Center have been implemented. Significant time and effort was expended in the development of the 2009 Downtown Specific Plan which described comprehensive concepts which should be built upon to enhance the City's opportunity to market the revitalization of the downtown and attract businesses and developers to invest in Oakley's downtown. To meet this objective, we have developed a scope of work and magnitude of cost for the City's consideration:

**TASK 1 – PROJECT MANAGEMENT**

\$2,000

The objective of this task is to ensure that coordination with the City is maintained throughout the duration of the project. BKF will manage each proposed task in order to ensure that the tasks are completed in a timely manner to the satisfaction of the City.

**TASK 2 - DATA COLLECTION**

\$4,000

The objective of this task is to review existing available documents and the setting so that future efforts can build upon the efforts to-date and lessons learned.

- Review of existing documents to include the 2009 Downtown Specific Plan, Fehr and Peers Traffic Report, City of Oakley General Plan and other pertinent information.
- Obtain and verify right of way and utility information.
- Site review to document existing conditions including limits of Specific Plan improvements.
- Field Reconnaissance to understand the special characteristics of the setting and the opportunities and constraints associated with the Specific Plan vision.



### **TASK 3 – BASE SHEETS**

\$14,500

The objective of this task is to provide an accurate base of the existing conditions on Main Street from Vintage Parkway to Rose Street that can be used to verify the details of the proposed downtown concept and be used as an additional presentation material tool.

- Set 14 survey control points and crosses for aerial flight panels.
- Provide 1"= 40' planimetric base sheets that provide terrain data and contours on a 1-foot interval. Base sheets will be provided in AutoCad format.
- Provide Ortho Photographic Layouts of Project Site
- Delineate and incorporate existing right of way onto the base sheets.
- Supplement base sheets with existing utility information.

#### **PRODUCTS:**

Planimetric Base Sheets  
Ortho Photographic Base Sheet

### **TASK 4 - CHARETTE (Plans for surrounding area / planning context)** \$8,500

The objective of this task is to work with City staff and key officials to refine the vision, project goals and identify opportunities and constraints.

- Identify specific improvements and criteria to insure the vision implementation supports the economic and social vitality of downtown Oakley.
- Prepare graphic diagrams, collect imagery to facilitate discussion.
- Assist staff to prepare for Charette.
- Facilitate Charette (2-4 hours), including developing diagram Concept sketches, lists and other documentation during meeting.
- Prepare written and graphic summary.

#### **PRODUCTS:**

Charette Materials and Summary

### **TASK 5 - STREETScape CONCEPT / PLAN DEVELOPMENT** \$17,500

The objective of this task is to confirm the vision and Charette direction with existing conditions and develop creative solutions that respond to the variety of presented constraints while making a strong design statement.

- Identify and map potential conflicts between streetscape improvements and site constraints (utility conflicts, buildings, driveways, parking, existing barriers, ADA compliance, etc.).
- Identify options for addressing conflicts. Develop Concept sketches to illustrate options for review with City staff.
- Prepare Draft Plan Line delineating the meets and bounds of proposed roadway geometry to include roadway striping including bike lanes, on-street parking, curb lines, sidewalk limits and right of way.
- Develop overall graphic of streetscape improvements incorporating selected options.
- Prepare typical cross sections identifying proposed improvements through the various study areas (5-6) along Main Street.
- Develop cost estimates and phasing plan.



**PRODUCTS:**

- Draft and Final Overall Streetscape Plan
- Draft and Final Plan Line for Main Street from Norcross Lane to Rose Street
- Typical Cross Sections

**TASK 6 - STREETScape and URBAN DESIGN (Site Planning and Architectural Design Guidelines)** \$22,000

The objective of this task is to create a comprehensive set of graphics accompanied by a summary document describing the streetscape improvements, architectural elements and linkages connecting to Main Street which can be utilized as "marketing" materials to act as a catalyst for economic revitalization of the downtown.

- Prepare graphics for the streetscape which celebrates the unique character of Oakley and Downtown Center, including:
  - text and photo
  - illustrative plan
  - photo simulation (2-3)
  - enlarged sketch and sections
- Prepare photo images/sketches/enlarged study areas of plazas, paseos, front entry, parking area/cross section/photo simulations for the Urban Design Concept to include:
  - Paseos and Alleys
  - Parking Lot Configuration
  - Building Setbacks from Main Street
  - Building Massing
  - Architectural Heritage (existing building character)
  - Architectural Guidelines (retail, mixed use, office, residential, public buildings)
  - Architectural Character
- Develop a summary document describing and accompanying the streetscape and urban design features.

