

AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES
BKF Engineers

THIS AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES ("Agreement") is made and entered into as of the ____ day of _____, 20____ by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and BKF Engineers, a California Corporation ("Consultant") (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the design and environmental services required and requires the professional services of an individual or business entity with the necessary license, qualifications and experience to provide design and environmental services for the City's Sand Creek Road Extension, CIP Project No. 336-31700 (the "Project").

B. Consultant has the necessary license, professional skills and experience necessary to perform the services described in this Agreement, and as further described in Exhibit A to this Agreement ("Exhibit A"), and in the City's Request for Proposals for Design and Environmental Services for the Project, dated October 21, 2021 ("RFP"), attached as Exhibit B, both of which exhibits are incorporated herein.

C. City desires to engage Consultant to provide these civil engineering services by reason of its qualifications and experience in performing such services.

D. Consultant has submitted a proposal to City, dated November 23, 2021, ("Proposal") attached as Exhibit C and incorporated herein, in response to the City's RFP, and has affirmed its willingness and ability to provide such civil engineering services on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. The following definitions apply to the body of this Agreement and Exhibit A unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the words "day" and "including."

1.1 Additional Services means civil engineering services in addition to the Basic Services, which are provided pursuant to the City's written request or prior written authorization.

1.2 Basic Services means those civil engineering services necessary for design and construction of the Project, as specified in Exhibit A and in the RFP and Proposal.

1.3 Change Order means a written document approved and signed by the City after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

1.4 City Engineer means the current or acting City Engineer and Director of Public Works for the City of Brentwood or his or her authorized delegee.

1.5 Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents.

1.6 Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

1.7 Construction Contract Time means the time within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

1.8 Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Exhibit A.

1.9 Contractor means the individual, partnership, corporation, or other entity which has signed the Construction Contract with the City to perform the Work. "Contractor" includes the Contractor's subcontractors, unless the context indicates otherwise.

1.10 Day means a calendar day unless otherwise specified.

1.11 Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Exhibit A.

1.12 Design Documents means, collectively, the plans, drawings and specifications prepared or provided by the Consultant for the Project at all design stages, including Schematic Design Documents, Design Development Documents and Construction Documents.

1.13 Including, whether or not capitalized, means "including; but not limited to" unless the context requires otherwise.

1.14 Project Manager means the City employee or representative with primary responsibility for overseeing design and construction of the Project and who will be Consultant's sole point of contact for the City unless otherwise stated. The Project Manager for this Project is Jigar Shah.

1.15 Project Schedule means the detailed schedule developed by the Consultant, and subject to the City's approval, for design and construction of the Project, based on the Proposed Project Schedule provided in Exhibit A.

1.16 Proposed Project Schedule means the proposed Project schedule provided by the City in Exhibit A to this Agreement.

1.17 Rate Schedule means the schedule listing the hourly rates for Consultant's staff and rates for costs associated with providing the Services. The Rate Schedule is included in the Proposal.

1.18 Schematic Design Documents means preliminary drawings and related documents showing the Project's basic components, scale and location, as further detailed in Exhibit A.

1.19 Services means all civil engineering and related services required under this Agreement, including all Basic Services and any authorized Additional Services.

1.20 Work means the Contractor's construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

2. Scope of Services. Consultant, acting in its capacity as a civil engineer licensed under California law, will provide the Basic Services necessary to design and construct the Project in accordance with the City's requirements, as set forth in Part One – Scope of Services in Exhibit A, and will provide those Additional Services, if any, as requested and authorized in writing by the City.

3. Personnel and Subconsultants. Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and subconsultants. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and consultant, if any, and will keep the Services

under its control. On demand of City, if any employee or Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3.1 Consultant's Key Personnel. The Consultant's key personnel assigned to this Project, as specified in Consultant's Proposal, may not be changed without the prior written approval of the City. Consultant must promptly notify the City in writing of any changes or proposed changes to the key personnel identified in the Proposal (or subsequently approved by the City), and of any changes to the contact information (telephone and email) for any key personnel.

3.2 Consultant's Principal Representative. Consultant's principal representative assigned to this Project is Dan Schaefer, Principal-in-Charge/Vice President, who will have full authority from Consultant to receive and act on instructions from the City.

3.3 Subconsultants. Consultant may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing specialized architectural or engineering services, without obtaining the City's prior written approval. The City's approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Consultant must bind its subconsultants in the same manner as Consultant is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements.

3.4 Warranty of Qualifications. Consultant warrants and represents that Consultant, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the civil engineering and related services required under this Agreement.

4. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special civil engineering skills and experience to do and perform the Services. The Services provided by Consultant pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to experienced, licensed civil engineers performing similar work in the area in which the Project is located. Similarly, the Services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant's field and performing similar work in the area in which the Project is located. The acceptance of the Services by City does not release Consultant from these obligations.

5. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Consultant.

6. Schedule.

6.1 Time is of the essence for providing the Services. Consultant will generally adhere to the approved Project Schedule provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

6.2 Consultant acknowledges the importance to City of City's Project Schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

7. Compensation.

7.1 The total fee payable for the Basic Services to be performed during the term of this Agreement will be based on the Rate Schedule, for a not to exceed amount of six hundred five-thousand dollars (\$605,000), including authorized expense reimbursements, or as otherwise specified in Exhibit A. Any authorized Additional Services will be paid for based on the Rate Schedule. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

7.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

7.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

8. Status of Consultant.

8.1 Consultant will perform the Services in Consultant's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

8.2 The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subconsultants. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or subconsultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

9. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit A, Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. Other Consultants. The City reserves the right to employ other consultants in connection with the Project or the Services.

11. Indemnification. Consultant agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability (collectively, "Liability") that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of

Consultant and its agents in the performance of Services under this Agreement, but this indemnity does not apply to Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or termination of this Agreement with respect to any Liability arising from or caused during the term of the Agreement.

12. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

12.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

12.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

12.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The professional liability insurance must include prior acts coverage.

12.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.

12.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

12.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain

insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

12.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

13. Business License. Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

14. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Ownership of Documents.

15.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

17. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925) 516-5307
Attn: Jigar Shah
Email: jshah@brentwoodca.gov

For Consultant:

Name: BKF Engineers
Title: Principal-in-Charge/Vice President
Address: 1646 N. California Blvd., Suite 400
Walnut Creek, CA 94596
Phone No.: 925-940-2200
Attn: Dan Schaefer
Email: dschaefer@bkf.com

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subconsultants will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

20. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

21. Pandemic Health Laws. Consultant's duty to comply with Laws includes compliance by Consultant and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

22. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

23. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

24. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

25. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity.

26. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

27. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this Agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

28. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

29. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

30. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant,

condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

31. Entire Agreement and Order of Precedence. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties. Notwithstanding that the RFP and Proposal are incorporated into this Agreement as Exhibit B and Exhibit C, respectively, if any provision in the Proposal or the RFP differs from or is inconsistent with the terms of this Agreement, including Exhibit A, the terms of this Agreement, including Exhibit A, will take precedence over any such differing or inconsistent provision. Likewise, to the extent any terms in the Proposal differ from or are inconsistent with the terms of the RFP, the terms of the RFP will take precedence over any differing or inconsistent terms in the Proposal

32. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

33. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

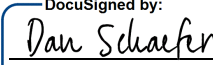
34. Signatures.

34.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

34.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

CONSULTANT:

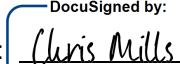
CITY:

* By: 
Printed Name: Dan Schaefer

By: _____
Tim Y. Ogden, City Manager

Title: Vice President/Secretary

ATTEST:

** By: 
Printed Name: Chris Mills

By: _____
Margaret Wimberly, City Clerk

Title: Vice President

APPROVED AS TO FORM:

By: _____
Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A.
Chairman,
President, or
Vice-President

**Group B.
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member or the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner or the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES
BKF Engineers

Sand Creek Road Extension, CIP No. 336-31700
EXHIBIT "A"

PART ONE - SCOPE OF SERVICES

1. General. Consultant must provide design, environmental and related services for the Project, as more particularly described in the RFP and Proposal, including and subject to the following general requirements.

1.1 Preliminary Design Conference. At the request of the City, Consultant must attend a preliminary design conference with the Project Manager. At the request of the Project Manager, the Consultant must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.

1.2 City Approval. Consultant may not proceed with the development of successive Design Documents, as detailed below in Section 2, until it has received written approvals from the City. Consultant must promptly review and revise the following to the City's satisfaction, without additional compensation:

(A) Design Documents submitted for City approval and to which the City has objections; and

(B) Design Documents which have been determined by the City to present excessive cost or constructability problems.

1.3 Governmental Approval. Consultant must assist the City with obtaining the following required approvals from governmental agencies with jurisdiction over the Project:

**Particularly with the bridge over Sand Creek:
Caltrans at Highway 4 and City of Antioch at Heidorn Ranch Road**

1.4 Consultant will control the manner and the means of the services to be provided, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.5 Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

2 Basic Services. In addition to the tasks specified in the RFP and Proposal, Consultant's Basic Services include the following:

2.1 Project Schedule. At the request of the City, Consultant must prepare and submit for the City Engineer's review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in Part Two, below, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of environmental procedures, if applicable; design; bidding; construction; final close out; or as otherwise specified by the Project Manager. The Project Schedule must be updated for the City Engineer's review and approval upon completion of each major phase included in the Project Schedule.

2.2 Cost Estimate. At the request of the City, Consultant must prepare and submit for the City Engineer's review and approval a preliminary estimate of the cost to construct the Project. As the design process progresses, Consultant must submit updates to the preliminary cost estimate for the City's approval concurrent with its submission of the Schematic Design Documents, Design Development Documents, and

Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City's previously approved cost estimate, Consultant must provide the City with recommendations for constructing the Project within the City's budget.

2.3 Schematic Design Documents. Within the time specified in the approved Project Schedule, Consultant must prepare and submit for the City Engineer's review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project's basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the Project site and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Schematic Design Documents.

2.4 Design Development Documents. Based on the approved Schematic Design Documents and within the time specified in the approved Project Schedule, Consultant must prepare for the City Engineer's review and approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems, as applicable. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City Engineer's approval, the Consultant must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Design Development Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Design Development Documents.

2.5 Construction Documents. Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Consultant must prepare for the City Engineer's review and approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and technical specifications that comply with all applicable codes, laws, ordinances and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must be submitted to the City Engineer in electronic form, ready to be added to the front end documents, which will be prepared by the City using the City's approved front end documents. When submitting the Construction Documents for the City Engineer's approval, the Consultant must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Construction Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Construction Documents.

2.6 Bidding Phase Services. Consultant must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; issuance of addenda; bid review; and review of bid protests. If the lowest responsive bid exceeds the final approved construction cost estimate by twenty-five percent or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Consultant must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

2.7 Construction Phase Services. During the Construction Phase the Consultant must provide the following services to the City, as more particularly specified in Exhibit A:

(A) General administration of the Construction Contract including: review and advise the Project Manager as to the accuracy and reasonableness of Contractor's schedule of values; coordinate the Project Schedule with the Contractor's Work schedule; provide prompt and complete responses to Contractor's requests for information; and coordinate efforts with the Project Manager to ensure the Project is completed in a timely, cost-effective manner, consistent with the City's requirements.

