

**CITY OF SARATOGA  
STANDARD  
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made at Saratoga, California by and between the CITY OF SARATOGA, a municipal corporation ("City"), and BKF ENGINEERS, ("Contractor"), who agree as follows:

**RECITALS**

WHEREAS, City requires the services of a qualified contractor to provide the work product described in Exhibit A of this Agreement; and

WHEREAS, City lacks the qualified personnel to provide the specified work product; and

WHEREAS, Contractor is duly qualified to provide the required work product; and

WHEREAS, Contractor is agreeable to providing such work product on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. **RESULTS TO BE ACHIEVED** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the work product described in Exhibit A ("Scope of Work"). Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed Purchase Order from the Finance Department of the City of Saratoga.

2. **TERM** The term of this Agreement commences on December 1st, 2009 and extends through November 30, 2010 or the completion of the project, whichever occurs first, unless it is extended by written mutual agreement between the parties, provided that the parties retain the right to terminate this Agreement as provided in Exhibit D at all times.

3. **PAYMENT** City shall pay Contractor for work product produced pursuant to this Agreement at the time and in the manner set forth in Exhibit B ("Payment"). The payments specified in Exhibit B shall be the only payments to be made to Contractor in connection with Contractor's completion of the Scope of Work pursuant to this Agreement. Contractor shall submit all billings to City in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary

procedures and practices which Contractor uses for billing clients similar to City.

4. **FACILITIES AND EQUIPMENT** Except as set forth in Exhibit C ("Facilities and Equipment"), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

5. **GENERAL PROVISIONS** City and Contractor agree to and shall abide by the general provisions set forth in Exhibit D ("General Provisions"). In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the General Provisions.

6. **EXHIBITS** All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein and made a part of this Agreement.

7. **CONTRACT ADMINISTRATION** This Agreement shall be administered on behalf of City by Dave Anderson ("Administrator"). The Administrator has complete authority to receive information, interpret and define City's policies consistent with this Agreement, and communicate with Contractor concerning this Agreement. All correspondence and other communications shall be directed to or through the Administrator or his or her designee.

8. **NOTICES** All notices or communication concerning a party's compliance with the terms of this Agreement shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving Party. The Parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via telefacsimile. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any Party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth below until specified otherwise in writing:

Notices to Contractor shall be sent to:

Natalina Bernardi  
BKF Engineers  
4670 Willow Road, Suite 250  
Pleasanton, CA 94588

Notices to City shall be sent to:

Public Works Director  
City of Saratoga  
13777 Fruitvale Avenue  
Saratoga, CA 95070

With a copy (which copy shall not constitute notice) to:

City Clerk  
City of Saratoga  
13777 Fruitvale Avenue  
Saratoga, CA 95070

9. **ENTIRE AGREEMENT** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Contractor's completion of the Scope of Work on behalf of City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CONTRACTOR:

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

Date: \_\_\_\_\_

Print Name:

Position:

CITY OF SARATOGA, a municipal corporation

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

Name: Dave Anderson

Title: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney

Attachments

- Exhibit A -- Scope of Work
- Exhibit B -- Contract Payment and Reporting Schedule
- Exhibit C -- Facilities and Equipment
- Exhibit D -- General Provisions
- Exhibit E -- Insurance Requirements
- Exhibit F -- Caltrans Forms

**EXHIBIT A**

**SCOPE OF WORK**

See attached detail Scope of Services.

Hwy 9 Safety Improvements Phase 2 -Scope of Services  
BKF Job No. 20076049  
October 19, 2009  
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## EXHIBIT A

### SCOPE OF SERVICES

*Prepared for: Hwy 9 Safety Improvements – Phase 2  
City of Saratoga Los Gatos, and Monte Sereno*

#### **TASK 1 - PROJECT MANAGEMENT/TEAM LEADERSHIP**

- 1.1 **PROJECT KICK-OFF MEETING:** Notify affected agencies and administer a project “kick-off” meeting. This meeting to gain initial input about project goals, timetable, contacts, responsibilities, and schedules. BKF will document the meeting and distribute a meeting summary and participant list to attendees for review and comments.
- 1.2 **PUBLIC MEETINGS:** Two public meetings are anticipated during the project, one in Saratoga and one in Monte Sereno. It is anticipated the City will secure a location and time for the meetings as well as provide the necessary public notification. BKF will attend and lead the public forum. BKF will document the public comments and prepare a meeting summary for distribution to the design team and public agencies.
- 1.3 **COORDINATE DESIGN WITH TEAM MEMBERS AND CONSULTANTS:** Meet with the design team and Client representatives to refine the project scope and establish the design schedule including milestones. Convey specific design demands to team members and consultants so as to achieve the desired product of the client. Manage the design team relating to the scope, schedule and design fee of the project.

#### **TASK 2 - PRELIMINARY INVESTIGATIONS, DATA COLLECTIONS, AND CONCEPTUAL DESIGN ALTERNATIVES**

- 2.1 **TOPOGRAPHIC SURVEYING:** Topographic features will be defined by spot elevations on sections at approx. 50’ intervals and conform locations. Planimetric features such as curbs, walks, driveways, buildings, fences, walls, signs, trees and utility structures will be measured. Utility lines will be plotted from record information provided and surface evidence. The limits of the topographic survey will be from the shoulder of Hwy 9 to the approximate Caltrans Right of Way adjacent to the 14 proposed design segments. Aerial surveys provided by the City will be incorporated in the background of the topographic base maps. Project base sheets will be prepared using the existing available information from agencies and the topographic surveys. No boundary survey is included in this Scope of Work.

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2.2 CONDUCT GEOTECHNICAL INVESTIGATIONS TO SUPPORT RETAINING WALLS:

2.2.1. Research and Data Collection: Review of additional available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB.

Permits/USA Clearances: We will comply with local permit requirements. We assume that a Caltrans and any private encroachment permit will be provided by the Agency. We will field locate the borings and call for USA clearance.

2.2.2. Field Exploration: The boring program is provided in the table below.

<i>Project Element</i>	<i>Number of Borings</i>	<i>Approximate Depths</i>
Segment 1, 2 & 3 - Primarily roadway work.	5	3'
Segments 4-14, retaining walls (6400 feet)	21	15'

These explorations will provide an evaluation of subsurface conditions for the proposed roadway portion and the retaining wall foundations of the project. The boring locations will depend upon the available access and any boring data from previous studies. We anticipate using a truck mounted drill rig for our work. Some traffic control is assumed at this time in areas where necessary.

Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements. Generally the borings are required to be backfilled with cement grout.

2.2.3. Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, R-value tests, corrosion tests and Plasticity Index test, as necessary.

2.2.4. Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the proposed retaining walls and new pavement design. There may be a need to review with Caltrans (Type selection) of any non-standard walls that may be proposed for the project.

2.2.5. Prepare Draft Geotechnical Design and Materials Report: Prepare preliminary recommendations for retaining walls and for pavement sections as per Caltrans guidelines.

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- 2.2.6. Prepare Final Geotechnical Design and Materials Report: Prepare detail report including design recommendations for embankment foundation, parking facility, and pavement sections. Also specified in the report will be information on recommended slopes, groundwater conditions, corrosion evaluations, etc.
- 2.2.7. Using the project plans as a base map, we will provide boring logs, unless otherwise specified standard LOTB will be provided.
- 2.2.8. Design Review Consultation through final design. Assist design team during design review process and attend meetings(if necessary)
- 2.3 GATHER SITE INFORMATION. Retrieve existing site improvement plans, CAD files, and relative information regarding existing site conditions. Using record plans, maps and studies (provided by agencies) update and supplement the project base sheets.
- 2.4 UTILITY COORDINATION: Request information from dry utilities (electric, gas, telephone, cable) on existing facilities, maps and discuss any possible capital improvements within the project limits. Coordinate with wet utilities (water, sewer, and storm drain) to gather existing facility maps and discuss any possible capital improvements or replacement of existing facilities in the project limits.
- 2.5 DEVELOP CONCEPTS: Using the project base sheets, the design team will begin preparation of conceptual design alternatives for each segment for the project showing:
  - 2.5.1. Approximate location of improvements and impacts to existing facilities, properties, and vegetation
  - 2.5.2. Cross Sections and details at critical locations showing both the vertical and horizontal opportunities and constraints
  - 2.5.3. Use of non-standard retaining walls will require coordination and approval from Caltrans, including preparation of a Retaining Wall Type Selection Memorandum and attendance of a Type Selection Meeting.
- 2.6 CONCEPTUAL SITE WALK: BKF will conduct a site walk with the City to evaluate the viability of the design concepts generated in Task 2.5.
- 2.7 REFINE CONCEPTS: The design team will refine the conceptual alternatives based on the results from the site walk.
- 2.8 PUBLIC MEETING PREPARATION: BKF will prepare exhibits of the project alternatives for presentation at two public meetings. The exhibits will show information about potential impacts to properties adjacent to the project. Conceptual construction

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costs associated with each alternative will be available at the meetings so the public can understand the financial constraints.

**TASK 3 - 60 % CONSTRUCTION DOCUMENT PLAN PACKAGE**

- 3.1 **CONCEPT REFINEMENT:** Design team will summarize the input generated from the Public Meetings in Task II. Using this input, new conceptual designs will be prepared and evaluated.
- 3.2 **CONCEPTUAL PLAN SUBMITTAL:** The design team will submit to the City a revised conceptual plan package for review and comment.
- 3.3 **CITY MEETING:** BKF will meet with the City and the agencies to discuss, modify and agree to the preferred alternative for each segment. These concepts will be used for the basis of design for the remainder of the project.
- 3.4 **CEQA DOCUMENTS:** Environmental consultant will conduct a site walk with design team and city. Environmental consultant will attend field review meeting with Caltrans.
- 3.5 **60% PLAN, SPECIFICATIONS, AND ESTIMATES:** Using the concepts agreed upon in Task 3.3, the design team will prepare a 60% Construction Document Plan Package which will include:
  - 3.5.1. Cover Sheet, General Notes, and Key Maps
  - 3.5.2. Prepare 1" = 20' scale plan view design sheets showing:
    - 3.5.2.1. Demolition identifying specific items that are to be removed, relocated, or salvaged by the contractor showing type and limits to be removed
    - 3.5.2.2. Layout showing horizontal alignments
    - 3.5.2.3. Grading for vertical control of improvements
  - 3.5.3. Retaining wall plan and profile sheets showing location and heights of walls
  - 3.5.4. Details and Sections showing cross sections and details at key locations to clearly indicate the intent of the design
  - 3.5.5. Traffic Handling Plan showing the phasing and type of traffic handling to be used during construction for segments adjacent to the roadway or pedestrian traveled way.

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- 3.5.6. Outline of Technical Specifications for the project
- 3.5.7. Prepare Construction Cost Estimate using the 60% Plans and Specifications
- 3.6 60% PS&E SUBMITTAL: The Design team will assemble and coordinate an in-house Quality Control review of the 60% PS&E package. The team will refine the package and submit to the City for review and comment
- 3.7 60% PS&E REVIEW MEETING: The design team will meet with the City to discuss their internal review and comments. Items needing additional clarification will be identified and addressed by the team.
- 3.8 SITE VISITS: BKF in coordination with City Staff will meet with the property owners adjacent to the project limits on-site to discuss and identify concerns. BKF will summarize the property owners concerns and submit to the City for direction on whether or not to incorporate into the 60% PS&E design.

**TASK 4 - 90 % CONSTRUCTION DOCUMENT PLAN PACKAGE**

- 4.1 CITY MEETING: BKF will meet with the City to discuss the findings of the meetings conducted with the individual property owners. Items discussed in the field will be evaluated and the possibility of incorporation into the construction documents determined.
- 4.2 90% PS&E PACKAGE: Revise 60% PS&E Plan Package incorporating written comments provided by City and prepare 90% PS&E Package which will include:
  - 4.2.1. Cover Sheet, General Notes, and Key Maps
  - 4.2.2. Prepare 20 scale Plan view design sheets showing:
    - 4.2.2.1. Demolition
    - 4.2.2.2. Layout
    - 4.2.2.3. Grading
  - 4.2.3. Retaining wall plan and profile sheets
  - 4.2.4. Details and Sections sheets necessary to show intent of design
  - 4.2.5. Traffic Handling Plans
  - 4.2.6. Specifications

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4.2.7. Construction Cost Estimate based on 90% Plans and Specifications

- 4.3 90% PS&E SUBMITTAL: The design team will assemble and coordinate an in-house quality control review of the 90% PS&E package. The team will update the package and submit to the City for review and comment.
- 4.4 REVIEW MEETING: BKF will meet with the City to discuss 90% PS&E review comments.

