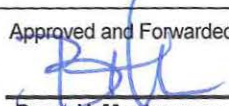




STAFF REPORT

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Date: Tuesday, December 8, 2015

To: Bryan Montgomery, City Manager

From: Kevin Rohani, Public Works Director/City Engineer

Subject: Authorize the City Manager to execute an amendment to the Consulting Services Agreement with BKF Engineers, Inc. for the Main Street Realignment Project (Norcross Lane to 2nd Street) - CIP 165

Background and Analysis

The City's Capital Improvement Program for the Fiscal Year 2015/2016 includes a project to design and construct the Main Street improvements in downtown from Norcross Lane to 2nd Street. The development of downtown Oakley is a priority for the City Council. The goal for the community is to have a downtown that is thriving and vibrant, and will serve as a solid foundation for the economic vitality of Oakley.

As part of the Strategic Goals of the City Council in 2014, the downtown "Visioning" project undertook a yearlong comprehensive review of downtown Oakley. This process involved various stakeholders; from a City Council sub-committee, downtown merchants and property owners, staff, and the consultant team. This process was very effective, as it developed a concept plan for the improvements to downtown Oakley that will be implemented in the coming years.

The City of Oakley budget for FY 2015/16 allocated funding for improvements to Main Street in downtown Oakley. On July 14, 2015, the City Council awarded a design contract to BKF Engineers, Inc. for performing the final design and preparation of construction documents for the above referenced project. The design team has been working on various elements of the project design over the past several months, with the goal to have the design completed by summer 2016, followed by the construction of the project.

The City's Planning Manager and Economic Development Manager have been working with the development community to promote downtown Oakley and create opportunities for new development in downtown. Their efforts have resulted in a very exciting opportunity to develop the vacant property located on Main Street between 2nd and 5th Streets. This is the parcel of land between the railroad tracks and Main Street.

The development project at this site is for the construction of a 40,000 SF retail/office complex which would be a great enhancement for Oakley and the downtown, and would promote the vitality of the downtown area. This development project is adjacent to the limits of the CIP 165 project that is currently under design. The developer of this site has agreed to accelerate the construction of the buildings, if the street frontage improvements can be constructed in advance and as part of the Main Street improvements that cover from Norcross Lane to 2nd Street. If the street improvements on Main Street from 2nd to 5th Streets are done as part of CIP 165 Project, there would be an economy of scale for the City and more timely construction of the improvements in fall 2016, in advance of the construction of the new retail/office complex project.

Fiscal Impact

Approval of this resolution will accept the proposal and authorize the City Manager to execute an amendment to the agreement with BKF Engineers, Inc. for a cost not to exceed \$99,850. The funding of this contract amendment will be from Traffic Impact Fees funds.

The funding for the construction of the Main Street improvements will be included in the FY 2016-127 CIP budget.

Staff Recommendation

Staff recommends that the City Council adopt the resolution approving the proposal with BKF Engineers, Inc. for additional design services associated with Project Number 165 – Main Street Improvements (Norcross Lane to 2nd Street) and authorize the City Manager to sign the amendment to the design agreement.

Attachments

- 1) Original BKF Engineers, Inc. Consulting Services Agreement
- 2) New BKF Engineers, Inc. Proposal (Exhibit A)
- 3) Resolution



**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF OAKLEY AND BKF ENGINEERS FOR CITY OF
OAKLEY DOWNTOWN IMPROVEMENTS - MAIN STREET
(NORCROSS LANE TO 2nd STREET) - CIP 165**

THIS AGREEMENT for consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and **BKF Engineers, a California Company** (hereinafter referred to as "Consultant"), collectively sometimes referred to hereinafter as the "Parties", as of **July 14, 2015** (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 or proposal letter attached hereto and incorporated herein 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 **June 30, 2016**, 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. Should this Agreement be amended to include additional tasks as contemplated in Section 1, the term of services shall be extended as mutually agreed upon by City and Consultant.
- 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.
- 1.5 **Public Works Requirement.** Notice is hereby given that "work performed during the design and preconstruction phases of construction including, but not limited to, inspection

and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code, requiring the payment of prevailing wages and the provisions set out in Exhibit B.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed the **Two Hundred Seventy Two Thousand Dollars and Zero Cents (\$272,000)**, 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 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 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **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 approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and expenses not listed in Exhibit A are not chargeable to the City.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8 of this Agreement, 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.
- 2.9 **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 the types and amounts of insurance listed below and in Exhibit C 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. Consistent with the following provisions, 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 D.

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 sufficiently 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:

- 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 or any third party.

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, 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, Not 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 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 of 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. This Agreement may be extended at the option of the City. Should City decide to exercise its option to extend this

Agreement, City shall provide written notice to Consultant at least sixty (60) days prior to the end date of this Agreement. 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, unless City agrees to do so by written amendment to this Agreement. Similarly, Consultant understands and agrees that, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period, unless City agrees to do so by written amendment to this Agreement.

- 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 include, 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 of this Agreement 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 three (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 three (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 County of Contra Costa 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 twelve (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, P.E. 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.

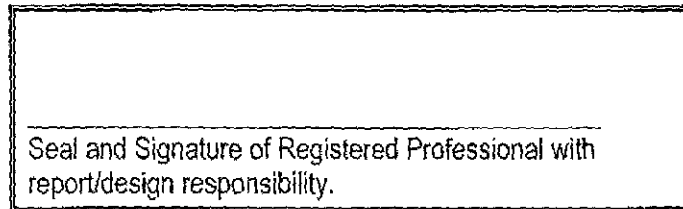
Any written notice to Consultant shall be sent to:

BKF Engineers
Attn: Natalina V. Bernardi, P.E., LEED AP
Principal/Vice President
4670 Willow Road Suite 250
Pleasanton, CA 94588

Any written notice to City shall be sent to:

City of Oakley
Attn: Kevin Rohani, P.E.,
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 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 Compensation Schedule, Provisions Required for Public Works Contracts, Insurance Requirements, and Verification of Required Insurance, attached hereto and incorporated herein as Exhibit A, B, C and D respectively, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services and Compensation Schedule
<u>Exhibit B</u>	Provisions Required for Public Works Contracts
<u>Exhibit C</u>	Insurance Requirements
<u>Exhibit D</u>	Verification of Required Insurance

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.

10.14 **Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

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

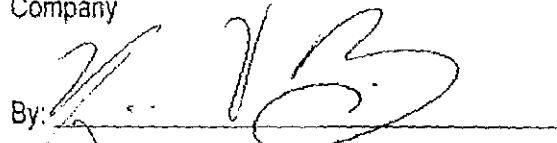
CITY

CONSULTANT


City of Oakley, a municipal corporation
in the State of California

BKF Engineers, a California
Company

By: 
Bryan H. Montgomery, City Manager


By: 
Natalina V. Bernardi,
Name and Title
Principal & Vice President

Attest:



Libby Vreonis, City Clerk

Approved as to Form:



Derek P. Cole, City Attorney

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION SCHEDULE



BKF

ENGINEERS
SURVEYORS
PLANNERS

May 11, 2015

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

Subject: City of Oakley Downtown Improvements, Main Street (Norcross Lane to Second Street)

Dear Mr. Rohani:

Per our conversation, the City of Oakley (City) plans to implement a segment the downtown Visioning Plan established by BKF and Gates + Associates in January of 2015, and reinforce 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 develop plans, specifications and estimate (construction documents) to advance the design for the improvements on Main Street from Norcross Lane to Second Street.

