

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfield, California, as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Fairfield, a municipal corporation (the "CITY") and GHD, Inc. ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This agreement shall be in effect through December 31, 2025; or until the scope of work is completed.

8) GOVERNING LAW AND VENUE. Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

9) ENTIRE AGREEMENT. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

10) COUNTERPARTS. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

11) NOTICES. This Agreement is managed and administered on the CITY's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the CITY using the following contact information:

CITY Contact: David Vong  
E-mail: dvong@fairfield.ca.gov  
Address: 1000 Webster Street, 3<sup>rd</sup> Floor, Fairfield, CA 94533  
Telephone: 707-428-7784

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: Matt Wargula, GHD Associate  
E-mail: Matt.Wargula@ghd.com  
Address: 2235 Mercury Way, Suite 150, Santa Rosa, CA 95405  
Telephone: 707-540-9689

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: \_\_\_\_\_

David Gassaway, Interim City Manager

CONSULTANT

By:  \_\_\_\_\_

Name/Title: William Silva, Vice President



2235 Mercury Way, Suite 150  
 Santa Rosa, CA 95405  
 USA  
 www.ghd.com

Our ref: 11178760

1 June 2022

Mr. George Hicks, Project Manager  
 City of Fairfield  
 1000 Webster Street  
 Fairfield, CA 94533

## W. Texas Complete Streets ATP and Fiber Optic Trunk-Line Communication System – Scope of Work for PS&E

Dear George,

The development of the W. Texas Complete Streets ATP Project (Project) is at a key juncture and GHD is pleased to provide this proposal for professional engineering design and services to advance the Project through to construction. The following is the proposed Amendment for the Project, as discussed with the City. The purpose of this Amendment is to provide the necessary framework to move beyond the Preliminary Approval and Environmental Document (PA&ED) phase and transition into final design of the project.

In addition, the City would like to implement a fiber optic trunk-line communication system as part of the ATP project along West Texas Street. The trunk-line would be installed along West Texas Street from Beck Avenue to Pennsylvania Avenue. The Fiber Optic conduit will be trenched along the South side of West Texas Street at the lip of gutter. The design plans will be developed with separate sheets showing the details of the fiber optics system so that it can readily be bid as an additive item and the separate sheets will be useful as a concise reference for the fiber optics system.

This Amendment replaces the previously approved Scope of Work from the original contract and will permit GHD to proceed into the Final Design (PS&E) and Right-of-way Phase. This proposal also includes bid phase support and engineering support during construction for the project.

GHD will be supported by the following subconsultants: WRT for landscape design, Cinquini & Passarino for supplemental survey and R/W engineering, Kathy Woods & Associates for R/W acquisition and Subtronic for potholing.

### Scope of Work - ATP Project

#### Task 1 – Administration and Project Management

This task includes project administration, coordination, kick-off and review meetings and quality control as stated in the following sub-sections:

##### *Task 1.1 Schedule and Budget Tracking*

##### *Task 1.2 Monthly Progress Reporting/Invoicing*

##### *Task 1.3 Project Meetings*

- Attend kick-off meeting to discuss overall project and goals.
- Attend bi-weekly remote recurring meetings (MS Teams) for a duration of ten (10) months.

Deliverables: Updated schedule, preparation of meeting agendas, notes, progress reports/invoices.

*Task 1.4 Quality Assurance/Quality Control (QA/QC)*

Prior to being submitted to the City for review, all deliverables will be reviewed by senior staff for Quality Assurance/Quality Control.

**Task 2 – Environmental Documentation (In Progress)**

**Task 3 – Preliminary Design (In Progress)**

**Task 4 – Right-of-Way Engineering and Acquisition**

*Task 4.1 Right of way Engineering*

Prepare Legal Descriptions and Plats for up to 54 Temporary Construction Easements (TCE's)

Deliverables: One draft and one final copy of the legal description and plat and closure calculations for the temporary construction easements.

*Task 4.2 Right of Way Coordination/General Consultation*

Coordination and general consulting services will consist of the following:

- Project meetings with staff as necessary (telephone conference may be appropriate)
- On-going consultation related to right of way issues and process.
- Coordination with appraisal sub-contractor

*Task 4.3 Appraisal Services*

The Scope of Work assumes approximately 40 valuation reports for approximately 54 Temporary Construction Easements (TCE's). The Appraisal Reports can be prepared in a "restricted format" subject to the following assumptions and conditions:

- The easements are standard non-complex low-value acquisitions
- No damages are involved (severance) such as impact on buildings, loss of access to business operations, permanent loss of parking etc.

