

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH BKF ENGINEERS
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2020 by and between the City of Santa Rosa, a municipal corporation ("City"), and BKF Engineers, a California Corporation ("Contractor").

R E C I T A L S

A. City desires to prepare final design Plans, Specifications, & Estimates (PS&E) and obtain right-of-way engineering services and construction support consistent with the project guidelines of Caltrans Capital Outlay.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. The method of payment for this Agreement will be based on lump sum. The total lump sum price paid to Contractor will include compensation for all work and deliverables, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees as described in Exhibit B.. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice No additional compensation will be paid to Contractor, unless there is a change in the scope of the work or

the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Contractor and City. Adjustment in the total lump sum compensation will not be effective until authorized by Agreement amendment and approved by City.

b. Progress payments may be made monthly in arrears based on the percentage of work completed by Contractor. If Contractor fails to submit the required deliverable items according to the schedule set forth in Exhibit A, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article XI.

c. Contractor shall not commence performance of work or services until this Agreement has been approved by City and notification to proceed has been issued by City's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

d. Contractor will be reimbursed within thirty (30) days upon receipt by City's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Contractor is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City. The final invoice must be submitted within sixty (60) calendar days after completion of Contractor's work unless a later date is approved by the City. Invoices shall be mailed and emailed to City's Contract Administrator at the following address:

City of Santa Rosa Transportation and Public Works
Attn: Grant Bailey, P.E.
69 Stony Circle
Santa Rosa, CA 95401
gbailey@srcity.org

e. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three million eight hundred twenty-six thousand thirty-nine dollars and no cents (\$3,826,039.00). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17381.

3. COST PRINCIPLES AND ADMINSTRATIVE REQUIREMENTS

a. Contractor agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

b. Contractor also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Contractor to City.

d. When a Contractor or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

4. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the Federal Highway Administration (FHWA) Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

5. AUDIT REVIEW PROCEDURES

a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.

b. Not later than thirty (30) calendar days after issuance of the final audit report, Contractor may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing

c. Neither the pendency of a dispute nor its consideration by City will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement

d. Contractor and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Contractor and approved by City Contract Administrator to conform to the audit or review recommendations. Contractor agrees that individual terms

of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

e. Contractor's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Contractor and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Contractor to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- i. During IOAI's review of the ICR audit work papers created by the Contractor's independent CPA, IOAI will work with the CPA and/or Contractor toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Contractor at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI. Accepted rates will be as follows:
 1. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 2. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 3. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- ii. If IOAI is unable to issue a cognizant letter per paragraph e.i. above, IOAI may require Contractor to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Contractor's and/or the independent CPA's revisions.
- iii. If the Contractor fails to comply with the provisions of this paragraph e, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the

ICR and set forth in paragraph e.i. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

- iv. Contractor may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Contractor MUST SUBMIT ITS FINAL INVOICE TO City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Contractor, either as a prime or subconsultant, with the same fiscal period ICR.

6. SUBCONTRACTING

- a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no subagreement shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subconsultants is an independent obligation from the City's obligation to make payments to the Contractor.
- b. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Contractor's approved Cost Proposal.
- c. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- d. Contractor shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Contractor by the City.
- e. Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.
- f. Prompt Progress Payment

Contractor or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Contractor on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor or subconsultant to a subconsultant, Contractor or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall

subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

g. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the City from progress payments due to Contractor. Contractor and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Contractor or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Contractor or subconsultant in the event of a dispute involving late payment or nonpayment by Contractor, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

7. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 7, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 7 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 7 shall survive any expiration or termination of this Agreement.

8. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights

and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

9. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

10. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Grant Bailey
City of Santa Rosa TPW
69 Stony Circle
Santa Rosa, CA 95401
(707)543-4508
fax (707) 543-4281

Contractor Representative:

Natalina Bernardi
BKF Engineers
4670 Willow Road, Suite 250
Pleasanton, CA 94588
(925)396-7700
fax (925)396-7799

11. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made

against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 11 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

12. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

13. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

14. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this

Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

15. REMEDIES UPON DEFAULT

This Section 15 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 15 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

16. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 20, 2024.

17. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

18. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of

City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

19. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (*check one*)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement

- i. Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- ii. Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

20. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

a. The Contractor certifies, to the best of his or her knowledge and belief, that:

- i. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- c. The Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

21. DEBARMENT AND SUSPENSION CERTIFICATION

a. The Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

22. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

a. Contractor, subrecipient (City), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To

ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is Contractor's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Contractors who enter into a federally-funded agreement will assist the City in a good faith effort to achieve California's statewide overall DBE goal.

b. The goal for DBE participation for this Agreement is thirty seven percent (37%). Participation by DBE Contractor or subconsultants shall be in accordance with information contained in Caltrans Local Assistance Procedures Manual [Exhibit 10Q2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Contractor must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

c. Contractor can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Contractor has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

d. Contract Assurance

Under 49 CFR 26.13(b):

Contractor, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out

applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
 - ii. Assessing sanctions;
 - iii. Liquidated damages; and/or
 - iv. Disqualifying Contractor from Future proposing as non-responsible
- e. Termination and Substitution of DBE Subconsultants

Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor or DBE subconsultant obtains the City's written consent. Contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the City. Unless the City's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid

The City authorizes a request to use other forces or sources of materials if Contractor shows any of the following justifications:

- i. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- ii. The City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the City's bond requirements.
- iii. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
- iv. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- v. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- vi. Listed DBE is ineligible to work on the project because of suspension or debarment.
- vii. Listed DBE becomes bankrupt or insolvent.
- viii. Listed DBE voluntarily withdraws with written notice from the Contract
- ix. Listed DBE is ineligible to receive credit for the type of work required.
- x. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- xi. The City determines other documented good cause.

Contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Contractor and the City of the reasons why the use of other forces or sources of materials should not occur.

Contractor's request to use other forces or material sources must include:

- i. One or more of the reasons listed in the preceding paragraph.
- ii. Notices from Contractor to the DBE regarding the request.
- iii. Notices from the DBEs to Contractor regarding the request.

If a listed DBE is terminated or substituted, Contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

The City's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The City shall request Contractor to:

1. Notify the City's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If Contractor is a DBE Contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Contractor in writing of the certification date. Contractor shall submit the notifications to the City. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the City within 30 days of contract acceptance.

Upon work completion, Contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the City within 90 days of contract acceptance. The City will withhold \$10,000 until the form is submitted. The City will release the withhold upon submission of the completed form.

In the City's reports of DBE participation to Caltrans, the City must display both commitments and attainments.

g. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and

quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

h. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

i. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

j. Contractor shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

k. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify Contractor in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify Contractor in writing with the date of certification. Any changes should be reported to City's Contract Administrator within thirty (30) calendar days.

l. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

23. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 23 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

24. CONTRACTOR INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product,

submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

25. EVALUATION OF CONSULTANT

Contractor's performance will be evaluated by City. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

26. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C and Exhibit D to this Agreement. In the event of a conflict between any provision in Exhibit C or Exhibit D and any other provision of this Agreement, the more stringent provision shall control and prevail.

27. GENERAL PROVISIONS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

28. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

29. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: **BKF Engineers**

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

Office of the City Attorney

ATTEST:

By: _____

Print Name: _____

Title: _____

City Clerk

City of Santa Rosa Business Tax Cert. No.
06505296

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services

Exhibit B - Compensation
Exhibit C – Federal Provisions
Exhibit D - US DOT Standard Title VI Assurances and Non-Discrimination Provisions
Exhibit E – Caltrans Local Assistance Procedures Manual Form 10-O2

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A

Scope of Services

SCOPE OF SERVICES

PROJECT DESCRIPTION

The following scope of work provides for the the engineering and professional services required for the Design and Preparation of Plans, Specifications and Estimates (PS&E) for the Highway 101 Bicycle and Pedestrian Bridge project (Project). The Highway 101 Bicycle and Pedestrian Bridge project proposes a bicycle and pedestrian bridge over US 101 between the College Avenue interchange and the Steele Lane interchange.

The design will be in accordance with Federal, State and City standards. The design of the bikeways will be in conformance with: MUTCD Supplement, State of California Department of Transportation Highway Design Manual, Caltrans Standard Specifications and Standard Special Provisions, the Federal Americans with Disabilities Act (ADA), Rights-of-Way Preservation Guidelines, and City ordinances, standards, and other requirements.

TASK 1 PROJECT MANAGEMENT / PROJECT COORDINATION

The City shall be the lead agency for the Project. However, the Consultant shall provide project management for each task described in this Scope of Services. Management activities will consist of administration, coordination, meeting attendance, and quality control (QC), which includes multi-jurisdictional cooperation with other agencies. The Consultant shall interface and coordinate with multiple agencies. Other agencies will provide necessary input on Project design including:

- City of Santa Rosa (City)
- County of Sonoma (County)
- Sonoma County Transit Authority
- Regional Water Quality Control Board (RWQCB)
- California Department of Transportation (Caltrans)
- PG&E, Comcast, AT&T and other utility companies, as necessary.
- Other stakeholders, permitting agencies or reviewing agencies as necessary.

The Consultant shall coordinate project development with the City, State, Federal, and other stakeholders and will secure the required permits. In addition to the agency coordination listed above, the Consultant shall assist with the preparation of documentation, exhibits, etc. for presentation to their respective governing boards and committees (if needed). The Consultant shall be expected to interface both locally with City staff and other affected agencies as necessary, as well as participate in discussions and presentations with the wider design team at periodic project milestones.

1.1 PROJECT MEETINGS (24 TOTAL) & INTERNAL COORDINATION

The Consultant shall attend City Coordination Meetings up to 24 ad-hoc coordination meetings with the City.

1.2 PROJECT SCHEDULE

The Consultant shall provide a detailed project baseline schedule (Project Schedule), indicating milestones, major activities, and deliverables, to the City/Caltrans for review and comments. The Consultant shall update the Project Schedule as required and include the Project Schedule with each Project Development Team (PDT) meeting package and monthly progress report.

1.3 INVOICES/ PROGRESS REPORTS

The Consultant shall prepare brief monthly progress reports (Progress Reports) to record ongoing progress on the Project and to support invoices submitted to the City for payment. The Consultant shall submit monthly invoices. The information contained in the invoice will be mutual agreed upon between the Consultant and the City and may include the following that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the Purchase Order (PO), Project, and invoice numbers on a form provided by the City (or in a format acceptable to the City).

1.4 AGENCY /SUBCONSULTANT COORDINATION

The Consultant shall coordinate with subconsultants and involved agencies to ensure timely flow of information for each task activity. This includes, but is not limited to, coordination with Caltrans, SCTA, utility companies and environmental permitting agencies.

1.5 KICK-OFF MEETINGS AND PROJECT DEVELOPMENT TEAM (PDT) MEETINGS (25 TOTAL)

Kick-off Meeting: After receipt of Notice to Proceed, the Consultant shall coordinate a kick-off meeting with the City to review the project scope and schedule, project goals, roles, responsibilities, and expectations. A meeting notice, agenda, and meeting minutes (noting all action items) shall be prepared by the Consultant for the kick-off meeting. A partnering/kick-off PDT meeting will be scheduled with Caltrans and City soon after.

PDT Meetings: The Consultant shall attend and preside over up to 25 monthly PDT meetings. This will include preparation and submittal of agenda and preparation of meeting notes for each PDT meeting, and development and tracking of the action items list.

1.6 TECHNIAL MEETINGS/ WORKSHOPS (10 TOTAL)

The Consultant shall attend up to 10 meetings/workshops such as design coordination meetings, right of way coordination meetings, workshop meetings, and comment review sessions, and safety review meetings with City, Caltrans and other agencies to resolve issues. Meetings will be held during the performance of each task or as needed by City, Caltrans, or other agencies.