BKF will be teaming with Gates + Associates (Gates) in this exciting effort. As noted within our proposal, we are personally committed to the City and this project. Natalina Bernardi will serve as the City's main point of contact.

Our team has an excellent reputation of developing concepts and implementing designs that are not only attractive, but consider localized constraints so that they can be realized as envisioned before construction. 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 the Oakley Downtown Visioning Plan in January of 2015 and have a clear understanding of the City's vision and project constraints. In developing this vision with the City, BKF and Gates + Associates will provide a seamless transition into final design and the continuation of the City's vision for the downtown core.

BKF looks forward to providing the same professionalism and skill in preparation of the PS&E for Main Street from Norcross Lane to Second Street. We appreciate the opportunity to submit this proposal and look forward to continuing our excellent working relationship with the City of Oakley.

Very truly yours,

BKF ENGINEERS

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

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



BKF recognizes that a complete understanding of services and an organized project delivery approach is critical for project success. We understand that managing, building consensus, and obtaining project approvals and permits is often more challenging than preparing the actual design documents. Ensuring that these processes are managed will allow the City of Oakley's Project to be delivered on schedule and within budget. Our expertise and straight forward approach in managing federally funded projects under the Caltrans local assistance program will enable the City of Oakley to meet or exceed federally funded deadlines. Below is our overall project understanding followed by our management and design approach:

PROJECT UNDERSTANDING

The City of Oakley plans to extend the Main Street downtown improvements from Norcross Lane to Second Street. The new streetscape extension will advance the planned segment on Main Street from Norcross Lane to Second Street to final PS&E design. Improvements at the intersections of Main Street/Norcross Lane, Main Street/Hall Street, Main Street/O'Hara Avenue, and Main Street/Second Street will enhance pedestrian safety and connectivity. Traffic signal improvements at the Main Street/Norcross Avenue intersection will be consistent with pedestrian improvements at this intersection.

The project will add sidewalks and bulb-outs on Main Street from Norcross Lane to Second Street, increasing connectivity, safety, and facilitating pedestrian crossing by allowing individuals to establish their presence within a crossing area before vehicles begin to turn. The project will also provide enhanced pedestrian accommodations, accessible sidewalks and curb ramps, and site furnishings. Increasing parking spaces and access along Main Street and minor cross-streets will facilitate access to downtown merchants and create a buffer from the roadway. Developing sidewalk continuity through driveways and added control at major intersections will allow visitors and patrons to walk from one place to the next while navigating through the downtown core.

It is understood that there will be no right of way acquisitions with this project. Utility relocation and drainage improvements will be only to support the street design.

BKF will prepare the PS&E documents for construction to include geometric design, grading, drainage design, lighting, traffic signal, utility relocation, and streetscape, planting and irrigation enhancements for the planned street improvements. A full description of the scope of work is summarized below.

The project will be consistent with the City's Downtown Specific Plan (adopted March 2010) and with the Downtown Visioning Plan (January 2015).



SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

The project will begin with a kickoff meeting with the City of Oakley. Our approach to Project Management includes comment review meetings after each milestone submittal. BKF will prepare meeting agendas and keep minutes for meetings with the City. We will also prepare and update the project schedule on a monthly basis which will be presented at the project coordination meetings.

Project Administration - BKF's Project Manager will supervise, coordinate, and monitor the design for conformance with City's standards and policies. BKF will establish and implement a quality control procedure for design activities, perform in-house quality control reviews for each task, and submit project deliverables to the City for review in accordance with the approved schedule.

Kick-off Meeting - A partnering/kick-off meeting will be scheduled with the City soon after the Notice-to-Proceed to confirm project scope, goals, and objectives.

Meetings - Conduct monthly project meetings either in person or via teleconference. BKF will attend monthly progress meetings with the City staff to discuss the project progress, issues which may affect the project schedule and budget, and any other agenda items that the City may request for discussion. BKF will prepare the agenda, action logs, updated project schedules and meeting minutes.

CPM Schedule - BKF will prepare a detailed Critical Path Method (CPM) schedule for the entire project using Microsoft Project software. The Microsoft Project CPM schedule will be updated on a monthly basis and submitted at each monthly Project Meeting.

Invoices/Progress Reports - BKF will prepare and submit budget reports, monthly progress reports, and invoices in accordance with the City's requirements.

Quality Assurance - BKF will perform an in-house QA/QC review of the documents submitted to the City and outside agencies. BKF's quality control review prior to each submittal will include the review of the design package for coordination among the various design elements, compliance with City and Federally Funded project standards, and completeness. The different project sheets will present the design in a common manner with no contradictions or variances. The review will focus on ensuring that the plan elements are clearly delineated.

Task 1 Deliverables

- 1) *City Meeting Agendas/Minutes (8 Meetings)*
- 2) *Project Schedule*

TASK 2: SURVEY/RECORD BOUNDARY/REPORTING/DOCUMENT EXISTING CONDITIONS

Immediately after receiving the Notice-to-Proceed, BKF will perform site investigations and review all available documentation. We will conduct preliminary investigations and verify right of way and utility locations. This task will consist of compiling, reviewing existing data pertinent to the project and performing investigations necessary to verify the project's criteria and scope. Also included are planning phase activities, identifying supplemental information, performing field survey work, and conducting site visits/field review, and obtaining information and requirements related to utilities and right of way conditions.



In the 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 allowing the City to direct additional funds for street improvements. The data collected will help our team define site constraints, confirm budget, and establish the scope of work necessary to prepare the streetscape along Main Street. BKF team activities will include the following during this task:

Collect Record Data and Relevant Project Information: BKF will obtain and review available data and information necessary for the design of the project. This information may be obtained from the City, utility companies, or other organizations. BKF will compile available pavement information, right of way record maps, utility occupation drawings, block maps, and third party utility as-built information of record to supplement the topographic base sheets and begin the utility verification process. Data to be reviewed includes the following:

- Review work performed as part of the Main Street Downtown Street Improvements PS&E – CIP 11 and 103
- Previous report(s) or documents related to the proposed project area
- As-built plans
- Utility information
- Right of way information

Field Review:

BKF will visit Main Street with the City to document the project limits, conform areas, and verify locations of existing above-ground utilities. We will compile both a photographic log and field notes of the investigation. BKF will evaluate the following:

- Existing pavement condition
- Existing limits of curb, gutter and sidewalk to remain – identify conform locations
- Location of entrance ways
- Location of existing utility boxes and poles and signal equipment
- Back of walk conforms for sidewalk and curb ramps

Background/Supplemental Survey - BKF will use the existing raw aerial topographic base map of the project area as background for the plan sheets. Our field survey crews will recover sufficient survey monument information in the area to establish control that will be used for the project. The horizontal and vertical coordinate system used for establishing existing survey control for the project will be determined upon further discussions with the City.