**TASK 5 - 100 % CONSTRUCTION DOCUMENT PLAN PACKAGE**

- 5.1 100% PS&E PLAN PACKAGE: Modify the 90% PS&E Plan Package incorporating written comments on the provided by City and prepare 100% PS&E Package for bidding.
- 5.2 100% PS&E SUBMITTAL: The design team will assemble the final PS&E Bid Ready documents and provide the City the package in both hard copy and electronic form (PDF, MS Word, MS Excel, and AutoCAD).

**TASK 6 - BIDDING PHASE**

- 6.1 PRE-BID MEETING. Administer and record pre-bid Meeting.
- 6.2 DESIGN CLARIFICATIONS. During the bidding phase, provide office consultation to bidding contractors. Provide formal clarifications issued in writing to all bidding contractors.

**TASK 7 - CONSTRUCTION SERVICES**

- 7.1 PRE-CONSTRUCTION MEETING. Attend and document Pre-construction meeting with agencies, contractor and utility companies.
- 7.2 SITE MEETINGS: Attend site meetings as coordinated by the City for individual property owners adjacent to the project. Meeting will be to discuss the construction efforts and identify any concerns.
- 7.3 RFI and CHANGE ORDERS: The design team will review and respond promptly to contractor RFI submitted via the City's Construction Manager. Change Orders submitted to the City will be evaluated by the design team.
- 7.4 RECORD DRAWINGS: Prepare record drawings based on the City supplied Contractor's red lined drawings for each segment. Record Drawings will be provided to the City on Mylar as well as an electronic copy in AutoCAD format.

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**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***(All Segments without San Tomas Aquino Creek Bridge)***

Revised: 11/2/09

***Hwy 9 Safety Improvements Project Phase 2***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60% Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK Rate/hr	PIC \$ 188	PM \$ 158	Eng III \$ 132	Eng II \$ 116	Eng I \$ 101	Tech \$ -	Draft \$ -	Surv \$ 227	Total Hours	Cost
Task 1	0	86	0	0	0	0	0	0	86	\$ 13,588
Task 2	14	84.5	27	36	267	0	0	118	546.5	\$ 77,476
Task 3	14	121	26	32	411	0	0	12	616	\$ 73,129
Task 4	15	65	6	54	392	0	0	8	540	\$ 61,554
Task 5	14	35	0	8	190	0	0	0	247	\$ 28,280
Task 6	0	21	14	0	14	0	0	0	49	\$ 6,580
Task 7	0	36	14	0	42	0	0	0	92	\$ 11,778
<b>BKF Subtotal</b>	<b>57</b>	<b>448.5</b>	<b>87</b>	<b>130</b>	<b>1316</b>	<b>0</b>	<b>0</b>	<b>138</b>	<b>2,176.5</b>	<b>\$ 272,385</b>
<b>Reimbursable Expenses:</b>										
	Printing		4.0% of professional fees							\$ 10,895
	Delivery/ Mileage		4.0% of professional fees							\$ 10,895
<b>Total Reimbursable Budget</b>										<b>\$ 21,791</b>
<b>Subconsultants:</b>										
	1 David Powers and Associates - Environmental Engineering									\$ 42,000
	2 Biggs Cardosa Associates - Structural Engineering - Retaining Walls Only									\$ 122,962
	3 Parikh Consultants Inc - Geotechnical Engineering (Retaining Walls)									\$ 39,100
<b>Total Subconsultant Budget</b>										<b>\$ 204,062</b>
<b>Total Budget</b>										<b>\$ 498,238</b>

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

See Page 2 for Project Assumptions and Exclusions.

**Project Assumptions and Exclusions:**

1. *It is assumed that the design work will be completed in one phase.*
2. *It is assumed that the retaining walls will be located within Caltrans ROW and are subject to Caltrans review and approval.*
3. *Retaining walls are assumed to incorporate baseline aesthetic treatments in the form of colored concrete and/or standard retaining walls. Enhanced aesthetic treatments beyond baseline concepts for retaining walls is outside the scope and shall be considered extra work.*
4. *The geotechnical program will be in accordance with Caltrans standards and borings are generally required at about 300' spacing. Considering the uniform cuts and relatively short heights the boring are proposed to be spaced at about 400 feet. The borings are estimated to be 3 times the height and therefore the maximum depth is about 15 feet.*
5. *Project will not include work within creeks, drainages or wetlands. It is anticipated the San Tomas Aquino Creek crossing will not be included in this phase of work.*
6. *Project qualifies for a Categorical Exemption under CEQA. It is anticipated that a new Field Review will be necessary.*
7. *Assume the project NEPA is complete. Scope of work assumes no studies or tasks for NEPA since Caltrans has completed NEPA process (Categorical Exclusion dated 2/8/08).*
8. *Surveys for threatened /endangered/ special status species will not be needed*
9. *Surface archeological testing will not be required.*
10. *Historic evaluations of structures and/or buildings will not be required.*
11. *No cultural resources will be impacted by the project*
12. *This proposal does not anticipate any acquisition needs and does not include any fees associated with fee acquisition, legal descriptions, boundary or right of way surveys.*
13. *The need of this project is based on safety; operational analysis, including traffic counts, modeling, and forecasting is excluded.*
14. *Any design for 3rd party utility relocation (telephone, communications, PG&E, etc.) shall be considered extra work.*
15. *It is anticipated that pedestrian access for segment 9 will be provided by an ADA accessible walkway. Any additional structural requirements for ramps, retaining walls, or miscellaneous access structures shall be considered extra work.*
16. *It is assumed that the Project will not require preparation of a DIB 78.*
17. *It is assumed that the Project will not require preparation of a Longitudinal or Transversal Utility Exception Report*
18. *It is assumed that the project will not require modifications to signalized intersections.*
19. *It is assumed that the Project will not require preparation of a Traffic Management Plan*
20. *It is assumed that the Project will not require preparation of a Hydraulic/Floodplain Study Report*
21. *It is assumed that the City of Saratoga will be CEQA Lead Agency*
22. *Project design units will be imperial (feet).*
23. *It is assumed that the Project will not require Caltrans' ABC Mapping.*
24. *Potholing has been excluded from this scope of fee and services.*
25. *This proposal does not include any intersection modifications at Hwy 9 and Austin or Hwy 9 and Quito including any modifications to the existing traffic signals.*
26. *It is assumed that no utility relocation plans or coordination will be necessary.*
27. *Project will not impact parks*

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 1: Vickery to Mendelsohn***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6	\$ 948	
Task 2	1	5	1	0	11	0	0	4	22	\$ 3,129	
Task 3	1	4	1	0	15	0	0	0	21	\$ 2,467	
Task 4	1	3	0	2	12	0	0	0	18	\$ 2,106	
Task 5	1	1	0	0	8	0	0	0	10	\$ 1,154	
Task 6	0	1.5	1	0	1	0	0	0	4	\$ 470	
Task 7	0	1.5	1	0	3	0	0	0	6	\$ 672	
BKF	4	22	4	2	50	0	0	4	86		
Subtotal	\$752	\$3,476	\$528	\$232	\$5,050	\$0	\$0	\$908		\$ 10,946	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	438
Delivery/ Mileage			4.0% of professional fees							\$	438
<b>Total Reimbursable Budget</b>										\$ 876	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	-	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	-	
<b>Total Subconsultant Budget</b>										\$ 3,000	
<b>Total Budget</b>										\$ 14,822	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1		1							1	\$	158
Task 1.2		1							1	\$	158
Task 1.3		4							4	\$	632
Subtotal	0	6	0	0	0	0	0	0	6	\$	948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)										
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls										
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans										
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)										
Task 2.5	Develop Conceptual Design Alternatives										
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives										
Task 2.7	Refine Conceptual Design Alternatives										
Task 2.8	Prepare Exhibits for Public Meeting										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1			1			4	6	\$	1,167
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)							0	\$	-
Task 2.3					1				1	\$	101
Task 2.4			1		1				2	\$	233
Task 2.5	1	1			2				4	\$	548
Task 2.6		1							1	\$	158
Task 2.7		1			4				5	\$	562
Task 2.8		1			2				3	\$	360
Subtotal	1	5	1	0	11	0	0	4	22	\$	3,129

**Task 3 60 % Construction Documents Package Preparation**

Task 3.1	Refine Conceptual Design Alternatives to incorporate Public Input										
Task 3.2	Submit Refined Concept Design to City for Review										
Task 3.3	Meet with City to confirm final Conceptual Design										
Task 3.4	Prepare CEQA Categorical Exemption										
Task 3.5	Prepare 60% PS&E Documents										
Task 3.5.1	Prepare Cover Sheet, General Notes and Key Maps										
Task 3.5.2	Prepare Plan View Design Drawings										
Task 3.5.3	Prepare Retaining Wall Plans including profiles										
Task 3.5.4	Prepare Detail Sheets and Sections										
Task 3.5.5	Prepare Traffic Handling Plan										
Task 3.5.6	Prepare Outline of Specifications										
Task 3.5.7	Prepare Construction Cost Estimate										
Task 3.6	Submit 60 % PS&E Package to City for Review										
Task 3.7	Meet with City to discuss 60% Review Comments										
Task 3.8	Site Visits with Property Owners On-Site (1 Individual Owner anticipated)										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$	334
Task 3.2					1				1	\$	101
Task 3.3		0.5							0.5	\$	79
Task 3.4		David Powers and Associates(see fee in summary)								\$	-
Task 3.5	1	1			10				12	\$	1,356
Task 3.6		1			2				3	\$	360
Task 3.7		0.5							0.5	\$	79
Task 3.8		1							1	\$	158
Subtotal	1	4	1	0	15	0	0	0	21	\$	2,467

**Task 4** 90% Construction Documents Package Preparation

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	1		2	10				14	\$ 1,588
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	
Subtotal	1	3	0	2	12	0	0	0	18	\$ 2,106

**Task 5** 100% Construction Documents Package Preparation

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	1			6				8	\$ 952
Task 5.2					2				2	\$ 202
Subtotal	1	1	0	0	8	0	0	0	10	\$ 1,154

**Task 6** Bidding Services

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7** Construction Services

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (1 Individual Owner anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		0.5							0.5	\$ 79
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	1.5	1	0	3	0	0	0	5.5	\$ 672



**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 2: Three Oaks - Fruitvale***

Task 1	Project Management/Team Leadership
Task 2	Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
Task 3	60 % Construction Documents Package Preparation
Task 4	90% Construction Documents Package Preparation
Task 5	100% Construction Documents Package Preparation
Task 6	Bidding Services
Task 7	Construction Services

TASK Rate/hr	PIC \$ 188	PM \$ 158	Eng III \$ 132	Eng II \$ 116	Eng I \$ 101	Tech \$ -	Draft \$ -	Surv \$ 227	Total Hours	Cost
Task 1	0	6	0	0	0	0	0	0	6	\$ 948
Task 2	1	6.5	1	8	23	0	0	8	48	\$ 6,414
Task 3	1	15	1	2	29	0	0	0	48	\$ 5,851
Task 4	1	4	0	6	34	0	0	0	45	\$ 4,950
Task 5	1	2	0	0	18	0	0	0	21	\$ 2,322
Task 6	0	1.5	1	0	1	0	0	0	4	\$ 470
Task 7	0	7	1	0	3	0	0	0	11	\$ 1,541
BKF Subtotal	4	42	4	16	108	0	0	8	182	\$ 22,496
<b>Reimbursable Expenses:</b>										
Printing			4.0% of professional fees							\$ 900
Delivery/ Mileage			4.0% of professional fees							\$ 900
<b>Total Reimbursable Budget</b>										\$ 1,800
<b>Subconsultants:</b>										
1 David Powers and Associates - Environmental Engineering									\$ 3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$ -	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$ -	
<b>Total Subconsultant Budget</b>										\$ 3,000
<b>Total Budget</b>										\$ 27,296