(B) Ongoing design services as needed, including: interpretations and clarifications of the Construction Documents provided by the Consultant; and preparation of design details for Change Orders, as needed for the proper execution and progress of the Work and consistent with the intent of the approved Construction Documents.

(C) Consultant must timely review Contractor's design-related submittals, including shop drawings, product data and samples, and issue written approvals of and/or recommendations to the City within ten days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Consultant must check the submittals for compliance with the approved Construction Documents. Consultant's review must not extend to the Contractor's means, methods, techniques, sequences, or procedures, unless such have previously been specified in the Construction Documents.

(D) Consultant must assist the Project Manager in evaluating whether to recommend approval of requests for changes in the Work, and, if applicable, must assist with preparing proposed Change Orders.

(E) Consultant must visit the Project site at intervals sufficient to monitor the progress and quality of the Work and to determine whether the Work is proceeding in conformance with the Construction Documents. Following each Project site visit, Consultant must promptly provide the Project Manager with a written report of Consultant's observations and recommendations, if any. If Consultant becomes aware of any defects or deficiencies in the Work, Consultant must provide prompt notice to the Project Manager, followed by written confirmation of that notice. If, in Consultant's opinion, special testing or inspection of the Work is needed, Consultant must recommend appropriate procedures and consultants to the City. Consultant is not responsible for Contractor's safety precautions and programs. However, if Consultant has knowledge of safety violations, Consultant must give prompt notice to the City of such violations.

(F) Consultant must assist the City in evaluating the Contractor's payment applications in accordance with the Construction Documents. Based on on-site observations and review of other relevant information, Consultant must evaluate whether the Work has progressed to the point indicated in the payment application. Consultant's review must include review of the status of the Contractor's record drawings.

(G) Consultant must attend meetings with the Project Manager and Contractor(s) prior to and during construction as requested.

(H) Consultant must prepare and submit reports on the progress or status of the Work to the Project Manager as requested.

(I) Consultant must conduct inspections reasonably necessary to determine whether Contractor has achieved final completion of the Work in accordance with the Construction Contract, and must prepare a list of items to be completed or corrected (the "punch list"), including estimates of the cost for the City to correct or complete each punch list item, as well as required final submittals (e.g., warranties, manuals, as-built drawings, etc.) in order to achieve final completion.

2.8 Close Out and Post-Construction Services

(A) Consultant must promptly perform all tasks reasonably necessary for Project close out. If requested, Consultant must provide the City with a color schedule of all finished materials incorporated into the Project.

(B) As requested by the City, Consultant must make visits to the Project site during the warranty period to advise the City on the need for warranty work.

(C) All Project plans, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, must be and remain the property of the City for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project. The City reserves the right to use the Construction Documents, record drawings, or estimates related to the Project for the purposes of additions, alignments, or other development on or near the site or elsewhere in the City. Nothing in this provision is intended to transfer or waive Consultant's copyrights over these documents, including, but not limited to, all common law, statutory, and other reserved rights, unless transferred or waived in writing by Consultant. Notwithstanding the foregoing, if the City proposes to reuse the Construction Documents, in whole or in part, the City and Consultant will specify the terms and conditions for the reuse in this Agreement by an amendment or addendum.

3. Additional Services. If not expressly included in Basic Services, as specified above or in RFP or the Scope of Services in Exhibit A, the following services must be provided by Consultant and will be paid for as Additional Services, subject to prior written authorization by the City:

3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

3.2 Consultations, negotiation, and the like for procurement of Project financing.

3.3 Investigation of or measured drawings of existing conditions or improvements or verification of the accuracy of the City-provided drawings or other information on existing conditions.

3.4 Surveys, site evaluations, or legal descriptions.

3.5 Soils, subsurface and environmental studies, reports and investigations required by outside agencies with jurisdiction over the Project.

3.6 Revisions to the City-approved Construction Documents which are required due to circumstances outside of Consultant's control.

3.7 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.

3.8 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

3.9 Preparing for or providing expert witness services or participation in out-of-court dispute resolution in connection with any Project-related dispute or adversarial proceeding to which the Consultant is not a party, or potential party.

3.10 Out of town travel in connection with the Services, other than travel between Consultant's office, the City's offices, and the Project site.

3.11 The City-requested services which are not included in Basic Services and are not customarily provided as part of generally accepted civil engineering design services for this type of project and the region in which the Project is located.

3.12 Extended services required by non-performance, suspension, termination, or default of the Contractor in the performance of the Work, through no fault of Consultant.

3.13 Preparation of special models, renderings or mock-ups, which are not included in Basic Services.

3.14 Other services as agreed to by the Parties as set forth in written amendment or addendum to this Agreement.

AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES
EXHIBIT "B"

REQUEST FOR PROPOSALS

City of Brentwood
Sand Creek Road Extension, CIP No. 336-31700



October 21, 2021

To: All Interested Qualified Design and Environmental Consulting Firms

Subject: Request for Proposals for Design and Environmental Services for Sand Creek Road Extension, CIP Project No. 336-31700

The City of Brentwood invites qualified firms to submit proposals for design and environmental services for the project listed above.

The Sand Creek Road Extension ("Project") includes the design and environmental services for the extension of Sand Creek Road from the westerly existing terminus at Highway 4 through the Bridle Gate project to Heidorn Ranch Road for approximately 2,300 linear feet. Please see Attachment A for complete scope of services.

To be considered, please email your proposal and detailed cost estimate in pdf format as two separate files to engineering@brentwoodca.gov no later than 4:00 p.m., Tuesday, November 23, 2021.

Questions should be e-mailed to engineering@brentwoodca.gov to the attention of Renee Payette no later than November 16, 2021. Answers to questions will be shared with all firms that have obtained the RFP document. To ensure receipt of notifications regarding this proposal, and to have the proposal considered valid, **this document must be obtained directly from the City.**

This solicitation does not commit the City to pay any costs incurred in the preparation and presentation of submittals or to select any consultant who responds. This solicitation covers only the work described herein and does not commit the City to any work beyond that described.

Sincerely,

Anthony Salam
CIP Engineering Manager

Attachments:

Request for Proposals
Attachment A – Scope of Services
Attachment B – Sample Agreement

**RFP REQUIREMENTS
FOR DESIGN AND ENVIRONMENTAL SERVICES**

CITY OF BRENTWOOD

Proposals should convey the firm's approach to the work and provide a well-defined basis for negotiating a contract.

Proposals will be reviewed by City of Brentwood ("City") staff and evaluated based upon relative ranking in each area as outlined below. It is not anticipated that interviews will be conducted with representatives of the selected firms; however, if it is later determined that interviews are necessary; each firm will be contacted to schedule an interview prior to the final selection being made. Relative weighing of selection criteria is indicated below.

EVALUATION CRITERIA

The following criteria will be used in evaluating proposals:

1. Submittal Approach (20%): How the proposal meets City's needs as described in these requirements.
2. Firms Qualifications (20%): Overall capabilities of the firm's organization, firm's history of recent related experience with projects of similar scope and appropriate licensing and any specified certifications.
3. Design Staff (30%): Experience and qualifications of key personnel.
4. Response Time (15%): Response time for service requests once the firm is notified and the standard delivery time for plans or services. City will also take into consideration response time history.
5. Reference (15%): Type of work performed, length of working relationships, contract size, client recommendations, etc.

REQUIRED SUBMITTAL FORMAT

- A. Letter of Transmittal (1 page): Identify the primary contact person for this contract, proposed staff and a summary of staff's experience and qualifications.
- B. Subcontractors (1/2 page): If any portion of the work is to be done by a subcontractor, please attach a list with the subcontractor's business name, address, phone number, and briefly describe what portion of the work the subcontractor will do. All subcontractors must be pre-approved by City in writing before performing any work. No substitution of approved subcontractors shall be allowed without the expressed written permission of City.
- C. Submittal Approach (6 pages): Describe how the firm will meet the City's design needs in the following areas:
 1. Firms Qualifications: Discuss firm's qualifications, history and background with regard to design and environmental services. Please also identify all services the firm is able to provide, specifically those services identified in Attachment A – Scope of Work.

2. Design and Environmental Services Staff: Include experience and qualifications of key civil and structural personnel assigned to this submittal.
 3. Response Time, Availability and Reliability: Describe the standard office turn-around time for services provided, including proposal, scheduling, and performing the work.
 4. References: List three former municipal clients within the last five years and include contact name, telephone number and email address of the primary representative.
 5. Agreement Provisions: City's standard agreement has been provided for review as Attachment B – Sample Professional Services Agreement. By submitting a proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.
- D. Conflict of Interest (1/2 page): Respondent must disclose to the City any actual, apparent, direct or indirect or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent or any other person relative to the Services to be provided pursuant to this RFP.
- E. Attachments: As an appendix, please provide resumes of design staff, consultant's rate schedule, and exhibits and/or other documentation.
- F. Electronic Copy: Please provide an electronic copy in pdf format of the proposal and appendices along with a separate pdf file that includes the detailed cost estimate via email to engineering@brentwoodca.gov, which must be received by the deadline as indicated in the RFP Notice and Cover Letter.

Proposal should **not exceed eight pages**, excluding the appendices.

Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the proposal or any portions thereof.



Scope of Services for Sand Creek Road Extension

A. Project Information:

The project scope includes the design and environmental services for the extension of Sand Creek Road from the westerly existing terminus at Highway 4 through the Bridle Gate project to Heidorn Ranch Road for approximately 2,300 linear feet ("LF"). The following maps show the limits of the project.

B. Scope of Design and Environmental Services:

Consultant shall provide an environmental study for the extension of Sand Creek Road from westerly of the existing terminus at Highway 4 through the Bridle Gate project to Heidorn Ranch Road approximately 2,300 LF for the full 140' right-of-way ("ROW"). The construction improvements are limited to the central 56' of roadway with 6' dirt shoulders, a full bridge over Sand Creek, 3 waterlines (one 16" Zone 1 potable, one 12"/16" Zone 2 potable and one 12" non-potable) and a 10" sewer main from the existing terminus of Sand Creek Road to Heidorn Ranch Road.

Consultant shall provide topographic surveying and base mapping of Sand Creek Road. Deliverables shall include control; field topographic survey; collection of all existing and proposed utilities and depths such as sanitary sewer mains and manholes, storm drainage pipes, catch basins and manholes, water mains and associated connections including fire hydrants; and any additional field topographic surveying shots necessary for the complete design and grading of adjoining grounds even past the 140' road ROW limit. At the starting, ending and intersections in between, survey should extend at least 100' past the project ROW limits. Mapping will be provided at a scale of 1" = 40', 1-foot contour interval, with spot elevations at locations shot in the field intermittently throughout the location. Survey will include back of existing sidewalks, curb and gutters, flow line and lip of gutters, edge of asphalt, centerline crown of street and any other pertinent information relevant for the complete road design services.