1.7 MANAGEMENT & CONSTRUCTABILITY REVIEW MEETING

The Consultant shall attend the Management Review Meeting (MRM) and the Constructability Review Meeting at Caltrans.

1.8 PUBLIC MEETING/ OUTREACH

The Consultant will coordinate all public outreach efforts for the Project which may include hosting one (1) community meeting, meeting with residents, conducting community assessments, hosting design charrettes, and other related public outreach efforts. Public meetings with the City are for the intent of facilitate public information sessions and project progress information forums. Public input will be an integral part of the Project and the Consultant should be prepared to oversee and direct outreach efforts and communications with a variety of audiences during this process.

1.9 QUALITY ASSURANCE / QUALITY CONTROL

The Consultant shall plan for and ensure Quality Assurance and Quality Control (QA/QC) during the entire Project. The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Exhibits and plans should be checked, corrected, and backchecked for accuracy and completeness.

TASK 2 PROJECT FUNDING PLANNING

The Consultant shall assist the City in pursuit of funds for the Project construction phase. The Consultant's studies and scope are designed to meet the procedural requirements needed to secure federal funding, including FHWA federal- aid or state funding under the Caltrans Local Assistance Procedures Manual.

TASK 3 PRELIMINARY ENGINEERING AND TECHNICAL REPORTS

This task will consist of compiling and reviewing existing data pertinent to the Project and preparing the necessary supporting analysis and reports.

3.1a DATA COLLECTION AND REVIEW

The Consultant shall research, obtain, distribute, and review all available documentation pertaining to the Project. The City will provide copies of all records that are available at the City. For all other records needed for the design of the Project, the Consultant shall be responsible for researching existing reports and obtaining and reviewing all pertinent Project- related data needed to prepare a complete PS&E package. As the collected data is reviewed, information will be incorporated as needed to support the Project tasks. As-builts, base mapping, right of way and utility information, and existing traffic information will be used to provide further detail, supplement base sheets, and serve to document the need and scope of the Project.

3.1b SUPPLEMENTAL TOPOGRAPHIC SURVEY AND SITE VISITS

The Consultant shall conduct supplemental topographic surveys and site visits where notable features will be highlighted within the Project area. The Consultant shall submit for a Caltrans Encroachment Permit and other required permits to allow for topographic surveys and site visits.

The topographic survey shall identify and map existing features required to verify the design accuracy. The site visits will be on going throughout the various phases of work and approval process in order to ensure that important features are not missed and that recently installed features are identified.

3.1c BOUNDARY SURVEYS

The Consultant shall conduct boundary surveys for properties that require acquisition. The boundary survey shall establish ties to the proposed right-of-way and nearest established survey boundary markers.

3.2 GEOTECHNICAL SITE INVESTIGATION AND TESTING

The Consultant shall perform soil sampling and studies as part of geotechnical field study to obtain detailed information required for design of the Project. The Consultant shall provide all required traffic control measures during geotechnical field work in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and in accordance with City regulations and ordinances.

The Consultant shall obtain required permits and utility mark-outs at least 48 hours prior to the start of any geotechnical field work, including a no-fee City and Caltrans encroachment permit.

Consultant shall prepare and submit a Geotechnical Design and Materials Report (GDMR) containing project description, table of existing soil profile at all boring locations, recommendations for bedding and backfill of pipeline trenches, test results, traffic indices, proposed structural sections, proposed subgrade preparation for unsuitable or saturated material, other reasonable and cost-effective recommendations, boring logs and location maps.

3.3 FOUNDATION REPORT

A Foundation Report will be prepared to provide design parameters and recommendations. The Foundation Report will be prepared for review and approval by Caltrans Division of Engineering Services (DES). The Foundation Report shall provide recommendations for the design of structural foundations, bridges, and any retaining walls associated with the Project and shall provide foundation design parameters, bearing capacity, anticipated settlements, backfill requirements, trenching recommendations, compaction requirements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions.

3.4 HAZARDOUS MATERIALS SITE INVESTIGATION AND TESTING

Based on the Phase I Environmental Site Assessment (ESA), prepared during the PA&ED phase the Consultant shall prepare a Phase II work plan and perform field investigations for hazardous materials.

3.5 HAZARDOUS MATERIALS SITE INVESTIGATION - ADL

The Consultant shall review the test results for aurally deposited lead (ADL) and shall will provide recommendations for design consideration and implementation which will be summarized in the Site Investigation Report.

3.6 HAZARDOUS MATERIALS SITE INVESTIGATION – LBP, ABESTOS, ACM

The Consultant shall review the test results for lead based paint (LBP), asbestos and asbestos containing materials (ACM). The Consultant shall provide recommendations for design consideration and implementation in a Site Investigation Report. for Caltrans review and approval.

3.7 DRAINAGE REPORT

The Consultant shall prepare necessary hydrology analyses to identify hydrologic considerations that may affect final design. The Consultant shall analyze existing and proposed drainage systems (catch basins) for their ability to accommodate future design flows, including proposed improvements. The Consultant shall prepare a Drainage Report to document existing conditions, unusual and special conditions, drainage mapping, hydraulic analysis, and proposed drainage improvements.

3.8 STORM WATER DATA REPORT (SWDR) AND TREATMENT BMP CHECKLIST

The Consultant shall prepare a Storm Water Data Report (SWDR) summarizing the Project impacts to water quality and recommended best management practices (BMPs). The Consultant shall propose the permanent stormwater treatment BMPs for the Project. The report will be based on the report from the PA&ED phase and will be updated with the development of the PS&E.

3.9 STORM WATER INFORMATION HANDOUT (SWIH)

The Consultant shall prepare a Storm Water Information Handout (SWIH) to include with the Information Handout that is provided as part of the documents made available for the Project's bid circulation.

3.10 TEMPORARY TRAFFIC CONTROL (TTC) PLAN

The Consultant shall prepare a Temporary Traffic Control (TTC) Plan that describes the measures to be used to facilitate road users through a work zone, an incident area, or other event that temporarily disrupts normal road user flow. The scope of TTC Plan shall be determined by the Project characteristics and the traffic safety and control requirements identified by the City for the Project. The TTC Plan shall be either referenced to specific TTC elements in the MUTCD, approved standard TTC Plans, the California State Transportation TTC Manual, or to be designed specifically for the Project.

3.11 TRANSPORTATION MANAGEMENT PLAN (TMP)

The Consultant shall prepare a Transportation Management Plan (TMP) for submission and approval to the City and Caltrans. It shall consist of strategies to manage the work zone impacts of a Project. The Consultant shall develop the TMP in consideration of the Project stakeholders. The TMP scope, content, and degree of detail may vary based upon the local agency's work zone policy, and an understanding of the expected work zone impacts of the Project. The TMP shall include the Temporary Traffic Control (TTC) Plan that addresses traffic safety and control in the work zone.

3.12 UTILITY/OTHER AGENCY INVESTIGATION AND COORDINATION

The Consultant shall review the preliminary utility survey and plans completed during the preliminary engineering phase for the Project to verify that all affected utilities including, but not limited to water, electric, gas, communication, storm drain, and sewer utilities have been identified within the Project limits.

3.12a UTILITY BASE MAPPING

The Consultant shall collect and review existing as-built information from the City, Caltrans, property owners, local agencies, utility companies, and other agencies and organizations to establish the existing conditions and utilities located within the Project limits. Research should include both a field review/field work and review of available as-built drawings and encroachment permits for the Project area. The Consultant shall perform the following:

- Prepare Utility Base Map of the Project area showing locations of all existing utilities.
- Prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project
- Identify Potholing Requirements and perform potholing to positively locate critical existing utilities up to 5 potholes

3.12b UTILITY RELOCATIONS AND DOCUMENTATION

The Consultant shall address any utility conflicts by modifying the design of the improvements, designing relocations for City owned facilities and coordinating and verifying the utility relocations by non-City utility providers. Consultant shall prepare and submit the supporting documents in conformance with Caltrans and Federal requirements and as required to certify the utility work.

3.12c UTILITY COORDINATION

The Consultant shall coordinate efforts with the utility providers, to the extent needed, to prepare the PS&E package. The Consultant shall coordinate with all potentially affected utility companies within the Project limits to ensure that all existing facilities, both underground and overhead, are identified accurately during the final design phase and relocations are verified and implemented in the design in accordance with Caltrans and Federal requirements.

TASK 4 35% SUBMITTAL

The Consultant shall verify the preliminary engineering from the PA&ED phase and further develop and obtain consensus on the structural and bikeway design elements from the City and Caltrans. Design should conform to Caltrans Highway Design Manual for Bicycle Facilities, Manual of Uniform Traffic Control Devices, and other requirements.

4.1 TYPE SELECTION

Structural design elements shall consider requirements of relevant agencies. The preliminary overcrossing and structures design builds upon the preliminary engineering from the PA&ED phase. The Consultant shall prepare documentation to obtain approval of the type of structures to be advanced and detailed in design.

4.1a TYPE SELECTION REPORT

The Consultant shall prepare and submit a Type Selection Report for the bridge structure and retaining walls, which will include a review of all available preliminary Project information, and an analysis of the existing and proposed bridge. The recommended Project alternative will be described and include a list of advantages and disadvantages. As part of the Type Selection process and in addition to the Type Selection Report, the Consultant shall develop the following:

- Bridge Site Data Submittal Package (BSDS)
- Preliminary Foundation Report
- Stage Construction Plan
- Accelerate Bridge Construction Questionnaire

The following documents shall be prepared and submitted to Caltrans Districts and Caltrans Office of Special Funded Projects (OSFP) in advance of the Type Selection Meeting. The Type Selection Report shall identify features that may create issues and need to be discussed at the Type Selection Meeting. The report shall include discussion of structure types considered and reasons for selection of the proposed structure and the following elements:

- Type Selection Memo
- Vicinity Map
- General Plan
- Draft Foundation Plan
- General Plan Estimate
- Project Seismic Design Criteria
- Preliminary Foundation Recommendations
- A statement indicating that the City will advertise, award, and administer the construction contract.

4.1b TYPE SELECTION MEETING

The Type Selection Meeting will be scheduled after Caltrans has approved the project geometrics and a minimum of 2 weeks following receipt of the Type Selection Report and related documents. The meeting will be held at Caltrans Headquarters in Sacramento. At the meeting, the Consultant shall present the proposed structure and shall briefly discuss issues pertinent to the selection of the structure type, particularly requirements for foundations, hydraulics, construction (including falsework), seismic design, retrofit strategy, aesthetics, stage construction, and other information needed to support the structure type.

After the meeting, the Consultant shall prepare a meeting summary and provide a copy to the Liaison Engineer within one week. The meeting summary may be used to update or supplement the information in the Type Selection Report to address comments raised at the meeting. Provided all issues raised at the Type Selection Meeting are satisfactorily addressed, the Liaison Engineer will provide written approval of the proposed structure type within one week of receiving the meeting summary. No further design work should be performed until written approval of the structure type is issued by OSFP.

4.2 3D ARTIST RENDERING

The Consultant shall prepare architectural visualizations of bridge structure in context using the 3D base model developed in the PA&ED phase. A 3D rendering of the bridge structure with the surrounding context shall be developed to provide a realistic impression of the overcrossing's characteristics, such as its visual transparency for both viewers and users. The renderings will be used for meetings and presentations with City staff, the City Council and stakeholders.