Legend

PIC	Principal in Charge	Eng I	Engineer I
PM	Project Manager	Surv	Survey Field Crew
Eng III	Engineer III		
Eng II	Engineer II		

**Task 1 Project Management/Team Leadership**

- Task 1.1 Kick-Off Meeting
- Task 1.2 Public Meetings (2 Total)
- Task 1.3 Coordinate Design with Team Members and Consultants

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 1.1		1							1	\$ 158
Task 1.2		1							1	\$ 158
Task 1.3		4							4	\$ 632
Subtotal	0	6	0	0	0	0	0	0	6	\$ 948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

- Task 2.1 Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)
- Task 2.2 Conduct Geotechnical Investigations to support Retaining Walls
- Task 2.3 Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans
- Task 2.4 Request/Collect/Review Available Utility Record Information (as needed)
- Task 2.5 Develop Conceptual Design Alternatives
- Task 2.6 Perform Site Visit with City to Verify Conceptual Design Alternatives
- Task 2.7 Refine Conceptual Design Alternatives
- Task 2.8 Prepare Exhibits for Public Meeting

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1.5			1			8	10.5	\$ 2,154	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)							0		
Task 2.3					1				1	\$ 101	
Task 2.4			1		1				2	\$ 233	
Task 2.5	1	2		4	12				19	\$ 2,180	
Task 2.6		1							1	\$ 158	
Task 2.7		1		2	4				7	\$ 794	
Task 2.8		1		2	4				7	\$ 794	
Subtotal	1	6.5	1	8	23	0	0	8	47.5	\$ 6,414	

**Task 3 60 % Construction Documents Package Preparation**

- Task 3.1 Refine Conceptual Design Alternatives to incorporate Public Input
- Task 3.2 Submit Refined Concept Design to City for Review
- Task 3.3 Meet with City to confirm final Conceptual Design
- Task 3.4 Prepare CEQA Categorical Exemption
- Task 3.5 Prepare 60% PS&E Documents
  - Task 3.5.1 Prepare Cover Sheet, General Notes and Key Maps
  - Task 3.5.2 Prepare Plan View Design Drawings
  - Task 3.5.3 Prepare Retaining Wall Plans including profiles
  - Task 3.5.4 Prepare Detail Sheets and Sections
  - Task 3.5.5 Prepare Traffic Handling Plan
  - Task 3.5.6 Prepare Outline of Specifications
  - Task 3.5.7 Prepare Construction Cost Estimate
- Task 3.6 Submit 60 % PS&E Package to City for Review
- Task 3.7 Meet with City to discuss 60% Review Comments
- Task 3.8 Site Visits with Property Owners On-Site (11 Individual Owners anticipated)

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$ 334	
Task 3.2					1				1	\$ 101	
Task 3.3		0.5							0.5	\$ 79	
Task 3.4		David Powers and Associates(see fee in summary)							0		
Task 3.5	1	2		2	24				29	\$ 3,160	
Task 3.6		1			2				3	\$ 360	
Task 3.7		0.5							0.5	\$ 79	
Task 3.8		11							11	\$ 1,738	
Subtotal	1	15	1	2	29	0	0	0	48	\$ 5,851	

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	2		6	32				41	\$ 4,432
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	4	0	6	34	0	0	0	45	\$ 4,950

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	1			16				18	\$ 1,962
Task 5.2		1			2				3	\$ 360
Subtotal	1	2	0	0	18	0	0	0	21	\$ 2,322

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (11 Individual Owners anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		6							6	\$ 948
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	7	1	0	3	0	0	0	11	\$ 1,541

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 3: Fruitvale - Via Colina***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6.0	\$ 948	
Task 2	1	6	2	2	21	0	0	16	48.0	\$ 7,385	
Task 3	1	12	1	2	28	0	0	0	44.0	\$ 5,276	
Task 4	1	4	0	4	34	0	0	0	43.0	\$ 4,718	
Task 5	1	2	0	2	18	0	0	0	23.0	\$ 2,554	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	5	1	0	3	0	0	0	9.0	\$ 1,225	
BKF	4	36.5	5	10	105	0	0	16	176.5		
Subtotal	\$752	\$5,767	\$660	\$1,160	\$10,605	\$0	\$0	\$3,632		\$ 22,576	
<b>Reimbursable Expenses:</b>											
	Printing		4.0%	of professional fees							\$ 903
	Delivery/ Mileage		4.0%	of professional fees							\$ 903
<b>Total Reimbursable Budget</b>										\$ 1,806	
<b>Subconsultants:</b>											
	1 David Powers and Associates - Environmental Engineering									\$ 3,000	
	2 Biggs Cardosa Associates - Structural Engineering									\$ -	
	3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$ -	
<b>Total Subconsultant Budget</b>										\$ 3,000	
<b>Total Budget</b>										\$ 27,382	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1	0	1							1	\$	158
Task 1.2		1							1	\$	158
Task 1.3	0	4							4	\$	632
Subtotal	0	6	0	0	0	0	0	0	6	\$	948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)										
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls										
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans										
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)										
Task 2.5	Develop Conceptual Design Alternatives										
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives										
Task 2.7	Refine Conceptual Design Alternatives										
Task 2.8	Prepare Exhibits for Public Meeting										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1			1			16	18	\$	3,891
Task 2.2	Parikh Consultants, Inc.(see fee under optional services in summary)										
Task 2.3					1				1	\$	101
Task 2.4			1		1				2	\$	233
Task 2.5	1	2			12				15	\$	1,716
Task 2.6		1	1						2	\$	290
Task 2.7		1		2	4				7	\$	794
Task 2.8		1			2				3	\$	360
Subtotal	1	6	2	2	21	0	0	16	48	\$	7,385

**Task 3 60 % Construction Documents Package Preparation**

Task 3.1	Refine Conceptual Design Alternatives to incorporate Public Input										
Task 3.2	Submit Refined Concept Design to City for Review										
Task 3.3	Meet with City to confirm final Conceptual Design										
Task 3.4	Prepare CEQA Categorical Exemption										
Task 3.5	Prepare 60% PS&E Documents										
Task 3.5.1	Prepare Cover Sheet, General Notes and Key Maps										
Task 3.5.2	Prepare Plan View Design Drawings										
Task 3.5.3	Prepare Retaining Wall Plans including profiles										
Task 3.5.4	Prepare Detail Sheets and Sections										
Task 3.5.5	Prepare Traffic Handling Plan										
Task 3.5.6	Prepare Outline of Specifications										
Task 3.5.7	Prepare Construction Cost Estimate										
Task 3.6	Submit 60 % PS&E Package to City for Review										
Task 3.7	Meet with City to discuss 60% Review Comments										
Task 3.8	Site Visits with Property Owners On-Site (8 Individual Owners anticipated)										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$	334
Task 3.2									0	\$	-
Task 3.3		0.5							0.5	\$	79
Task 3.4	David Powers and Associates(see fee in summary)										
Task 3.5	1	2		2	24				29	\$	3,160
Task 3.6		1			2				3	\$	360
Task 3.7		0.5							0.5	\$	79
Task 3.8		8							8	\$	1,264
Subtotal	1	12	1	2	28	0	0	0	44	\$	5,276

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	2		4	32				39	\$ 4,200
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	4	0	4	34	0	0	0	43	\$ 4,718

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	1		2	16				20	\$ 2,194
Task 5.2		1			2				3	\$ 360
Subtotal	1	2	0	2	18	0	0	0	23	\$ 2,554

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (8 Individual Owners anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		4							4	\$ 632
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	5	1	0	3	0	0	0	9	\$ 1,225

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 4: Via Colina - El Camino Real***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227	Hours		
Task 1	0	6	0	0	0	0	0	0	6	\$ 948	
Task 2	1	6	2	2	13	0	0	8	32	\$ 4,761	
Task 3	1	7	1	2	17	0	0	0	28	\$ 3,375	
Task 4	1	3	0	2	18	0	0	0	24	\$ 2,712	
Task 5	1	2	0	0	10	0	0	0	13	\$ 1,514	
Task 6	0	1.5	1	0	1	0	0	0	4	\$ 470	
Task 7	0	2.5	1	0	3	0	0	0	7	\$ 830	
BKF	4	28	5	6	62	0	0	8	113		
Subtotal	\$752	\$4,424	\$660	\$696	\$6,262	\$0	\$0	\$1,816		\$ 14,610	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	584
Delivery/ Mileage			4.0% of professional fees							\$	584
<b>Total Reimbursable Budget</b>										\$ 1,169	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	9,840	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	3,720	
<b>Total Subconsultant Budget</b>										\$ 16,560	
<b>Total Budget</b>										\$ 32,339	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1		1							1	\$	158
Task 1.2		1							1	\$	158
Task 1.3		4							4	\$	632
Subtotal	0	6	0	0	0	0	0	0	6	\$	948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)										
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls										
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans										
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)										
Task 2.5	Develop Conceptual Design Alternatives										
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives										
Task 2.7	Refine Conceptual Design Alternatives										
Task 2.8	Prepare Exhibits for Public Meeting										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1			1			8	10	\$	2,075
Task 2.2	Parikh Consultants, Inc.(see fee under optional services in summary)										
Task 2.3					1				1	\$	101
Task 2.4			1		1				2	\$	233
Task 2.5	1	2			4				7	\$	908
Task 2.6		1	1						2	\$	290
Task 2.7		1		2	4				7	\$	794
Task 2.8		1			2				3	\$	360
Subtotal	1	6	2	2	13	0	0	8	32	\$	4,761

**Task 3 60 % Construction Documents Package Preparation**

Task 3.1	Refine Conceptual Design Alternatives to incorporate Public Input										
Task 3.2	Submit Refined Concept Design to City for Review										
Task 3.3	Meet with City to confirm final Conceptual Design										
Task 3.4	Prepare CEQA Categorical Exemption										
Task 3.5	Prepare 60% PS&E Documents										
Task 3.5.1	Prepare Cover Sheet, General Notes and Key Maps										
Task 3.5.2	Prepare Plan View Design Drawings										
Task 3.5.3	Prepare Retaining Wall Plans including profiles										
Task 3.5.4	Prepare Detail Sheets and Sections										
Task 3.5.5	Prepare Traffic Handling Plan										
Task 3.5.6	Prepare Outline of Specifications										
Task 3.5.7	Prepare Construction Cost Estimate										
Task 3.6	Submit 60 % PS&E Package to City for Review										
Task 3.7	Meet with City to discuss 60% Review Comments										
Task 3.8	Site Visits with Property Owners On-Site (3 Individual Owners anticipated)										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$	334
Task 3.2					1				1	\$	101
Task 3.3		0.5							0.5	\$	79
Task 3.4	David Powers and Associates(see fee in summary)										
Task 3.5	1	2		2	12				17	\$	1,948
Task 3.6		1			2				3	\$	360
Task 3.7		0.5							0.5	\$	79
Task 3.8		3							3	\$	474
Subtotal	1	7	1	2	17	0	0	0	28	\$	3,375



**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	1		2	16				20	\$ 2,194
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	3	0	2	18	0	0	0	24	\$ 2,712

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	1			8				10	\$ 1,154
Task 5.2		1			2				3	\$ 360
Subtotal	1	2	0	0	10	0	0	0	13	\$ 1,514

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (3 Individual Owners anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		1.5							1.5	\$ 237
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	2.5	1	0	3	0	0	0	6.5	\$ 830