**PRODUCTS:**

- Draft and Final Set of Graphics and Summary

**SUMMARY**

TASK 1 – PROJECT MANAGEMENT	\$2,000
TASK 2 – DATA COLLECTION	\$4,000
TASK 3 – BASE SHEETS	\$14,500
TASK 4 – CHARENTE (Plans for surrounding area / planning context)	\$8,500
TASK 5 – STREETScape CONCEPT / PLAN DEVELOPMENT	\$17,500
TASK 6 – STREETScape and URBAN DESIGN (Site Planning and Architectural Design Guidelines)	\$22,000
<b>TOTAL</b>	<b>\$68,500</b>

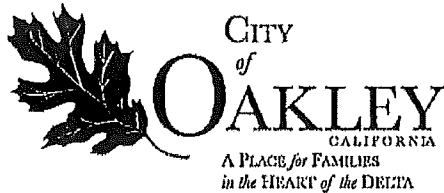
**BKF Engineers - Estimated Hours and Costs for City of Oakley Downtown Vision**



Firm	Classification	Hourly Rate	Project Management	Data Collection	Site Analysis	Clearance	Process Control / Plan Development	Streetscape/Urban Design	Total Hours by Personnel	Total Cost by Personnel
<b>BKF ENGINEERS (BKF)</b>		\$/hr	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total	Total
	Principal	\$209.00	6	2	2	4	10	4	28	\$5,852
	Associate	\$182.00	6		1		4		11	\$1,988
	Project Manager	\$172.00		4	9	2	6	2	19	\$3,268
	Eng II and Surveyor II	\$129.00		6	10		16	4	36	\$4,644
	Technician / Drafter	\$126.00				6	8	4	18	\$2,268
	2-Man Survey Crew	\$245.00			16				16	\$3,920
	<b>BKF Total Hours</b>		10	12	32	12	40	14	126	
	<b>BKF Labor</b>	\$1,982	\$1,982	\$3,984	\$6,926	\$1,936	\$7,266	\$2,200		\$21,590
	<b>BKF Reimbursables</b>			\$78	\$8,000	\$100	\$120	\$100		\$8,398
	<b>BKF Total (Dollars)</b>	\$1,982	\$1,982	\$4,062	\$14,926	\$2,036	\$7,386	\$2,300		\$29,985

Gates & Associates (Gates)	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total	Total
Principal Partner	\$185.00		6		14	16	40	76	\$13,875
Senior Associate	\$120.00		6		10	12	98	66	\$7,920
Associate	\$115.00		4		10	24	24	62	\$7,150
Visual Designer	\$115.00				12	24	40	76	\$8,740
<b>Gates Total Hours</b>		0	16	0	46	76	142	279	
<b>Gates Labor</b>	\$0	\$0	\$1,840	\$0	\$5,280	\$8,640	\$15,920		\$26,680
<b>Gates Reimbursables</b>					\$150	\$300	\$400		\$850
<b>Gates Totals (Dollars)</b>	\$0	\$0	\$1,840	\$0	\$5,430	\$8,940	\$16,320		\$27,530

Summary of Total Hours and Costs									
	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total	Total	Total
<b>Project Total Hours</b>	10	27	32	58	127	156	405		
<b>Project Total Reimbursables</b>	\$0	\$75	\$8,000	\$250	\$420	\$500			\$9,245
<b>Project Total Labor Costs</b>	\$1,982	\$3,985	\$6,926	\$8,256	\$17,186	\$21,520			\$59,255
<b>Project Total Costs (per Task)</b>	\$1,982	\$4,060	\$14,926	\$8,506	\$17,606	\$22,020			
							<b>Total Cost</b>		<b>\$68,500</b>



## EXHIBIT B Insurance Requirements

### PROFESSIONAL SERVICE CONTRACTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$2,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(WC insurance is not required if Consultant provides written verification it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** policy aggregate.

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).



2. For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with thirty (30) days prior written notice to the City.

#### ***Waiver of Subrogation***

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

#### ***Claims Made Policies***

If any coverage required is written on a claims-made basis:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

***Special Risks or Circumstances***

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

RESOLUTION NO. \_\_\_-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING AN AGREEMENT WITH BKF ENGINEERS INC. FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH DOWNTOWN MAIN STREET "VISIONING" PROJECT NUMBER 162 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, as part of the Fiscal Year 2014/2015 Budget, the City of Oakley approved a 5-Year Capital improvement Program (CIP); and

**WHEREAS**, Project Number 162 is to design the concept plan for the Downtown Main Street improvements; and

**WHEREAS**, BKF Engineers Inc., is the premiere engineering firm in the bay area with expertise in municipal downtown design and development; and

**WHEREAS**, BKF Engineers Inc., has submitted a proposal to prepare design services for CIP Project Number 162 for an amount not to exceed \$68,500; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the City Council of the City of Oakley hereby approves the agreement with BKF Engineers Inc. for the preparation of engineering concept design drawings, and cost estimates for CIP Project Number 162 for an amount not to exceed \$68,500, in the form attached hereto as Exhibit A, and authorizes the City Manager to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8<sup>th</sup> of July, 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

APPROVED:

ATTEST:

\_\_\_\_\_  
Randy Pope, Mayor

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date