Consultant shall provide all design engineering services of Sand Creek Road up to the project limits and matching all existing and/or future proposed roads and utilities at both ends and in between side streets

The plan line design includes the survey services and ultimate improvements constructing a 4-lane arterial roadway with inverse crown within a 140' ROW; 2 lanes and a bike lane in each direction; a 16' landscaped central C3 median; 30' parkway landscaping; streetlights; bio-retention areas; storm drain lines; dry utilities; fiber; water lines; sewer lines; hydrants; water valves; manholes; and a full bridge across Sand Creek. In addition, design shall include one 16" Zone 1 and one 12"/16" Zone 2 water line, one 12" non-potable water line and one 10" sewer main in Sand Creek Road from existing terminus of Sand Creek Road to Heidorn Ranch Road.

The interim design improvements include, but are not limited to, geotechnical services, constructing a City Standard 2-lane arterial roadway with inverse crown within a 140' ROW for the central 56' of roadway consisting of a 20' paved roadway in each direction (one 14' travel lane with one 6' bike lane) with a 16' wide central C3 median, streetlights, bio-retention areas, storm drain lines, dry utilities, fiber, water lines, sewer lines, hydrants, water valves, manholes, etc. Provide a 6' wide dirt shoulder after the edge of pavement. The interim design also includes a full width (4 lane arterial) bridge across Sand Creek with all permitting requirements for construction. Provide conduit and utility crossings for traffic signal and irrigation at the future intersection of Sand Creek Road and San Jose Avenue. In addition, design shall include one 16" Zone 1 and one 12"/16" Zone 2 water line, one 12" non-potable water line and one 10" sewer main in Sand Creek Road from existing terminus of Sand Creek Road to Heidorn Ranch Road. The 140' road ROW shall be acquired by the City.

City will provide the following services:

1. Prepare the front-end section of the Contract Documents. Consultants to provide the Plans, Technical Specifications, Estimates ("PS&E") and input on Bid Schedule.
2. Make available any existing record drawings ("as-builts") of the existing Sand Creek Road, Highway 4 interchange and current aerial mapping of the City.
3. Provide any potholing services.

Consultant shall submit all deliverables electronically, including the Final Plans. City will handle all copies necessary for bidders.

C. Schedule of Services (Please provide a timeline for each phase following the Notice to Proceed)

Ultimate Improvements

1. Environmental Services
2. Survey Services
3. 100% Plan Line Design for 140' ROW Submittal
4. City Review and Comments (1 Week)

Interim Improvements:

5. 35% Design for Central 56' Road Width Submittal
6. City Review (1 Week)
7. 65% Design for Central 56' Road Width Submittal
8. City Review (1.5 Weeks)
9. 95% PS&E for Central 56' Road Width Submittal
10. City Review (1.5 Weeks)
11. 100% PS&E for Central 56' Road Width Submittal

City will work diligently with the Consultant to reduce the City review period wherever possible.

D. Cost Estimates for Survey and Design Services.

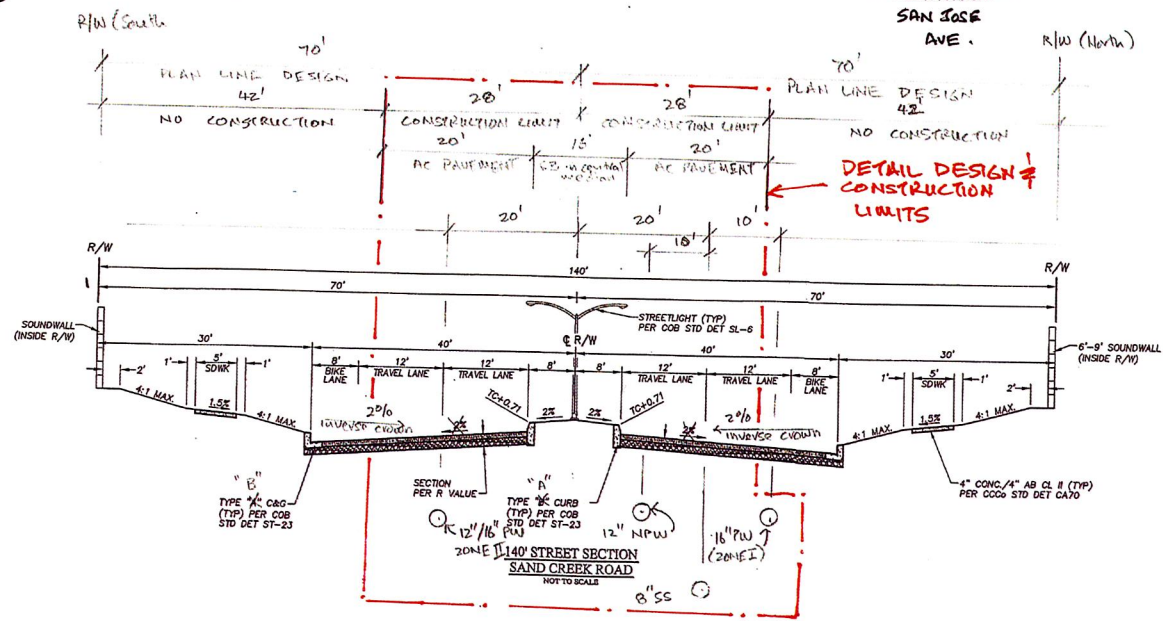
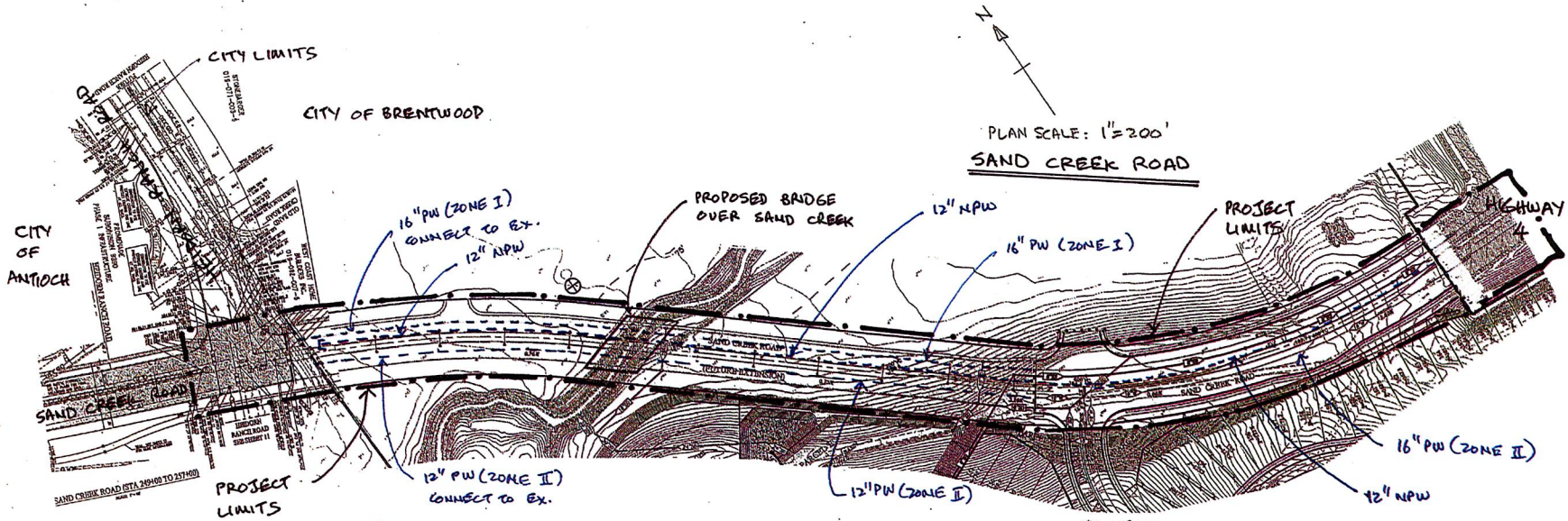
A detailed cost estimate for the various design and environmental services shall be submitted as a separate electronic pdf file in the email along with your proposal. Estimates will not be a criteria for shortlisting the top design consultants. However, the estimates for the various phases of design work as listed below may play a major role in the selection of the final design consultant.

1. Environmental Services
2. Survey Services
3. 100% Plan Line Design for 140' ROW Services
4. Geotechnical Services
5. Central 56' Street with Inverse Crown, 6' Dirt Shoulders and Related Services
6. Storm Drain Hydrology and Hydraulic Calculations and Submittal
7. C3/SWCP/SWPPP Calculations and Related Services (C3 Within 16' Median)
8. Wet Utilities (Potable Water, Non-Potable Water and" Sewer Main)
9. Street Lights/Joint Trench Services
10. Crossings for Traffic Signal, Irrigation and Utility at Future San Jose Ave. Intersection
11. Full Width Bridge Design and Related Permitting
12. State Any Other Specialized Services (Consultant to list)



Sand Creek Road Extension Project: westerly of Highway 4 terminus through the Bridle Gate project to Heidorn Ranch Road





DESIGN REQUIRED

1. Plan line design for 140' ROW
2. Detail design for the central 56' only
 - a) 20' AC pavement (inverse crown) plus 16' central median (use for C3)
 - b) Street lights in central median
 - c) 10" sanitary sewer as shown
 - d) 12"/16" potable water (Zone II) as shown
 - e) 16" potable water (Zone I) as shown
 - f) 12" non-potable water as shown
 - g) Proposed full width bridge over Sand Creek
 - h) No landscape or irrigation required, but allow empty conduit for future irrigation crossings
 - i) At San Jose Ave., provide empty conduit for future signal and utility crossings
 - j) Storm drain as required
 - k) Dirt shoulders to be 6' past the construction limits/edge of pavement
 - l) Miscellaneous details for a complete package for construction

AS
REVISION 10/13/21
REVISION 10/14/21

AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES
[Insert Name of Consultant]

THIS AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES ("Agreement") is made and entered into as of the ____ day of _____, 20____ by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and _____, a _____ ("Consultant") (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the design and environmental services required and requires the professional services of an individual or business entity with the necessary license, qualifications and experience to provide design and environmental services for the City's Sand Creek Road Extension, CIP Project No. 336-31700 (the "Project").

B. Consultant has the necessary license, professional skills and experience necessary to perform the services described in this Agreement, and as further described in Exhibit A to this Agreement ("Exhibit A"), and in the City's Request for Proposals for Design and Environmental Services for the Project, dated October 21, 2021 ("RFP"), attached as Exhibit B, both of which exhibits are incorporated herein.

C. City desires to engage Consultant to provide these civil engineering services by reason of its qualifications and experience in performing such services.