BKF will provide supplemental survey services for purposes of locating elements in the field that are necessary for design of the Downtown Main Street improvements from Norcross Lane to Second Street. Some of these elements will include elevation at entrance ways, existing improvements to remain (for conform purposes), street crown elevation, limits of driveways, manhole invert elevations, utility poles, vaults, and building corners and traffic signal equipment.



Record Boundary - Utilizing the survey control and the existing raw aerial mapping, BKF will obtain recorded right of way information to provide record boundary of the various individual parcels that are located within the project limits. The record boundary and easement information will be superimposed onto the aerial topographic map.

This proposal excludes title services, County map checking or filing fees, mailing and reproduction costs, plotting expenses, the setting of any property corners and the filing of any record of survey that may be required under California law. This proposal is also based on the fact that BKF will be provided with access to all of the properties within and adjacent to the survey limits.

This scope of services assumes that all utilities will be placed within the roadway right of way under the franchise agreement and that no separate Public Utility Easements will be required for the project.

Utility Research and Coordination: BKF will perform utility research to map the existing utilities in the project area, have USA field locate utilities that potentially conflict with the proposed improvements, and develop relocation plans for conflicting utilities. We will incorporate the City's storm drain and sewer information into the base drawing. All the gathered utility information will be compiled and used to supplement the project bases sheets to provide a complete existing base.

BKF will prepare a potholing plan for concurrence by the City and work with EXARO Technologies to positively identify location of existing utilities. This level of effort will minimize construction costs and ensure the correct placement of the proposed improvements. We will provide both written notice and hold a meeting at the City offices describing the proposed construction schedule. As part of the utility coordination work, BKF will:

- Review work performed as part of the Main Street Downtown Street Improvements PS&E – CIP 11 and 103
- Review and update as-built utility information for the Project area
- Request utility mapping from all affected utility owners
- Update base mapping with existing utility information
- Identify potential utility conflicts
- Submit utility maps to impacted utility owners for verification of potential conflicts
- Prepare utility potholing plan for coordination with EXARO Technologies
- Coordinate the above work with the utility owners

Geotechnical Data: Parikh Consultants Inc. (PCI) will evaluate existing geotechnical data and establish "R-Values" for areas of asphalt overlay or reconstruction of street section where necessary. Parikh Consultants will perform field exploration, borings, sample evaluation and testing for the project. They will prepare a geotechnical memorandum and log of test borings establishing the recommended pavement section. This scope of work assumes that the City will waive all permit fees related to geotechnical investigation.

Task 2 Deliverables

- 1) *Aerial Topographic Background and Supplemental Survey*
- 2) *Record Boundary*
- 3) *Utility Mapping/Potholing plan*
- 4) *Geotechnical Memorandum*

TASK 3: PRELIMINARY DESIGN

BKF will refine the concept design prepared to date based on multiple factors such as utility impacts, right of way impacts, pedestrian connectivity, overall cost and schedule, and work with the City and stakeholders to develop a detailed design to be advanced into final design. BKF will advance the concept and identify the following, assessing benefits, constraints and challenges:

- Prepare Horizontal and vertical alignment, layout and lane configuration
- Prepare typical sections showing right of way and conform limits
- Provide a design that will implement facilities for pedestrians while maintaining two lanes in each direction.
- Evaluate locations and limits of bulb-outs
- Prepare a preliminary Utility Relocation Plan
- Prepare order of magnitude cost estimate for design.
- Prepare memo establishing the design criteria for final design
- Refined layout of hardscape and softscape
- Prepare options for gateway elements (up to 3 options)
- Preliminary details (seatwalls, site accessories or furniture)
- Selection of plant materials
- Conceptual site landscape lighting
- Review cost estimate of participation in value engineering.
- Prepare presentation exhibits, including two photo simulations.
- Participate in presentation to finalize design direction.

The advanced preliminary design will be detailed as an approved preliminary plan in exhibit form with cross sections and highlighted details to ensure that all potential issues are discussed. With concurrence on the details and criteria of the design, the project can proceed in obtaining formal approval.

Task 3 Deliverables

- 1) *Preliminary Design Layout for Main Street from Norcross Lane to Second Street*
- 2) *Preliminary Utility Relocation Plan*
- 3) *Gateway Options*
- 4) *Presentation Material/Photo simulation*



TASK 4: FINAL DESIGN

With the completion of the Preliminary Design Phase, BKF will initiate the Final Design Phase preparing plans, specifications, and Construction Cost Estimate as discussed below.

Based on the developments during the design and criteria established during the preliminary phase, all the major components of the design plans, technical specifications and estimate will be advanced to final design during this phase.

TASK 4.1 Project Plans

Design submittals will be prepared for the 60%, 90% and final plans. With the establishment and review of the alignment and geometry, design will be production-oriented for preparation of project plans. The plans will be developed to a 60% level in order to obtain a thorough review.

The focus of the design team is to finalize the supplemental project information that forms the basis of design for the project. In this light, the emphasis becomes design and production-oriented. All project sheets, which will be represented in the bid documents, will be identified and developed in varying degrees of detail during this phase.

The vertical design, including flow line and pavement elevations, will be established during the 60% plans, specifications and estimate (PS&E) design effort. The back of walk, cross slope and longitudinal slope, flow line, and pavement elevations will consider and balance the Project area constraints including conforms, and will incorporate impacts to driveways, curb ramps, and adjacent sidewalk interface conforms.

For the 90% submittal, BKF will incorporate or resolve any remaining comments received as a result of the 60% submittal review. BKF will also conduct remaining site investigations. It is crucial that the design engineers are confident that existing field conditions have not changed since inception of the project and are depicted accurately in the bid-ready documents. Assumptions, in lieu of verifications, are not acceptable; BKF will walk the site with the final bid documents prior to submittal. All remaining aspects of the design will be finalized in order to prepare a complete, checked and bid-ready set of documents. Schedules for utility relocations will be confirmed. The construction cost estimate will be updated and formatted to its final form. BKF will conduct a final quality control review on all documents to ensure that all design elements are thoroughly addressed prior to their submission to the City.

In the Final Submittal, BKF will prepare bid-ready documents.

For each design submittal, BKF will prepare the following plan sheets in progressive levels of details:

Site Plan: will be prepared to provide an overview of the project limits and an index of project sheets. Project abbreviations, legend, and survey controls will also be included.

General Notes: General notes will include applicable City standard notes, and project notes.

Cross Section Details: Plans will include cross section showing cross slopes, type and depth of new pavement section and the following: face of curb, back of walk, median, sidewalk, lane widths, grade breaks, bulb-outs, and right of way limits.