TASK 5 65% PS&E (BASE MAPS AND PLAN SHEETS)

5.1 65% PLANS

The Consultant shall develop the existing Project base maps into design drawings which shall clearly illustrate the limits of bikeway construction, type of construction, and other items necessary for the construction of the bikeway. The project sheets, which will be represented in the bid documents, will be developed during this task. Minor details may be missing from the plan set at this milestone, but all plan sheets will be included in this submittal package. Roadway plans shall be developed concurrently with the structural plans that will be submitted separately to Caltrans Headquarters' Office of Special Funded Projects (OSFP). For the 65% plan submission, the Consultant shall prepare the following:

- Title Sheet, Vicinity Map and Key Map
- Typical Sections
- Layout Plans
- Profiles/Superelevations
- Drainage Plans, Drainage Profiles, Details
- Temporary Water Pollution Control Plans, Details and Qtys
- Utility Plans, Utility Profiles, Details
- Construction Details

- Stage Construction Plans and Traffic Handling Plans
- Pavement Delineation Plans and Signing Plans
- Electrical Plans and Electrical Details
- Traffic Signal Plans and Traffic Signal Conductor Schedules
- Planting Plan
- Structure (Bridge) Plans
- Architectural Details for Bridge
- Architectural Lighting Design for Bridge
- Retaining Wall/Ramp Plans (Profile & Typical Cross Section) and Retaining Wall/Ramp Details
- Architectural Details for Retaining Wall/Ramp

It is assumed City will advertise, award and administer (AAA) the Project, and Caltrans will prepare the design plans in AutoCAD or MicroStation format in compliance with Caltrans CADD Manual/Guidelines, but will not involve District 4 CADD (MicroStation) processing/review/approval.

5.2 65% TECHNICAL SPECIFICATIONS

The Consultant shall edit and compile 2018 or latest edition of the standard special provisions (SSP) per Caltrans procedures, with the understanding the project will RTL and AAA by the City. Each bid item (developed under Task 4.4) will be supported by either the standard specifications (SS), revised standard specifications (RSP), SSPs, or non-standard SSPs (nSSP) Development and approval of the nSSPs is a critical path schedule item in many cases, affecting the issuance of the RTL document.

5.3 65% COST ESTIMATE

The Consultant will develop the Project bid list and engineer's estimate in accordance with the Caltrans BEES format, and will carry contingencies for unknowns and/or cost verifications, along with Department Furnished Materials (DFM) and Supplemental Work Items (SWI); the contingencies will be updated as information becomes better defined. The BEES/Engineer's Estimate will be updated as needed and dependent on flow of information.

5.4 PS&E QA/QC

The Consultant shall perform an in-house QA/QC review of the documents submitted. The quality control review for the 65% submittal will include the review of the design package for compliance with the governing jurisdictional standards and completeness. The review will focus on ensuring that the plan elements are clearly delineated. The different project sheets will present the design in a common manner with no contradictions or variances.

TASK 6 95% PS&E (BASE MAPS AND PLAN SHEETS)

6.1 JOINT RESOLUTION TEAM (JRT) MEETING

Following receipt of the comments from the 65% PS&E, the Consultant shall schedule a meeting with the City and PDT members to review the revisions on the final 65% PS&E submittal package. The Consultant shall work with the City and other agencies to meet and resolve any remaining conflicts between the comments of different reviewers. The Consultant shall prepare a joint resolution team (JRT) document which transcribes all written and markup comments made on the plans, specifications, estimates and reports. Upon comment resolution with City, no further changes will be anticipated thereafter and such comments or changes will be deferred until the next submittal or next appropriate meeting.

6.2 95% PLANS

Following the JRT, the Consultant shall prepare the 95% PS&E submittal. All comments from the 65% PS&E submittal review shall be addressed. The Consultant shall focus on incorporating all design comments resulting from the 65% submittal. A major task associated with this resolution is balancing the requirements and sorting out the needs of the stakeholders. All gaps in the design caused by changes or pending design and policy decisions will be specifically targeted on the 95% design documents for immediate resolution. Construction details for the Project elements will be finalized as part of this task. The Consultant shall address all relevant items in the LAPM and adhere to all federal, state, and local requirements, regulations, guidelines, and standards for the PS&E package.

6.3 95% TECHNICAL SPECIFICATIONS

The Consultant shall resolve the comments from the 65% specifications. Comments shall be incorporated and comments updated the 95% submittal.

6.4 95% COST ESTIMATE

The Consultant shall resolve the comments from the 65% cost estimate. Comments shall be incorporated and comments updated the 95% submittal.

6.5 SUPPORTING DOCUMENTATION

In collaboration with the PS&E design, the Consultant may need to prepare several memoranda or documentation to support Caltrans and Federal requirements. At a minimum, the Consultant shall prepare certifications and the Risk Management Plan (RMP) which shall be updated continuously throughout the life of the Project.

6.6 CONSTRUCTION SCHEDULE

The Consultant shall prepare a preliminary construction schedule based on the 95% PS&E.

6.7 QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

6.7a STRUCTURES INDEPENDENT CHECK

The Consultant shall conduct an internal check review of the structural plans, specifications, and estimate and prepare independent check calculations per Caltrans OSFP guidelines; concurrent with review of the 95% Submittal by the City and other agencies. The purpose of this review is to provide independent review of the specific project details by professionals who were not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.

6.7b PS&E QA/QC

The Consultant's quality control review for the 95% submittal shall include the review of the design package for compliance with the governing jurisdictional standards and completeness. The review will focus on ensuring that the plan is complete, constructible, and that the design elements are clearly delineated.

6.8 CONSTRUCTABILITY REVIEW

The Consultant shall attend constructability review meeting (CRM) for the 95% PS&E. The Consultant shall respond to the comments resulting from the CRM.

TASK 7 100% PS&E (Base Maps and Plan Sheets)

7.1 JOINT RESOLUTION TEAM (JRT) MEETING

Once the City receives the final 95% PS&E submittal, the Consultant shall schedule a JRT meeting with PDT members to review the comments on the 95% PS&E package and obtain clarifications and resolution.

7.2 100% PLANS

With receipt of the 95% PS&E comments and completed JRT meetings, the Project Plans, will be updated for the 100% submittal. The Consultant shall incorporate and resolve any final remaining comments received as a result of the 95% submittal.

7.3 100% TECHNICAL SPECIFICATIONS

The Consultant shall resolve the comments from the 95% specifications. Comments shall be incorporated and comments updated the 100% submittal.

7.4 100% COST ESTIMATE

The Consultant shall resolve the comments from the 95% cost estimate. Comments shall be incorporated and comments updated the 100% submittal.

7.5 E-76 REQUEST AUTHORIZATION DOCUMENTATION

The PS&E must be certified prior to submission to Caltrans. The Consultant shall assist the City in certifying the Project PS&E for compliance with all applicable federal and state regulations and procedures. A preliminary "PS&E Checklist" form, included as Exhibit 12-D in Chapter 12 (Plans, Specifications & Estimate) of Caltrans' Local Assistance Procedures Manual, which summarizes

the items requiring local agency compliance and identifies critical federal requirements shall be prepared by the Consultant. With prior approval and consent from the City, the Consultant shall prepare the final Project PS&E Certification Checklist, PS&E Certification Letter (Exhibit 12-C, LAPM Chapter 12), and preliminary estimate to be submitted to the Caltrans District Local Assistance Engineer (DLAE) along with a completed E-76 – “Request for Authorization” to proceed with construction.

7.6 QUALITY ASSURANCE /QUALITY CONTROL (QA/QC)

The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. All exhibits, plans, and reports should be checked, corrected, and backchecked for accuracy and completeness.

TASK 8 FINAL PS&E (FINAL BID DOCUMENTS)

8.1 FINAL PS&E

This task consists of incorporating comments received from Caltrans final review of the 100% PS&E (pre-final bid documents) and preparing the necessary documents ready for project advertisement. The Consultant shall incorporate into the pre-final bid documents submitted in the previous task, the comments received from the City and Caltrans final review.

8.2 CONSTRUCTION SCHEDULE

The Consultant shall update and format to its final form the construction schedule.

8.3 RESIDENT ENGINEER’S FILE AND SUPPLEMENTAL MATERIALS

The Consultant will prepare and submit a three (3) Resident Engineer's file and include all project relevant items identified in the Caltrans Resident Engineer's file check-off list. The files shall contain, at a minimum, the preliminary and final construction quantities, and cost estimates, one color-coded set of blueprints (blackline drawings) with the plan views and cross sections showing different colors for each item of construction, the total work quantities for each sheet shown on each sheet, and the total work quantities for all sheets shown on the first sheet. All quantities shown on the plans shall match the quantities shown on all other bid documents.

8.4 SURVEY FILE AND SUPPLEMENTAL MATERIALS

The Consultant shall prepare a Survey File to include the Survey Control Plan, Cross Sections, Grid Grades/Slope Staking Notes, Memo/Info to the RE, Quantities and Cost Breakdowns developed and based on the Project final design.

8.5 INFORMATION HANDOUT

For the information handout, the Consultant shall compile documentation, reports and information that supported the design and contract documents. The information handout will be shared with bidding contractors, and includes technical design reports, environmental/permitting documentation, cross sections, and any other related design-information to assist the contractor and Resident Engineer during construction related to the basis of design.

TASK 9 RIGHT OF WAY ENGINEERING

In order to acquire all necessary property and easements needed for the bike path and right-of-way certifications with Caltrans, the Consultant shall obtain all existing property ownership information needed to complete the design of this Project and complete right-of-way and easement acquisition documentation needed to construct the bikeway.

Based on the PA&ED phase for the Project, the right of way task is based on the following number of right of way acquisitions:

- Two (2) Rights of Entry/Permits
- Six (6) Partial Acquisitions of Parcels owned by either the Sonoma County Junior College District or the Santa Rosa Junior College District and one private party.

9.1 RIGHT OF WAY REQUIREMENTS MAP

Based on the developed alignments and potential right of way requirements for construction, access, and relocations of existing facilities, the Consultant shall provide a right of way (R/W) requirement map. The assessment of right of way needs will not only include fee acquisitions but will identify access control, utility easements and temporary construction easement acquisitions and relocations. The right of way required will be compiled in a right of way requirement map for clear identification. The final documentation shall identify all affected parcels and their owners and describe the right of way or easements necessary to construct the proposed improvement.

9.2 OBTAIN TITLE REPORTS AND OTHER PERTINENT EXISTING OWNERSHIP INFORMATION

The Consultant shall coordinate with a Title Company to obtain title reports for six (6) properties.

9.3 DESIGN WORK RIGHT OF ENTRIES

The Consultant shall solicit and acquire rights of entry/permits to enter on a voluntary basis to permit entry for design related work or site visits. The Consultant shall serve as the point of contact for the property owners and tenants.

9.4 PLAT AND LEGAL DESCRIPTIONS

The Consultant shall prepare legal descriptions and plats of all right-of-way acquisitions or easements needed for completion of the proposed improvements. Draft plats and legal descriptions for the right of way requirements shall be prepared for all fee acquisitions and easements. The draft plat and legal descriptions shall be based on the boundary mapping, and shall be submitted to the City for review and comment. The Consultant shall incorporate comments into the final plat and legal descriptions to be used by the Consultant for the appraisal/offer/negotiations process.

9.5 RIGHT OF WAY CONSULTING AND COORDINATION MEETINGS

The Consultant shall provide ongoing consulting and coordination related to right of way issues including attending meetings; coordination with project stakeholders; risk analysis related to right of way issues; resolving problems and recommending solutions; and ensuring compliance with Caltrans requirements and state and federal regulations.

9.6 RIGHT OF WAY APPRAISAL (INCLUDING INDEPENDENT REVIEW)

The Consultant shall appraise all properties in accordance with California Eminent Domain Law; California Government Code Section 7260 et seq.; the Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt; the Caltrans Right of Way Manual; and 49 CFR, Part 24. where additional right-of-way or easements are required to construct the proposed bikeway.