D. Consultant has submitted a proposal to City, dated <Month and Day>, 20<Year> ("Proposal"), attached as Exhibit C and incorporated herein, in response to the City's RFP, and has affirmed its willingness and ability to provide such civil engineering services on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. The following definitions apply to the body of this Agreement and Exhibit A unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the words "day" and "including."

1.1 Additional Services means civil engineering services in addition to the Basic Services, which are provided pursuant to the City's written request or prior written authorization.

1.2 Basic Services means those civil engineering services necessary for design and construction of the Project, as specified in Exhibit A and in the RFP and Proposal.

1.3 Change Order means a written document approved and signed by the City after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

1.4 City Engineer means the current or acting City Engineer and Director of Public Works for the City of Brentwood or his or her authorized delegee.

1.5 Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents.

1.6 Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

1.7 Construction Contract Time means the time within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

1.8 Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Exhibit A.

1.9 Contractor means the individual, partnership, corporation, or other entity which has signed the Construction Contract with the City to perform the Work. "Contractor" includes the Contractor's subcontractors, unless the context indicates otherwise.

1.10 Day means a calendar day unless otherwise specified.

1.11 Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Exhibit A.

1.12 Design Documents means, collectively, the plans, drawings and specifications prepared or provided by the Consultant for the Project at all design stages, including Schematic Design Documents, Design Development Documents and Construction Documents.

1.13 Including, whether or not capitalized, means "including; but not limited to" unless the context requires otherwise.

1.14 Project Manager means the City employee or representative with primary responsibility for overseeing design and construction of the Project and who will be Consultant's sole point of contact for the City unless otherwise stated. The Project Manager for this Project is <Project Manager Name>.

1.15 Project Schedule means the detailed schedule developed by the Consultant, and subject to the City's approval, for design and construction of the Project, based on the Proposed Project Schedule provided in Exhibit A.

1.16 Proposed Project Schedule means the proposed Project schedule provided by the City in Exhibit A to this Agreement.

1.17 Rate Schedule means the schedule listing the hourly rates for Consultant's staff and rates for costs associated with providing the Services. The Rate Schedule is included in the Proposal.

1.18 Schematic Design Documents means preliminary drawings and related documents showing the Project's basic components, scale and location, as further detailed in Exhibit A.

1.19 Services means all civil engineering and related services required under this Agreement, including all Basic Services and any authorized Additional Services.

1.20 Work means the Contractor's construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

2. Scope of Services. Consultant, acting in its capacity as a civil engineer licensed under California law, will provide the Basic Services necessary to design and construct the Project in accordance with the City's requirements, as set forth in Part One – Scope of Services in Exhibit A, and will provide those Additional Services, if any, as requested and authorized in writing by the City.

3. Personnel and Subconsultants. Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and subconsultants. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and consultant, if any, and will keep the Services

under its control. On demand of City, if any employee or Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3.1 Consultant's Key Personnel. The Consultant's key personnel assigned to this Project, as specified in Consultant's Proposal, may not be changed without the prior written approval of the City. Consultant must promptly notify the City in writing of any changes or proposed changes to the key personnel identified in the Proposal (or subsequently approved by the City), and of any changes to the contact information (telephone and email) for any key personnel.

3.2 Consultant's Principal Representative. Consultant's principal representative assigned to this Project is <Name and Title>, who will have full authority from Consultant to receive and act on instructions from the City.

3.3 Subconsultants. Consultant may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing specialized architectural or engineering services, without obtaining the City's prior written approval. The City's approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Consultant must bind its subconsultants in the same manner as Consultant is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements.

3.4 Warranty of Qualifications. Consultant warrants and represents that Consultant, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the civil engineering and related services required under this Agreement.

4. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special civil engineering skills and experience to do and perform the Services. The Services provided by Consultant pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to experienced, licensed civil engineers performing similar work in the area in which the Project is located. Similarly, the services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant's field and performing similar work in the area in which the Project is located. The acceptance of the Services by City does not release Consultant from these obligations.

5. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Consultant.

6. Schedule.

6.1 Time is of the essence for providing the Services. Consultant will generally adhere to the approved Project Schedule provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

6.2 Consultant acknowledges the importance to City of City's Project Schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

7. Compensation.

7.1 The total fee payable for the Basic Services to be performed during the term of this Agreement will be based on the Rate Schedule, for a not to exceed amount of <Amount in Words> dollars (<Amount in Numerals>), including authorized expense reimbursements, or as otherwise specified in Exhibit A. Any authorized Additional Services will be paid for based on the Rate Schedule. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

7.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

7.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

8. Status of Consultant.

8.1 Consultant will perform the Services in Consultant's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

8.2 The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subconsultants. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or subconsultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

9. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit A, Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. Other Consultants. The City reserves the right to employ other consultants in connection with the Project or the Services.

11. Indemnification. Consultant agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability (collectively, "Liability") that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of Services under this Agreement, but this indemnity does not apply to Liability caused by the active negligence, sole negligence or willful misconduct of City. This

indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or termination of this Agreement with respect to any Liability arising from or caused during the term of the Agreement.

12. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

12.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

12.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

12.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The professional liability insurance must include prior acts coverage.

12.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.

12.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

12.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

12.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

13. Business License. Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

14. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Ownership of Documents.

15.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of, or directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

17. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally

recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925)
Facsimile No. (925)
Attn:
Email: _____

For Consultant:

Name:
Title:
Address:
Phone No.:
Facsimile No.:
Attn:
Email: _____

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subconsultants will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

20. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

21. Pandemic Health Laws. Consultant's duty to comply with Laws includes compliance by Consultant and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

22. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

23. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination

of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

24. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

25. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity.

26. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

27. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this Agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

28. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

29. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

30. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

31. Entire Agreement and Order of Precedence. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties. Notwithstanding that the RFP and Proposal are incorporated into this Agreement as Exhibit B and Exhibit C, respectively, if any provision in the Proposal or the RFP differs from or is inconsistent with the terms of this Agreement, including Exhibit A, the terms of this Agreement, including Exhibit A, will take precedence over any such differing or inconsistent provision. Likewise, to the extent any terms in the Proposal differ from or are inconsistent with the terms of the RFP, the terms of the RFP will take precedence over any differing or inconsistent terms in the Proposal

32. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

33. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

34. Signatures.

34.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

34.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

CONSULTANT:

CITY:

* By: _____

By: _____

Tim Y. Ogden, City Manager

Printed Name: _____

Title: _____

ATTEST:

** By: _____

By: _____

Margaret Wimberly, City Clerk

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Damien Brower, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A.
Chairman,
President, or
Vice-President

**Group B.
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member or the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner or the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

SAMPLE

AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES

<Name of Consultant>

Sand Creek Road Extension, CIP No. 336-31700
EXHIBIT "A"

PART ONE - SCOPE OF SERVICES

1. General. Consultant must provide design, environmental and related services for the Project, as more particularly described in the RFP and Proposal, including and subject to the following general requirements.

1.1 Preliminary Design Conference. At the request of the City, Consultant must attend a preliminary design conference with the Project Manager. At the request of the Project Manager, the Consultant must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.

1.2 City Approval. Consultant may not proceed with the development of successive Design Documents, as detailed below in Section 2, until it has received written approvals from the City. Consultant must promptly review and revise the following to the City's satisfaction, without additional compensation:

(A) Design Documents submitted for City approval and to which the City has objections; and

(B) Design Documents which have been determined by the City to present excessive cost or constructability problems.

1.3 Governmental Approval. Consultant must assist the City with obtaining the following required approvals from governmental agencies with jurisdiction over the Project:

**Particularly with the bridge over Sand Creek:
Caltrans at Highway 4 and City of Antioch at Heidorn Ranch Road**

1.4 Consultant will control the manner and the means of the services to be provided, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.5 Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

2 Basic Services. In addition to the tasks specified in the RFP and Proposal, Consultant's Basic Services include the following:

.2.1 Project Schedule. At the request of the City, Consultant must prepare and submit for the City Engineer's review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in in Part Two, below, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of environmental procedures, if applicable; design; bidding; construction; final close out; or as otherwise specified by the Project Manager. The Project Schedule must be updated for the City Engineer's review and approval upon completion of each major phase included in the Project Schedule.

2.2 Cost Estimate. At the request of the City, Consultant must prepare and submit for the City Engineer's review and approval a preliminary estimate of the cost to construct the Project. As the design process progresses, Consultant must submit updates to the preliminary cost estimate for the City's approval concurrent with its submission of the Schematic Design Documents, Design Development Documents, and Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City's previously approved cost estimate, Consultant must provide the City with recommendations for constructing the Project within the City's budget.

2.3 Schematic Design Documents. Within the time specified in the approved Project Schedule, Consultant must prepare and submit for the City Engineer's review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project's basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the Project site and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Schematic Design Documents.

2.4 Design Development Documents. Based on the approved Schematic Design Documents and within the time specified in the approved Project Schedule, Consultant must prepare for the City Engineer's review and approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications defining and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems, as applicable. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City Engineer's approval, the Consultant must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Design Development Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Design Development Documents.

2.5 Construction Documents. Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Consultant must prepare for the City Engineer's review and approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and technical specifications that comply with all applicable codes, laws, ordinances and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must be submitted to the City Engineer in electronic form, ready to be added to the front end documents, which will be prepared by the City using the City's approved front end documents. When submitting the Construction Documents for the City Engineer's approval, the Consultant must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Construction Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Construction Documents.

2.6 Bidding Phase Services. Consultant must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; issuance of addenda; bid review; and review of bid protests. If the lowest responsive bid exceeds the final approved construction cost estimate by twenty-five percent or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Consultant must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

2.7 Construction Phase Services. During the Construction Phase the Consultant must provide the following services to the City, as more particularly specified in Exhibit A:

(A) General administration of the Construction Contract including: review and advise the Project Manager as to the accuracy and reasonableness of Contractor's schedule of values; coordinate the Project Schedule with the Contractor's Work schedule; provide prompt and complete responses to Contractor's requests for information; and coordinate efforts with the Project Manager to ensure the Project is completed in a timely, cost-effective manner, consistent with the City's requirements.

(B) Ongoing design services as needed, including: interpretations and clarifications of the Construction Documents provided by the Consultant; and preparation of design details for Change Orders, as needed for the proper execution and progress of the Work and consistent with the intent of the approved Construction Documents.

(C) Consultant must timely review Contractor's design-related submittals, including shop drawings, product data and samples, and issue written approvals of and/or recommendations to the City within ten days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Consultant must check the submittals for compliance with the approved Construction Documents. Consultant's review must not extend to the Contractor's means, methods, techniques, sequences, or procedures, unless such have previously been specified in the Construction Documents.

(D) Consultant must assist the Project Manager in evaluating whether to recommend approval of requests for changes in the Work, and, if applicable, must assist with preparing proposed Change Orders.