"Restricted Format" appraisals are narrative reports in a simplified format that focus more narrowly on the requirements of the project, comparable sales data and analysis. There is less focus on general trends, and wider market analysis found in the full narrative report format. "Restricted Format" appraisal reports are commonly used on larger projects impacting multiple parcels with non-complex easement acquisitions and prove to be more cost-effective for the public agency.

- Appraisal services shall consist of the following:
- Appraisal inspections at the subject properties with the property owner

Preparation of a single "Restricted Format" Appraisal Report for each ownership per the Uniform Standards of Professional Appraisal Practice (USPAP) and in accordance with appropriate State Guidelines.

*Task 4.4 Property Acquisition/Negotiations*

Provide the following acquisition services:

- Accompany Appraiser on inspection dates and meet with owners where possible
- Create parcel files and maintain written diaries for each property
- Review preliminary title reports and assist with identification of property encumbrances
- Draft offer letters and all other required documentation for City's review and approval to present to owners including Offer Letter, Summary Statement, Appraisal Summary Statement, Right of Way Contract/TCE Agreement with exhibits, Conveyance Documents, (if the City determines to record the TCE's) and Acquisition Brochure
- Person to person negotiations and contacts with property owners

- Explanation to owners of their rights to claim up to \$5,000 as reimbursement of independent appraisal expenses under California Civil Code of Procedure Section 1263.025
- Coordination of title and/or escrow services (if required)
- Submittal of signed contracts for City approval
- File close-out and/or escrow close (if required)

Tasks 4.2 through 4.4 assume simple, non-complex acquisitions (no eminent domain) and no impacts to private property improvements other than driveway access.

## **Task 5 – Prepare Construction Documents**

### *Task 5.1 Design Survey (In Progress)*

#### *Task 5.2 Potholing*

Perform vacuum excavation of up to 12 potholes at proposed storm drain structures and up to 2 potholes that are 1' X 1' to a 10' depth to clear for future signal poles. The utility will be exposed using vacuum excavation. The point of excavation be marked by others. Measurements will be taken to the top of the utility. Excavated material will be removed from site, the pothole will be backfilled with CDF slurry to the surface in asphalt. Potholes in concrete will be saw cut and replaced with a 1' X 1' PCC patch.

#### *Task 5.3 Utility Coordination*

##### Utility Verification

We will review and utilize the utility data and base mapping obtained for the Water & Sewer Projects. If needed to address any gaps in utility information, additional notifications will be sent and mapping updated as needed.

##### Preliminary Utility Relocation Plan Coordination

This task addresses coordination of the preliminary utility company relocation plans with the plans for the project. The affected utility company will complete their relocation plans with input from GHD. Utility relocations are assumed to be completed prior to construction of the project by the utility purveyors' own forces. This task excludes preparation of relocation plans for City owned facilities. If it is necessary to perform some of the utility relocations simultaneously with the project construction, coordination of the phasing of utility relocations will be addressed in the Special Provisions and on the Stage Construction Plans.

#### *Task 5.4 - 65% Plans, Specifications and Estimates (PS&E)*

After addressing City comments during review, we will utilize the 35% plans prepared in the PA & ED phase as a base to prepare/update the following plan sheets:

- Title Sheet (1 Sheet)
- Legend & Notes (2 Sheets)
- Survey Control (1 Sheet)
- Typical Sections (4 Sheets)
- Construction Details (2 Sheets)
- Ramp Details at 10-scale (2 Sheets)
- Demolition at 20-scale (4 Sheets)
- Utilities at 20-scale (4 Sheets)
- Drainage Details (2 Sheets)
- Roadway Plan & Profile (Including Stormwater Treatment) at 20-Scale (11 Sheets)
- Signing & Striping 40-scale (3 Sheets)
- Traffic Signals at 20-scale (6 Sheets)
- Rectangular Rapid Flashing Beacon (1 Sheet)