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 5: Austin - Quito***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6.0	\$ 948	
Task 2	1	6	2	4	21	0	0	8	42.0	\$ 5,801	
Task 3	1	5	1	6	45	0	0	0	58.0	\$ 6,351	
Task 4	1	4	0	4	34	0	0	0	43.0	\$ 4,718	
Task 5	1	3	0	0	18	0	0	0	22.0	\$ 2,480	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	1.5	1	0	3	0	0	0	5.5	\$ 672	
BKF	4	27	5	14	122	0	0	8	180		
Subtotal	\$752	\$4,266	\$660	\$1,624	\$12,322	\$0	\$0	\$1,816		\$ 21,440	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	858
Delivery/ Mileage			4.0% of professional fees							\$	858
<b>Total Reimbursable Budget</b>										\$ 1,715	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	24,720	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	5,580	
<b>Total Subconsultant Budget</b>										\$ 33,300	
<b>Total Budget</b>										\$ 56,455	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1		1							1	\$	158
Task 1.2		1							1	\$	158
Task 1.3		4							4	\$	632
Subtotal	0	6	0	0	0	0	0	0	6	\$	948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)											
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls											
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans											
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)											
Task 2.5	Develop Conceptual Design Alternatives											
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives											
Task 2.7	Refine Conceptual Design Alternatives											
Task 2.8	Prepare Exhibits for Public Meeting											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 2.1		1			1			8	10	\$	2,075	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)							0			
Task 2.3					1				1	\$	101	
Task 2.4			1		1				2	\$	233	
Task 2.5	1	2			12				15	\$	1,716	
Task 2.6		1	1						2	\$	290	
Task 2.7		1		2	4				7	\$	794	
Task 2.8		1		2	2				5	\$	592	
Subtotal	1	6	2	4	21	0	0	8	42	\$	5,801	

**Task 3 60 % Construction Documents Package Preparation**

Task 3.1	Refine Conceptual Design Alternatives to incorporate Public Input											
Task 3.2	Submit Refined Concept Design to City for Review											
Task 3.3	Meet with City to confirm final Conceptual Design											
Task 3.4	Prepare CEQA Categorical Exemption											
Task 3.5	Prepare 60% PS&E Documents											
Task 3.5.1	Prepare Cover Sheet, General Notes and Key Maps											
Task 3.5.2	Prepare Plan View Design Drawings											
Task 3.5.3	Prepare Retaining Wall Plans including profiles											
Task 3.5.4	Prepare Detail Sheets and Sections											
Task 3.5.5	Prepare Traffic Handling Plan											
Task 3.5.6	Prepare Outline of Specifications											
Task 3.5.7	Prepare Construction Cost Estimate											
Task 3.6	Submit 60 % PS&E Package to City for Review											
Task 3.7	Meet with City to discuss 60% Review Comments											
Task 3.8	Site Visits with Property Owners On-Site (1 Individual Owner anticipated)											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 3.1			1		2				3	\$	334	
Task 3.2					1				1	\$	101	
Task 3.3		0.5							0.5	\$	79	
Task 3.4		David Powers and Associates(see fee in summary)							0			
Task 3.5	1	2		6	40				49	\$	5,240	
Task 3.6		1			2				3	\$	360	
Task 3.7		0.5							0.5	\$	79	
Task 3.8		1							1	\$	158	
Subtotal	1	5	1	6	45	0	0	0	58	\$	6,351	

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	2		4	32				39	\$ 4,200
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	4	0	4	34	0	0	0	43	\$ 4,718

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	2			16				19	\$ 2,120
Task 5.2		1			2				3	\$ 360
Subtotal	1	3	0	0	18	0	0	0	22	\$ 2,480

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (1 Individual Owner anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		0.5							0.5	\$ 79
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	1.5	1	0	3	0	0	0	5.5	\$ 672

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 6: Quito-Daves***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227		
Task 1	0	6	0	0	0	0	0	0	6.0	\$ 948
Task 2	1	6	2	2	13	0	0	4	28.0	\$ 3,853
Task 3	1	4	1	0	17	0	0	0	23.0	\$ 2,669
Task 4	1	4	0	0	18	0	0	0	23.0	\$ 2,638
Task 5	1	3	0	0	10	0	0	0	14.0	\$ 1,672
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470
Task 7	0	1	1	0	3	0	0	0	5.0	\$ 593
BKF	4	25.5	5	2	62	0	0	4	102.5	
Subtotal	\$752	\$4,029	\$660	\$232	\$6,262	\$0	\$0	\$908		\$ 12,843
<b>Reimbursable Expenses:</b>										
Printing			4.0% of professional fees							\$ 514
Delivery/ Mileage			4.0% of professional fees							\$ 514
<b>Total Reimbursable Budget</b>										\$ 1,027
<b>Subconsultants:</b>										
1 David Powers and Associates - Environmental Engineering									\$ 3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$ 8,400	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$ 3,720	
<b>Total Subconsultant Budget</b>										\$ 15,120
<b>Total Budget</b>										\$ 28,990

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1		1							1	\$	158
Task 1.2		1							1	\$	158
Task 1.3		4							4	\$	632
Subtotal	0	6	0	0	0	0	0	0	6	\$	948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)											
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls											
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans											
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)											
Task 2.5	Develop Conceptual Design Alternatives											
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives											
Task 2.7	Refine Conceptual Design Alternatives											
Task 2.8	Prepare Exhibits for Public Meeting											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 2.1		1			1			4	6	\$	1,167	
Task 2.2	Parikh Consultants, Inc.(see fee under optional services in summary)								0			
Task 2.3					1				1	\$	101	
Task 2.4			1		1				2	\$	233	
Task 2.5	1	2			4				7	\$	908	
Task 2.6		1	1						2	\$	290	
Task 2.7		1		2	4				7	\$	794	
Task 2.8		1			2				3	\$	360	
Subtotal	1	6	2	2	13	0	0	4	28	\$	3,853	

**Task 3 60 % Construction Documents Package Preparation**

Task 3.1	Refine Conceptual Design Alternatives to incorporate Public Input											
Task 3.2	Submit Refined Concept Design to City for Review											
Task 3.3	Meet with City to confirm final Conceptual Design											
Task 3.4	Prepare CEQA Categorical Exemption											
Task 3.5	Prepare 60% PS&E Documents											
Task 3.5.1	Prepare Cover Sheet, General Notes and Key Maps											
Task 3.5.2	Prepare Plan View Design Drawings											
Task 3.5.3	Prepare Retaining Wall Plans including profiles											
Task 3.5.4	Prepare Detail Sheets and Sections											
Task 3.5.5	Prepare Traffic Handling Plan											
Task 3.5.6	Prepare Outline of Specifications											
Task 3.5.7	Prepare Construction Cost Estimate											
Task 3.6	Submit 60 % PS&E Package to City for Review											
Task 3.7	Meet with City to discuss 60% Review Comments											
Task 3.8	Site Visits with Property Owners On-Site( None anticipated)											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 3.1			1		2				3	\$	334	
Task 3.2					1				1	\$	101	
Task 3.3		0.5							0.5	\$	79	
Task 3.4	David Powers and Associates(see fee in summary)								0			
Task 3.5	1	2			12				15	\$	1,716	
Task 3.6		1			2				3	\$	360	
Task 3.7		0.5							0.5	\$	79	
Task 3.8		0							0	\$	-	
Subtotal	1	4	1	0	17	0	0	0	23	\$	2,669	

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	2			16				19	\$ 2,120
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	4	0	0	18	0	0	0	23	\$ 2,638

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	2			8				11	\$ 1,312
Task 5.2		1			2				3	\$ 360
Subtotal	1	3	0	0	10	0	0	0	14	\$ 1,672

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (None anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		0							0	\$ -
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	1	1	0	3	0	0	0	5	\$ 593

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 7: Daves-Lexington***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6.0	\$ 948	
Task 2	1	6	2	4	21	0	0	8	42.0	\$ 5,801	
Task 3	1	10	1	4	45	0	0	0	61.0	\$ 6,909	
Task 4	1	6	0	6	46	0	0	0	59.0	\$ 6,478	
Task 5	1	3	0	2	18	0	0	0	24.0	\$ 2,712	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	3	1	0	3	0	0	0	7.0	\$ 909	
BKF	4	35.5	5	16	134	0	0	8	202.5		
Subtotal	\$752	\$5,609	\$660	\$1,856	\$13,534	\$0	\$0	\$1,816		\$ 24,227	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	969
Delivery/ Mileage			4.0% of professional fees							\$	969
<b>Total Reimbursable Budget</b>										\$ 1,938	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	19,800	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	5,580	
<b>Total Subconsultant Budget</b>										\$ 28,380	
<b>Total Budget</b>										\$ 54,545	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew



**Task 1 Project Management/Team Leadership**

- Task 1.1 Kick-Off Meeting
- Task 1.2 Public Meetings (2 Total)
- Task 1.3 Coordinate Design with Team Members and Consultants

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 1.1		1							1	\$ 158
Task 1.2		1							1	\$ 158
Task 1.3		4							4	\$ 632
Subtotal	0	6	0	0	0	0	0	0	6	\$ 948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

- Task 2.1 Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)
- Task 2.2 Conduct Geotechnical Investigations to support Retaining Walls
- Task 2.3 Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans
- Task 2.4 Request/Collect/Review Available Utility Record Information (as needed)
- Task 2.5 Develop Conceptual Design Alternatives
- Task 2.6 Perform Site Visit with City to Verify Conceptual Design Alternatives
- Task 2.7 Refine Conceptual Design Alternatives
- Task 2.8 Prepare Exhibits for Public Meeting

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1			1			8	10	\$ 2,075	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)								0	
Task 2.3					1				1	\$ 101	
Task 2.4			1		1				2	\$ 233	
Task 2.5	1	2			12				15	\$ 1,716	
Task 2.6		1	1						2	\$ 290	
Task 2.7		1		2	4				7	\$ 794	
Task 2.8		1		2	2				5	\$ 592	
Subtotal	1	6	2	4	21	0	0	8	42	\$ 5,801	

**Task 3 60 % Construction Documents Package Preparation**

- Task 3.1 Refine Conceptual Design Alternatives to incorporate Public Input
- Task 3.2 Submit Refined Concept Design to City for Review
- Task 3.3 Meet with City to confirm final Conceptual Design
- Task 3.4 Prepare CEQA Categorical Exemption
- Task 3.5 Prepare 60% PS&E Documents
  - Task 3.5.1 Prepare Cover Sheet, General Notes and Key Maps
  - Task 3.5.2 Prepare Plan View Design Drawings
  - Task 3.5.3 Prepare Retaining Wall Plans including profiles
  - Task 3.5.4 Prepare Detail Sheets and Sections
  - Task 3.5.5 Prepare Traffic Handling Plan
  - Task 3.5.6 Prepare Outline of Specifications
  - Task 3.5.7 Prepare Construction Cost Estimate
- Task 3.6 Submit 60 % PS&E Package to City for Review
- Task 3.7 Meet with City to discuss 60% Review Comments
- Task 3.8 Site Visits with Property Owners On-Site (4 Individual Owners anticipated)

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$ 334	
Task 3.2					1				1	\$ 101	
Task 3.3		0.5							0.5	\$ 79	
Task 3.4		David Powers and Associates(see fee in summary)								0	
Task 3.5	1	4		4	40				49	\$ 5,324	
Task 3.6		1			2				3	\$ 360	
Task 3.7		0.5							0.5	\$ 79	
Task 3.8		4							4	\$ 632	
Subtotal	1	10	1	4	45	0	0	0	61	\$ 6,909	

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	4		6	44				55	\$ 5,960
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	6	0	6	46	0	0	0	59	\$ 6,478

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	2		2	16				21	\$ 2,352
Task 5.2		1			2				3	\$ 360
Subtotal	1	3	0	2	18	0	0	0	24	\$ 2,712

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (4 Individual Owners anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		2							2	\$ 316
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	3	1	0	3	0	0	0	7	\$ 909

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 8: Lexington-GrandView***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6	\$ 948	
Task 2	1	5	2	2	13	0	0	4	27	\$ 3,695	
Task 3	1	5	1	2	17	0	0	0	26	\$ 3,059	
Task 4	1	3	0	6	14	0	0	0	24	\$ 2,772	
Task 5	1	2	0	0	8	0	0	0	11	\$ 1,312	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	1.5	1	0	3	0	0	0	5.5	\$ 672	
BKF	4	24	5	10	56	0	0	4	103.0		
Subtotal	\$752	\$3,792	\$660	\$1,160	\$5,656	\$0	\$0	\$908		\$ 12,928	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	517
Delivery/ Mileage			4.0% of professional fees							\$	517
<b>Total Reimbursable Budget</b>										\$ 1,034	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	4,200	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	3,720	
<b>Total Subconsultant Budget</b>										\$ 10,920	
<b>Total Budget</b>										\$ 24,882	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