(E) Consultant must visit the Project site at intervals sufficient to monitor the progress and quality of the Work and to determine whether the Work is proceeding in conformance with the Construction Documents. Following each Project site visit, Consultant must promptly provide the Project Manager with a written report of Consultant's observations and recommendations, if any. If Consultant becomes aware of any defects or deficiencies in the Work, Consultant must provide prompt notice to the Project Manager, followed by written confirmation of that notice. If, in Consultant's opinion, special testing or inspection of the Work is needed, Consultant must recommend appropriate procedures and consultants to the City. Consultant is not responsible for Contractor's safety precautions and programs. However, if Consultant has knowledge of safety violations, Consultant must give prompt notice to the City of such violations.

(F) Consultant must assist the City in evaluating the Contractor's payment applications in accordance with the Construction Documents. Based on on-site observations and review of other relevant information, Consultant must evaluate whether the

Work has progressed to the point indicated in the payment application. Consultant's review must include review of the status of the Contractor's record drawings.

(G) Consultant must attend meetings with the Project Manager and Contractor(s) prior to and during construction as requested.

(H) Consultant must prepare and submit reports on the progress or status of the Work to the Project Manager as requested.

(I) Consultant must conduct inspections reasonably necessary to determine whether Contractor has achieved final completion of the Work in accordance with the Construction Contract, and must prepare a list of items to be completed or corrected (the "punch list"), including estimates of the cost for the City to correct or complete each punch list item, as well as required final submittals (e.g., warranties, manuals, as-built drawings, etc.) in order to achieve final completion.

2.8 Close Out and Post-Construction Services

(A) Consultant must promptly perform all tasks reasonably necessary for Project close out. If requested, Consultant must provide the City with a color schedule of all finished materials incorporated into the Project.

(B) As requested by the City, Consultant must make visits to the Project site during the warranty period to advise the City on the need for warranty work.

(C) All Project plans, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, must be and remain the property of the City for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project. The City reserves the right to use the Construction Documents, record drawings, or estimates related to the Project for the purposes of additions, alignments, or other development on or near the site or elsewhere in the City. Nothing in this provision is intended to transfer or waive Consultant's copyrights over these documents, including, but not limited to, all common law, statutory, and other reserved rights, unless transferred or waived in writing by Consultant. Notwithstanding the foregoing, if the City proposes to reuse the Construction Documents, in whole or in part, the City and Consultant will specify the terms and conditions for the reuse in this Agreement by an amendment or addendum.

3. Additional Services. If not expressly included in Basic Services, as specified above or in RFP or the Scope of Services in Exhibit A, the following services must be provided by Consultant and will be paid for as Additional Services, subject to prior written authorization by the City:

3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

3.2 Consultations, negotiation, and the like for procurement of Project financing.

3.3 Investigation of or measured drawings of existing conditions or improvements or verification of the accuracy of the City-provided drawings or other information on existing conditions.

3.4 Surveys, site evaluations, or legal descriptions.

3.5 Soils, subsurface and environmental studies, reports and investigations required by outside agencies with jurisdiction over the Project.

3.6 Revisions to the City-approved Construction Documents which are required due to circumstances outside of Consultant's control.

3.7 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.

3.8 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

3.9 Preparing for or providing expert witness services or participation in out-of-court dispute resolution in connection with any Project-related dispute or adversarial proceeding to which the Consultant is not a party, or potential party.

3.10 Out of town travel in connection with the Services, other than travel between Consultant's office, the City's offices, and the Project site.

3.11 The City-requested services which are not included in Basic Services and are not customarily provided as part of generally accepted civil engineering design services for this type of project and the region in which the Project is located.

3.12 Extended services required by non-performance, suspension, termination, or default of the Contractor in the performance of the Work, through no fault of Consultant.

3.13 Preparation of special models, renderings or mock-ups, which are not included in Basic Services.

3.14 Other services as agreed by the Parties as set forth in written amendment or addendum to this Agreement.

SAMPLE

AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES
EXHIBIT "B"

REQUEST FOR PROPOSALS

City of Brentwood
Sand Creek Road Extension, CIP No. 336-31700

SAMPLE

AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES
EXHIBIT "C"

PROPOSAL

<Name of Consultant>

City of Brentwood
Sand Creek Road Extension, CIP No. 336-31700

SAMPLE

AGREEMENT FOR DESIGN AND ENVIRONMENTAL SERVICES
EXHIBIT "C"

PROPOSAL
BKF Engineers

City of Brentwood
Sand Creek Road Extension, CIP No. 336-31700



Jigar Shah, PE
Public Works/Engineering
150 City Park Way
Brentwood, CA 94513-1164
Transmitted Via Email

**Subject: Brentwood Sand Creek Road Extension
Civil Engineering and Land Surveying Proposal**

Dear Mr. Shah:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering and land surveying services associated with the Sand Creek Road Extension project located in the City of Brentwood, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

I. PROJECT UNDERSTANDING

Based on your proposal request, we understand the project as:

The project scope includes the design and environmental services for the extension of Sand Creek Road from the westerly existing terminus at Highway 4 through the Bridle Gate project to Heidorn Ranch Road for approximately 2,300 linear feet.

The plan line design includes the survey services and ultimate improvements constructing a 4-lane arterial roadway with inverse crown within a 140' ROW; 2 lanes and a bike lane in each direction; a 16' landscaped central C3 median; 30' parkway landscaping; streetlights; bio-retention areas; storm drain lines; dry utilities; fiber; water lines; sewer lines; hydrants; water valves; manholes; and a full bridge across Sand Creek. In addition, design shall include one 16" Zone 1 and one 12"/16" Zone 2 water line, one 12" non-potable water line and one 10" sewer main in Sand Creek Road from existing terminus of Sand Creek Road to Heidorn Ranch Road.

II. ULTIMATE IMPROVEMENTS (140' Right of Way)

1. KICKOFF AND SITE WALK

As a kickoff with the City, BKF will visit the site to review the existing site constraints and conditions. We will note any additional potential challenges to implementation and confirm our scope of survey services to support the planning and design processes.

2. OUTREACH TO UTILITIES

BKF will contact the utility providers that serve the site or have utilities within the adjacent streets. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the topographic survey.

3. FIELD SURVEYING & GEOTECHNICAL

3.1. Topographic Field Survey (BKF): The topographic survey will be comprised of identified visible site features such as roadway centerline, pavement edges, and visual utility infrastructure. We will obtain a

succession of spot elevations to define the general terrain of the site and immediately adjacent of the proposed improvements to produce mapping at a 1-foot contour interval extending roughly 50-feet outside of the right of way for conforms. Based on timing, an aerial survey may be used in lieu of field survey to acquire topography between the existing streets. Utility infrastructure within the mapping limits, including sewer, water valves, hydrants, meter boxes, storm drain and marked utilities, if encountered during the course of our field survey, will also be identified. Locating of underground pressure pipe and dry utilities is not included. BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy. The mapping is anticipated to be compiled at 1" = 20', and will also indicate individual spot elevations at various locations throughout the site and 1-foot contours. The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88), unless otherwise agreed upon in writing prior to commencement of the survey.

- 3.2. **Pre-Field Activities, Geologic Data Review, and Administration (BSK):** This task will include project set-up and administration of BSK's services and gathering and analyzing existing geologic information readily available from the USGS, CGS, and other resources for the project area. We will also visit the site, observe existing conditions for access constraints, and mark our proposed exploration points. In addition, we will contact Underground Service Alert (USA North 811) a minimum of 72 hours prior to our field exploration for utility clearance. It should be noted that USA North 811 will only check for utilities on the public right-of-way and does not include private property. Therefore, we will subcontract with a private utility locator to mark detectable underground utilities within a 20-foot radius of the proposed exploration locations. As required by Contra Costa County ordinance, a drilling permit will be obtained from the Contra Costa County Environmental Health Services Department prior to our field investigation. If necessary, we will obtain an encroachment permit from the City of Brentwood, but we assume the encroachment permit fees would be waived by the City. BSK will prepare a Health and Safety Plan (HASP) to be submitted with our drilling permit application. The HASP will address COVID-19 protocols to be followed during our subsurface investigation by a BSK representative and our subcontractors.
- 3.3. **Field Investigation and Testing (BSK).** BSK proposes to explore the subsurface conditions along the road alignment by drilling a hollow stem auger boring and advancing a Cone Penetration Test (CPT) probe proximate to each abutment of the planned bridge to span over Sand Creek (for a total of 2 borings and 2 CPTs). These borings and CPTs will extend to depths of 75 and 100 feet below the existing ground surface (BGS), respectively, or to refusal, whichever is shallower. In addition, BSK will drill another three (3) borings to depths of 15 BGS or to refusal, whichever is shallower, along the remainder of the proposed roadway alignment. During investigation, BSK will also measure the approximate depth to groundwater if it is observed. Bulk samples of subgrade soils will be obtained from the borings for Resistance (R)-Value and corrosivity analysis purposes. Upon completion, the borings and CPTs will be backfilled with cement grout according to the County requirements. Excess cuttings will be spread onsite near the boring locations.

Laboratory tests will be performed on selected soil samples to evaluate pertinent geotechnical engineering properties for design utilizing our laboratory and Cooper Testing Labs. Tests which we anticipate performing may include: In-place dry density and moisture content, Atterberg limits, Expansion Index, Sieve analyses, Direct shear, Triaxial compression on cohesive soils, R-Value tests. Additionally two (2) corrosion test suites consisting of minimum resistivity, pH, sulfate, and chloride per Caltrans test methods will be performed.

- 3.4. **Engineering Analysis and Draft/Final Report Preparation (BSK).** Results of the field investigation, laboratory tests, and engineering analyses, as well as conclusions and recommendations will be summarized in a draft report prepared under the supervision of a California registered Geotechnical Engineer. Key to the project will be:



- recommendations for the design of abutment foundations: Spread footing recommendations, including allowable soil bearing pressures, minimum embedment depth, minimum widths, resistance to lateral loads, friction coefficient, and modulus of subgrade reaction (and modification based on foundation size), Cast-in-drilled-hole (CIDH) pier recommendations, including allowable skin friction, embedment depths, and resistance to lateral loads;
- Anticipated total and differential settlements,
- Provision of an ARS curve based on current Caltrans standards for use in the design of the bridge. A discussion of the methodology used and a plot of the ARS curve will be included,
- Lateral earth pressures for retaining wall design, including active, passive, and seismic pressures,
- Pavement design recommendations based on R-Value testing and a range of traffic index values,
- Recommendations for site preparation, earthwork, and fill compaction requirements, including utility trench backfill and subgrade/aggregate base for pavement areas, and whether onsite soils can be used as engineered fill, and discussion about site drainage stormwater runoff mitigation;
- Presentation of soil corrosivity analysis, and
- Discussion of construction considerations.