Utility Plan: BKF will evaluate the existing facilities impacted by the proposed improvements. The evaluation shall include existing conditions, unusual/special conditions and adjustments of manholes/valve covers conflicting with the proposed work. Demolition plans will show existing sidewalk, curb and gutter to be removed, removal of existing street pavement section, conform grind area, and existing residences with addresses. Additionally, all facilities to be protected in place will be identified. Existing utilities will be shown



as background information.

Improvement Plans: Improvement Plan sheets will be prepared showing the top of curb and back of walk lines along the north and south sides of Main Street illustrating the limits and scope of surface improvements. Plan sheets will include basic horizontal and vertical layout information and identify all major construction features including areas of reconstruction and limits of conform at driveways and intersections. More specifically, the plan will be at 1"=20' scale showing the station line with distance and bearing, station line/offset of each driveway, curb ramp locations, limits of new pavement section, limit of pavement conforms, and important elements to protect in place. The plan will also identify the location of new curb ramps with respect to new and existing utility boxes and inlets. Existing and proposed elevations will be shown in the plan at every 50 feet and for relevant changes along the crown, flow line, and at the back of walk.

Construction Details: Details will be provided as necessary to provide guidance to the Contractor on special conditions related to sidewalk, back of walk conforms, and intersection grading. Additionally grading plans will be prepared and added to the details sheets. BKF will show City standard details for curb, gutter and sidewalk, pavement conform, and utility adjustments on detail sheets.

Drainage Plan, Profiles and Details: Drainage plans will be prepared showing the proposed site improvements and existing drainage system with proposed drainage modifications and additions. Drainage plans will include location of proposed manholes and inlets and location of tie-in to the existing drainage system. The drainage plan will be prepared at 1"=20' scale showing the station line with, station line/offset of each manhole and inlet, and important drainage elements to protect in place will be identified.

The profile will be prepared at 1":20' horizontal/1":4' vertical and will include existing and proposed profiles for the crown/center line, and north and south flowlines with slope values. BKF will also include elevations at entrance ways for conform at the back of walk.

Drainage details will be provided as applicable for the new drainage system to include new pipe connections to existing manholes and tie-in to

Utility Rearrangements Plan: BKF will identify all utilities that are impacted by the project (e.g. water, sewer, gas, electric, cable TV, telephone, valves, boxes, and service connections) on 20-scale plan sheets. BKF will provide utility adjustments to the City, and coordinate with the appropriate utility owners.

Stormwater Control Plans and Details: It is BKF's understanding that permanent storm water treatment will not be required for this project based on our preliminary evaluation from our storm water expert, Ed Boscacci a Qualified Storm Water Pollution Prevention Plan Developer (QSD) and Qualified Storm Water Pollution Prevention Plan Practitioner (QSP). BMP plans will show location of gravel bags and check dams along the gutters, curb inlet protection and trees to be protected in place. Notes will make reference to compliance with appropriate sections in the City's special provisions.

Street Signs and Pavement Delineation: New signs will be placed onto the new poles, as necessary, for integration with the new streetscape improvements. Pavement delineation plans will include turning movements at each intersection and will extend 50 feet into roads that intersect with Main Street to include Norcross Lane, Hall Street, O'Hara Avenue and Second Street.



Lighting and Traffic Signal Plan: BKF will provide the traffic signal modification plan for the traffic signal at the intersection of Main Street/O'Hara Avenue. Based on our preliminary evaluation, it is understood that the existing traffic signal service and controller cabinets do not need to be relocated. BKF will also provide a design for a new traffic signal at the intersection of Main Street/Norcross Lane. AEC Engineers, as part of the BKF team, will prepare Lighting plans for the proposed street lights along Main Street.

Landscaping Layout, Planting and Irrigation Plans and Details: David Gates and Associates, as part of the BKF team will prepare the following: Layout plans for landscaped areas, hardscaped areas, and site furnishings; landscape lighting coordination - location and fixture selection; planting plans and details; irrigation plans and details; landscape construction items; and gateway element. Since the gateway feature is unknown at this time, there is no structural design being estimated but can be done so after it is determined as needed.

TASK 4.2 Specifications

Specifications will be prepared using standard C.S.I. format modified as appropriate for City Standards for all work items necessary for the construction of the project. BKF will assemble the Technical Specifications and appropriate City "Boilerplate" Special Provisions for Federally Funded Projects. The Specifications will be prepared for the 60%, 90%, and Final Submittals.

TASK 4.3 Construction Cost Estimate

BKF will prepare a preliminary cost estimate to ensure that the magnitude of cost corresponds to the project 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 segments. The Construction Cost Estimate will be prepared using present-day dollars; escalation costs will not be applied. The Construction Cost Estimate will be prepared for the 60%, 90%, and Final Submittals.

Task 4 Deliverables

- 1) *60% PS&E Submittal with Response to Comments from Preliminary Design*
- 2) *90% PS&E Submittal with Response to Comments from 60% Design*
- 3) *Final Documents with Response to Comments from 90% Design*

TASK 5: UTILITY RELOCATION AND STAKEHOLDER COORDINATION

BKF's key to successful stakeholder coordination is a multifaceted and parallel delivery approach. After advancing the preferred alternative into final design, BKF will prepare a comprehensive deliverable to be submitted to each stakeholder simultaneously.

Utility Coordination and Relocation

There are various water, gas, electrical and overhead utilities along Main Street from Norcross Lane to Second Street. BKF will send out utility notices and obtain utility mapping information. We will also provide notification of probable utility impacts to affected utility owners and coordinate a suitable plan for relocation of impacted



utilities. One utility of note is the overhead electrical line along the north and south sides of Main Street. BKF will work with the City to protect the power poles in place where feasible.

Task 5 Deliverables

- 1) *Utility Notice to Owner*
- 2) *Utility Coordination*

TASK 6: Bid Assistance

BKF will assist the City during the project bid period to respond to contractor's questions on the contract documents.

Task 6 Deliverables

- 1) *None*

Notes and Conditions:

Notes and conditions to the scope of work above are noted as follows:

1. *Geotechnical services are only for the purpose of establishing the roadway section.*
2. *Drilling Permit fees from the Contra Costa Environmental Health Department will be considered a pass-through cost to the City.*