- Task 1.1 Kick-Off Meeting
- Task 1.2 Public Meetings (2 Total)
- Task 1.3 Coordinate Design with Team Members and Consultants

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 1.1		1							1	\$ 158
Task 1.2		1							1	\$ 158
Task 1.3		4							4	\$ 632
Subtotal	0	6	0	0	0	0	0	0	6	\$ 948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

- Task 2.1 Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)
- Task 2.2 Conduct Geotechnical Investigations to support Retaining Walls
- Task 2.3 Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans
- Task 2.4 Request/Collect/Review Available Utility Record Information (as needed)
- Task 2.5 Develop Conceptual Design Alternatives
- Task 2.6 Perform Site Visit with City to Verify Conceptual Design Alternatives
- Task 2.7 Refine Conceptual Design Alternatives
- Task 2.8 Prepare Exhibits for Public Meeting

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1			1			4	6	\$ 1,167	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)								0	
Task 2.3					1				1	\$ 101	
Task 2.4			1		1				2	\$ 233	
Task 2.5	1	1			4				6	\$ 750	
Task 2.6		1	1						2	\$ 290	
Task 2.7		1		2	4				7	\$ 794	
Task 2.8		1			2				3	\$ 360	
Subtotal	1	5	2	2	13	0	0	4	27	\$ 3,695	

**Task 3 60 % Construction Documents Package Preparation**

- Task 3.1 Refine Conceptual Design Alternatives to incorporate Public Input
- Task 3.2 Submit Refined Concept Design to City for Review
- Task 3.3 Meet with City to confirm final Conceptual Design
- Task 3.4 Prepare CEQA Categorical Exemption
- Task 3.5 Prepare 60% PS&E Documents
  - Task 3.5.1 Prepare Cover Sheet, General Notes and Key Maps
  - Task 3.5.2 Prepare Plan View Design Drawings
  - Task 3.5.3 Prepare Retaining Wall Plans including profiles
  - Task 3.5.4 Prepare Detail Sheets and Sections
  - Task 3.5.5 Prepare Traffic Handling Plan
  - Task 3.5.6 Prepare Outline of Specifications
  - Task 3.5.7 Prepare Construction Cost Estimate
- Task 3.6 Submit 60 % PS&E Package to City for Review
- Task 3.7 Meet with City to discuss 60% Review Comments
- Task 3.8 Site Visits with Property Owners On-Site (1 Individual Owner anticipated)

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$ 334	
Task 3.2					1				1	\$ 101	
Task 3.3		0.5							0.5	\$ 79	
Task 3.4		David Powers and Associates(see fee in summary)								0	
Task 3.5	1	2		2	12				17	\$ 1,948	
Task 3.6		1			2				3	\$ 360	
Task 3.7		0.5							0.5	\$ 79	
Task 3.8		1							1	\$ 158	
Subtotal	1	5	1	2	17	0	0	0	26	\$ 3,059	

**Task 4** 90% Construction Documents Package Preparation

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	1		6	12				20	\$ 2,254
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	3	0	6	14	0	0	0	24	\$ 2,772

**Task 5** 100% Construction Documents Package Preparation

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	1			6				8	\$ 952
Task 5.2		1			2				3	\$ 360
Subtotal	1	2	0	0	8	0	0	0	11	\$ 1,312

**Task 6** Bidding Services

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7** Construction Services

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (1 Individual Owner anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		0.5							0.5	\$ 79
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	1.5	1	0	3	0	0	0	5.5	\$ 672

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 9: Across from Oak Place***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227		
Task 1	0	8	0	0	0	0	0	0	8	\$ 1,264
Task 2	1	8	2	2	27	0	0	6	46	\$ 6,037
Task 3	1	16	13	4	23	0	0	12	69	\$ 9,943
Task 4	2	10	6	4	26	0	0	8	56	\$ 7,654
Task 5	1	2	0	2	10	0	0	0	15	\$ 1,746
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470
Task 7	0	2	1	0	3	0	0	0	6	\$ 751
BKF Subtotal	5	47.5	23	12	90	0	0	26	204	\$ 27,865
<b>Reimbursable Expenses:</b>										
Printing			4.0% of professional fees							\$ 1,115
Delivery/ Mileage			4.0% of professional fees							\$ 1,115
<b>Total Reimbursable Budget</b>										\$ 2,229
<b>Subconsultants:</b>										
1 David Powers and Associates - Environmental Engineering									\$ 3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$ 2,400	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$ 1,860	
<b>Total Subconsultant Budget</b>										\$ 7,260
<b>Total Budget</b>										\$ 37,354

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1		2							2	\$	316
Task 1.2		2								\$	316
Task 1.3		4							4	\$	632
Subtotal	0	8	0	0	0	0	0	0	6	\$	1,264

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)											
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls											
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans											
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)											
Task 2.5	Develop Conceptual Design Alternatives											
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives											
Task 2.7	Refine Conceptual Design Alternatives											
Task 2.8	Prepare Exhibits for Public Meeting											
Task 2.9	Conduct Right of Way Survey to establish property lines.											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 2.1		1			2			6	9	\$	1,722	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)								0		
Task 2.3					1				1	\$	101	
Task 2.4			1		2				3	\$	334	
Task 2.5	1	3			12				16	\$	1,874	
Task 2.6		1	1						2	\$	290	
Task 2.7		2		2	8				12	\$	1,356	
Task 2.8		1			2				3	\$	360	
Subtotal	1	8	2	2	27	0	0	6	46	\$	6,037	

**Task 3 60 % Construction Documents Package Preparation**

- Task 3.1 Refine Conceptual Design Alternatives to incorporate Public Input
- Task 3.2 Submit Refined Concept Design to City for Review
- Task 3.3 Meet with City to confirm final Conceptual Design
- Task 3.4 Prepare CEQA Categorical Exemption
- Task 3.5 Conduct Right of Way Analysis
- Task 3.6 Prepare 60% PS&E Documents
  - Task 3.6.1 Prepare Cover Sheet, General Notes and Key Maps
  - Task 3.6.2 Prepare Plan View Design Drawings
  - Task 3.6.3 Prepare Retaining Wall Plans including profiles
  - Task 3.6.4 Prepare Detail Sheets and Sections
  - Task 3.6.5 Prepare Traffic Handling Plan
  - Task 3.6.6 Prepare Outline of Specifications
  - Task 3.6.7 Prepare Construction Cost Estimate
- Task 3.7 Submit 60 % PS&E Package to City for Review
- Task 3.8 Meet with City to discuss 60% Review Comments
- Task 3.9 Site Visits with Property Owners On-Site (2 Individual Owners anticipated)

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		4				5	\$ 536	
Task 3.2					1				1	\$ 101	
Task 3.3		0.5							0.5	\$ 79	
Task 3.4		David Powers and Associates(see fee in summary)							0		
Task 3.5		8	12					12	32	\$ 5,572	
Task 3.6	1	4		4	16				25	\$ 2,900	
Task 3.7		1			2				3	\$ 360	
Task 3.8		0.5							0.5	\$ 79	
Task 3.9		2							2	\$ 316	
<b>Subtotal</b>	<b>1</b>	<b>16</b>	<b>13</b>	<b>4</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>69</b>	<b>\$ 9,943</b>	

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Finalize Right of Way Analysis
- Task 4.3 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.4 Submit 90 % PS&E Package to City for Review
- Task 4.5 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	4	6					8	19	\$ 3,428
Task 4.3	1	4		4	24				33	\$ 3,708
Task 4.4		1			2				3	\$ 360
Task 4.5		0.5							0.5	\$ 79
<b>Subtotal</b>	<b>2</b>	<b>10</b>	<b>6</b>	<b>4</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>56</b>	<b>\$ 7,654</b>



**Task 5** 100% Construction Documents Package Preparation

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	1		2	8				12	\$ 1,386
Task 5.2		1			2				3	\$ 360
Subtotal	1	2	0	2	10	0	0	0	15	\$ 1,746

**Task 6** Bidding Services

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7** Construction Services

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (2 Individual Owners anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		1							1	\$ 158
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	2	1	0	3	0	0	0	6	\$ 751

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 10: Aloha to Vickery***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6	\$ 948	
Task 2	1	6	2	2	15	0	0	8	34	\$ 4,963	
Task 3	1	5	1	0	21	0	0	0	28	\$ 3,231	
Task 4	1	4	0	0	14	0	0	0	19	\$ 2,234	
Task 5	1	3	0	0	12	0	0	0	16	\$ 1,874	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	3	1	0	3	0	0	0	7	\$ 909	
BKF	4	28.5	5	2	66	0	0	8	113.5		
Subtotal	\$752	\$4,503	\$660	\$232	\$6,666	\$0	\$0	\$1,816		\$ 14,629	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	585
Delivery/ Mileage			4.0% of professional fees							\$	585
<b>Total Reimbursable Budget</b>										\$ 1,170	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	2,400	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	1,900	
<b>Total Subconsultant Budget</b>										\$ 7,300	
<b>Total Budget</b>										\$ 23,099	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

- Task 1.1 Kick-Off Meeting
- Task 1.2 Public Meetings (2 Total)
- Task 1.3 Coordinate Design with Team Members and Consultants

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 1.1		1							1	\$ 158
Task 1.2		1							1	\$ 158
Task 1.3		4							4	\$ 632
Subtotal	0	6	0	0	0	0	0	0	6	\$ 948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

- Task 2.1 Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)
- Task 2.2 Conduct Geotechnical Investigations to support Retaining Walls
- Task 2.3 Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans
- Task 2.4 Request/Collect/Review Available Utility Record Information (as needed)
- Task 2.5 Develop Conceptual Design Alternatives
- Task 2.6 Perform Site Visit with City to Verify Conceptual Design Alternatives
- Task 2.7 Refine Conceptual Design Alternatives
- Task 2.8 Prepare Exhibits for Public Meeting

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1			1			8	10	\$ 2,075	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)								0	
Task 2.3					1				1	\$ 101	
Task 2.4			1		1				2	\$ 233	
Task 2.5	1	2			6				9	\$ 1,110	
Task 2.6		1	1						2	\$ 290	
Task 2.7		1		2	4				7	\$ 794	
Task 2.8		1			2				3	\$ 360	
Subtotal	1	6	2	2	15	0	0	8	34	\$ 4,963	

**Task 3 60 % Construction Documents Package Preparation**

- Task 3.1 Refine Conceptual Design Alternatives to incorporate Public Input
- Task 3.2 Submit Refined Concept Design to City for Review
- Task 3.3 Meet with City to confirm final Conceptual Design
- Task 3.4 Prepare CEQA Categorical Exemption
- Task 3.5 Prepare 60% PS&E Documents
  - Task 3.5.1 Prepare Cover Sheet, General Notes and Key Maps
  - Task 3.5.2 Prepare Plan View Design Drawings
  - Task 3.5.3 Prepare Retaining Wall Plans including profiles
  - Task 3.5.4 Prepare Detail Sheets and Sections
  - Task 3.5.5 Prepare Traffic Handling Plan
  - Task 3.5.6 Prepare Outline of Specifications
  - Task 3.5.7 Prepare Construction Cost Estimate
- Task 3.6 Submit 60 % PS&E Package to City for Review
- Task 3.7 Meet with City to discuss 60% Review Comments
- Task 3.8 Site Visits with Property Owners On-Site (4 Individual Owners anticipated)

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$ 334	
Task 3.2					1				1	\$ 101	
Task 3.3		0.5							0.5	\$ 79	
Task 3.4		David Powers and Associates(see fee in summary)								0	
Task 3.5	1	2			12				15	\$ 1,716	
Task 3.6		1			2				3	\$ 360	
Task 3.7		0.5							0.5	\$ 79	
Task 3.8		1			4				5	\$ 562	
Subtotal	1	5	1	0	21	0	0	0	28	\$ 3,231	

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	2			12				15	\$ 1,716
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	4	0	0	14	0	0	0	19	\$ 2,234