4. **100% PLAN LINE DESIGN (140' ROW)**

- 4.1. Roadway geometrics alignment alternatives** – Based on the 140' wide cross section, establish up to three roadway geometric alignment options that consider creek crossing angles, ties in to Heidorn Ranch Road and the existing Sand Creek Road terminus at Highway 4 for review by team and City. A table will indicate the design parameters for each option (design speed, centerline curves and tangents, etc.)
- 4.2. Roadway conceptual grading** – Based on alignments, we will develop a rough grading conform plan that indicates a conceptual profile and conceptual daylight line to evaluate the alternatives. Once an alignment is chosen, further refinement of the grading will be completed with the design of the interim improvements.

5. **PLAN LINE R/W LEGAL DESCRIPTION**

- 5.1. Plat and Legal Description** – Based on right of way established from task 4 above, BKF will prepare a single plat map and legal description showing the right of way. We intend to tie the description to the existing monumentation on Sand Creek Road. We have not allocated time to resolve boundary lines with then Bridle Gate Project or other private property.

6. **ENVIRONMENTAL SERVICES (CEQA)**

- 6.1. Prepare Administrative Draft IS/MND.** The objective of this task is to prepare an Administrative Draft version of the IS/MND for review by City staff. The IS/MND will be prepared based upon City standards and will address all the issues identified in the Environmental Checklist, per Appendix G of the CEQA Guidelines. Raney will utilize the latest version of the Appendix G Checklist. The following summarizes how Raney proposes to analyze the key issue areas:
- Air Quality. The air quality and GHG emissions analysis for the proposed project will be performed in-house by Raney's air quality team, utilizing the Roadway Construction Emissions Model (RoadMod) software program and following BAAQMD Guidelines. Raney will utilize the RoadMod software program and trip generation rates to conduct a quantitative assessment of short-term (i.e., construction) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NO_x, and PM₁₀) resulting from the proposed project. The construction emissions estimate will include emissions associated with on-site grading, as well as earthwork equipment and roadway



construction. Mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified. With respect to BAAQMD permitting for the project, Raney anticipates the required permits will involve the operation of construction equipment. Such permitting is typically handled by contractors; however, Raney will be available to coordinate with BKF and BAAQMD regarding permitting and approval of the final roadway design, as needed.

- GHG Emissions. Raney will work closely with the City and BAAQMD throughout preparation of the GHG analysis with respect to identifying the methodology and thresholds of significance to be used for the GHG analysis. For example, Raney could compare the GHG emissions of the existing Sand Creek Road to the extend Sand Creek Road; however, Raney will coordinate with the City and BAAQMD to determine the best approach. Raney will use RoadMod to produce an estimate of carbon dioxide equivalent emissions for the project, including indirect emissions of GHGs (e.g., electricity and natural gas). With respect to AB 32 and SB 32, Raney will coordinate with the City and BAAQMD to ensure comparison of the estimated emissions to appropriate thresholds. Mitigation measures would be identified, as appropriate, in coordination with the City and BAAQMD to identify feasible mitigations for GHG emissions.
- Biological Resources. The biological resources section will include a description of the potential effects to plant communities, wildlife, and wetlands, including adverse effects on rare, endangered, candidate, sensitive, and special-status species, as well as on the potential effects to existing trees, due to buildout of the proposed project. Raney will rely on the Planning Survey Report and Wetland Delineation prepared for the Bridle Gate project by Moore Biological Consultants and focus the discussions in the report to the area of physical roadway improvements. Raney will also conduct a search of the California Natural Diversity Database (CNDDDB) and include the results in the biological resources section of the IS/MND. Raney will internally review the Planning Survey Report to ensure all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the biological resources section of the IS/MND.
- Cultural Resources. The cultural resources section will summarize the setting and briefly describe the potential effects to any on-site historical, archaeological, and/or paleontological resources due to implementation of the proposed project. Raney will rely on the Updated Cultural Resources Report prepared by Windmill Consulting for the Bridle Gate Project and focus the discussions in the report to the area of physical roadway improvements. Raney will also request a Sacred Lands File Search through the Native American Heritage Commission (NAHC), and incorporate the results into the IS/MND analysis. Given the passage of AB 52, and the associated amendments to Public Resources Code 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. Raney understands the City of Brentwood has received letters from tribes requesting notice pursuant to AB 52/PRC 21080.3.1, and the City will notify the tribes in writing of the proposed project within 14 days from the start of the CEQA process. Raney assumes the City will handle all requirements and formal consultation pursuant to AB 52. If the City requests Raney's assistance with AB 52 consultation, Raney would request a Sacred Lands File search from the Native American Heritage Commission (NAHC) and obtain a list of local tribes. Raney would then prepare AB 52 consultation letters and send the letters to each identified tribe via certified mail. If requested by the tribes, Raney would conduct up to one site visit. Although Raney would assist with AB 52 requirements, consultation would still require Agency-to-Agency coordination.
- Transportation. As of July 1, 2020, lead agencies are typically required to evaluate traffic impact significance pursuant to CEQA using Vehicle Miles Traveled (VMT). According to CEQA Guidelines Section 15064.3(b)(2), for transportation projects, specifically, roadway capacity projects, "...agencies have discretion to determine the appropriate measure of transportation impact consistent with



CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152.” Raney understands that the proposed project is consistent with the circulation planning in the City of Brentwood General Plan and City of Antioch General Plan. Furthermore, the project route is identified in the Contra Costa East County Action Plan as a route of regional significance. Based on the proposed project’s consistency with the three regional plans outlined above and in accordance with CEQA Guidelines Section 15064.3(b)(2) for transportation projects, Raney preliminarily concludes that the proposed project can be evaluated qualitatively, using the metric of the City’s choice. Raney will coordinate with the City to determine the appropriate measure of transportation impacts. Should the City determine a quantitative analysis is required, Raney will amend the scope of work and subcontract with a technical consultant to prepare a VMT analysis. Raney understands the City has preliminarily determined that the VMT analyses prepared for adjacent projects would be sufficient for the proposed project and additional VMT analysis would not need to be conducted.

- Remaining Issue Areas. The remaining issue areas of the IS/MND will be based upon information provided by the City and/or the project team, and pertinent City documents, including, but not limited to, the City of Brentwood General Plan and General Plan EIR, as well as any other pertinent information prepared for the project site and surrounding area.

6.2. Prepare Screencheck Draft IS/MND and Public Review Draft IS/MND for City Release to the Public.

The objective of this task is to edit the Administrative Draft IS/MND based on the comments received from City staff and to prepare a Screencheck Draft IS/MND. The City will then review the Screencheck Draft IS/MND to provide any additional comments. Raney will revise the Screencheck Draft IS/MND, based on any additional City comments, to submit a Public Review Draft IS/MND to the City for distribution. Raney will prepare a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration, Notice of Determination (NOD), and a Notice of Completion (NOC). Raney assumes the City will publish the NOI for the IS/MND in the paper, post the IS/MND online, and provide a copy of the notice and IS/MND to the County Clerk. Raney will electronically submit the NOC, IS/MND, and State Clearinghouse Summary Form for Electronic Document Submittal (Summary Form F) to the State Clearinghouse.

- 6.3. Prepare Mitigation Monitoring & Reporting Program (MMRP).** The objective of this task is to prepare a Mitigation Monitoring & Reporting Program (MMRP) for the City of Brentwood. Raney will incorporate existing monitoring mechanisms that are in place in order to assist the City of Brentwood in meeting the intent of CEQA. The MMRP will be prepared in table format to specify any mitigation measures, standards of success, parties responsible for implementing and monitoring, and timing.

III. INTERIM IMPROVEMENTS (56' Road Width)

We have prepared the following work plan that emphasizes key components of our approach to analyze the existing conditions and develop the design. Our team recognizes that it may be necessary to alter the scope as the project progresses and would be happy to work with you and other stakeholders as necessary to adapt our services ensuring the successful completion of the project.

1. PROJECT MANAGEMENT

- 1.1. BKF will manage the design team as well as track progress, schedule, and budget.
- 1.2. BKF will be responsible for documenting all design decisions and keeping an official record of the project.
- 1.3. BKF will submit monthly progress reports identifying tasks completed, budget status, and issues status.
- 1.4. BKF will provide a bi-weekly status report via email.



2. COORDINATION AND MEETINGS

- 2.1. Meetings: BKF will attend meetings with City staff to coordinate the design (we have allocated time for up to 10 in person meetings).
- 2.2. Conference Calls: We assume that there will be a weekly or bi-weekly conference call to provide update and feedback on the project task items.
- 2.3. QA/QC: A senior member of BKF's team from our office in Walnut Creek will perform an independent quality control review of the team's documents prior to submittal. There is NO cost for this task.

3. CONCEPTUAL DESIGN (10% Type Selection and BOD)

- 3.1. Concepts:
 - Develop profile of roadway from existing terminus through creek to Heidorn Ranch Road
 - Assess bridge options of and structure depths with constructability and cost considerations
 - Develop rendered landscape concept plan, plant images, and plant list for initial city review and comment to provide direction for the 35% PS&E
- 3.2. Develop Preliminary Basis of Design (BOD) memorandum which would include the following elements:
 - Introduction
 - Existing Conditions/Constraints
 - Proposed Roadway Design Criteria (horizontal and vertical alignment, cross-sections, etc.)
 - Proposed Utilities
 - Drainage and Stormwater Management Strategy
 - Bridge Selection Criteria
 - Permitting Strategy
- 3.3. Provide preliminary cost estimate support for 10% submittal (based on dollars /square foot averages)

3. PREPARE PRELIMINARY DESIGN (35% PSE)

- 3.1. Bridge Structure. Assess bridge options of precast girders and box beams with constructability and cost considerations
- 3.2. Provide Type Selection Memorandum. The Bridge Type Selection memo will identify the proposed structure type and discuss the various constraints, conditions, alternatives, and design factors. The geotechnical information concerning groundwater levels and the soil conditions will affect the type of foundation systems to be selected for the bridges. Poor soil and underground water conditions, can affect project budgets significantly. These effects along with other considerations such as hydraulic, traffic handling and environmental considerations will be scoped in the Preliminary Design phase and incorporated into the bridge type selection report.
- 3.3. Bridge Aesthetics. Provide design input to conceptual aesthetics of bridge architecture, retaining walls including form, color, finishes and railings.
- 3.4. Hydrology and Scour Analysis Memorandum. BKF will first delineate the tributary drainage area to the bridge crossing and extract area and other hydrologic parameters of the watersheds from Contra Costa County Flood Control. We will use the peak flow to estimate the required width and height of the bridge to convey the flow with adequate free board. We will use the FEMA approved USACE HEC-RAS modeling program to size the bridge span and to estimate effective shear stress and velocities in vicinity of the bridges. Scour analyses is critical to estimating the depth of footing and the size of rock armoring required to protect the bridge abutments. We will use site photos, topographic data and geotechnical report provided to evaluate existing stream conditions to assess failure mechanisms at the bridge; characterize the bed and bank material (to help estimate critical shear strength and velocity); and evaluate overall stability and patterns of the channel form within the reach. We will use the grain size distribution analysis conducted by geotechnical engineer to properly estimate scour.
- 3.5. BKF will prepare Plans, Specifications, and Estimate to the 35% level of completion including. PSE with the following components:
 - Title Sheet



- Roadway Plan
- Striping Plan
- Bridge Elevation (Landscape)
- Provide Type Selection layout plans (Structural)
- Planting Plan (Landscape)
- Stormwater Control Plan - Intent
- Specifications/Cost Estimate (not included)

4. PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

4.1. **65% PSE.** BKF will further the design of the Plans and Specifications prepared in Task 3.1 to the 65% level of design. We will add the following elements to the 35% set:

- 1) Notes
- 2) Roadway Profile showing centerline and new sewer, water, lighting improvements
- 3) Roadway Sections
- 4) Grading Plan
- 5) Signing (with Striping Plans)
- 6) Construction Details
- 7) Cover Sheet and Notes
- 8) Lighting Plan
- 9) Signing and Striping Plans
- 10) Stormwater Control Plan
- 11) Index to Bridge Plans
- 12) Deck Contours
- 13) Foundation Plan
- 14) Abutment Layouts
- 15) Abutment Details
- 16) Typical Sections
- 17) Girder Layouts
- 18) Deck Reinforcement
- 19) Girder Details
- 20) Railing Details
- 21) Utility Details
- 22) Structure Approach Slab Details
- 23) Joint Details
- 24) Log of Test Borings
- 25) Hydrozone plans
- 26) Irrigation plans
- 27) Irrigation notes, legends, and details
- 28) WELO water calculations
- 29) Landscape construction details

4.2. **95% PSE.** BKF will update the Plans and Specifications prepared in the 65% to the 95% level of design.