Appraisals are based on the "Fair Market Value" of the properties as per California Code of Civil Procedure, Section 1263.320. The Consultant shall prepare the appraisals in an Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2.

Upon completion of the appraisal reports, an independent review of the reports using the various standards prescribed by the federal and state laws and regulations, Federal Highway Administration, Caltrans appraisal procedures, Uniform Standards of Professional Appraisal Practice (USPAP) and the California Eminent Domain codes shall be conducted.

Per Section 102 of the California Streets and Highways code a copy of the appraisal report will be provided to the property owner.

9.7 RIGHT OF WAY OFFERS AND NEGOTIATIONS

The Consultant shall negotiate to acquire partial acquisitions with up to 2 property owners. Discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation. If settlement with owners and other required interests is reached pursuant to the City approved appraisal or City approved administrative settlement, the Consultant shall prepare a Memorandum of Settlement for transmittal to City. If an administrative settlement appears to be prudent, the Consultant shall prepare a settlement discussion memorandum reviewing the issues. This memorandum will require City written approval before implementation of any settlement agreement.

The Consultant shall prepare make every reasonable effort to acquire property on behalf of the City expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated. City will provide ongoing feedback to the Consultant as to authorization for settlements.

If agreement with all owners and other required interests cannot be reached, the Consultant shall advise City that negotiations have reached an impasse. The City will consider scheduling of an action in eminent domain including the required public necessity hearing.

9.8 AGREEMENTS, DEEDS, EASEMENTS AND RIGHT OF ENTRIES

The Consultant shall prepare the acquisition documents for the Project which shall include offer letter, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement, deed, and public acquisition brochure.

9.9 ESCROW AND RECORDATION

The Consultant shall establish a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by City.

The Consultant shall provide title and escrow support to coordinate and facilitate the title and escrow process including coordination of escrow closings and review of escrow instructions in order for agreements, deeds, easements, "Rights-of- Entry", and other property-related documentation to be recorded.

9.10 RIGHT OF WAY CERTIFICATION

The Consultant shall coordinate the preparation of the Right of Way Certification. A Draft Right of Way Certification will be prepared in accordance with the Caltrans Right of Way Manual and provided to the City for review and approval. Supporting documentation will be submitted along with the Right of Way Certification, including right of way contracts; Orders for Prejudgment Possession; diary notes; right of way sufficiency forms; Agreements for Possession and Use; and deeds.

9.11 OPERATION AND MAINTENANCE PROGRAM FOR BIKE PATH

The Consultant shall coordinate with the City to establish a uniform operation and maintenance program for the bike path.

TASK 10 OBTAIN PERMITS AND AGREEMENTS

10.1 NEPA/CEQA REVALIDATION

The Consultant shall prepare a NEPA/CEQA revalidation, which is required to confirm that the environmental document remains valid before the project proceeds to the next approval (RTL). The revalidation will document any changes in the project design, right of way needs/acreages, and/or environmental setting, impacts, and commitments. It is assumed that no additional technical analyses will be needed to complete the revalidation.

10.2 ENVIRONMENTAL COMMITMENT RECORD

As part of the revalidation, the Consultant shall prepare and maintain the Environmental Commitment Record (ECR). Based on the environmental document for the Project, it is assumed that no regulatory permits or environmental mitigation agreements are required.

10.3 MAINTENANCE AGREEMENT

The Consultant shall provide support to the City to develop and finalize the Maintenance Agreement to be executed between the City and Caltrans.

TASK 11 DESIGN SUPPORT SERVICES DURING BID

The City shall be responsible for the construction contract advertisement. The Consultant shall provide design support services to support the bidding phase of the Project.

11.1 PRE-BID MEETING

The Consultant, represented by all key members of the design team, shall attend one (1) pre-bid meeting with potential bidders, to answer questions regarding the plans and specifications. The Consultant shall keep a written record of each question asked, and the ultimate response by the City, the City Engineer and/or the Consultant, for eventual distribution to the bidders.

11.2 BID INQUIRES

The Consultant shall assist City with providing written responses to bidder inquiries in consideration of answering questions, providing consultation and interpretation of the construction documents.

11.3 BID ADDENDA

If bid inquiries require modifying the plans or specifications, the Consultant shall assist the City in preparing an addenda to the PS&E for circulation during the bid phase.

HIGHWAY 101 BICYCLE AND PEDESTRIAN BRIDGE PROJECT

BKF Engineers - Preliminary Schedule

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 1/18/21	Mon 1/18/21
2	Task 1: Project Management/Project Coordination	1020 days	Mon 1/18/21	Fri 12/13/24
3	Project Management	1020 days	Mon 1/18/21	Fri 12/13/24
4	Agency and Subconsultant Coordination	51 mons	Mon 1/18/21	Fri 12/13/24
5	Prepare CPM Schedule	3 days	Mon 1/18/21	Wed 1/20/21
6	Update CPM Schedule Monthly	28 mons	Mon 1/18/21	Fri 3/10/23
7	Prepare Progress Reports and Invoices	51 mons	Mon 1/18/21	Fri 12/13/24
8	Meetings (PDT, Project Meetings, Technical/Workshops, Management, Constructability Review)	480 days	Mon 1/18/21	Fri 11/18/22
9	Kick Off Meeting	0 days	Fri 1/22/21	Fri 1/22/21
10	Regular Project Meetings, PDT Meetings and Management Meetings	24 mons	Mon 1/18/21	Fri 11/18/22
11	Technical Meetings/Workshops	24 mons	Mon 1/18/21	Fri 11/18/22
12	Constructability Review	1 wk	Mon 9/13/21	Fri 9/17/21
13	Public Meeting and Public Outreach	480 days	Mon 1/18/21	Fri 11/18/22
14	Public Outreach/Stakeholder Communications	24 mons	Mon 1/18/21	Fri 11/18/22
15	Public Meeting	0 days	Fri 11/26/21	Fri 11/26/21
16	Establish and Implement Project Quality Assurance/Quality Control Program	24 mons	Mon 1/18/21	Fri 11/18/22
17	Task 2: Project Funding Planning	360 days	Mon 2/15/21	Fri 7/1/22
18	Assist with Funding Pursuits	18 mons	Mon 2/15/21	Fri 7/1/22
19	Task 3: Preliminary Engineering and Technical Reports	310 days	Mon 1/25/21	Fri 4/1/22
20	Conduct Research, Obtain Documentation and Review Information	4 wks	Mon 1/25/21	Fri 2/19/21
21	Investigations	80 days	Mon 2/8/21	Fri 5/28/21
22	Set Aerial Control Flight Panels	2 wks	Mon 2/8/21	Fri 2/19/21
23	Perform Aerial Mapping	2 wks	Mon 2/22/21	Fri 3/5/21
24	Supplemental Topography / Field Surveys	4 wks	Mon 2/22/21	Fri 3/19/21
25	Boundary Surveys	4 wks	Mon 2/22/21	Fri 3/19/21
26	Project Base Sheets	2 wks	Mon 3/8/21	Fri 3/19/21
27	Perform Geotechnical Investigations, Hazardous Materials Testing (ADL, Lead-Paint, and Asbestos)	4 wks	Mon 4/5/21	Fri 4/30/21
28	Conduct Geotechnical and Haz Mat Lab Analysis	4 wks	Mon 5/3/21	Fri 5/28/21
29	Technical Reports	90 days	Mon 4/5/21	Fri 8/6/21
30	Prepare Supplemental Design Standard Decision Report	2 wks	Mon 4/5/21	Fri 4/16/21
31	Prepare SWDR, Treatment BMP Checklist & Storm Water Information Handout	4 wks	Mon 4/5/21	Fri 4/30/21
32	Prepare Drainage Report	6 wks	Mon 4/5/21	Fri 5/14/21
33	Prepare TMP	4 wks	Mon 4/5/21	Fri 4/30/21
34	Prepare Site Investigation Report	8 wks	Mon 5/31/21	Fri 7/23/21
35	Prepare Foundation Reports for Bridge, Walls and LOTB (FR)	10 wks	Mon 5/31/21	Fri 8/6/21
36	Structural/Architectural Principal Span Studies	6 wks	Mon 6/21/21	Fri 7/30/21
37	Utility Coordination	280 days	Mon 3/8/21	Fri 4/1/22
38	Utility Base Mapping	2 wks	Mon 3/8/21	Fri 3/19/21
39	Utility Potholing	4 wks	Mon 3/22/21	Fri 4/16/21
40	Define Utility Relocation Requirements	2 wks	Mon 4/19/21	Fri 4/30/21
41	Prepare Utility Relocation Documentation	6 mons	Mon 4/12/21	Fri 9/24/21
42	Prepare Encroachment Policy Variance Request	3 wks	Mon 7/26/21	Fri 8/13/21
43	Utility Coordination	12 mons	Mon 5/3/21	Fri 4/1/22

City of Santa Rosa

HIGHWAY 101 BICYCLE AND PEDESTRIAN BRIDGE PROJECT

BKF Engineers - Preliminary Schedule

ID	Task Name	Duration	Start	Finish
44	Task 4: 35% PS&E (Base Maps and Plan Sheets)	105 days	Mon 2/22/21	Fri 7/16/21
45	35% Plans	105 days	Mon 2/22/21	Fri 7/16/21
46	35% Roadway and Structural Plans	6 wks	Mon 2/22/21	Fri 4/2/21
47	Landscape Bridge and Aesthetic Concepts	4 wks	Mon 6/21/21	Fri 7/16/21
48	In-House Quality Control and Constructability Review	1 wk	Mon 4/5/21	Fri 4/9/21
49	Submit 35% PS&E (Geometric Drawings) Package	0 days	Fri 4/9/21	Fri 4/9/21
50	Review Period	6 wks	Mon 4/12/21	Fri 5/21/21
51	35% Cost Estimate and Specifications Outline	2 wks	Mon 4/5/21	Fri 4/16/21
52	Preliminary Construction Schedule	1 wk	Mon 4/5/21	Fri 4/9/21
53	DRB Meeting	15 days	Mon 3/8/21	Fri 3/26/21
54	Prepare 3d Artist Renderings and Presentation	3 wks	Mon 3/8/21	Fri 3/26/21
55	Attend DRB Meeting to Confirm Structure Type	0 days	Fri 3/26/21	Fri 3/26/21
56	Type Selection Report	65 days	Mon 3/22/21	Fri 6/18/21
57	Prepare Type Selection Report	6 wks	Mon 3/22/21	Fri 4/30/21
58	Submit Type Selection Report	0 days	Fri 4/30/21	Fri 4/30/21
59	Caltrans Sets Type Selection Meeting	0 days	Fri 5/21/21	Fri 5/21/21
60	Prepare Minutes and Update Type Selection Report	2 wks	Mon 6/7/21	Fri 6/18/21
61	Task 5: 65% PS&E (Base Maps and Plan Sheets)	130 days	Mon 5/24/21	Fri 11/19/21
62	Review 35% Comments and Hold JRT Meeting	2 wks	Mon 5/24/21	Fri 6/4/21
63	Update Geometrics and Project Features	2 wks	Mon 6/7/21	Fri 6/18/21
64	Prepare Layout, Typical Cross Sections, Profile and Grading, Drainage, Utility, Stage Construction Details, Signing and Striping Plan, Electrical, Landscaping, Irrigation and Quantity Sheets	8 wks	Mon 6/21/21	Fri 8/13/21
65	Prepare Structural Plans	10 wks	Mon 6/21/21	Fri 8/27/21
66	Prepare Specifications	3 wks	Mon 8/23/21	Fri 9/10/21
67	Prepare Preliminary Construction Cost Estimate	3 wks	Mon 8/23/21	Fri 9/10/21
68	In-House Quality Control	2 wks	Mon 9/13/21	Fri 9/24/21
69	Submit 65% PS&E and Supporting Project Reports	0 days	Fri 9/24/21	Fri 9/24/21
70	Review Period	8 wks	Mon 9/27/21	Fri 11/19/21
71	Task 6: 95% PS&E (Base Maps and Plan Sheets)	100 days	Mon 11/22/21	Fri 4/8/22
72	Review 65% Comments and Hold JRT Meeting	3 wks	Mon 11/22/21	Fri 12/10/21
73	Update Project Plans	8 wks	Mon 11/29/21	Fri 1/21/22
74	Update Specifications, Cost Estimate & Schedule	3 wks	Mon 1/17/22	Fri 2/4/22
75	Perform Independent Structural Check	4 wks	Mon 1/10/22	Fri 2/4/22
76	Prepare Project Engineer Certification for Utilities and ADA Certification	3 days	Mon 1/24/22	Wed 1/26/22
77	Prepare Construction Schedule	1 wk	Mon 2/14/22	Fri 2/18/22
78	In-House Quality Control	3 wks	Mon 1/24/22	Fri 2/11/22
79	Submit 95% PS&E and Supporting Documents and Certifications	0 days	Fri 2/11/22	Fri 2/11/22
80	Review Period	8 wks	Mon 2/14/22	Fri 4/8/22
81	Constructability Review	4 wks	Mon 3/14/22	Fri 4/8/22
82	Task 7: 100% PS&E (Base Maps and Plan Sheets)	85 days	Mon 4/11/22	Fri 8/5/22
83	Review 95% Comments and Hold JRT Meeting	3 wks	Mon 4/11/22	Fri 4/29/22
84	Prepare 100% PS&E	6 wks	Mon 4/18/22	Fri 5/27/22
85	In-House Quality Control	2 wks	Mon 5/30/22	Fri 6/10/22
86	Review Period	8 wks	Mon 6/13/22	Fri 8/5/22