**City of Oakley
Downtown Main Street Improvements**

TASK	SCOPE DESCRIPTION	STAFF CATEGORY										EST FEE	
		PIC (Natalina Ramos-D)	PM (Marcelo Covarrubias)	Associate (Doris Thrush)	Associate (Lett Wong)	Engineer III/ Survey III	Engineer II/ Survey II	Engineer I/ Survey I	Dropper III	Survey Crew	Admin		Total Hrs
		\$215.00	\$182.00	\$187.00	\$187.00	\$151.00	\$133.00	\$115.00	\$130.00	\$252.00	\$61.00		
Task 1	Project Management												
	Project Management	8	14										24
	Meetings	14	24										48
	Quality Control	2	4			12							18
	Subtotals	24	44	-	-	12	-	-	-	-	-	-	82
													\$ 15,454.00
Task 2	Survey/Record Boundary/Document Existing Conditions												
	Obtain/Review Existing Data, As-builts		4					8					12
	Background/Supplemental Survey		2	4		16		48		30			102
	Right of Way Record Boundary		2	4		8		20		12			46
	Map Existing Utilities		4			8		8		30			28
	Subtotals	-	12	8	-	24	16	68	16	44	-	-	188
													\$ 30,432.00
Task 3	Preliminary Design												
	Preliminary Design Submittal 1	4	10		8	8	24	18	28				100
	Evaluate/Prepare response to Comments	2	6		4								12
	Preliminary Design Submittal 2	4	8		4	8	12	14	24				74
	Subtotals	10	24	-	16	16	36	32	52	-	-	-	184
													\$ 27,178.00
Task 4	Final Design (City)												
	Prepare 60% Design	10	18	4	24	36	54	58	62		8		272
	Evaluate/Prepare response to Comments	8	14		4								28
	Prepare 90% Final Design	10	14		20	32	36	42	52		8		214
	Evaluate/Prepare response to Comments	6	10		4								20
	Prepare Final Submittal Package	6	10		10	18	24	36			8		116
	Subtotals	40	66	4	58	78	108	122	150	-	24	-	650
													\$ 93,408.00
Task 5	Utility and Stakeholder Coordination												
	Utility Coordination		4					8					12
	Send out Notices to Utility Owners							24					78
	Utility Coordination	8	14			20			12				78
	Subtotals	8	18	-	-	20	32	-	12	-	-	-	90
													\$ 13,650.00
Task 6	Mid Support												
	Support City with responding to Bidder's Inquiries	2	4				8						14
	Subtotals	2	4	-	-	-	8	-	-	-	-	-	14
													\$ 2,228.00

**City of Oakley
Downtown Main Street Improvements**

TASK	SCOPE DESCRIPTION	STAFF CATEGORY										EST FEE	
		PIC (Natalina Bernard)	PM (Marcelo Costentino)	Associate (Davis Thrash)	Associate (Jen Wang)	Engineer III (Survey III)	Engineer II (Survey II)	Engineer I (Survey I)	Drafter III	Survey Crew	Admin		Total Hrs
		\$215.00	\$183.00	\$187.00	\$187.00	\$191.00	\$133.00	\$115.00	\$130.00	\$252.00	\$61.00		Ave Hrs
Totals By Classifications		86	168	12	74	150	200	222	230	41	24	1,210	Total Labor
Total Direct Labor		\$ 18,490.00	\$ 30,744.00	\$ 2,244.00	\$ 13,838.00	\$ 22,650.00	\$ 26,600.00	\$ 25,530.00	\$ 29,900.00	\$ 11,088.00	\$ 1,464.00	\$ 182,548.00	\$ 182,548.00
Avg Hrs per month (based on 6 months design period)		10.75	21.00	1.50	9.25	18.75	25.00	27.75	28.75	5.50	2.40	121.00	
PTEs		0.06	0.13	0.01	0.05	0.11	0.15	0.17	0.17	0.03	0.01	0.72	
4. Subcontract													
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6						
	David Gates and Associates (Landscaping Design)			\$ 11,500.00	\$ 9,600.00	\$ 5,500.00						\$ 36,850	
	Parikh Consultants (Geotechnical)	\$ 6,800.00											\$ 6,800
	AEC Engineers (Electrical)			\$ 14,080.00	\$ 2,420.00						\$ 16,500		
	Exaro Technologies Inc. (Utility Pot-holing) - Allowance	\$ 20,000.00											\$ 20,000
Subcontract Costs												\$ 62,150.00	
5. Reimbursable													
	Printing, Driver, Mileage, Postage, Parking											\$ 7,302	
Reimbursable												\$ 7,302.00	
PROJECT TOTAL												\$ 272,600.00	

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25.00 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50.00 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the

willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.
- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT C

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 Offer 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.
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 limit 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 Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(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 limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** 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 Contractor. 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:

Additional Insured Status

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 should 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 and CG 20 37 forms if later revisions used).

Primary Coverage

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 excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which Consultant or 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's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the 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 the contract of 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" 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 policy language effecting coverage required by this clause. 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 Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

EXHIBIT D

VERIFICATION OF REQUIRED INSURANCE

Client#: 45

BKFENGINE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

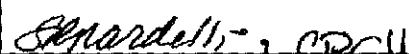
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510 465-3090 E-MAIL ADDRESS: nferrick@dealeyrenton.com	FAX (A/C, No): 510 452-2193
	INSURER(S) AFFORDING COVERAGE	
INSURED BKF Engineers 255 Shoreline Drive, Suite 200 Redwood City, CA 94065-1428	INSURER A:	American Automobile Ins. Co. NAIC # 21849
	INSURER B:	XL Specialty Insurance Co. 37885
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	MZG80956892	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	MZG80956892	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	X	X	CGX24429706	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81026644	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			DPR9725060	07/01/2015	07/01/2016	\$5,000,000 per Claim \$7,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 General Liability Policy excludes claims arising out of the performance of professional services.
 30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).
 Ref: Downtown Improvements, Main St (Norcross Ln to 2nd St) - CIP 165. City of Oakley, its officers, officials, employees and volunteers are included as Additional Insured for General and Automobile Liability.
 Insurance is primary and non-contributory per policy form. A Waiver of Subrogation applies to Workers' Compensation. Professional Liability Deductible: \$100,000 per claim.

CERTIFICATE HOLDER City of Oakley 3231 Main Street Oakley, CA 94561	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: BKF Engineers

Policy Number: MZG80956892

Producer: Dealey, Renton & Associates

Effective Date: 09/01/2014

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)

City of Oakley
3231 Main Street
Oakley, CA 94561

Location(s) Of Covered Operations

Ref: Downtown Improvements, Main St (Norcross Ln to 2nd St) - CIP
165. NAME OF ADDITIONAL INSURED PERSON(S) OR
ORGANIZATION(S) CONTINUED: City of Oakley, its officers, officials,
employees and volunteers are Additional Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: BKF Engineers

Policy Number: MZG80956892

Producer: Dealey, Renton & Associates

Effective Date: 09/01/2014

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s)
Or Organization(s)

City of Oakley
3231 Main Street
Oakley, CA 94561

Location And Description Of
Completed Operations

Ref: Downtown Improvements, Main St (Norcross Ln to 2nd St) - CIP 165.
NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)
CONTINUED: City of Oakley, its officers, officials, employees and
volunteers are Additional Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury or property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Amendment to Condition 4. Other Insurance - CG 72 90 11 09

Policy Amendment(s) Commercial General Liability

The following is added as a second paragraph to Section IV Conditions, Condition 4, Other Insurance, following paragraph b.(1)(b):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy and have agreed in a written **insured contract**

that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's own insurance. This insurance is excess over all other insurance available to the additional insured.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President

Insured: BKF Engineers
Policy Number: WZP81026644
Effective Date: 07/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

City of Oakley
1231 Main Street
Oakley, CA 94561

Ref: Downtown Improvements, Main St (Norcross Ln to 2nd St) - CIP 165. SCHEDULE CONTINUED: A Waiver of Subrogation applies in favor of City of Oakley, its officers, officials, employees and volunteers.