4.3. **Final Combined PS&E Package.** The team will meet with the City to review any additional comments. We will update the plans previously prepared to the final level of completion. BKF will provide electronic (CAD and PDF) and hardcopies (mylar) of all documents as requested by the City. When approved, we will upload an electronic version of the document for use during bidding.

4.4. **Storm Water Pollution and Prevention Plan (SWPPP):** BKF will provide Qualified SWPPP Developer (QSD) services in compliance with the Construction General Permit Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ, administered by the State Water Resources Control Board (SWRCB). We will



provide support services to the City's Legally Responsible Person (LRP) to submit Permit Registration Documents (PRDs) to the State's online Storm Water Multiple Application and Report Tracking System (SMARTS) program website. It is the City's responsibility to provide Qualified SWPPP Practitioner (QSP) services, either directly or through the selected General Contractor.

5. PERMIT APPLICATIONS/PROCESSING

- 5.1. **U.S. Army Corps of Engineers Permit Application (Preconstruction Notice (PCN) (i.e., permit application) Preparation.** A Corps Permit authorization will be required for development of the proposed project site. M&A believes that it may be possible to obtain authorization from the Corps to allow use Nationwide Permit(s) provided impacts to waters of the U.S. remain below 0.50-acre.

Use of NWP's are dependent upon the extent of impacts to waters of the U.S. The Corps authorizes use of NWP's provided proposed projects meet specific conditions which can be met for projects with "minor impacts." To obtain an authorization (i.e., a permit) to use NWP, a Preconstruction Notice (PCN) must be prepared and submitted to the Corps. The PCN would detail all impacts and would otherwise prescribe a conceptual mitigation plan. M&A will work with the project civil engineer to see that to the extent possible all engineering objectives can be met using NWP's. Note that M&A is not proposing to prepare a Corps Individual Permit (IP) Application *as impacts to waters of the U.S. are below 0.50-acre*. If an Individual Permit is required, a budget amendment would be required.

- 5.2. **Prepare a Regional Water Quality Control Board (RWQCB) Certification of Water Quality ("Section 401 Permit") Application Package.** Pre-Filing Meeting with the Corps and the RWQCB (assumes a Zoom meeting). Under regulations that became effective September 11, 2020, before submitting a request for a Section 401 Certification, a project applicant must request a pre-filing meeting at least 30 days prior to submitting the Section 401 Certification request. The California Regional Water Quality Control Board (RWQCB) will determine if the meeting will need to be held or not, but the applicant is required to submit the request.

- 5.2.1. **Prepare RWQCB Application Package for Certification of Water Quality and Waste Discharge Requirements General Permit.** This task includes preparing and submitting an application to the RWQCB for a Clean Water Act Section 401 certification of water quality and/or for use of the SWRCB's General Waste Discharge Requirements General Permit. Note that no Corps permit is operable without the Section 401 certification of water quality from the RWQCB. Please note that the project Civil Engineer will be required to provide M&A with a PDF of the project's Storm Water Low Impact Development Plan (SWLID). The RWQCB will insist that the SWLID meet the National Discharge Elimination System (NPDES) C3 National Pollutant Discharge Requirements as well as the SWLID requirements. Based on regulations that went into effect in May 2020, the RWQCB will also require:

*a 404(B)(1) alternatives analysis completed in accordance with federal guidelines (per Task 3 below);
an acceptable waters of the State compensatory mitigation proposal;
a copy of the final documentation of CEQA compliance (that is, a CEQA Notice of Determination "NOD") was adopted for the project.*

After submittal of the 401 application to the RWQCB, this agency's permit processing timeline is dependent upon the type of 401 permit they are certifying. For processing a certification that is part of a Corps' Individual Permit (IP) the RWQCB has 180 days to process and issue the 401 permit. If it is a Corps' NWP certification, the RWQCB has 90 days to issue or deny. Keep in mind that the RWQCB has subject areas that are sure to draw Notices of incomplete (NOI): 1) incorrect assessment



and quantification of impacts to waters of the State associated with a proposed project; (2) proposed mitigation to compensate for these impacts; (3) disagreement with the LEDPA; and (4) the SWLID and any reasons the SWLID does not meet the NPDES requirements. M&A will require the project's civil engineer to provide the SWLID and to respond to any comment that the RWQCB may have about the plan submitted with the application. Any of these subjects can slow down issuance of the RWQCB's 401 Certification.

5.2.2. Preparation of an Alternatives Analysis Report to Support RWQCB Application (RWQCB has 90 days after they deem the application complete to issue the permit if we are applying for a Corps NWP.) The RWQCB now requires that a Section 404(b)(1) Alternatives Analysis (AA) be prepared and submitted with the 401 Certification of Water Quality application when projects impact any amount of waters of the State. The RWQCB's new Wetland Rule that went into effect in May 2020 now requires an AA for any project that impacts waters of the State. M&A will describe the biological elements of the AA prepared in accordance with the EPA's Clean Water Act Section 404(b)(1) "Guidelines for specification of disposal sites for dredge or fill materials," dated December 24, 1980. The Section 404(b)(1) Guidelines prohibit all discharges of fill material into regulated waters of the United States (and now waters of the State), unless the discharge constitutes the least environmentally damaging practicable alternative (the "LEDPA") that would achieve the basic and overall project purpose. While M&A will prepare an abbreviated AA, and hope this effort can be minimized, we know it can be an extensive effort. We expect the applicant and the project civil engineer to prepare the other applicable portions of the alternative analysis (e.g. one or more alternative site plans (to be fully vetted with the project team and its legal counsel under M&A's guidance. For example, multiple alternative site plans showing varying degrees of impacts to waters of the State. M&A will respond to both Corps and RWQCB feedback on the submitted Alternatives Analysis. M&A believes it likely that a meeting with the Central Valley RWQCB will be required before we reach agreement with this agency regarding the least Environmentally Damaging Practicable Alternative (LEDPA). This meeting is tasked/budgeted in Task 2A above. As of May 28, 2020, the State Water Resources Control Board, which has control over all RWQCBs, has formally adopted the Clean Water Act 404(b)1 Guidelines heretofore previously only enforced by the Corps for projects exceeding 0.5-acre of impact or more than 300 lineal feet of impacts to drainage. The RWQCB has since one-upped the Corps by requiring the 404(b)(1) guidelines for projects that impact even minimal waters of the State and depending upon the scope of impact, they also may require a thorough discussion of onsite and offsite alternatives in line with the 404(b)1 Guidelines. This is clear upon review of both the Procedures and the Implementation Guidance which relies heavily on multiple references relating to the 404(b)1 process as long exercised by the Corps. However, the RWQCB AA does not depend on a half-acre threshold of impacts. Rather, depending on the acreage of project impacts to waters of the State, the project falls into three different "tiers" and each tier level has different analysis requirements that must be followed. Unfortunately, these three tiers have extraordinarily low thresholds for impacts. The tiers run from Tier 3 (highest level) down to Tier 1 (lowest) and all tiers are explained in greater detail below. M&A's efforts to prepare a RWQCB styled Alternatives Analysis will be tailored to Tier discussions. **This project appears to be Tier 2 which what is assumed with the level of effort fee.**

- Tier 3 projects include any discharge of dredged or fill material that directly impacts more than two-tenths (0.2) of an acre or 300 linear feet of waters of the State, rare, threatened or endangered species habitat in waters of the State, wetlands or eel grass beds, or Outstanding National Resource Waters or Areas of Special Biological Significance and is not a project that inherently cannot be located at an alternate location. Tier 3 projects shall provide an analysis of off-site and on-site alternatives.
- Tier 2 projects include any discharge of dredged or fill material that directly impacts more than one tenth (0.1) and less than or equal to two tenths (0.2) of an acre or more than and less than



or equal to 300 linear feet of waters of the State unless it meets the criteria for a Tier 3 project, or any project that inherently cannot be located at an alternate location (unless it meets the size requirements set forth in Tier 1). Tier 2 projects shall provide an analysis of only on-site alternatives. For routine operation and maintenance of existing facilities, analysis of on-site alternatives is limited to operation and maintenance alternatives for the proposed project.

- Tier 1 projects include any discharge of dredged or fill material that directly impacts less than or equal to one tenth (0.1) of an acre or less than or equal to 100 linear feet of waters of the State, unless it meets the criteria for a Tier 3 project. Tier 1 projects shall provide a description of any steps that have been or will be taken to avoid and minimize loss of, or significant adverse impacts to, beneficial uses of waters of the State.