HIGHWAY 101 BICYCLE AND PEDESTRIAN BRIDGE PROJECT

BKF Engineers - Preliminary Schedule

ID	Task Name	Duration	Start	Finish
87	Task 8: Final PS&E (Base Maps and Plan Sheets)	130 days	Mon 8/8/22	Fri 2/3/23
88	Final PS&E	50 days	Mon 8/8/22	Fri 10/14/22
89	Incorporate 100% PS&E Comments and Prepare Final PS&E	4 wks	Mon 8/8/22	Fri 9/2/22
90	Review Period	6 wks	Mon 9/5/22	Fri 10/14/22
91	Update Construction Schedule	3 days	Mon 9/5/22	Wed 9/7/22
92	Caltrans Release Encroachment Permit	3 wks	Mon 9/19/22	Fri 10/7/22
93	E-76 Documentation	130 days	Mon 8/8/22	Fri 2/3/23
94	Prepare E-76 Documentation	4 wks	Mon 8/8/22	Fri 9/2/22
95	DLA Review E-76 Documentation	6 wks	Mon 9/5/22	Fri 10/14/22
96	Revise E-76 Documentation	2 wks	Mon 10/17/22	Fri 10/28/22
97	Resubmit E-76	0 days	Fri 10/28/22	Fri 10/28/22
98	DLA Review and Forward to FHWA	2 wks	Mon 10/31/22	Fri 11/11/22
99	FHWA Approve E-76 Request for Authorization	3 mons	Mon 11/14/22	Fri 2/3/23
100	Contract Bid Documents	23 days	Mon 10/17/22	Wed 11/16/22
101	Prepare Front End Bid Documents	2 wks	Mon 10/17/22	Fri 10/28/22
102	Finalize Plans and Specifications	2 wks	Mon 10/31/22	Fri 11/11/22
103	Assemble Bid Documents	3 days	Mon 11/14/22	Wed 11/16/22
104	Task 9: Right of Way Engineering	450 days	Mon 2/1/21	Fri 10/21/22
105	Confirm Right of Way Requirements	2 wks	Mon 8/2/21	Fri 8/13/21
106	Prepare and Negotiate Right of Entries	1.5 mons	Mon 2/1/21	Fri 3/12/21
107	Obtain Title Reports and Ownership Information	2 mons	Mon 8/16/21	Fri 10/8/21
108	Prepare Plat and Legal Description	8 wks	Mon 8/16/21	Fri 10/8/21
109	Right of Way Acquisition	330 days	Mon 7/19/21	Fri 10/21/22
110	Appraisals	8 wks	Mon 7/19/21	Fri 9/10/21
111	Appraisal Independent Review	2 wks	Mon 9/13/21	Fri 9/24/21
112	Right of Way Offer and Negotiations	12 mons	Mon 10/11/21	Fri 9/9/22
113	Prepare Right of Way Documents	2 wks	Mon 9/12/22	Fri 9/23/22
114	Escrow and Recordation	4 wks	Mon 9/26/22	Fri 10/21/22
115	Prepare Right of Way Certification	2 wks	Mon 9/12/22	Fri 9/23/22
116	Prepare Operation and Maintenance Program	4 wks	Mon 8/8/22	Fri 9/2/22
117	Task 10: Obtain Permits and Agreements	310 days	Mon 7/26/21	Fri 9/30/22
118	Tree Removal Permit	30 days	Mon 12/13/21	Fri 1/21/22
119	NEPA/CEQA Revalidation	80 days	Mon 12/13/21	Fri 4/1/22
120	Prepare Draft Revalidation	8 wks	Mon 12/13/21	Fri 2/4/22
121	Submit Draft Revalidation	0 days	Fri 2/4/22	Fri 2/4/22
122	Caltrans/City Review of Draft Revalidation	6 wks	Mon 2/7/22	Fri 3/18/22
123	Finalize Revalidation	2 wks	Mon 3/21/22	Fri 4/1/22
124	Prepare Environmental Commitment Record	3 wks	Mon 7/26/21	Fri 8/13/21
125	Confirm Environmental Commitment Record	1 wk	Mon 9/5/22	Fri 9/9/22
126	Maintenance Agreement	105 days	Mon 12/13/21	Fri 5/6/22
127	Prepare Exhibits for Maintenance Agreement	3 wks	Mon 12/13/21	Fri 12/31/21
128	Caltrans Reviews Exhibits and Prepare Draft Maintenance Agreement	6 wks	Mon 1/3/22	Fri 2/11/22
129	City Review Maintenance Agreement and Update Exhibits	8 wks	Mon 2/14/22	Fri 4/8/22
130	Finalize Maintenance Agreement	4 wks	Mon 4/11/22	Fri 5/6/22
131	Construction Cooperative Agreement (Coop)	125 days	Mon 4/11/22	Fri 9/30/22
132	Prepare RFC	1 wk	Mon 4/11/22	Fri 4/15/22
133	Caltrans Prepare Draft Coop	2 mons	Mon 4/18/22	Fri 6/10/22
134	City Review Draft Coop	2 mons	Mon 6/13/22	Fri 8/5/22
135	Caltrans Finalize Coop	1 mon	Mon 8/8/22	Fri 9/2/22
136	City and Caltrans Execute Coop	1 mon	Mon 9/5/22	Fri 9/30/22

HIGHWAY 101 BICYCLE AND PEDESTRIAN BRIDGE PROJECT

BKF Engineers - Preliminary Schedule

ID	Task Name	Duration	Start	Finish
137	Task 11: Design Support Services During Construction	470 days	Mon 2/6/23	Fri 11/22/24
138	Bid Support	40 days	Mon 2/6/23	Fri 3/31/23
139	Advertisement	8 wks	Mon 2/6/23	Fri 3/31/23
140	Attend Pre-bid Meeting	0 days	Mon 2/20/23	Mon 2/20/23
141	Prepare Bid Addenda and Respond to Inquires	3 wks	Mon 2/20/23	Fri 3/10/23
142	Bid Opening	0 days	Fri 3/31/23	Fri 3/31/23
143	Construction Support Services	430 days	Mon 4/3/23	Fri 11/22/24
144	Contract Award	3 wks	Mon 4/3/23	Fri 4/21/23
145	Construction	20 mons	Mon 4/24/23	Fri 11/1/24
146	As-built Preparation	3 wks	Mon 11/4/24	Fri 11/22/24

Exhibit B

Compensation

BKF ENGINEERS
City of Santa Rosa: Highway 101 Bicycle Pedestrian Bridge Project
Fee Proposal