- Signal Interconnect at 40-scale (3 Sheets)
- Lighting at 20-scale (6 Sheets)
- Lighting Details (1 Sheet)
- Planting Plans at 20-scale (4 Sheets)
- Planting Legend and Notes (1 Sheet)
- Planting Details (2 Sheets)
- Hardscape Details (1 Sheet)
- Irrigation Plans at 20-scale (4 Sheets)
- Irrigation Legend and Notes (1 Sheet)
- Irrigation Details (4 Sheets)
- Landscape Materials and Furnishings Plans and Details (4 Sheets)
- Erosion Control at 40-scale (3 Sheets)
- Traffic Staging at 40-scale (6 Sheets)
- Roadway Cross Sections at 40-scale (8 Sheets)

Deliverables: 65% Plans (91 Sheets) in PDF & Hardcopy Format

*Opinion of Probable Construction Cost Estimate (65%)*

A quantity take-off from the plans shall be performed for all items of work with initial design assumptions broken down and separated per plan sheet. The quantities derived from this take-off shall be placed in an Excel spreadsheet with notes showing assumptions. GHD shall submit a spreadsheet in electronic format.

Deliverables: Opinion of Probable Construction Cost in Excel and PDF formats

*Specifications (65%)*

Prepare technical specifications in City of Fairfield format that will be included in the bid package; the City shall provide their current Standard front end documents.

Deliverables: Technical specifications in MS Word and PDF formats

*Response to Comments (35%)*

Prepare response to comments log with responses for all City review comments received from the 35% plans and opinion of probable construction cost.

Deliverables: Log of comments and response in PDF format

*Task 5.5 - 95% PS&E*

Addressing City comments from the 65% submittal, prepare 95% plans and detail sheets; 95% cost estimate and technical specifications.

*Task 5.6 - Final PS&E*

Addressing City comments from the 95% submittal, prepare final plans and detail sheets; final cost estimate and technical specifications.

**Task 6 – Bid Phase Services**

*Task 6.1 - Pre-Bid Meeting*

Attend the pre-bid meeting (virtual) and support the City in answering questions from bidders

### Task 6.2 - Respond to Requests for Information (RFI)

Provide support to the City in response to formal RFI from potential bidders - up to three (3) separate responses

### Task 6.3 - Prepare Addenda

Provide support to the City to provide up to one (1) addendum package needed as a result of RFI's.

## Task 7 – Engineering Support during Construction

### Task 7.1 – Construction Support

Under this Task, engineering support will be provided on an as requested basis to respond to the requests of the Resident Engineer (RE). These requests include requests for information (up to 10 each), interpretation of plans and specifications, up to 5 plan changes and revisions, and other construction related requests.

### Task 7.2 – Submittal Review

GHD will review and respond to submittals. Up to thirty (30) submittals are included in this scope of work.

### Task 7.3 - As-builts

GHD will prepare record drawings based on the RE's as-built mark-ups for City records. The record drawings will be provided in .PDF and in AutoCAD 2017 (.dwg) format to the City for filing.

## Assumptions

- Pavement Design based on Pavement Investigation prepared by GHD dated April 11, 2019
- No Hydrology to be performed
- Hazardous materials/investigation not included
- Design of Gateway Element not included
- Title Reports Provided by the City
- TCE acquisitions assumed to be non-complex and not require eminent domain
- 35% plan Comments to be incorporated into 65% plans
- Detailed Traffic Handling/Traffic Control Plans to be prepared by Contractor

## Scope of Work - Fiber Optic Project

The scope is based on the installation one 4" schedule 80 HDPE conduit with inner-duct allowing the installation of a 144 strand single mode fiber optic cable (SMFO), as well as a 288 SMFO (dark) extending eastbound along West Texas Street from Beck Avenue to Pennsylvania Avenue. All connections to traffic signal cabinets will be made by pig-tail connections comprised of 12 SMFO fiber strands. See below:



The 4" communication conduits will be constructed observing minimum bending radii in conduit installation to protect the fiber strands. Based on City preference, and in order to minimize construction costs, fiber conduits are planned to be installed via open trench; otherwise horizontal directional drilling (HDD) of the conduits will be used.

The 4" conduit will be comprised of high density polyethylene (HDPE) material. Further details regarding GHD's scope are discussed below:

### **Task 1 – Project Management and Coordination**

This task includes additional support for the fiber optics work in relation to project administration, coordination, kick-off and review meetings, and quality control.

### **Task 5.2 – Potholing**

The location of fiber optics conduits can be field adjusted to some degree to avoid conflicts with other utilities. Therefore, the contractor will be required to locate and avoid most utilities during construction. However, the larger splice vaults are not so easily relocated in the field and therefore additional potholing is planned at strategic locations throughout the project area where utility conflicts could cause greater field relocation challenges. This task includes additional coordination with potholing subcontractor and additional field work to provide vacuum excavation utility location (potholing) services at select locations for the fiber optics line extents. Target utilities will be exposed using vacuum excavation. The utilities to be investigated will be identified on a site plan. Up to 10 additional pothole locations may be needed.