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	2			10				13	\$ 1,514
Task 5.2		1			2				3	\$ 360
Subtotal	1	3	0	0	12	0	0	0	16	\$ 1,874

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (4 Individual Owners anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		2							2	\$ 316
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	3	1	0	3	0	0	0	7	\$ 909

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 11: El Camino-Austin***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6	\$ 948	
Task 2	1	6	3	0	25	0	0	8	43	\$ 5,873	
Task 3	1	10	1	4	45	0	0	0	61	\$ 6,909	
Task 4	1	6	0	4	34	0	0	0	45	\$ 5,034	
Task 5	1	3	0	0	14	0	0	0	18	\$ 2,076	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	3	1	0	3	0	0	0	7	\$ 909	
BKF	4	35.5	6	8	122	0	0	8	183.5		
Subtotal	\$752	\$5,609	\$792	\$928	\$12,322	\$0	\$0	\$1,816		\$ 22,219	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	889
Delivery/ Mileage			4.0% of professional fees							\$	889
<b>Total Reimbursable Budget</b>										\$ 1,778	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	32,602	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	7,440	
<b>Total Subconsultant Budget</b>										\$ 43,042	
<b>Total Budget</b>										\$ 67,039	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1		1							1	\$	158
Task 1.2		1							1	\$	158
Task 1.3		4							4	\$	632
Subtotal	0	6	0	0	0	0	0	0	6	\$	948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)										
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls										
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans										
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)										
Task 2.5	Develop Conceptual Design Alternatives										
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives										
Task 2.7	Refine Conceptual Design Alternatives										
Task 2.8	Prepare Exhibits for Public Meeting										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1			1			8	10	\$	2,075
Task 2.2	Parikh Consultants, Inc.(see fee under optional services in summary)										
Task 2.3					1				1	\$	101
Task 2.4			1		1				2	\$	233
Task 2.5	1	2			16				19	\$	2,120
Task 2.6		1	1						2	\$	290
Task 2.7		1	1		4				6	\$	694
Task 2.8		1			2				3	\$	360
Subtotal	1	6	3	0	25	0	0	8	43	\$	5,873

**Task 3 60 % Construction Documents Package Preparation**

Task 3.1	Refine Conceptual Design Alternatives to incorporate Public Input										
Task 3.2	Submit Refined Concept Design to City for Review										
Task 3.3	Meet with City to confirm final Conceptual Design										
Task 3.4	Prepare CEQA Categorical Exemption										
Task 3.5	Prepare 60% PS&E Documents										
Task 3.5.1	Prepare Cover Sheet, General Notes and Key Maps										
Task 3.5.2	Prepare Plan View Design Drawings										
Task 3.5.3	Prepare Retaining Wall Plans including profiles										
Task 3.5.4	Prepare Detail Sheets and Sections										
Task 3.5.5	Prepare Traffic Handling Plan										
Task 3.5.6	Prepare Outline of Specifications										
Task 3.5.7	Prepare Construction Cost Estimate										
Task 3.6	Submit 60 % PS&E Package to City for Review										
Task 3.7	Meet with City to discuss 60% Review Comments										
Task 3.8	Site Visits with Property Owners On-Site (4 Individual Owners anticipated)										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$	334
Task 3.2					1				1	\$	101
Task 3.3		0.5							0.5	\$	79
Task 3.4	David Powers and Associates(see fee in summary)										
Task 3.5	1	4		4	40				49	\$	5,324
Task 3.6		1			2				3	\$	360
Task 3.7		0.5							0.5	\$	79
Task 3.8		4							4	\$	632
Subtotal	1	10	1	4	45	0	0	0	61	\$	6,909

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	4		4	32				41	\$ 4,516
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	6	0	4	34	0	0	0	45	\$ 5,034

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	2			12				15	\$ 1,716
Task 5.2		1			2				3	\$ 360
Subtotal	1	3	0	0	14	0	0	0	18	\$ 2,076

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (4 Individual Owners anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		2							2	\$ 316
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	3	1	0	3	0	0	0	7	\$ 909

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 12: Grandview to Viewfield***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6	\$ 948	
Task 2	1	6	2	4	28	0	0	16	57	\$ 8,324	
Task 3	1	14	1	6	45	0	0	0	67	\$ 7,773	
Task 4	1	6	0	16	46	0	0	0	69	\$ 7,638	
Task 5	1	3	0	2	18	0	0	0	24	\$ 2,712	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	3	1	0	3	0	0	0	7	\$ 909	
BKF	4	39.5	5	28	141	0	0	16	233.5		
Subtotal	\$752	\$6,241	\$660	\$3,248	\$14,241	\$0	\$0	\$3,632		\$ 28,774	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	1,151
Delivery/ Mileage			4.0% of professional fees							\$	1,151
<b>Total Reimbursable Budget</b>										\$ 2,302	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	9,000	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	3,720	
<b>Total Subconsultant Budget</b>										\$ 15,720	
<b>Total Budget</b>										\$ 46,796	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew



**Task 1 Project Management/Team Leadership**

- Task 1.1 Kick-Off Meeting
- Task 1.2 Public Meetings (2 Total)
- Task 1.3 Coordinate Design with Team Members and Consultants

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 1.1		1							1	\$ 158
Task 1.2		1							1	\$ 158
Task 1.3		4							4	\$ 632
Subtotal	0	6	0	0	0	0	0	0	6	\$ 948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

- Task 2.1 Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)
- Task 2.2 Conduct Geotechnical Investigations to support Retaining Walls
- Task 2.3 Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans
- Task 2.4 Request/Collect/Review Available Utility Record Information (as needed)
- Task 2.5 Develop Conceptual Design Alternatives
- Task 2.6 Perform Site Visit with City to Verify Conceptual Design Alternatives
- Task 2.7 Refine Conceptual Design Alternatives
- Task 2.8 Prepare Exhibits for Public Meeting

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 2.1		1			8			16	25	\$ 4,598	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)								0	
Task 2.3					1				1	\$ 101	
Task 2.4			1		1				2	\$ 233	
Task 2.5	1	2			12				15	\$ 1,716	
Task 2.6		1	1						2	\$ 290	
Task 2.7		1		2	4				7	\$ 794	
Task 2.8		1		2	2				5	\$ 592	
Subtotal	1	6	2	4	28	0	0	16	57	\$ 8,324	

**Task 3 60 % Construction Documents Package Preparation**

- Task 3.1 Refine Conceptual Design Alternatives to incorporate Public Input
- Task 3.2 Submit Refined Concept Design to City for Review
- Task 3.3 Meet with City to confirm final Conceptual Design
- Task 3.4 Prepare CEQA Categorical Exemption
- Task 3.5 Prepare 60% PS&E Documents
  - Task 3.5.1 Prepare Cover Sheet, General Notes and Key Maps
  - Task 3.5.2 Prepare Plan View Design Drawings
  - Task 3.5.3 Prepare Retaining Wall Plans including profiles
  - Task 3.5.4 Prepare Detail Sheets and Sections
  - Task 3.5.5 Prepare Traffic Handling Plan
  - Task 3.5.6 Prepare Outline of Specifications
  - Task 3.5.7 Prepare Construction Cost Estimate
- Task 3.6 Submit 60 % PS&E Package to City for Review
- Task 3.7 Meet with City to discuss 60% Review Comments
- Task 3.8 Site Visits with Property Owners On-Site (4 Individual Owners anticipated)

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 3.1			1		2				3	\$ 334	
Task 3.2					1				1	\$ 101	
Task 3.3		0.5							0.5	\$ 79	
Task 3.4		David Powers and Associates(see fee in summary)								0	
Task 3.5	1	8		6	40				55	\$ 6,188	
Task 3.6		1			2				3	\$ 360	
Task 3.7		0.5							0.5	\$ 79	
Task 3.8		4							4	\$ 632	
Subtotal	1	14	1	6	45	0	0	0	67	\$ 7,773	

**Task 4** 90% Construction Documents Package Preparation

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	4		16	44				65	\$ 7,120
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	6	0	16	46	0	0	0	69	\$ 7,638

**Task 5** 100% Construction Documents Package Preparation

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	2		2	16				21	\$ 2,352
Task 5.2		1			2				3	\$ 360
Subtotal	1	3	0	2	18	0	0	0	24	\$ 2,712

**Task 6** Bidding Services

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7** Construction Services

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (4 Individual Owners anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		2							2	\$ 316
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	3	1	0	3	0	0	0	7	\$ 909

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 13: Viewfield to Rose***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6	\$ 948	
Task 2	1	6	2	2	16	0	0	8	35	\$ 5,064	
Task 3	1	4	1	0	21	0	0	0	27	\$ 3,073	
Task 4	1	4	0	0	26	0	0	0	31	\$ 3,446	
Task 5	1	3	0	0	10	0	0	0	14	\$ 1,672	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	1	1	0	3	0	0	0	5	\$ 593	
BKF	4	25.5	5	2	77	0	0	8	121.5		
Subtotal	\$752	\$4,029	\$660	\$232	\$7,777	\$0	\$0	\$1,816		\$ 15,266	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	611
Delivery/ Mileage			4.0% of professional fees							\$	611
<b>Total Reimbursable Budget</b>										\$ 1,221	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	7,200	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	1,860	
<b>Total Subconsultant Budget</b>										\$ 12,060	
<b>Total Budget</b>										\$ 28,547	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1		1							1	\$	158
Task 1.2		1							1	\$	158
Task 1.3		4							4	\$	632
Subtotal	0	6	0	0	0	0	0	0	6	\$	948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)											
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls											
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans											
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)											
Task 2.5	Develop Conceptual Design Alternatives											
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives											
Task 2.7	Refine Conceptual Design Alternatives											
Task 2.8	Prepare Exhibits for Public Meeting											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 2.1		1			4			8	13	\$	2,378	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)							0			
Task 2.3					1				1	\$	101	
Task 2.4			1		1				2	\$	233	
Task 2.5	1	2			4				7	\$	908	
Task 2.6		1	1						2	\$	290	
Task 2.7		1		2	4				7	\$	794	
Task 2.8		1			2				3	\$	360	
Subtotal	1	6	2	2	16	0	0	8	35	\$	5,064	

**Task 3 60 % Construction Documents Package Preparation**

Task 3.1	Refine Conceptual Design Alternatives to incorporate Public Input											
Task 3.2	Submit Refined Concept Design to City for Review											
Task 3.3	Meet with City to confirm final Conceptual Design											
Task 3.4	Prepare CEQA Categorical Exemption											
Task 3.5	Prepare 60% PS&E Documents											
Task 3.5.1	Prepare Cover Sheet, General Notes and Key Maps											
Task 3.5.2	Prepare Plan View Design Drawings											
Task 3.5.3	Prepare Retaining Wall Plans including profiles											
Task 3.5.4	Prepare Detail Sheets and Sections											
Task 3.5.5	Prepare Traffic Handling Plan											
Task 3.5.6	Prepare Outline of Specifications											
Task 3.5.7	Prepare Construction Cost Estimate											
Task 3.6	Submit 60 % PS&E Package to City for Review											
Task 3.7	Meet with City to discuss 60% Review Comments											
Task 3.8	Site Visits with Property Owners On-Site( None anticipated)											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 3.1			1		2				3	\$	334	
Task 3.2					1				1	\$	101	
Task 3.3		0.5							0.5	\$	79	
Task 3.4		David Powers and Associates(see fee in summary)							0			
Task 3.5	1	2			16				19	\$	2,120	
Task 3.6		1			2				3	\$	360	
Task 3.7		0.5							0.5	\$	79	
Task 3.8		0							0	\$	-	
Subtotal	1	4	1	0	21	0	0	0	27	\$	3,073	

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	2			24				27	\$ 2,928
Task 4.3		1			2				3	\$ 360
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	4	0	0	26	0	0	0	31	\$ 3,446

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	2			8				11	\$ 1,312
Task 5.2		1			2				3	\$ 360
Subtotal	1	3	0	0	10	0	0	0	14	\$ 1,672

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (None anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		0							0	\$ -
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	1	1	0	3	0	0	0	5	\$ 593