Project Budget
 Scope/Fee Summary

			BKF Engineers Civil, Survey, R/W, Traffic, and Project Management													Biggs Cardosa Associates Structural Engineering (Bridge)										Sierra Engineering Structural Engineering (Retaining Walls/Independent Check)							Steven Grover and Associates Bridge Architect and Public Outreach																																																		
			BKF													BCA										Sierra							SGA																																																		
			Principal	Associate	Project Manager/Tech Manager	Engineering/Surveying Manager	Sr Project Engineer/Surveyor	Project Engineer/Surveyor	Design Engineer/Staff Surveyor	Technician	Survey Crew (2-Man)	Project Assistant	Clerical/Admin Assistant	Total Hours	BKF Fee	Principal	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Senior CAD Drafter	Admin/ Secretarial	Total Hours	BCA Fee	Principal	Project manager	Project Engineer	Senior CAD Drafter	Accounting / Admin	Total Hours	Sierra Fee	Principal	Project Manager	Architectural Designer	Total Hours	SGA Fee																																													
			\$403	\$251	\$236	\$201	\$186	\$169	\$142	\$171	\$320	\$148	\$107	Hrs.	\$	\$325	\$236	\$207	\$189	\$163	\$148	\$136	\$148	\$160	Hrs.	\$	\$177	\$116	\$104	\$77	\$77	Hrs.	\$	\$198	\$132	\$132	Hrs.	\$																																													
Task	Description	Hours																										Hours	Fee																										Hours	Fee																										Hours	Fee
Task 1	Project Management/Project Coordination	1470																										629	\$166,529																										142	\$34,158																										663	\$99,462
1.1	Project Meetings (24 Total) and Internal Coordination	188																										84	\$24,761																										44	\$10,748																										60	\$9,504
1.2	Prepare CPM Schedule and Update Monthly	28																										28	\$7,332																										0	\$0																										0	\$0
1.3	Invoices/Progress Reports	44																										44	\$12,883																										0	\$0																										0	\$0
1.4	Agency/Subconsultant Coordination	378																										188	\$52,008																										0	\$0																										190	\$27,720
1.5	Kick-off Meetings and PDT Meetings (25 Total)	257																										121	\$29,405																										74	\$17,622																										62	\$9,834
1.6	Technical Meetings/Workshops (10 Total)	69																										24	\$7,248																										20	\$4,902																										25	\$3,960
1.7	Management & Constructability Review Meeting	70																										24	\$6,082																										4	\$886																										6	\$924
1.8	Public Meeting/Outreach	236																										36	\$9,911																										0	\$0																										200	\$29,040
1.9	Quality Assurance/Quality Control	200																										80	\$16,898																										0	\$0																										120	\$18,480
Task 2	Project Funding Planning	96																										68	\$17,944																										0	\$0																										28	\$3,960
2.1	Assist City with Funding Pursuits	96																										68	\$17,944																										0	\$0																										28	\$3,960
Task 3	Preliminary Engineering and Technical Reports	2402																										824	\$165,049																										0	\$0																										80	\$11,616
3.1a	Data Collection and Preliminary Investigations Research, Obtain and Review Available Project Information, including Mapping, Reports, and Record Information (Utilities, R/W, etc.)	218																										138	\$25,168																										0	\$0																										80	\$11,616
3.1b	Aerial Mapping	0																										0	\$0																										0	\$0																										0	\$0
3.1c	Supplemental Topographic Survey and Site Visits	90																										90	\$19,794																										0	\$0																										0	\$0
3.1d	Boundary Surveys	57																										57	\$13,415																										0	\$0																										0	\$0
3.2	Geotechnical Site Investigation and Testing	168																										10	\$2,489																										0	\$0																										0	\$0
3.3a	Foundation Report (Draft), Includes Wall and Path	720																										24	\$4,881																										0	\$0																										0	\$0
3.3b	Foundation Report (Final) Includes Wall and Path	165																										19	\$3,603																										0	\$0																										0	\$0
3.4	Hazardous Materials Site Investigation and Testing	12																										12	\$2,760																										0	\$0																										0	\$0
3.5	Hazardous Materials Site Investigation - ADL	16																										16	\$3,633																										0	\$0																										0	\$0
3.6	Hazardous Materials Site Investigation - LBP, Asbestos, ACM	16																										16	\$3,633																										0	\$0																										0	\$0
3.7	Drainage Report	72																										72	\$14,237																										0	\$0																										0	\$0
3.8	Storm Water Data Report (SWDR) and Treatment BMP Checklist	100																										100	\$17,475																										0	\$0																										0	\$0
3.9	Storm Water Information Handout (SWIH)	34																										34	\$6,020																										0	\$0																										0	\$0
3.10	Transportation Management Plan (TMP)	345																										28	\$6,685																										0	\$0																										0	\$0
3.11	Temporary Traffic Control (TT) Plan	191																										10	\$2,351																										0	\$0																										0	\$0
3.12a	Utility Base Mapping	46																										46	\$7,635																										0	\$0																										0	\$0
3.12b	Utility Relocations and Documentation	76																										76	\$14,121																										0	\$0																										0	\$0
3.12c	Utility Coordination	76																										76	\$17,151																										0	\$0																										0	\$0
3.14	Utility Encroachment Policy Variance Request (EPVR)	0																										0	\$0																										0	\$0																										0	\$0
3.15	Structural/Architectural Principal Span Studies	0																										0	\$0																										0	\$0																										0	\$0
Task 4	35 % PS&E (Base Maps and Plan Sheets)	3396																										64	\$15,878																										2078	\$374,910																										352	\$51,216
4.1	35% Plans	200																										0	\$0																										0	\$0																										200	\$29,040
4.1a	35% PS&E (Roadway and Structural)																											0	\$0																										0	\$0																										0	\$0
4.1b	Landscape and Aesthetic Concepts																											0	\$0																										0	\$0																										200	\$29,040
4.1c	35% Cost Estimate and Specifications Outline																											0	\$0																										0	\$0																										0	\$0
4.1d	Preliminary Construction Schedule																											20	\$0																										0	\$0																										0	\$0
4.1e	QA/QC and Update/Finalize Plans																											0	\$0																										0	\$0																										0	\$0
4.2	Type Selection	3036																										54	\$13,263																										2078	\$374,910																										8	\$1,584
4.2a	Type Selection Reports																											38	\$6,420																										2000	\$359,120																										0	\$0
4.2b	Type Selection Meeting																											40	\$6,843																										78	\$15,790																										8	\$1,584
4.3	3d Artist Rendering	160																										16	\$2,615																										0	\$0																										144	\$20,592

BKF ENGINEERS
City of Santa Rosa: Highway 101 Bicycle Pedestrian Bridge Project
Fee Proposal



Project Budget
Scope/Fee Summary

			BKF Engineers Civil, Survey, R/W, Traffic, and Project Management											Biggs Cardosa Associates Structural Engineering (Bridge)								Sierra Engineering Structural Engineering (Retaining Walls/Independent Check)						Steven Grover and Associates Bridge Architect and Public Outreach										
			BKF											BCA								Sierra						SGA										
			Principal	Associate	Project Manager/Tech Manage	Engineering/Surveying Manager	Sr Project Engineer/Surveyor	Project Engineer/Surveyor	Design Engineer/Staff Surveyor	Technician	Survey Crew (2-Man)	Project Assistant	Clerical/Admin Assistant	Total Hours	BKF Fee	Principal	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Senior CAD Drafter	Admin/ Secretarial	Total Hours	BCA Fee	Principal	Project manager	Project Engineer	Senior CAD Drafter	Accounting / Admin	Total Hours	Sierra Fee	Principal	Project Manager	Architectural Designer	Total Hours	SGA Fee
			\$403	\$251	\$236	\$201	\$186	\$169	\$142	\$171	\$320	\$148	\$107	Hrs.	\$	\$325	\$236	\$207	\$189	\$163	\$148	\$136	\$148	\$160	Hrs.	\$	\$177	\$116	\$104	\$77	\$77	Hrs.	\$	\$198	\$132	\$132	Hrs.	\$
			Hourly Rates																																			
		Hrs.																																				
		\$																																				
Task 5	65% PS&E (Base Maps and Plan Sheets)	5642	\$872,586																																			
5.1	Joint Resolution Team ("JRT") Meeting	74	\$13,801																																			
5.2	65% Plans	4820	\$743,391																																			
5.3	65% Technical Specifications	212	\$37,377																																			
5.4	65% Cost Estimate	320	\$48,501																																			
5.5	QA/QC and Update/Finalize Plans	216	\$29,517																																			
Task 6	95% PS&E (Base Maps and Plan Sheets)	3979	\$648,570																																			
6.1	Joint Resolution Team ("JRT") Meeting	79	\$14,710																																			
6.2	95% Plans	1512	\$233,930																																			
6.3	95% Technical Specifications	144	\$24,424																																			
6.4	95% Cost Estimate	198	\$29,828																																			
6.5	Supporting Documentation	108	\$15,614																																			
6.6	Construction Schedule	30	\$5,710																																			
6.7a	Independent Check (Structures)	1640	\$284,814																																			
6.7b	PS&E QA/QC	156	\$20,974																																			
6.8	Constructability Review	112	\$18,564																																			
Task 7	100% PS&E (Base Maps and Plan Sheets)	1509	\$233,279																																			
7.1	Joint Resolution Team ("JRT") Meeting	59	\$10,482																																			
7.2	100% Plans	826	\$126,351																																			
7.3	100% Technical Specifications	110	\$17,345																																			
7.4	100% Cost Estimate	146	\$22,175																																			
7.5	E-76 Request for Authorization Documentation	264	\$41,597																																			
7.6	QA/QC and Update/Finalize Plans	104	\$15,329																																			
Task 8	Final PS&E (Base Maps and Plan Sheets)	599	\$92,734																																			
8.1	Final PS&E Package	422	\$64,886																																			
8.2	Construction Schedule	21	\$3,679																																			
8.3	Resident Engineer's File and Supplemental Materials	46	\$7,890																																			
8.4	Survey File and Supplemental Materials	20	\$3,168																																			
8.3	Information Handout	90	\$13,111																																			
8.4	RTL/Contract Bid Documents	0	\$0																																			
8.4a	Construction Bid Documents		\$0																																			
8.4b	Prepare Front End Bid Documents		\$0																																			
8.4c	Final Bid Documents		\$0																																			
Task 9	Right of Way Engineering	1029	\$166,543																																			
9.1	Right of Way Requirement (Design Needs) Map	44	\$7,166																																			
9.2	Obtain Title Reports and Other Pertinent Existing Ownership Information	4	\$862																																			
9.3	Prepare and Negotiate Design Work Right of Entries	212	\$34,200																																			
9.4	Prepare Plat and Legal Description (Assume 6)	88	\$13,769																																			
9.5	Right of Way Consulting & Coordination and Meetings	101	\$17,926																																			
9.6	Right of Way Appraisal (Including Independent Review)	75	\$13,129																																			
9.7	Right of Way Offer and Negotiations	65	\$9,422																																			
9.8	Prepare Agreements, Deeds, Easements and Right of Entries	142	\$22,232																																			
9.9	Escrow and Recordation	20	\$3,059																																			
9.10	Right of Way Certification (completed during PS&E)	172	\$28,049																																			
9.11	Prepare Operation and Maintenance Program for Bike Path	106	\$16,728																																			

BKF ENGINEERS
 City of Santa Rosa: Highway 101 Bicycle Pedestrian Bridge Project
 Fee Proposal



Project Budget
 Scope/Fee Summary

Task	Description	BKF Engineers														Biggs Cardosa Associates								Sierra Engineering						Steven Grover and Associates													
		Civil, Survey, R/W, Traffic, and Project Management														Structural Engineering (Bridge)								Structural Engineering (Retaining Walls/Independent Check)						Bridge Architect and Public Outreach													
		BKF														BCA								Sierra						SGA													
Principal	Associate	Project Manager/Tech Manager	Engineering/Surveying Manager	Sr Project Engineer/Surveyor	Project Engineer/Surveyor	Design Engineer/Staff Surveyor	Technician	Survey Crew (2-Man)	Project Assistant	Clerical/Admin Assistant	Total Hours	BKF Fee	Principal	Associate	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Senior CAD Drafter	Admin/Secretarial	Total Hours	BCA Fee	Principal	Project manager	Project Engineer	Senior CAD Drafter	Accounting / Admin	Total Hours	Sierra Fee	Principal	Project Manager	Architectural Designer	Total Hours	SGA Fee								
Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$	Hrs.	\$								
Task 10	Obtain Permits and Agreements	222	\$34,617	12	14	6	12	0	20	16	0	0	0	0	80	\$17,845	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0						
10.1a	City Tree Removal Permit Application	0	\$0												0	\$0																			0	\$0							
10.1b	Prepare NEPA/CEQA Revalidation	105	\$16,248	2	2	0	4		8						20	\$3,465																				0	\$0						
10.1c	Prepare and Maintain Environmental Commitment Record	33	\$5,298	2	2	0									8	\$1,309																				0	\$0						
10.2	Assist with Maintenance Agreement	84	\$13,070	8	10	6	8		12	16					84	\$13,070																				0	\$0						
10.3	Assist with Cooperative Agreement	0	\$0												0	\$0																				0	\$0						
Task 11	Design Support Services During Construction	280	\$43,397	12	22	24	24	8	12	12	0	0	0	0	114	\$26,077	3	12	14	0	14	0	0	6	0	49	\$9,875	4	12	16	4	0	0	36	\$4,080	5	8	10	0	0	23	\$3,366	
11.1a	Attend Pre-Bid Meeting	28	\$5,025	4	4	0	4								20	\$3,421		4								4	\$944						0	\$0	2	2			4	\$660			
11.1b	Respond to Bid Inquiries	122	\$18,008	4	12	14	8	4	4	4					80	\$11,529	1	4	4		6					15	\$3,075	2	6	8			16	\$1,886	1	2	8			11	\$1,518		
11.1c	Prepare Bid Addenda	130	\$20,364	4	6	10	12	4	8	8					72	\$11,126	2	4	10		8			6		30	\$5,856	2	6	8	4		20	\$2,194	2	6			8	\$1,188			
11.1d	Evaluate Bids	0	\$0												0	\$0										0	\$0											0	\$0				
11.2a	Attend Pre-Construction Meeting	0	\$0												0	\$0										0	\$0											0	\$0				
11.2b	Attend Weekly Construction Meetings (75 meetings)	0	\$0												0	\$0										0	\$0											0	\$0				
11.2c	Review and Approve Progress Payments, Lien Releases and Certification	0	\$0												0	\$0										0	\$0											0	\$0				
11.2d	Review Submittals and Shop Drawings	0	\$0												0	\$0										0	\$0											0	\$0				
11.2e	Review and Respond to RFIs	0	\$0												0	\$0										0	\$0											0	\$0				
11.2f	Design Changes	0	\$0												0	\$0										0	\$0											0	\$0				
11.2g	Conduct Periodic Field Visits and Final Inspection to Assist with Issue Resolution (4 Mtgs Assumed)	0	\$0												0	\$0										0	\$0											0	\$0				
11.3	As-builts	0	\$0												0	\$0										0	\$0											0	\$0				
Subtotal:		19760	\$3,322,777	367	718	428	532	252	864	848	274	40	114	0	4437	\$926,538	340	834	1216	500	2092	2080	0	938	40	8040	\$1,447,596	457	946	1204	436	18	0	3061	\$351,353	578	794	947	0	0	2319	\$344,256	
Reimbursables and ODCs																																											
	Postage/Delivery		\$9,085													\$3,089												\$4,825															
	Mileage/Travel		\$3,879													\$3,088																											\$534
	Printing/Reproduction (Internal)		\$15,364													\$3,088													\$9,651														
	Permit Fees		\$1,640																																								
	Lab Testing		\$1,000																																								
	Cutting Disposal		\$3,500																																								
	Sarro Associates (Specifications) - DBE		\$28,855																																							\$28,855	
	A&M Printing - DBE		\$14,265													\$14,265																											
	Avila Traffic Safety (Traffic Control) - DBE		\$30,000													\$15,000																											
	Bess Potholing - DBE		\$39,564													\$39,564																											
	Construction Surveying Inc. - DBE		\$10,800													\$10,800																											
	Gregg Drilling (Geotechnical Investigations - Potential DBE)		\$42,000																																								
	Wind and Pedestrian Vibration Analysis Allowance		\$30,000																									\$30,000															
	Title Reports		\$6,000																																								
	RowLand Valuation (Appraisal Services) - DBE		\$30,000																																								
	PK Electrical (Lighting and Electrical) - DBE		\$115,137																																							\$115,137	
	Panoramic Design Group (Landscape) - DBE		\$49,609																																							\$49,609	
	Geocon (Phase II ISA)		\$26,565													\$26,565																											
	Traffic Counts		\$2,820																																								
Consultant Subtotal Reimbursable Expenses			\$460,082	Subtotal Reimbursable Expenses													\$115,459	Subtotal Reimbursable Expenses									\$44,476	Subtotal Reimbursable Expenses							\$3,513	Subtotal Reimbursable Expenses							\$194,135
				BKF Engineers Total LS Fee													\$1,041,997	Biggs Cardosa Associates Total LS Fee									\$1,492,072	Sierra Engineering Total LS Fee							\$354,866	Steven Grover and Associates Total LS Fee							\$538,391
Project Total Lump Sum Fee:			\$3,826,039																																								