- 5.3. **Preparation of a California Department of Fish and Wildlife (CDFW) 1602 Lake and Streambed Alteration Agreement Application.** It is likely that the road project will require a bridge crossing or two over Sand Creek. A bridge crossing would require a CDFW 1602 Agreement. Bridge Plans edited/labeled by the project's civil engineer per M&A's direction would have to be included in the permit application package. This is not an easy permit to acquire and must be fully supported with civil engineering exhibits. Such impacts must also be fully mitigated. M&A typically includes a riparian enhancement plan as our mitigation plan. When/if accepted by CDFW this is a home run for the project as it really is a low threshold of mitigation. M&A will not take responsibility for preparation of civil engineering drawings supporting all permit applications packages. M&A will have to prepare and submit a Streambed Alteration Agreement application to the CDFW pursuant to Section 1602 of the California Fish and Game Code. M&A's proposal allows time in this task to account for interaction with the project civil engineer and to coordinate and attend a project site meeting with CDFW and/or the RWQCB. M&A will have to summarize impacts to the CDFW jurisdiction associated with improvements and will likely have to prepare a restoration plan which would be included as mitigation for impacts to riparian habitat or to the bed, or bank of the regulated creek. M&A is also allowing for time for a site meeting with the CDFW as they may wish to visit the site, but likely will simply request a zoom-like meeting.
- 5.4. **Prepare California Department of Fish and Wildlife Incidental Take Permit.** The California tiger salamander (CTS) is known in the vicinity of the project site. M&A will prepare a CDFW Incidental Take Permit (ITP) pursuant to Section 2081(b) of the California Endangered Species Act (CESA).
- 5.5. **Prepare U.S. Fish and Wildlife Service Biological Assessment (BA) to Facilitate Section 7 FESA Consultation by and between the Corps and the U.S. Fish and Wildlife Service.** Corps will require that a BA be prepared that would facilitate their Section 7 consultation with the USFWS. M&A will prepare this BA and will provide it to both the Corps and the USFWS. It must include a full assessment of impacts to federally listed species known from or near the project site, and at least at a concept level, a mitigation compensation plan.
- 5.6. **Caltrans Encroachment Permit.** BKF will prepare a subset of the drawings to restripe the existing Highway 4 southbound off-ramp and restripe the existing Sand Creek Road from the off-ramp east to under the existing Highway 4 grade separation bridge. We have assumed that this restriping will be based on Caltrans original lane configuration and that it would restore the striping and signage anticipated with the Highway 4 by-pass improvements. We have included time to review whether loop detectors were installed on the eastbound terminus near the barricade.

IV. SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise



agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

- a) **City will provide the following services:**
 1. For obtaining permission from the current property owner(s) for the team to access and investigate the site at no cost or effort to the team.
 2. City will prepare the front-end section of the Contract Documents, Consultants to provide the Technical Specifications and input on Bid Schedule and Item Descriptions
 3. Consultant will submit all deliverables electronically, except the Final Plans. Final plans are in Mylar (hard copy) with technical specifications signature sheet to the City. City will handle all copies necessary for bidders.
 4. City will coordinate and conduct public outreach
 5. City will CCTV existing sanitary sewer lines and provide results to consultants confirming condition of existing sewer, pipe materials, and location of existing sewer laterals.
 6. City will make available any existing record drawings (as-built) of the existing and improved alleys and aerial mapping of the City.
- b) **Right of Way Maps/Title Report:** A current title report or right of way maps for the streets will be provided by the City.
- c) **Highway 4/Caltrans:** We have assumed that all that Caltrans will perform all signal timing work as it is in their jurisdiction with their traffic operations personnel.
- d) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile but will be shown as accurately as possible. Other utilities may be present that were not disclosed.
- e) **Potholing:** Potholing services are not included in this proposal unless specifically identified. Specifications will indicate that the Contractor shall conduct potholing prior to construction.
- f) **Existing Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
- g) **Water/Wastewater Main Design:** We have not included time for water/wastewater modeling or sizing. In addition, the design of these pipelines will be shown on the plan and profile of the improvements (not on separate sheet or as a separate design). Standard thrust restraints and flexible piping are assumed to be part of the design.
- h) **Joint Trench Design:** We have not included joint trench design work for the project (electrical, gas, communications, etc.), as it is outside of the interim roadway design. However, we will provide conduits or space within the bridge for future electrical, communication, and gas infrastructure; street light conduit; and traffic detector loops at the existing Caltrans off-ramp.
- i) **Lighting Design & Photometric Analysis:** Lighting design and photometric analysis for the existing roadways are not anticipated and not part of this scope of work. BKF will prepare photometrics for the new roadway sections.



- j) **Meetings:** Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.
- k) **Bidding and Construction Support Services:** While needed for this type of project, we have not included bidding and construction support services with this design proposal. We can provide a proposal for these services when a more detailed schedule of the construction is available.
- l) **SWPPP:** We have not included SWPPP preparation with this scope of work. This could either be included as part of the construction support services or be placed on the contractor to procure.
- m) **Delays:** If the execution of the proposed work takes longer than one year from acceptance of this proposal, owing to no fault of BKF (for example this happens when project plans are not far enough along etc. and the job has long delays in starting), BKF reserves the right to adjust our billing rates to be consistent with our normal schedule of charges in the year work actually commences. Rates to be evaluated yearly after notice to proceed.
- n) **BSK Geotechnical Assumptions:**
- BSK assumes investigation will be performed after a period of at least two consecutive weeks of dry weather. However, we included an optional fee to perform our investigation during wet weather conditions in case limited-access drilling equipment is needed or we experience delays due to inclement weather.
 - BSK will not be responsible for any crop damage during our investigation.
 - Although this is rare, if hazardous materials are encountered as indicated visually or by odor in the soil borings during our subsurface investigation, such borings will be immediately terminated, and arrangements will be made to backfill such borings with cement grout. However, if we encounter such contaminated soil in one of our borings at relatively shallow depths (about 10 feet below the ground surface), we would move over a few feet laterally from the original boring location and attempt to re-drill the hole. The limiting factor here would be that we would only be able to re-drill the hole within our USA-marked areas (i.e., boxes). BSK will notify the City as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added cost incurred because of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the geotechnical investigation using our current fee schedule. If we encounter refusal for one of our borings and CPTs at relatively shallow depths of about 10 feet or less below the ground surface and not due to the presence of bedrock, we would move laterally a few feet and re-drill/re-advance the borehole or CPT. The limiting factor here would be that we would only be able to re-drill/re-advance the hole/CPT within our USA-marked areas (i.e., boxes). Such refusal could be caused by the presence of concrete rubble, cobbles, or other obstructions. However, if the reason for the refusal is attributed to the presence of bedrock, we would not attempt to re-drill/re-advance the CPT because the depth of shallow or deep foundations would not need to extend much deeper than the depth where bedrock is encountered.
- o) **BCA Structural Assumptions:** Structure is assumed to be supported on conventional CIDH piles. If appropriate, alternates will be considered after review of geotechnical report.
- p) **Monk and Associates Assumptions:**
- M&A is not proposing to respond to comments during and as part of a CEQA review conducted by City of Brentwood. During public/agency review of the City's announcement of the project or any document prepared by the City for the CEQA review, the public and/or resource agencies may submit comments to the City. M&A cannot predict at this time whether we would be allowed to respond to comments by the City, or even if it would be necessary to respond to comments. Accordingly, we are



not budgeting time for this task. When/if it becomes necessary to respond to comments, M&A would complete this work under an addendum agreement on a Time and Materials basis.

- Focused surveys for special-status plants or animals as necessary to definitively determine the presence or absence of these species should "suitable" habitat(s) for such species be identified within the project site. Should the biological study identify necessary biological studies that need to be completed to address potential impacts and/or environmental permitting requirements, upon request, M&A could prepare a separate proposal to complete such work.
- Preparation of a wetland delineation is not included.
- Preparation of a Long-term Management Plan which may be necessary if a mitigation site would be acquired as part of this process. We could prepare a proposal for that work.
- Any unspecified resource agency environmental permitting tasks.
- M&A is not proposing to prepare a detailed native California planting plan, special-status species mitigation plan, and/or wetland mitigation and monitoring plans. Should it become necessary to prepare detailed plan(s), M&A would prepare a separate cost proposal for conducting such work.
- Finally, M&A is not proposing to prepare any kind of water quality analysis report for the RWQCB or any other agency.

V. SCHEDULE

See Exhibit A for a schedule of work.

VI. COMPENSATION

BKF proposes to provide the services as delineated in Exhibit B. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots.

For tasks requested by the owner or architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 925-940-2214 or 650-0280-0309 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Daniel Schaefer, PE
Principal/Vice President



**FEE PROPOSAL:
BRENTWOOD SAND CREEK
ROAD EXTENSION**

12/10/2021

		BKF Engineers Project Management - Engineering - Surveying						Consultants As Delineated					Total Fee	
		Principal & QaQC	Project Manager	Engineer/Survey Manager	Project Engineer/Surveyor	Design Engineer/Surveyor	Field Crew	Total Hours	Rainey (CEQA Environmental)	Monk (Resource Agency Permitting)	BSK (Geotechnical)	Biggs Cardosa (Structural)		Gates & Associates (Landscape)
Billing Rates		\$264	\$224	\$207	\$169	\$147	\$315							
ULTIMATE IMPROVEMENTS														
1	Kickoff and Site Walk	2	4	4			10				\$ 3,000	\$ 2,940	\$ 8,192	
2	Outreach to Utilities			2		8	10						\$ 1,590	
3	Field Surveying & Geotechnical		6		8	60	40	114			\$54,900		\$ 79,016	
4	100% Plan Line Design (140' ROW)	2	6	8		24	40						\$ 7,056	
5	Plan Line R/W Legal Description		8	2		24	34						\$ 5,734	
6	Environmental Services (CEQA)	4	8				12	\$15,850					\$ 18,698	
7	Optional Task AB52 Consultation							\$ 1,570					\$ 1,570	
ULTIMATE IMPROVEMENTS TOTAL:		8	32	16	8	116	40	154	17,420		54,900	3,000	2,940	\$ 121,856
INTERIM IMPROVEMENTS														
1	Project Management	12	48				60						\$ 13,920	
2	Coordination and Meetings	4	35	20			59				\$ 4,500	\$ 4,580	\$ 22,116	
3	10% Type Selection and BOD	4	8	16		16	44			\$ 2,000	\$ 15,000	\$ 3,020	\$ 28,532	
4	Hydrology, Hydraulics & Scour Analyses		2	20	40		62						\$ 11,348	
5	35% Design Submittal (56' Road Width)	4	16	40	20	60	140			\$ 1,000	\$ 39,000	\$ 6,380	\$ 71,500	
6	65% Design Submittal (56' Road Width)	4	24	48	40	80	196				\$ 51,750	\$10,250	\$ 96,888	
7	95% PS&E (56' Road Width)	4	24	48	40	80	196				\$ 51,750	\$10,540	\$ 97,178	
8	Final Combined PS&E Package	5	8	10	10	20	53				\$ 32,500	\$ 4,710	\$ 47,022	
9	SWPPP		2	6		16	24						\$ 4,042	
10	Permit Applications/Processing	8	16	24		24	72		\$56,978				\$ 71,170	
11	Caltran Encroachment Permit	4	16			42	62						\$ 10,814	
INTERIM IMPROVEMENTS TOTAL:		49	199	232	150	338	0	968	-	56,978	3,000	194,500	39,480	\$ 474,530
Totals		57	231	248	158	454	40	1,155	17,420	56,978	57,900	197,500	42,420	\$ 596,386
Reimbursable Expenses (printing, postage, travel)								5,814				2,000	800	\$ 8,614
CIVIL ENGINEERING TOTAL								229,982	17,420	56,978	57,900	199,500	43,220	\$ 605,000