**SUMMARY OF FEES & HOURS**

*Scope of Fee and Services*

**BKF Engineers**

1650 Technology Drive, Suite 200

San Jose, CA 95110

Tel 408.467.9100, Fax 408.467.9199

*City of Saratoga, Town of Los Gatos, and City of Monte Sereno*

***Highway 9 Safety Improvements Project Phase 2***

***Hwy 9 Safety Improvements Project Phase 2 - Segment 14: Rose to LG/MS Limits***

- Task 1 Project Management/Team Leadership
- Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives
- Task 3 60 % Construction Documents Package Preparation
- Task 4 90% Construction Documents Package Preparation
- Task 5 100% Construction Documents Package Preparation
- Task 6 Bidding Services
- Task 7 Construction Services

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Total Hours	Cost	
Rate/hr	\$ 188	\$ 158	\$ 132	\$ 116	\$ 101	\$ -	\$ -	\$ 227			
Task 1	0	6	0	0	0	0	0	0	6	\$ 948	
Task 2	1	6	2	2	20	0	0	12	43	\$ 6,376	
Task 3	1	10	1	0	43	0	0	0	55	\$ 6,243	
Task 4	1	4	0	0	36	0	0	0	41	\$ 4,456	
Task 5	1	3	0	0	18	0	0	0	22	\$ 2,480	
Task 6	0	1.5	1	0	1	0	0	0	3.5	\$ 470	
Task 7	0	1	1	0	3	0	0	0	5	\$ 593	
BKF	4	31.5	5	2	121	0	0	12	175.5		
Subtotal	\$752	\$4,977	\$660	\$232	\$12,221	\$0	\$0	\$2,724		\$ 21,566	
<b>Reimbursable Expenses:</b>											
Printing			4.0% of professional fees							\$	863
Delivery/ Mileage			4.0% of professional fees							\$	863
<b>Total Reimbursable Budget</b>										\$ 1,725	
<b>Subconsultants:</b>											
1 David Powers and Associates - Environmental Engineering									\$	3,000	
2 Biggs Cardosa Associates - Structural Engineering									\$	2,400	
3 Parikh Consultants Inc - Geotechnical Engineering - See Option Services on Summary Page									\$	-	
<b>Total Subconsultant Budget</b>										\$ 5,400	
<b>Total Budget</b>										\$ 28,691	

Legend

- PIC Principal in Charge
- PM Project Manager
- Eng III Engineer III
- Eng II Engineer II
- Eng I Engineer I
- Surv Survey Field Crew

**Task 1 Project Management/Team Leadership**

Task 1.1	Kick-Off Meeting										
Task 1.2	Public Meetings (2 Total)										
Task 1.3	Coordinate Design with Team Members and Consultants										
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost	
Task 1.1		1							1	\$	158
Task 1.2		1							1	\$	158
Task 1.3		4							4	\$	632
Subtotal	0	6	0	0	0	0	0	0	6	\$	948

**Task 2 Preliminary Investigations, Data Collection, and Conceptual Design Alternatives**

Task 2.1	Conduct Topographic Survey to supplement Planimetric Mapping (NAD 1983 & NAVD 1988)											
Task 2.2	Conduct Geotechnical Investigations to support Retaining Walls											
Task 2.3	Request/Collect/Review available CT and City As-Builts, R/W Record Maps, and other Project Improvements Plans											
Task 2.4	Request/Collect/Review Available Utility Record Information (as needed)											
Task 2.5	Develop Conceptual Design Alternatives											
Task 2.6	Perform Site Visit with City to Verify Conceptual Design Alternatives											
Task 2.7	Refine Conceptual Design Alternatives											
Task 2.8	Prepare Exhibits for Public Meeting											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 2.1		1			8			12	21	\$	3,690	
Task 2.2		Parikh Consultants, Inc.(see fee under optional services in summary)								0		
Task 2.3					1				1	\$	101	
Task 2.4			1		1				2	\$	233	
Task 2.5	1	2			4				7	\$	908	
Task 2.6		1	1						2	\$	290	
Task 2.7		1		2	4				7	\$	794	
Task 2.8		1			2				3	\$	360	
Subtotal	1	6	2	2	20	0	0	12	43	\$	6,376	

**Task 3 60 % Construction Documents Package Preparation**

Task 3.1	Refine Conceptual Design Alternatives to incorporate Public Input											
Task 3.2	Submit Refined Concept Design to City for Review											
Task 3.3	Meet with City to confirm final Conceptual Design											
Task 3.4	Prepare CEQA Categorical Exemption											
Task 3.5	Prepare 60% PS&E Documents											
Task 3.5.1	Prepare Cover Sheet, General Notes and Key Maps											
Task 3.5.2	Prepare Plan View Design Drawings											
Task 3.5.3	Prepare Retaining Wall Plans including profiles											
Task 3.5.4	Prepare Detail Sheets and Sections											
Task 3.5.5	Prepare Traffic Handling Plan											
Task 3.5.6	Prepare Outline of Specifications											
Task 3.5.7	Prepare Construction Cost Estimate											
Task 3.6	Submit 60 % PS&E Package to City for Review											
Task 3.7	Meet with City to discuss 60% Review Comments											
Task 3.8	Site Visits with Property Owners On-Site( None anticipated)											
TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost		
Task 3.1			1		2				3	\$	334	
Task 3.2					1				1	\$	101	
Task 3.3		0.5							0.5	\$	79	
Task 3.4		David Powers and Associates(see fee in summary)								0		
Task 3.5	1	8			36				45	\$	5,088	
Task 3.6		1			4				5	\$	562	
Task 3.7		0.5							0.5	\$	79	
Task 3.8		0							0	\$	-	
Subtotal	1	10	1	0	43	0	0	0	55	\$	6,243	

**Task 4 90% Construction Documents Package Preparation**

- Task 4.1 Meet with City to discuss Site Visit comments determine viability
- Task 4.2 Incorporate 60% Review comments and Prepare 90% PS&E Package
- Task 4.3 Submit 90 % PS&E Package to City for Review
- Task 4.4 Meet with City to discuss 90% Review Comments

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 4.1		0.5							0.5	\$ 79
Task 4.2	1	2			32				35	\$ 3,736
Task 4.3		1			4				5	\$ 562
Task 4.4		0.5							0.5	\$ 79
Subtotal	1	4	0	0	36	0	0	0	41	\$ 4,456

**Task 5 100% Construction Documents Package Preparation**

- Task 5.1 Incorporate 90% Review comments and Prepare 100% PS&E Package for Bidding
- Task 5.2 Submit 100 % PS&E to City for Bidding

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 5.1	1	2			16				19	\$ 2,120
Task 5.2		1			2				3	\$ 360
Subtotal	1	3	0	0	18	0	0	0	22	\$ 2,480

**Task 6 Bidding Services**

- Task 6.1 Assist City in Bidding period and attend Pre-Bid Meeting
- Task 6.2 Provide Clarifications to Bidding Documents per Contractor Inquires

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 6.1		0.5							0.5	\$ 79
Task 6.2		1	1		1				3	\$ 391
Subtotal	0	1.5	1	0	1	0	0	0	3.5	\$ 470

**Task 7 Construction Services**

- Task 7.1 Attend Pre-Construction Meeting
- Task 7.2 Site Visits with Property Owners On-Site (None anticipated)
- Task 7.3 Respond to RFIs and evaluate Change Orders
- Task 7.4 Prepare Record Drawings based on red lines provided by City

TASK	PIC	PM	Eng III	Eng II	Eng I	Tech	Draft	Surv	Tot Hrs	Cost
Task 7.1		0.5							0.5	\$ 79
Task 7.2		0							0	\$ -
Task 7.3		0.5	1		1				2.5	\$ 312
Task 7.4					2				2	\$ 202
Subtotal	0	1	1	0	3	0	0	0	5	\$ 593



**EXHIBIT B**

**PAYMENT**

1. **TOTAL COMPENSATION** City shall pay Contractor an amount not to exceed the total sum of \$ 498,238 (Four hundred ninety eight thousand two hundred thirty eight Dollars) for work to be performed and reimbursable costs incurred pursuant to this Agreement. The total sum stated above shall be the total which City shall pay for the work product to be provided by Contractor pursuant to this Agreement.

2. **INVOICES** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed and reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of bills, i.e., Bill No. 1;
- b. The beginning and ending dates of the billing period;
- c. A summary containing the total contract amount, the amount of prior billings, the total due this period, and the remaining balance available for all remaining billing periods.

3. **MONTHLY PAYMENTS** City shall make monthly payments, based on such invoices, for satisfactory progress in completion of the Scope of Work, and for authorized reimbursable expenses incurred.

4. **REIMBURSABLE EXPENSES** There shall be no right to reimbursement of expenses incurred by Contractor except as specified in Exhibit A to this Agreement.

**EXHIBIT C**

**FACILITIES AND EQUIPMENT**

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities. Contractor shall not use such services, premises, facilities, supplies or equipment for any purpose other than in the performance of Contractor's obligations under this Agreement.

## **EXHIBIT D**

### **GENERAL PROVISIONS**

#### **1. INDEPENDENT CONTRACTOR**

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall complete the Scope of Work hereunder in accordance with currently approved methods and practices in Contractor's field. City shall have the right to control Contractor only with respect to specifying the results to be obtained from Contractor pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Likewise, no relationship of employer and employee is created by this Agreement between the City and Contractor or any subcontractor or employee of Contractor. Nothing contained in this Agreement shall be construed as limiting the right of Contractor to engage in Contractor's profession separate and apart from this Agreement so long as such activities do not interfere or conflict with the performance by Contractor of the obligations set forth in this Agreement. Interference or conflict will be determined at the sole discretion of the City.

#### **2. STANDARD OF PERFORMANCE**

Contractor shall complete the Scope of Work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All work product of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.

#### **3. TIME**

Contractor shall devote such time to the Scope of Work pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement. After this Agreement has been in effect for at least one full calendar year, the unit prices paid as indicated in Exhibit B may be adjusted each fiscal year based on the San Francisco Bay Area Consumer Price Index (CPI) for urban wage earners and clerical workers for the year ending with November; provided, however, any such adjustment to the unit prices shall not increase the maximum contract

amount set forth in this Agreement. The Contractor request adjustments in writing prior to March 1 for the following fiscal year.

4. **CONTRACTOR NO AGENT**

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5. **BENEFITS AND TAXES**

Contractor shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Contractor shall indemnify and hold City harmless from any and all liability that City may incur because of Contractor's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.

6. **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. However, with the consent of the City given in writing, Contractor is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by City.

7. **PERSONNEL**

a. **Qualifications.** Contractor shall assign only competent personnel to complete the Scope of Work 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 such persons, Contractor shall, immediately upon receiving notice from city of such desire of City, cause the removal of such person or persons.

b. **Employment Eligibility.** Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to

establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

c. **Prevailing Wages.** This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.). In accordance with California Labor Code Section 1771, all contractors and subcontractors on this public work project shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations ("DIR"). Pursuant to Section 1773 of the California Labor Code, the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City of Saratoga, a copy of which is on file at 13777 Fruitvale Avenue, Saratoga, California at the office of the Public Works Director, and shall be made available for viewing to any interested party upon request.

## 8. **CONFLICT OF INTEREST**

a. **In General.** Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest on the part of Contractor, or that the Contractor has already disclosed all such relevant information.

b. **Subsequent Conflict of Interest.** Contractor agrees that if an actual or potential conflict of interest on the part of Contractor is discovered after award, the Contractor will make a full disclosure in writing to the City. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the City to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Contractor shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the City.

c. **Interests of City Officers and Staff.** No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Contractor nor any member of any Contractor's family shall serve on any City board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations or authorizes funding to Contractor.