- Assumptions**
- Hourly rates shown are professional rates, which include direct
 - Landscape design services will initiate following completion of the
 - A total of up to ten (10) plat & legal descriptions have been assumed.
 - It is assumed that a Caltrans Value Analysis (VA) Study will not be required.
 - Pre-Construction Record of Survey and Monumentation, as well as Post-Construction Record of Survey and Monumentation is excluded at this time.
 - It is assumed that amendments to CCUA/JUA within Caltrans R/W are not required.
 - It is assumed that Design Exception Fact Sheets are not required.
 - As an optional service, Wind Tunnel (Full Aeroelastic Model) Allowance can be provided at an estimated direct cost subconsultant fee of \$100,000.
 - Spanish-language translation of flyers and meeting materials, Spanish-language interpretation of public meetings, and sign-language interpretation of public meetings are excluded, but can be provided if required.
 - A limited number of consulting hours for funding support and grant applications is included in this scope. If required, work for specific grant applications will be scoped separately, depending on the specific requirements of the grant application(s).
 - It is assumed that printing and mailing of completed funding applications will be provided by others.
 - Scope for subtasks to Task 11 Design Support Services During Construction assumed to be re-visited prior to construction, as the level of effort for this work is directly related to the specifics of the final design.
 - Graphics and renderings are assumed to support agency review, internal review, and public meetings only. This scope excludes modifications to graphics and renderings to support ROW acquisitions, defend against challenges to the environmental
 - The public outreach scope is based on the following assumed quantity and type of meetings: two (2) meetings with the Design Review Board; one meeting with the SRJC Board Facilities Committee; one meeting with advocacy groups; one meeting with Edwards Avenue residents and property owners; and one meeting with residents of affordable housing or disadvantaged communities. If the quantity or type of meetings needs to be changed, the scope and fee will be revisited.
 - This scope assumes that the City will advertise, award, and administer (AAA) the construction of the Project. If Caltrans will AAA the construction of the Project, the scope and fee will be revisited.
 - Review and approval of Contractor Progress Payments will be completed by the City's Resident Engineer.
 - This Scope and Fee Summary does not include BKF's Calculations/Costs for Anticipated Salary Increases; see LAPM Form 10-H1 for additional information.

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Project Budget
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			Parkih Consultants, Inc Geotechnical Engineering										David J. Powers Associate Permitting and Environmental Engineering					W-Trans Traffic Engineering					Associated Right of Way Services, Inc Right of Way Agent																			
			PCI										DJPA					W-Trans					AR/WS																			
			PIC/Project Manager	Project Manager/Engineering Manager (OA/OC)	Sen Proj. Engineer	Project Engineer	Sen Staff Engineer	Field Engineer	Laboratory Technician	CADD	Project Geologist	Total Hours	PCI Fee	Principal/PM	Assistant Project Manager	Graphic Artist	Total Hours	DJPA Fee	Senior Principal	Principal	Senior Engineer	Associate Engineer	Assistant Engineer	Administrative Assistant	Total Hours	W-Trans Fee	Principal Consultant	Managing Consultant	Consultant III	Consultant II	Consultant I	Right of Way Technician	Appraiser III	Appraiser II	Appraiser I	Accounting Manager	Administrative Assistant	Total Hours	AR/WS Fee			
			\$287	\$208	\$192	\$141	\$118	\$141	\$102	\$112	\$128	Hrs.	\$	\$200	\$99	\$77	Hrs.	\$	\$277	\$221	\$205	\$140	\$120	\$110	Hrs.	\$	\$277	\$216	\$146	\$128	\$103	\$90	\$192	\$180	\$128	\$144	\$90	Hrs.	\$			
Hourly Rates																																										
Task 1	Project Management/Project Coordination		1470		\$306,203																																					
1.1	Project Meetings (24 Total) and Internal Coordination		188		\$45,013																																					
1.2	Prepare CPM Schedule and Update Monthly		28		\$7,332																																					
1.3	Invoices/Progress Reports		44		\$12,883																																					
1.4	Agency/Subconsultant Coordination		378		\$79,728																																					
1.5	Kick-off Meetings and PDT Meetings (25 Total)		257		\$56,861																																					
1.6	Technical Meetings/Workshops (10 Total)		69		\$16,110																																					
1.7	Management & Constructability Review Meeting		70		\$13,947		4		8		24		36		\$6,054																											
1.8	Public Meeting/Outreach		236		\$38,951																																					
1.9	Quality Assurance/Quality Control		200		\$35,378																																					
Task 2	Project Funding Planning		96		\$21,904																																					
2.1	Assist City with Funding Pursuits		96		\$21,904																																					
Task 3	Preliminary Engineering and Technical Reports		2402		\$406,873		40		76		226		334		128		76		48		60		12		1000		\$156,468		0		0		0		0		0		0		0	
3.1a	Data Collection and Preliminary Investigations Research, Obtain and Review Available Project Information, including Mapping, Reports, and Record Information (Utilities, R/W, etc.)		218		\$36,784																																					
3.1b	Aerial Mapping		0		\$0																																					
3.1c	Supplemental Topographic Survey and Site Visits		90		\$19,794																																					
3.1d	Boundary Surveys		57		\$13,415																																					
3.2	Geotechnical Site Investigation and Testing		168		\$22,578		0		0		2		14		16		76		48		0		2		158		\$20,089															
3.3a	Foundation Report (Draft), Includes Wall and Path		720		\$117,630		32		64		184		272		88		0		0		48		8		696		\$112,749															
3.3b	Foundation Report (Final) Includes Wall and Path		165		\$27,233		8		12		40		48		24		0		0		12		2		146		\$23,630															
3.4	Hazardous Materials Site Investigation and Testing		12		\$2,760																																					
3.5	Hazardous Materials Site Investigation - ADL		16		\$3,633																																					
3.6	Hazardous Materials Site Investigation - LBP, Asbestos, ACM		16		\$3,633																																					
3.7	Drainage Report		72		\$14,237																																					
3.8	Storm Water Data Report (SWDR) and Treatment BMP Checklist		100		\$17,475																																					
3.9	Storm Water Information Handout (SWIH)		34		\$6,020																																					
3.10	Transportation Management Plan (TMP)		345		\$54,299																																					
3.11	Temporary Traffic Control (TT) Plan		191		\$28,476																																					
3.12a	Utility Base Mapping		46		\$7,635																																					
3.12b	Utility Relocations and Documentation		76		\$14,121																																					
3.12c	Utility Coordination		76		\$17,151																																					
3.14	Utility Encroachment Policy Variance Request (EPVR)		0		\$0																																					
3.15	Structural/Architectural Principal Span Studies		0		\$0																																					
Task 4	35% PS&E (Base Maps and Plan Sheets)		3396		\$546,418		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0			
4.1	35% Plans		200		\$29,040																																					
4.1a	35% PS&E (Roadway and Structural)																																									
4.1b	Landscape and Aesthetic Concepts																																									
4.1c	35% Cost Estimate and Specifications Outline																																									
4.1d	Preliminary Construction Schedule																																									
4.1e	QA/QC and Update/Finalize Plans																																									
4.2	Type Selection		3036		\$494,171		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0		0			
4.2a	Type Selection Reports																																									
4.2b	Type Selection Meeting																																									
4.3	3d Artist Rendering		160		\$23,207																																					