### **Task 5.7 – Basis of Design Technical Memorandum**

This task includes additional work to incorporate fiber optics preliminary findings and anticipated approach to the final design of the project into the Basis of Design Technical Memorandum. Fiber optics incorporation to the project will be evaluated under this task to denote construction related issues such as sequencing, traffic control, and operating hours.

### **Task 5.4, 5.5, 5.6 – Prepare Construction Documents**

GHD will prepare bid ready construction design drawings and technical specifications necessary to issue the project for bidding and construction. GHD will prepare the fiber optic communication system design plans in coordination with the ATP project.

### **Task 6– Bid Period Services**

GHD will provide additional bid period services for the fiber optic communication system components, including preparing addenda as necessary, and reviewing bids and providing input on the award recommendation memorandum.

### **Task 7 – Engineering Support during Construction**

GHD will provide additional engineering support to cover the additional construction effort of the fiber optic system.

### **Assumptions**

- Scope is limited to the conduits, pull boxes, splice vaults, wiring/cabling of the fiber optic communication system.
- Scope does not include the selection nor design of field installed ITS elements (signals, CCTV etc.) or other elements, or connectivity/integration with any city offices to include the Fairfield Transportation Center, the Civic Center, the Corporation Yard, nor the Allan Witt Park.

## **Project Schedule**

The project schedule will include bi-weekly progress meetings and updates to schedule from project kick-off meeting moving forward and assumes a 10-month design schedule.

## **Fee Estimate**

The estimated fee for professional services is \$1,350,505 for the ATP Project and \$199,613 for the Fiber Project for a Total of \$1,550,118. See attached fee breakdown of the estimated fee.

## **Closing**

It is assumed that upon agreement of the scope of work and fee for these professional services, the City and GHD will enter into a new agreement for these services.

If you have any questions or comments regarding this proposal, please feel free to call me at (707) 540-9689.

Sincerely,  
GHD Inc.

A handwritten signature in black ink that reads "Matthew J. Wargula". The signature is fluid and cursive, with the first name being the most prominent.