Countersigned by



Authorized Representative



November 19, 2015

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

Subject: City of Oakley Downtown Improvements, Main Street (Second Street to Fifth Street, North Side)

Dear Mr. Rohani:

Per our conversation, the City of Oakley (City), in coordination with Nature Properties, has planned improvements along the north side of Main Street from Second Street to Fifth Street. BKF Engineers (BKF) is submitting this proposal to develop plans, specifications and estimate (construction documents) to design the improvements in the public right of way along Main Street from Second Street to Fifth Street.

BKF will continue to work with Gates + Associates (Gates) in this effort. As noted within our proposal, we are personally committed to the City and this project. Natalina Bernardi will serve as the City's main point of contact.

Our team has an excellent reputation of working with land developers and implementing streetscape designs that are not only attractive, but consider localized constraints so that they can be realized as envisioned before construction. 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 the Oakley Downtown Visioning Plan in January of 2015 and will work with the City and an d coordinate with the land developer to have a clear understanding of the City's vision and project constraints. BKF and Gates + Associates will provide final design services for the continuation of the City's vision for the downtown core.

BKF looks forward to providing the same professionalism and skill in preparation of the PS&E for Main Street from Second Street to Fifth Street (north side). We appreciate the opportunity to submit this proposal and look forward to continuing our excellent working relationship with the City of Oakley.

Very truly yours,

BKF ENGINEERS


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

BKF recognizes that a complete understanding of services and an organized project delivery approach is critical for project success. We understand that managing, building consensus, and obtaining project approvals and permits is often more challenging than preparing the actual design documents. Ensuring that these processes are managed will allow the City of Oakley's Project to be delivered on schedule and within budget. Our expertise and straight forward approach in managing federally funded projects under the Caltrans local assistance program will enable the City of Oakley to meet or exceed federally funded deadlines. Below is our overall project understanding followed by our management and design approach:

PROJECT UNDERSTANDING

The City of Oakley plans to extend the north side of Main Street downtown improvements from Second Street to Fifth Street. The new streetscape extension will advance the planned segment on Main Street from Second Street to Fifth Street to final PS&E design.

The project will add sidewalks and bulb-outs on the north side of Main Street from Second Street to Fifth Street, increasing connectivity, safety, and facilitating pedestrian crossing by allowing individuals to establish their presence within a crossing area before vehicles begin to turn. The project will also provide enhanced pedestrian accommodations, accessible sidewalks and curb ramps, and site furnishings. Developing sidewalk continuity will allow visitors and patrons to walk from one place to the next while navigating through the downtown core.

BKF will prepare the PS&E documents for construction to include geometric design, grading, drainage design, lighting, traffic signal, utility relocation, and streetscape, planting and irrigation enhancements for the planned street improvements. A full description of the scope of work is summarized below.

SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

The project management scope of work is included in the ongoing effort for the work being performed in the Main Street segment from Norcross Lane to Second Street.

TASK 2: SURVEY/RECORD BOUNDARY/PLAT AND LEGALS

Immediately after receiving the Notice-to-Proceed, BKF will perform site investigations and review all available documentation. We will conduct preliminary investigations and verify right of way and utility locations. This task will consist of compiling, reviewing existing data pertinent to the project and performing investigations necessary to verify the project's criteria and scope. Also included are planning phase activities, identifying supplemental information, performing field survey work, and conducting site visits/field review, and obtaining information and requirements related to utilities and right of way conditions.

In the 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 allowing the City to direct additional funds for street improvements. The data collected will help our team define site constraints, confirm budget, and establish the scope of work necessary to prepare the streetscape along Main Street. BKF team activities will include the following during this task:

Collect Record Data and Relevant Project Information: BKF will obtain and review available data and information necessary for the design of the project. This information may be obtained from the City, utility companies, or other organizations. BKF will compile available pavement information, right of way record maps, utility occupation drawings, block maps, and third party utility as-built information of record to supplement the topographic base sheets and begin the utility verification process. Data to be reviewed includes the following:

- Previous report(s) or documents related to the proposed project area
- As-built plans
- Utility information
- Right of way information

Field Review:

BKF will visit Main Street with the City to document the project limits, conform areas, and verify locations of existing above-ground utilities. We will compile both a photographic log and field notes of the investigation. BKF will evaluate the following:

- Existing pavement condition
- Existing limits of curb, gutter and sidewalk to remain – identify conform locations
- Location of entrance ways
- Location of existing utility boxes and poles and signal equipment
- Back of walk conforms for sidewalk and curb ramps

Background/Supplemental Survey - BKF will use the existing raw aerial topographic base map of the project area as background for the plan sheets. Our field survey crews will recover sufficient survey monument information in the area to establish control that will be used for the project. The horizontal and vertical coordinate system used for establishing existing survey control for the project will be determined upon further discussions with the City. It is BKF's assumption that the survey provided to the City by Nature Properties is acceptable to use for the City's project.

BKF will provide supplemental survey services for purposes of locating elements in the field that are necessary for design of the Downtown Main Street improvements from Second Street to Fifth Street (North Side). Some of these elements will include existing limit of pavement, existing elements to remain (for conform purposes), street crown elevation, limits of driveways, manhole invert elevations, utility poles, vaults, and building corners and traffic signal equipment.

Record Boundary - Utilizing the survey control and the existing raw aerial mapping, BKF will obtain recorded right of way information to provide record boundary of the Nature Properties parcel. The record boundary information will be superimposed onto the aerial topographic map.

This proposal excludes title services, County map checking or filing fees, mailing and reproduction costs, plotting expenses, the setting of any property corners and the filing of any record of survey that may be required under California law. This proposal is also based on the fact that BKF will be provided with access to the Nature Properties parcel within and adjacent to the survey limits.

This scope of services assumes that all utilities will be placed within the roadway right of way under the franchise agreement and that no separate Public Utility Easements will be required for the project.

Plat and Legal Description: It is our assumption that this work can be prepared by plat & legal description only. BKF will research and obtain the vesting deed of the Nature Properties parcel and use this information to determine the area to be deeded for the street right of way. The City will provide the Title Report of the subject property for mapping purposes. Based on the new Right of Way requirements we will create an exhibit of the proposed parcel and calculate the limits of the area to be described and mapped. BKF will also prepare the mathematical closure calculations for determining the area. Based on the above calculated location and area, BKF will prepare the legal description and plat for the area. One legal description and plat will be prepared for the City's proposed parcel. Excluded are the following: Title Reports, Tentative Maps, Parcel\Final Maps, lot line adjustment application or processing, and field survey for lot/easement line verification.

Utility Coordination: It is assumed that the utility coordination work is included under the original contract. However, BKF will need to request from utility owners additional information from Second Street to Fifth Street.