9. **COMPLIANCE WITH LAWS**

a. **In General.** Contractor shall observe and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended, and Section 1771 of the California Labor Code.

b. **Licenses and Permits.** Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor 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 Contractor to practice its profession. In addition to the foregoing, Contractor shall obtain and maintain during the term hereof a valid City of Saratoga Business.

c. **Funding Agency Requirements.** To the extent that this Agreement may be funded by fiscal assistance from another entity, Contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

d. **Drug-free Workplace.** Contractor and Contractor's employees and subcontractors shall comply with the City's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees and subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor, within five days thereafter, shall notify the City.

e. **Discrimination Prohibited.** Contractor assures and agrees that Contractor will comply with Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

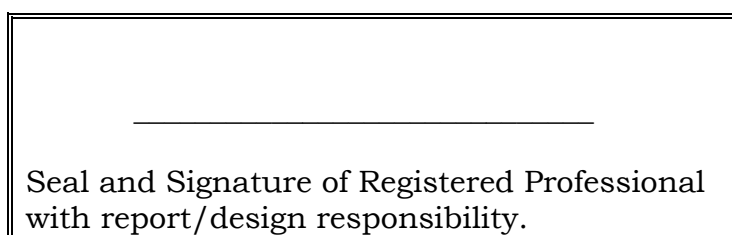
10. **DOCUMENTS AND RECORDS**

**Property of City.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of this Agreement. City agrees that Contractor shall bear no responsibility for any modifications by others made to the documents prepared by the Contractor. City also agrees that Contractor shall bear no responsibility for any re-use by third parties of the documents prepared by Contractor.

**Retention of Records.** Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Contractor shall retain and make available to the City or any party designated by the City, upon written request by City, this Agreement, and such books, documents and records of Contractor (and any books, documents, and records of any subcontractor(s)) that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to City.

**Use Of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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



11. **CONFIDENTIAL INFORMATION** Contractor shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to City. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor which relates to City's

past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.

12. **RESPONSIBILITY OF CONTRACTOR** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on Contractor's negligence, recklessness, or willful misconduct. Contractor is required to pay prevailing wages, in accordance with Section 1771 of the California Labor Code; Contractor must also ensure that prevailing wages are paid by any subcontractor.

13. **INDEMNIFICATION**

Contractor and City agree that City, its employees, agents and officials shall, be protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost as set forth below. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth below.

- a. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including reasonable costs and fees of litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this Agreement in a manner that is negligent, reckless or in willful misconduct. All obligations under this provision are to be paid by Contractor as they are incurred by the City.
- b. **Limitation on Indemnity.** Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to defend, indemnify and hold harmless City as set forth above for liability attributable to the active negligence, sole negligence, or willful misconduct of City, provided such active negligence, sole negligence, or willful misconduct is determined by agreement between the parties or the findings of a court of competent jurisdiction.



- c. **Scope of Contractor Obligation.** The obligations of Contractor under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.
- d. **Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.
- e. **In General.** Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section. City approval of the insurance contracts required by this Agreement does not relieve the Contractor or subcontractors from liability under this paragraph.

14. **INSURANCE REQUIREMENTS** Contractor shall procure and maintain for the duration of the contract insurance as set forth in Exhibit E. The cost of such insurance shall be included in the Contractor's bid.

15. **DEFAULT AND REMEDIES**

- a. **Events of default.** Each of the following shall constitute an event of default hereunder:
  - 1. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the City determines the health, welfare, or safety of the public is immediately endangered; or
  - 2. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the City determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the City determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in

default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.

b. **Remedies upon default.** Upon any Contractor default, City shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.

c. **No Waiver.** Failure by City to seek any remedy for any default hereunder shall not constitute a waiver of any other rights hereunder or any right to seek any remedy for any subsequent default.

16. **TERMINATION** Either party may terminate this Agreement with or without cause by providing 10 days notice in writing to the other party. The City may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or affect whatsoever and each of the parties hereto shall be relieved and discharged here-from, subject to payment for acceptable services rendered prior to the expiration of the notice of termination. Notwithstanding the foregoing, the provisions of this Agreement concerning retention of records, City's rights to material produced, confidential information, contractor's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

17. **DISPUTE RESOLUTION** The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation in California at shared expense of the parties for at least 8 hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.

18. **LITIGATION** If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.

19. **JURISDICTION AND SEVERABILITY** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall be in Santa Clara County, California. If any part of this

Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

**20. NOTICE OF NON-RENEWAL** Contractor understands and agrees that there is no representation, implication, or understanding that the City will request that work product provided by Contractor under this Agreement be supplemented or continued by Contractor under a new agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by City to continue to request or retain all or any portion of the work product from Contractor following the expiration or termination of this Agreement.

**21. PARTIES IN INTEREST** This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

**22. WAIVER.** Neither the acceptance of work or payment for work pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by the City to enforce any of Contractor's obligations or to exercise City's rights shall in no event be deemed a waiver of the right to do so thereafter.

**23. Covenant Against Contingent Fees**

The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Contractor; to solicit or secure this agreement; and that he/she 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 formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**24. Patent Rights**

Contractor agrees to applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions.

**25. Subcontractors, Assignment and Transfer**

All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

## **26. Contractor's Endorsement on PS&E/Other Data**

The responsible Contractor/Consultant/Engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

## **27. DBE and UDBE Considerations**

In conformance with Title 49 Code of the Code of Federal Regulations Part 26 Caltrans Local Assistance Procedures Manual and Caltrans Local Programs Procedures The City of Saratoga has established an Annual Anticipated Disadvantaged Business Enterprise (DBE) Participation Level and Underutilized DBE (UDBE) goal for federal fiscal year 2009/2010 beginning on October 1st and ending on September 30th.

Contractors must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR Part 26, and in Exhibit 10-I "Notice to Bidders/Proposers Disadvantaged Business Enterprise Information." (Exhibit F) The contract has an under-utilized DBE (UDBE) goal, the Contractor must meet the UDBE goal by using UDBEs as subcontractors/subconsultants or document a good faith effort to meet the goal. If a UDBE subcontractor/subconsultant is unable to perform, the Contractor must make a good faith effort to replace him/her with another UDBE subcontractor/subconsultant if the goal is not otherwise met.

The Annual Anticipated DBE participation level (AADPL) has been established at 3.88% (1.12% Race Neutral and 2.76% Race Conscious).

The Underutilized DBE (UDBE) has been established at 2.76%

The Contractor agrees to comply with DBE and UDBE requirements. See attached Local Assistance Procedures Manual Exhibits 10-O1 and 10-O2 (Exhibit F).

## **28. Nonlobbying Certification For Federal-Aid Contracts**

The Contractor agrees to comply with items 1 and 2 of the attached Local Assistance Procedures Manual Exhibit 10-P (Exhibit F). Furthermore, the Contractor agrees to require that the language of this Certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**EXHIBIT E**

**INSURANCE**

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement (ignore any not checked).

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: Administrative Services Officer, City of Saratoga, 13777 Fruitvale Avenue, Saratoga, CA 95070.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit E. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

X Commercial General/Business Liability Insurance with coverage as indicated:

- X \$2,000,000 per occurrence for bodily injury and property damage
- \_\_\_ \$ \_\_\_\_\_ per occurrence bodily injury/\$ \_\_\_\_\_ per occurrence property damage
- \_\_\_ Coverage for X, C, U hazards MUST be evidenced on the Certificate of Insurance
- \_\_\_ If the standard ISO Form wording for "OTHER INSURANCE", or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.

X Auto Liability Insurance with coverage as indicated:

- X \$1,000,000 combined single limit for bodily injury and property damage

- \$ \_\_\_\_\_ per person/\$\_\_\_\_\_ per accident for bodily injury
- \$ \_\_\_\_\_ per occurrence for property damage
- \$ 500,000 combined single limit for bodily injury and property damage
- Garage keepers extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the contractor, regardless of where the vehicles are kept or driven.

Professional/Errors and Omissions Liability with coverage as indicated:

- \$1,000,000 per loss/ \$2,000,000 aggregate
- \$5,000,000 per loss/ \$5,000,000 aggregate

**Contractor must maintain Professional/Errors & Omissions Liability coverage for a period of three years after the expiration of this Agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three year period.**

- Workers' Compensation Insurance
- Including minimum \$1,000,000 Employer's Liability

**The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.**

The Contractor makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract

- Additional Insured Endorsement(s) for Commercial General/Business Liability coverage naming the City of Saratoga, Town of Los Gatos and City of Monte Sereno and their officers, officials, boards, commissions, employees, volunteers and agents as additional insured.

(NOTE: additional insured language on the Certificate of Insurance is NOT acceptable without a separate endorsement such as Form CG 20 10)

- The Certificate of Insurance MUST provide 30 days notice of cancellation, (10 days notice for non-payment of premium). NOTE: the

mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

X All subcontractors used must comply with the above requirements except as noted below:

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As to all of the checked insurance requirements above, the following shall apply:

- 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 (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- b. **City as Additional Insured.** The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
- c. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:
  - 1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
  - 2. The Contractor'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.

3. 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.
- d. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A: VII



**EXHIBIT 10-O1 Local Agency Proposer UDBE Commitment (Consultant Contracts)**

<b>NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM</b>							
LOCAL AGENCY: _____		LOCATION: _____					
PROJECT DESCRIPTION: _____							
PROPOSAL DATE: _____							
PROPOSER'S NAME: _____							
CONTRACT UDBE GOAL (%): _____							
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE			
<b>For Local Agency to Complete:</b>  Local Agency Proposal Number: _____ Federal-Aid Project Number: _____ Federal Share: _____ Proposal Date: _____  Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.  <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">_____ Print Name Local Agenc Representative</td> <td style="width: 30%;">_____ Signature</td> <td style="width: 40%;">_____ Date</td> </tr> </table> (Area Code) Telephone Number: _____			_____ Print Name Local Agenc Representative	_____ Signature	_____ Date	Total Claimed UDBE Commitment _____ %	_____ Signature of Proposer  _____ Date (Area Code) Tel. No.  _____ Person to Contact (Please Type or Print)
_____ Print Name Local Agenc Representative	_____ Signature	_____ Date					
Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)							

**Distribution:** (1) Original - Local agency files

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT  
(CONSULTANT CONTRACTS)**

**ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer’s responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer’s Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See “Notice to Proposers Disadvantaged Business Enterprise Information,” (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer’s good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O1 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

**For the Successful Proposer only, local agencies** should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

**EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)**

<b>NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM</b>				
LOCAL AGENCY: _____		LOCATION: _____		
PROJECT DESCRIPTION: _____				
TOTAL CONTRACT AMOUNT (\$): _____				
PROPOSER'S NAME: _____				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
<b>For Local Agency to Complete:</b>			Total Claimed DBE Participation	\$ _____  _____ %
Local Agency Contract Number: _____				
Federal-Aid Project Number: _____				
Federal Share: _____				
Contract Award: _____				
Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.				
Print Name Local Agency Representative	Signature	Date	Signature of Proposer	
(Area Code) Telephone Number: _____			Date	(Area Code) Tel. No.
<b>For Caltrans Review:</b>			Person to Contact (Please Type or Print)	
Print Name Caltrans District Local Assistance Engineer	Signature	Date		
			Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)	

**Distribution:** (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.  
(2) Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONSULTANT CONTRACTS)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," ( Exhibit 10-I) to determine how to count the participation of DBE firms.

Exhibit 10-02 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts**

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Exhibit 10-I Notice to Proposers DBE Information

LOCAL AGENCY LETTERHEAD  
(DATE)

NOTICE TO PROPOSERS  
DISADVANTAGED BUSINESS ENTERPRISE  
INFORMATION

*See General Provision*

The Agency has established an Underutilized DBE goal for this Agreement of \_\_\_\_\_% *# 27*

OR

The Agency has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF UDBE AND DBE INFORMATION**

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

**5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
  - Click on *Search for a DBE Firm* link
  - Click on *Access to the DBE Query Form* located on the first line in the center of the page
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

**6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.



- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- 7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Exhibit 10-F Certification of Consultant, Commissions & Fees

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Exhibit 10-G Certification of Local Agency

**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the \_\_\_\_\_ City Manager \_\_\_\_\_ of the  
\_\_\_\_\_ City of Saratoga \_\_\_\_\_, and that the consulting firm of  
\_\_\_\_\_ BKF Engineers \_\_\_\_\_, or its representative has not been required (except  
as herein expressly stated), directly or indirectly, as an express or implied condition in connection  
with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

## **DEBARMENT AND SUSPENSION CERTIFICATION**

### **TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

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

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.