**Matt Wargula, P.E., T.E.**

Project Manager | A GHD Associate  
(707) 540-9689

Attachment:  
Fee Estimate Spreadsheet

**PROJECT FEE ESTIMATING SHEET**



Project Name: West Texas Street Complete Streets - ATP

City of Fairfield

Prepared by: C. Bretall

June 1, 2022

Reviewed by: M. Wargula

Job Number: 11178760

LABOR CATEGORY >  RATE >	GHD LABOR HOURS								*OTHER DIRECT COSTS	SUBCONSULTANT LABOR DOLLARS				
	PIC	Project/Design Manager	Sr. Traffic Engineer	Project Engineer	Staff Engineer	Technician	Project Coordinator	TOTAL GHD HOURS		WRT	C & P	Kathy Wood & Associates	Subtronic	TOTAL FEE
	\$265	\$220	\$220	\$170	\$140	\$90	\$140							
	/Hr	/Hr	/Hr	/Hr	/Hr	/Hr	/Hr							
<b>Task 1 - Administration and Project Management</b>														
1.1 - Schedule and Budget Control	20	40						60	\$390					\$14,490
1.2 - Monthly Progress Reporting/Invoicing		24					40	64	\$416	\$2,686				\$13,982
1.3 - Project Meetings	10	120	80		40			250	\$1,625	\$4,444				\$58,319
1.4 - Quality Assurance/Quality Control	16	40	20	40				116	\$754					\$24,994
<b>SUBTOTAL TASK 1</b>	<b>46</b>	<b>224</b>	<b>100</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>40</b>	<b>490</b>	<b>\$3,185</b>	<b>\$7,130</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$111,785</b>
<b>Task 2 - Environmental Documentation (In-progress)</b>														
<b>Task 3 - Preliminary Design (In-progress)</b>														
<b>Task 4 - Right-of-way Engineering and Acquisition</b>														
4.1 - R/W Engineering (54 Legals & Plats)		8		16	16	16		56	\$364		\$155,227			\$163,751
4.2 - R/W Coordination		16		8	8			32	\$208			\$8,913		\$15,121
4.3 - Appraisal Services		16		8	8			32	\$208		\$115,000			\$121,208
4.4 - Property Acquisition/Negotiation		16		8	8			32	\$208		\$100,050			\$106,258
<b>SUBTOTAL TASK 4</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>40</b>	<b>40</b>	<b>16</b>	<b>0</b>	<b>152</b>	<b>\$988</b>	<b>\$0</b>	<b>\$155,227</b>	<b>\$223,963</b>	<b>\$0</b>	<b>\$406,338</b>
<b>Task 5 - Prepare Construction Documents</b>														
5.1 - Design Survey (In Progress)								0	\$0					\$0
5.2 - Potholing		2		4	4			10	\$65			\$41,238		\$42,983
5.3 - Utility Coordination		10		20	20			50	\$325					\$8,725
5.4 - 65% Plans, Specifications & Estimates (PS&E)		284	173	338	653	276	16	1740	\$11,310	\$47,056				\$334,888
5.5 - 95% PS&E		237	142	268	519	221	8	1394	\$9,058	\$31,597				\$263,012
5.6 - Final PS&E		71	39	79	142	63	8	403	\$2,616	\$25,171				\$92,192
<b>SUBTOTAL TASK 5</b>	<b>0</b>	<b>604</b>	<b>354</b>	<b>709</b>	<b>1338</b>	<b>560</b>	<b>32</b>	<b>3596</b>	<b>\$23,374</b>	<b>\$103,824</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,238</b>	<b>\$741,800</b>
<b>Task 6 - Bid Phase Services</b>														
6.1 - Attend Pre-Bid Meeting		4	2	2				8	\$52					\$1,712
6.2 - Repsond to RFI's (3 max)		8	8	12	8		4	40	\$260					\$7,500
6.3 - Prepare Addenda (1 max)		8	8	12	8		4	40	\$260					\$7,500
<b>SUBTOTAL TASK 6</b>	<b>0</b>	<b>20</b>	<b>18</b>	<b>26</b>	<b>16</b>	<b>0</b>	<b>8</b>	<b>88</b>	<b>\$572</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,712</b>
<b>Task 7 - Engineering Suoport During Construction</b>														
7.1 - Construction Support (10 RFI's max)		24	16	16	12		24	92	\$598	\$27,538				\$44,696
7.2 - Submittal Review (30 max)		32	24	40				96	\$624					\$19,744
7.3 - Prepare As-builts		8	4	16	16	16		60	\$390					\$9,430
<b>SUBTOTAL TASK 7</b>	<b>0</b>	<b>64</b>	<b>44</b>	<b>72</b>	<b>28</b>	<b>16</b>	<b>24</b>	<b>248</b>	<b>\$1,612</b>	<b>\$27,538</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$73,870</b>
<b>PROJECT TOTALS</b>	<b>46</b>	<b>968</b>	<b>516</b>	<b>887</b>	<b>1,462</b>	<b>592</b>	<b>104</b>	<b>4,574</b>	<b>\$29,731</b>	<b>\$138,492</b>	<b>\$155,227</b>	<b>\$223,963</b>	<b>\$41,238</b>	<b>\$1,350,505</b>

\*OTHER DIRECT COSTS include telephone, mileage, printing, photocopies and other miscellaneous direct expenses.