Utility Investigation: BKF will prepare a potholing plan for concurrence by the City and work with EXARO Technologies to positively identify location of existing utilities. This level of effort will minimize construction costs and ensure the correct placement of the proposed improvements. As part of the utility investigation work, BKF will:

- Review and update as-built utility information for the Project area
- Update base mapping with existing utility information
- Identify potential utility conflicts
- Submit utility maps to impacted utility owners for verification of potential conflicts
- Prepare utility potholing plan for coordination with EXARO Technologies

Geotechnical Data: Parikh Consultants Inc. (PCI) will expand the geotechnical investigation to identify soil conditions for the monument. Parikh Consultants will perform field exploration, borings, sample evaluation and testing for the proposed monument location. This scope of work assumes that the City will waive all permit fees related to geotechnical investigation.

Task 2 Deliverables

- 1) *Supplemental Survey*
- 2) *Record Boundary*
- 3) *Utility Mapping/Potholing plan*
- 4) *Geotechnical Memorandum*

TASK 3: PRELIMINARY DESIGN

BKF will refine the concept design prepared by Nature Properties. We will evaluate multiple factors such as utility impacts, right of way impacts, pedestrian connectivity, overall cost and schedule. BKF will advance the concept and identify the following, assessing benefits, constraints and challenges along the North Side of Main Street only:

- Prepare Horizontal and vertical alignment, layout and lane configuration
- Prepare typical sections showing right of way and conform limits
- Provide a design that will implement facilities for pedestrians
- Evaluate locations and limits of bulb-outs
- Prepare a preliminary Utility Relocation Plan
- Prepare order of magnitude cost estimate for design.
- Refined layout of hardscape and softscape
- Preliminary details (seatwalls, site accessories or furniture)
- Selection of plant materials
- Conceptual site landscape lighting
- Review cost estimate of participation in value engineering.
- Prepare presentation exhibits, including two section/elevations.
- Participate in presentation to finalize design direction.

Task 3 Deliverables

- 1) *Preliminary Design Layout for Main Street from Norcross Lane to Second Street*
- 2) *Preliminary Utility Relocation Plan*

TASK 4: FINAL DESIGN

It is BKF's understanding that this work will be incorporated into the contract documents for Main Street from Norcross Lane to Second Street.

With the completion of the Preliminary Design Phase, BKF will initiate the Final Design Phase preparing plans, specifications, and Construction Cost Estimate as discussed below.

Based on the developments during the design and criteria established during the preliminary phase, all the major components of the design plans, technical specifications and estimate will be advanced to final design during this phase.

TASK 4.1 Project Plans

Design submittals will be prepared for the 60%, 90% and final plans. With the establishment and review of the alignment and geometry, design will be production-oriented for preparation of project plans. The plans will be developed to a 60% level in order to obtain a thorough review.

The focus of the design team is to finalize the supplemental project information that forms the basis of design for the project. In this light, the emphasis becomes design and production-oriented. All project sheets, which will be represented in the bid documents, will be identified and developed in varying degrees of detail during this phase.

The vertical design, including flow line and pavement elevations, will be established during the 60% plans, specifications and estimate (PS&E) design effort. The back of walk, cross slope and longitudinal slope, flow line, and pavement elevations will consider and balance the Project area constraints including conforms, and will incorporate impacts to driveways, curb ramps, and adjacent sidewalk interface conforms.

For the 90% submittal, BKF will incorporate or resolve any remaining comments received as a result of the 60% submittal review. BKF will also conduct remaining site investigations. It is crucial that the design engineers are confident that existing field conditions have not changed since inception of the project and are depicted accurately in the bid-ready documents. BKF will walk the site with the final bid documents prior to submittal. All remaining aspects of the design will be finalized in order to prepare a complete, checked and bid-ready set of documents. Schedules for utility relocations will be confirmed. The construction cost estimate will be updated and formatted to its final form. BKF will conduct a final quality control review on all documents to ensure that all design elements are thoroughly addressed prior to their submission to the City.

In the Final Submittal, BKF will prepare bid-ready documents.

For each design submittal, BKF will prepare the following plan sheets in progressive levels of details:

Title Sheet: will be prepared to provide an overview of the project limits and an index of project sheets. Project abbreviations, legend, and survey controls will also be included.

General Notes: General notes will include applicable City standard notes, and project notes.

Typical Cross Sections: Plans will include cross section showing cross slopes, type and depth of new pavement section and the following: face of curb, back of walk, median, sidewalk, lane widths, grade breaks, bulb-outs, and right of way limits.

Demolition Plan: BKF will evaluate the existing facilities impacted by the proposed improvements. The evaluation shall include existing conditions, unusual/special conditions and adjustments of manholes/valve covers conflicting with the proposed work. Demolition plans will show existing sidewalk, curb and gutter to be removed, removal of existing street pavement section, conform grind area, and existing residences with addresses. Additionally, all facilities to be protected in place will be identified. Existing utilities will be shown as background information.

Improvement Plans: Improvement Plan sheets will be prepared showing the top of curb and back of walk lines along the north and south sides of Main Street illustrating the limits and scope of surface improvements. Plan sheets will include basic horizontal information and identify all major construction features including areas of reconstruction and limits of conform. More specifically, the plan will be at 1"=20' scale showing the station line with distance and bearing, station line/offset of each driveway, curb ramp locations, limits of new pavement section, limit of pavement conforms, and important elements to protect in place. The plan will also identify the location of new curb ramps with respect to new and existing utility boxes and inlets.

Construction Details: Details will be provided as necessary to guide the Contractor on special conditions related to sidewalk, back of walk conforms, and intersection grading. Additionally grading plans will be prepared and added to the details sheets. BKF will show City standard details for curb, gutter and sidewalk, pavement conform and utility adjustments on detail sheets. Existing and proposed elevations will be shown in the plan at every 50 feet and for relevant changes along the street, flow line, and at the back of walk.

Drainage Plan, Profiles and Details: Drainage plans will be prepared showing the proposed site improvements and existing drainage system with proposed drainage modifications and additions. Drainage plans will include location of proposed manholes and inlets and location of tie-in to the existing drainage system. The drainage plan will be prepared at 1"=20' scale showing the station line with, station line/offset of each manhole and inlet, and important drainage elements to protect in place will be identified.

Drainage profiles will be prepared at 1":20' horizontal/1":4' vertical and will include existing profiles for the crown/center line, and north and south flowlines with slope values. Proposed curb profiles will be included for the north side of Main Street only.

Drainage details will be provided as applicable to supplement the proposed design

Utility Rearrangement Plans: BKF will identify all utilities that are impacted by the project (e.g. water, sewer, gas, electric, cable TV, telephone, valves, boxes, and service connections) and prepare utility rearrangement plans on 20-scale sheets.

Erosion Control Plans and Details: It is BKF's understanding that permanent storm water treatment will not be required for this project based on our preliminary evaluation from our storm water expert, Ed Boscacci a Qualified Storm Water Pollution Prevention Plan Developer (QSD) and Qualified Storm Water Pollution Prevention Plan Practitioner (QSP). BMP plans will show location of gravel bags and check dams along the gutters, curb inlet protection and trees to be protected in place. Notes will make reference to compliance with appropriate sections in the City's special provisions.