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			PCI										DJPA					W-Trans					AR/WS																							
			PIC/Project Manager	Project Manager/Engineering Manager (QA/QC)	Sen Proj. Engineer	Project Engineer	Sen Staff Engineer	Field Engineer	Laboratory Technician	CADD	Project Geologist	Total Hours	PCI Fee	Principal/PM	Assistant Project Manager	Graphic Artist	Total Hours	DJPA Fee	Senior Principal	Principal	Senior Engineer	Associate Engineer	Assistant Engineer	Administrative Assistant	Total Hours	W-Trans Fee	Principal Consultant	Managing Consultant	Consultant III	Consultant II	Consultant I	Right of Way Technician	Appraiser III	Appraiser II	Appraiser I	Accounting Manager	Administrative Assistant	Total Hours	AR/WS Fee							
Hourly Rates			\$287	\$208	\$192	\$141	\$118	\$141	\$102	\$112	\$128	Hrs.	\$	\$200	\$99	\$77	Hrs.	\$	\$277	\$221	\$205	\$140	\$120	\$110	Hrs.	\$	\$277	\$216	\$146	\$128	\$103	\$90	\$192	\$180	\$128	\$144	\$90	Hrs.	\$							
Task 5	65% PS&E (Base Maps and Plan Sheets)	5642	\$872,586	0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
5.1	Joint Resolution Team ("JRT") Meeting	74	\$13,801										\$0						\$0								\$0																\$0			
5.2	65% Plans	4820	\$743,391										\$0						\$0								\$0																\$0			
5.3	65% Technical Specifications	212	\$37,377										\$0						\$0								\$0															\$0				
5.4	65% Cost Estimate	320	\$48,501										\$0						\$0								\$0															\$0				
5.5	QA/QC and Update/Finalize Plans	216	\$29,517										\$0						\$0								\$0															\$0				
Task 6	95% PS&E (Base Maps and Plan Sheets)	3979	\$648,570	0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6.1	Joint Resolution Team ("JRT") Meeting	79	\$14,710										\$0						\$0								\$0															\$0				
6.2	95% Plans	1512	\$233,930										\$0						\$0								\$0																\$0			
6.3	95% Technical Specifications	144	\$24,424										\$0						\$0								\$0															\$0				
6.4	95% Cost Estimate	198	\$29,828										\$0						\$0								\$0															\$0				
6.5	Supporting Documentation	108	\$15,614										\$0						\$0								\$0															\$0				
6.6	Construction Schedule	30	\$5,710										\$0						\$0								\$0															\$0				
6.7a	Independent Check (Structures)	1640	\$284,814										\$0						\$0								\$0															\$0				
6.7b	PS&E QA/QC	156	\$20,974										\$0						\$0								\$0															\$0				
6.8	Constructability Review	112	\$18,564										\$0						\$0								\$0															\$0				
Task 7	100% PS&E (Base Maps and Plan Sheets)	1509	\$233,279	0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
7.1	Joint Resolution Team ("JRT") Meeting	59	\$10,482										\$0						\$0								\$0															\$0				
7.2	100% Plans	826	\$126,351										\$0						\$0								\$0															\$0				
7.3	100% Technical Specifications	110	\$17,345										\$0						\$0								\$0															\$0				
7.4	100% Cost Estimate	146	\$22,175										\$0						\$0								\$0															\$0				
7.5	E-76 Request for Authorization Documentation	264	\$41,597										\$0						\$0								\$0															\$0				
7.6	QA/QC and Update/Finalize Plans	104	\$15,329										\$0						\$0								\$0															\$0				
Task 8	Final PS&E (Base Maps and Plan Sheets)	599	\$92,734	0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
8.1	Final PS&E Package	422	\$64,886										\$0						\$0								\$0																\$0			
8.2	Construction Schedule	21	\$3,679										\$0						\$0								\$0															\$0				
8.3	Resident Engineer's File and Supplemental Materials	46	\$7,890										\$0						\$0								\$0															\$0				
8.4	Survey File and Supplemental Materials	20	\$3,168										\$0						\$0								\$0															\$0				
8.3	Information Handout	90	\$13,111										\$0						\$0								\$0															\$0				
8.4	RTL/Contract Bid Documents	0	\$0	0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
8.4a	Construction Bid Documents												\$0						\$0								\$0															\$0				
8.4b	Prepare Front End Bid Documents												\$0						\$0								\$0															\$0				
8.4c	Final Bid Documents												\$0						\$0								\$0															\$0				
Task 9	Right of Way Engineering	1029	\$166,543	0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	80	40	64	0	5	50	0	0	0	20	259	\$43,180						
9.1	Right of Way Requirement (Design Needs) Map	44	\$7,166										\$0						\$0								\$0														\$0					
9.2	Obtain Title Reports and Other Pertinent Existing Ownership Information	4	\$862										\$0						\$0								\$0	4													4	\$862				
9.3	Prepare and Negotiate Design Work Right of Entries	212	\$34,200										\$0						\$0								\$0	4		24											28	\$3,942				
9.4	Prepare Plat and Legal Description (Assume 6)	88	\$13,769										\$0						\$0								\$0														\$0					
9.5	Right of Way Consulting & Coordination and Meetings	101	\$17,926										\$0						\$0								\$0	40												5	45	\$9,072				
9.6	Right of Way Appraisal (Including Independent Review)	75	\$13,129										\$0						\$0								\$0													5	50	55	\$10,074			
9.7	Right of Way Offer and Negotiations	65	\$9,422										\$0						\$0								\$0	4	20	20										5	49	\$6,804				
9.8	Prepare Agreements, Deeds, Easements and Right of Entries	142	\$22,232										\$0						\$0								\$0	4	12	12									10	38	\$5,056					
9.9	Escrow and Recordation	20	\$3,059										\$0						\$0								\$0	4	8	8										20	\$3,059					
9.10	Right of Way Certification (completed during PS&E)	172	\$28,049										\$0						\$0								\$0	20													20	\$4,312				
9.11	Prepare Operation and Maintenance Program for Bike Path	106	\$16,728										\$0						\$0								\$0														0	\$0				

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				PCI									DJPA					W-Trans							AR/WS																				
				PIC/Project Manager	Project Manager/Engineering Manager (OA/OC)	Sen Proj. Engineer	Project Engineer	Sen Staff Engineer	Field Engineer	Laboratory Technician	CADD	Project Geologist	Total Hours	PCI Fee	Principal/PM	Assistant Project Manager	Graphic Artist	Total Hours	DJPA Fee	Senior Principal	Principal	Senior Engineer	Associate Engineer	Assistant Engineer	Administrative Assistant	Total Hours	W-Trans Fee	Principal Consultant	Managing Consultant	Consultant III	Consultant II	Consultant I	Right of Way Technician	Appraiser III	Appraiser II	Appraiser I	Accounting Manager	Administrative Assistant	Total Hours	AR/WS Fee					
				\$287	\$208	\$192	\$141	\$118	\$141	\$102	\$112	\$128	Hrs.	\$	\$200	\$99	\$77	Hrs.	\$	\$277	\$221	\$205	\$140	\$120	\$110	Hrs.	\$	\$277	\$216	\$146	\$128	\$103	\$90	\$192	\$180	\$128	\$144	\$90	Hrs.	\$					
Task 10	Obtain Permits and Agreements	222	\$34,617	0	0	0	0	0	0	0	0	0	\$0	60	42	8	0	0	110	\$16,772	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
10.1a	City Tree Removal Permit Application	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
10.1b	Prepare NEPA/CEQA Revalidation	105	\$16,248									0	\$0	45	32	8			85	\$12,783								\$0													0	\$0			
10.1c	Prepare and Maintain Environmental Commitment Record	33	\$5,298									0	\$0	15	10				25	\$3,989								\$0													0	\$0			
10.2	Assist with Maintenance Agreement	84	\$13,070									0	\$0						0	\$0								\$0													0	\$0			
10.3	Assist with Cooperative Agreement	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
Task 11	Design Support Services During Construction	280	\$43,397	0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
11.1a	Attend Pre-Bid Meeting	28	\$5,025									0	\$0						0	\$0								\$0													0	\$0			
11.1b	Respond to Bid Inquiries	122	\$18,008									0	\$0						0	\$0								\$0													0	\$0			
11.1c	Prepare Bid Addenda	130	\$20,364									0	\$0						0	\$0								\$0													0	\$0			
11.1d	Evaluate Bids	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
11.2a	Attend Pre-Construction Meeting	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
11.2b	Attend Weekly Construction Meetings (75 meetings)	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
11.2c	Review and Approve Progress Payments, Lien Releases and Certification	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
11.2d	Review Submittals and Shop Drawings	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
11.2e	Review and Respond to RFIs	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
11.2f	Design Changes	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
11.2g	Conduct Periodic Field Visits and Final Inspection to Assist with Issue Resolution (4 Mtgs Assumed)	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
11.3	As-builts	0	\$0									0	\$0						0	\$0								\$0													0	\$0			
Subtotal:				19760	\$3,322,777	44	76	234	358	128	76	48	60	12	1036	\$162,522	60	42	8	0	0	110	\$16,772	25	28	48	160	228	9	0	498	\$73,740	0	80	40	64	0	5	50	0	0	0	20	259	\$43,180
Reimbursables and ODCs																																													
	Postage/Delivery		\$9,085																																										
	Mileage/Travel		\$3,879																\$145								\$112																		
	Printing/Reproduction (Internal)		\$15,364										\$200						\$83																										
	Permit Fees		\$1,640										\$1,640																																
	Lab Testing		\$1,000										\$1,000																																
	Cutting Disposal		\$3,500										\$3,500																																
	Sarro Associates (Specifications) - DBE		\$28,855																																										
	A&M Printing - DBE		\$14,265																																										
	Avila Traffic Safety (Traffic Control) - DBE		\$30,000										\$15,000																																
	Bess Potholing - DBE		\$39,564																																										
	Construction Surveying Inc. - DBE		\$10,800																																										
	Gregg Drilling (Geotechnical Investigations - Potential DBE)		\$42,000										\$42,000																																
	Wind and Pedestrian Vibration Analysis Allowance		\$30,000																																										
	Title Reports		\$6,000																																					\$6,000					
	RowLand Valuation (Appraisal Services) - DBE		\$30,000																																					\$30,000					
	PK Electrical (Lighting and Electrical) - DBE		\$115,137																																										
	Panoramic Design Group (Landscape) - DBE		\$49,609																																										
	Geocon (Phase II ISA)		\$26,565																																										
	Traffic Counts		\$2,820																																					\$2,820					
	Consultant Subtotal Reimbursable Expenses		\$460,082										\$63,340						\$228								\$2,932													\$36,000					
													\$225,862						\$17,000								\$76,672													\$79,180					
	Project Total Lump Sum Fee:		\$3,826,039																																										

- Assumptions**
- Hourly rates shown are professional rates, which include direct
 - Landscape design services will initiate following completion of the
 - A total of up to ten (10) plat & legal descriptions have been assumed.
 - It is assumed that a Caltrans Value Analysis (VA) Study will not be required.
 - Pre-Construction Record of Survey and Monumentation, as well as Post-Construction Record of Sur
 - It is assumed that amendments to CCUA/JUA within Caltrans R/W are not required.
 - It is assumed that Design Exception Fact Sheets are not required.
 - As an optional service, Wind Tunnel (Full Aeroelastic Model) Allowance can be provided at an estimat
 - Spanish-language translation of flyers and meeting materials, Spanish-language interpretation of pub
 - A limited number of consulting hours for funding support and grant applications is included in this sc
 - It is assumed that printing and mailing of completed funding applications will be provided by others.
 - Scope for subtasks to Task 11 Design Support Services During Construction assumed to be re-visite
 - Graphics and renderings are assumed to support agency review, internal review, and public meetings:
 - The public outreach scope is based on the following assumed quantity and type of meetings: two (2)
 - Edwards Avenue residents and property owners; and one meeting with residents of affordable housir
 - This scope assumes that the City will advertise, award, and administer (AAA) the construction of Proj
 - Review and approval of Contractor Progress Payments will be completed by the City's Resident Engin
 - This Scope and Fee Summary does not include BKF's Calculations/Costs for Anticipated Salary Incr

Exhibit C

FEDERAL PROVISIONS

A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FHWA means the Federal Highway Administration.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Highway Administration.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FHWA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation

of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Highway Administration, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FHWA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Highway Administration, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FHWA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. FHWA Assistance. Contractor acknowledges that FHWA financial assistance will be used to fund this Agreement only. Contractor shall comply with all applicable federal laws, regulations, executive orders, FHWA policies, procedures, and directives.
2. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
3. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit D

US Department of Transportation Standard
Title VI Assurances and Non-Discrimination
Provisions

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (Title of Modal Operating Administration), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of Modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (Title of Recipient) will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program), and the policies and procedures prescribed by the (Title of Modal Operating Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title of Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Title of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (Title of Recipient), its successors and assigns.

The (Title of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (Title of Recipient) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Recipient) pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will there upon revert to and vest in and become the absolute property of (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Exhibit E

Caltrans Local Assistance Procedures Manual
Exhibit 1002: Consultant Contract DBE Commitment

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
_____ 23. Local Agency Representative's Signature		_____ 24. Date	_____ 15. Preparer's Signature
_____ 25. Local Agency Representative's Name		_____ 26. Phone	_____ 16. Date
_____ 27. Local Agency Representative's Title			_____ 17. Preparer's Name
			_____ 18. Phone
			_____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.