Project Name: West Texas Complete Streets - Fiber Optic

Prepared by: Fedrico Hormozi

Reviewed by: Matt Wargula

Job Number: 11178760



TASKS	LABOR HOURS & COSTS							FEE COMPUTATION				
	LABOR CATEGORY >	Proj. Dir. / QA/QC	Project Manager	ITS Manager	ITS Project Engineer	Constr. Engineer	CAD / Graphics	TOTAL HOURS	Direct Labor Cost	*General Associated Project Cost (APC)	Sub-Consultants	TOTAL FEE
Task / Item	RATE >	\$255 /Hr	\$195 /Hr	\$260 /Hr	\$175 /Hr	\$155 /Hr	\$135 /Hr					
<b>Task 1 - Project Management and Coordination</b>												
1.1 - Internal Coordination and Administration			4	16	6			26	\$5,990	\$169		\$6,159
1.2 - Project Meetings			4	16	6			26	\$5,990	\$169		\$6,159
1.3 - Constructability Review and QA/QC	20						16	36	\$7,260	\$234		\$7,494
<b>SUBTOTAL TASK 1</b>	<b>20</b>	<b>8</b>	<b>32</b>	<b>12</b>	<b>0</b>	<b>16</b>	<b>88</b>	<b>\$19,240</b>	<b>\$572</b>	<b>\$0</b>	<b>\$19,812</b>	
<b>Task 5.2 - Potholing</b>												
5.2- Potholing					4		12	16	\$2,320	\$104	\$26,000	\$28,424
<b>SUBTOTAL TASK 5.2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>12</b>	<b>16</b>	<b>\$2,320</b>	<b>\$104</b>	<b>\$26,000</b>	<b>\$28,424</b>	
<b>Task 5.7 - Basis of Design Technical Memorandum</b>												
5.7 - Basis of Design Technical Memorandum		2	20	44	8	8	82	\$15,610	\$533		\$16,143	
<b>SUBTOTAL TASK 5.7</b>	<b>0</b>	<b>2</b>	<b>20</b>	<b>44</b>	<b>8</b>	<b>8</b>	<b>82</b>	<b>\$15,610</b>	<b>\$533</b>	<b>\$0</b>	<b>\$16,143</b>	
<b>Task 5 - Prepare Construction Documents</b>												
5.4 - 65% Plans, Specifications, and Estimate		2	14	120		86	222	\$ 36,640	\$1,443		\$38,083	
5.5 - 95% Plans, Specifications, and Estimate		2	24	120		28	174	\$ 31,410	\$1,131		\$32,541	
5.6 - Final Plans, Specifications, and Estimate		2	10	100		12	124	\$ 22,110	\$806		\$22,916	
<b>SUBTOTAL TASKS 5.4-5.6</b>	<b>0</b>	<b>6</b>	<b>48</b>	<b>340</b>	<b>0</b>	<b>126</b>	<b>520</b>	<b>\$90,160</b>	<b>\$3,380</b>	<b>\$0</b>	<b>\$93,540</b>	
<b>Task 6 - Bid Phase Services</b>												
6.1 Attend Pre-bid Meeting		8		8			16	\$2,960	\$104		\$3,064	
6.2 Respond to RFI's (3 max)		4	10	4		8	26	\$5,160	\$169		\$5,329	
6.3 Prepare Addenda (1 max)		4	10	4		8	26	\$5,160	\$169		\$5,329	
<b>SUBTOTAL TASK 6</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>68</b>	<b>\$13,280</b>	<b>\$442</b>	<b>\$0</b>	<b>\$13,722</b>	
<b>Task 7 - Engineering Support During Construction</b>												
7.1 - Construction Support (5 RFI's max)		4	14	28			46	\$9,320	\$299		\$9,619	
7.2 - Submittal Review (15 max)		6	16	24	8	16	70	\$12,930	\$455		\$13,385	
7.3 - Prepare As-builts		6		2		24	32	\$4,760	\$208		\$4,968	
<b>SUBTOTAL TASK 7</b>	<b>0</b>	<b>16</b>	<b>30</b>	<b>54</b>	<b>8</b>	<b>40</b>	<b>148</b>	<b>\$27,010</b>	<b>\$962</b>	<b>\$0</b>	<b>\$27,972</b>	
<b>PROJECT TOTALS</b>	<b>20</b>	<b>48</b>	<b>150</b>	<b>470</b>	<b>16</b>	<b>218</b>	<b>922</b>	<b>\$167,620</b>	<b>\$5,993</b>	<b>\$26,000</b>	<b>\$199,613</b>	

\*GENERAL ASSOCIATED PROJECT CHARGES include telephone, mileage, printing, photocopies and other miscellaneous direct expenses.

## **EXHIBIT "B"**

### **PAYMENT**

1) The cost for services rendered by CONSULTANT under this Agreement shall be based on CONSULTANT's schedule of hourly rates, attached with Exhibit A. Billings shall include the numbers of hours expended by each of the CONSULTANT's employees, plus reimbursables such as postage, delivery, reproduction, etc. Reimbursables shall be itemized on the billings. Total payment for consulting services shall not exceed \$1,550,118.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the City Engineer for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis.

## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work

performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY Indemnitees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County.

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

**EXHIBIT "D"**

**INSURANCE REQUIREMENTS**

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

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.

Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence

Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence

Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_

MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants

Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: [certificates-fairfield@riskworks.com](mailto:certificates-fairfield@riskworks.com). All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain

insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.