Pavement Delineation and Sign Plans: New signs will be placed onto the new poles, as necessary, for integration with the new streetscape improvements. BKF will prepare pavement delineation plans based on the approved preliminary design.

Lighting: AEC Engineers, as part of the BKF team, will prepare Lighting plans for the proposed street lights along the North side of Main Street from Second Street to Fifth Street.

Landscaping Layout, Planting and Irrigation Plans and Details: David Gates and Associates, as part of the BKF team will prepare the following: Layout plans for landscaped areas, hardscaped areas, and site furnishings; landscape lighting coordination - location and fixture selection; planting plans and details; irrigation plans and details; landscape construction items.

TASK 4.2 Specifications

Specifications will be prepared using standard C.S.I. format modified as appropriate for City Standards for all work items necessary for the construction of the project. BKF will assemble the Technical Specifications and appropriate City "Boilerplate" Special Provisions for Federally Funded Projects. The Specifications will be prepared for the 60%, 90%, and Final Submittals.

TASK 4.3 Construction Cost Estimate

BKF will prepare a preliminary cost estimate to ensure that the magnitude of cost corresponds to the project 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 segments. The Construction Cost Estimate will be prepared using present-day dollars; escalation costs will not be applied. The Construction Cost Estimate will be prepared for the 60%, 90%, and Final Submittals.

Task 4 Deliverables

- 1) *60% PS&E Submittal with Response to Comments from Preliminary Design*
- 2) *90% PS&E Submittal with Response to Comments from 60% Design*
- 3) *Final Documents with Response to Comments from 90% Design*

**City of Oakley
Downtown Main Street Improvements
2nd Street to 5th Street (North Side)**

TASK	SCOPE DESCRIPTION	STAFF CATEGORY											Total Hrs
		PIC (Natalina Bernardi) \$215.00	PM (Marcelo Cosentino) \$183.00	Associate (Davis Thresh) \$187.00	Associate (Jeff Wang) \$187.00	Engineer IV/ Survey IV \$164.00	Engineer III/ Survey III \$151.00	Engineer II/ Survey II \$133.00	Engineer I/ Survey I \$115.00	Drafter III \$130.00	Survey Crew \$252.00	Admin \$61.00	

EST FEE
Avg \$/hr

Task 2	Survey/Record Boundary/Document Existing Conditions												
	Obtain/Review Existing Data, As-builts			2									2
	Supplemental Survey				2			8		28		16	54
	Prepare Plat & Legal					12			36				48
	Map Existing Utilities		2							16			26
	Subtotals	-	4	2	-		8	44	28	16	16	-	130

\$ 366.00
\$ 8,834.00
\$ 4,788.00
\$ 3,510.00
\$ 17,498.00

Task 3	Preliminary Design												
	Preliminary Design Submittal 1	2	4		4		4	12	10	16			52
	Evaluate/Prepare response to Comments	2	2		2								6
	Subtotals	4	6	-	6		4	12	10	16	-	-	58

\$ 7,340.00
\$ 1,170.00
\$ 8,510.00

Task 4	Final Design (City)												
	Prepare 60% Design	2	8		12		18	26	26	32		2	126
	Evaluate/Prepare response to Comments		2		4								6
	Prepare 90% Final Design	2	6		10		16	18	20	25		2	99
	Evaluate/Prepare response to Comments		2		4								6
	Prepare Final Submittal Package	2	2		2			8	10	16		2	42
	Subtotals	6	20	-	32	-	34	52	56	73	-	6	279

\$ 17,586.00
\$ 1,114.00
\$ 13,880.00
\$ 1,114.00
\$ 5,586.00
\$ 39,280.00

Totals By Classifications	PIC (Natalina Bernardi)	PM (Marcelo Cosentino)	Associate (Davis Thresh)	Associate (Jeff Wang)		Engineer III/ Survey III	Engineer II/ Survey II	Engineer I/ Survey I	Drafter III	Field Surveyor	Admin	Total
Total Direct Labor	10	30	2	38	-	46	108	94	105	16	6	467
Avg Hrs per month (based on 8 months design period)	1.25	3.75	0.25	4.75	-	5.75	13.50	11.75	13.13	2.00	0.60	46.70
FTE's	0.01	0.02	0.00	0.03	-	0.03	0.08	0.07	0.08	0.01	0.00	0.28

Total Labor
\$ 65,288.00

4. Subconsultant	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
David Gates and Associates (Landscaping Design)			\$ 4,730.00	\$ 5,720.00		
Parikh Consultants (Geotechnical)		\$ 6,800.00				
AEC Engineers (Electrical)				\$ 8,000.00		
Exaro Technologies Inc. (Utility Potholing Allowance) - 4 to 5 potholes		\$ 8,000.00				
Subconsultant Costs						

\$ 10,450
\$ 6,800
\$ 8,000
\$ 8,000
\$ 33,250.00

5. Reimbursable
Printing, Deliver, Mileage, Postage, Parking
Reimbursable

\$ 1,312
\$ 1,312.00

PROJECT TOTAL

\$ 99,850.00

RESOLUTION NO. ___-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH BKF ENGINEERS, INC. FOR ENGINEERING DESIGN SERVICES ASSOCIATED WITH CIP 165 - MAIN STREET IMPROVEMENTS (NORCROSS LANE TO 2ND STREET)

WHEREAS, as part of the Fiscal Year 2015/16 Budget, the City of Oakley approved a 5-Year Capital improvement Program (CIP); and

WHEREAS, Project Number 165 is to design the improvements for the Main Street Improvements (Norcross Lane to 2nd Street) in downtown Oakley; and

WHEREAS, BKF Engineers, Inc., was awarded the design contract by City Council on July 14, 2015; and

WHEREAS, the City has reached a Development Agreement with Nature Properties LLC to develop and construct retail and office buildings along Main Street from 2nd to 5th Street and as a condition of this Development Agreement, the City will construct street infrastructure in the public right of way on Main Street from 2nd to 5th Street; and

WHEREAS, It is in the best interest of the City to continue the design of CIP 165 to include the design for the public infrastructure improvements on Main Street from 2nd to 5th Street and have this work constructed as part of CIP 165; and

WHEREAS, as requested by the City, BKF Engineers, Inc., has submitted a proposal to prepare design services for the section of Main Street from 2nd to 5th Street for an amount not to exceed \$99,850; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Council of the City of Oakley hereby approves the proposal from BKF Engineers, Inc. for the preparation of engineering design services for Main Street from 2nd to 5th Street in conjunction with CIP 165 for an amount not to exceed \$99,850, in the form attached hereto as Exhibit A, allocate funding from the Traffic Impact Fee Fund in the amount of \$99,850 for this task, and authorizes the City Manager to execute the amendment to the design agreement.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 8th of December, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST:

_____, Mayor

Libby Vreonis, City Clerk

Date