

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
DESIGN SERVICES FOR FY 21/22 ANNUAL PAVEMENT PRESERVATION  
PROGRAM (ZONE 6) AND FY 22/23 ANNUAL PAVEMENT PRESERVATION  
PROGRAM (ZONE 5) PROJECTS**

THIS AGREEMENT FOR CONTRACT SERVICES (“Agreement”) is made and entered into as of **December 21, 2021**, by and between the CITY OF YORBA LINDA, a municipal organization organized under the laws of the State of California (“City”), and **Harris & Associates**, a (“*a California corporation*”) (“Consultant”).

NOW THEREFORE, the parties hereto agree as follows:

**SECTION ONE: SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to provide **Design Services for the FY 21/22 Annual Pavement Preservation Program (Zone 6) and FY 22/23 Annual Pavement Preservation Program (Zone 5) Projects**, as specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference (the “services” or “work”). Consultant warrants that all services will be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not

proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment, or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Performance to Satisfaction of City. Consultant shall perform all work and tasks comprising the Services to the satisfaction of City within the time specified. If City reasonably determines that any portion of the services is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (a) meeting with Consultant to review the quality of the work and resolve matters of concern; (b) requiring Consultant to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to Consultant for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.6 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

## **SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed **Two Hundred Sixty Thousand Two Hundred Ninety-Five Dollars (\$260,295.00)** (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated

thereon which are approved by City pursuant to this Agreement no later than forty-five (45) days after invoices are received by the City.

**SECTION THREE: PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit "C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence on the date of execution and shall end upon project completion (initial term). This agreement may be extended upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

**SECTION FOUR: COORDINATION OF WORK**

4.1 Representative of Consultant. **Randall Berry, Director Engineering Services** is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be **Rick Yee, Deputy Director of Public Works/Assistant City Engineer** or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

**SECTION FIVE:            INSURANCE AND INDEMNIFICATION**

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) “The City of Yorba Linda, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Yorba Linda. The coverage shall contain no special limitations on the scope of protection afforded to the City of Yorba Linda, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Yorba Linda shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Yorba Linda, its officers, directors, employees, representatives, or volunteers.”

(e) “This 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.”

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a

certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein, and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City's agents, officers, and employees ("City Personnel") harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or

not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

**SECTION SIX: RECORDS, REPORTS, AND INTELLECTUAL PROPERTY.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents and Data. All original drawings, specifications, reports, records, data, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

6.4 In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability

resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

## 6.5 Intellectual Property and Proprietary Information.

6.5.1. Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

6.5.2. Reproduction Rights. Any and all patents and copyrights that arise from the services or the creation of work in carrying out this Agreement shall be vested in City, and Consultant hereby agrees to relinquish all claims to such copyrights in favor of City.

6.5.3. Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used, or incorporated in the Services performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

## **SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

7.1 Confidentiality. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Release of Confidential Information. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project

or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

7.3 Conflicts of Interest Prohibited. Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

7.4 Covenant Against Contingent Fee. Consultant covenants that neither it nor any of its officers, employees, agents, or representatives employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement. Consultant further covenants that neither it nor any of its officers, employees, agents, or representatives has paid or agreed to pay any company or person, other than a bona fide employee of Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, City 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 fees, gift, or contingent fee.

## **SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.**

8.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably

believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.11 Termination Prior To Expiration of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state,

and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8.15 Compliance with California Unemployment Insurance Code Section 1088.8. If Consultant is a sole proprietor, then prior to signing the Agreement, Consultant shall provide to City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant understands that pursuant to California Unemployment Insurance Code section 1088.8, City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

8.16 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

8.17 Unauthorized Use of City's Name. Except as required by law or with the prior written consent of City (which consent may be withheld in city's sole and absolute discretion), Consultant shall not use City's name, seal or logo in any marketing materials, magazine, trade paper, newspaper, television or radio production or other similar medium, nor shall Consultant state, imply or in any way represent to any third party that City has endorsed or approved Consultant or any of its services or products.

**SECTION NINE: MISCELLANEOUS**

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF YORBA LINDA  
Attention: **Rick Yee, Deputy Director of Public Works/City Engineer**  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886

To Consultant: HARRIS & ASSOCIATES  
Attention: **Randall Berry, Director, Engineering Services**  
22 Executive Park  
Suite 200  
Irvine, CA 92614\_\_

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Orange shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

9.7 Special Provisions. Any additional or supplementary provisions or modifications or alterations of this Agreement, if any, shall be set forth in an additional Exhibit "D" ("Special Provisions") if any such Special Provisions exist. In the event of any discrepancy between the provisions of this Agreement and the Special Provisions, Special Provisions shall take precedence and prevail.

9.8 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement, (2) the Consultant's signed, original Proposal dated December 6, 2021 ("Consultant's Proposal"), and (3) the City's Request for Proposal ("City's RFP), which shall all be referred to collectively hereinafter as the "Contract Documents". The Consultant's Proposal and the City's RFP, are hereby incorporated by reference, and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's RFP shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the

highest priority document, which shall be determined in the following order of priority, (1<sup>st</sup>) the terms and conditions of this Agreement, (2<sup>nd</sup>) the provisions of the City's RFP and (3<sup>rd</sup>) the provisions of the Consultant's Proposal.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**CITY:**

**CONSULTANT:**

**CITY OF YORBA LINDA**

***HARRIS & ASSOCIATES***

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

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

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Marcia Brown, City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

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

City Attorney, City of Yorba Linda

**EXHIBIT A**  
**SCOPE OF SERVICES**



December 6, 2021

Rick Yee, PE  
Assistant City Engineer  
City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, CA 92885-8714

**Subject: Proposal for Design Services For  
FY 21-22 Annual Pavement Preservation Program (Zone 6)  
FY 22-23 Annual Pavement Preservation Program (Zone 5)**

Dear Rick,

Harris & Associates appreciates the opportunity to present this proposal to provide professional engineering design services for the preparation of Specifications, Estimates and Exhibits for the subject FY 21-22 Annual Pavement Preservation Program (Zone 6) & FY 22-23 Annual Pavement Preservation Program (Zone 5). The project will be separated into two projects and the anticipated construction budget for each zone is \$4,250,000.

## **Harris Team**

The Harris Design Team has completed many similar street rehabilitation projects in the last five years, including the City of Yorba Linda's slurry seal and overlay programs from 2003 through 2013 and 2019-2021, including the previous resurfacing project for Zone 4 (FY 2020-21 APP) and developed the City's Pavement Management Program. Harris has also completed City of La Mirada's FY 20-21 Street Slurry Seal Project and City of Tustin's Roadway Rehabilitation and Sidewalk Repair programs from 2003 through 2019. Randall Berry, PE will serve as the project director. Marc Gallardo, PE will be the Project Manager. Randall Bliss, PE will serve as QA/QC manager. Mr. Gallardo will oversee most every aspect of the design process, from field reviews to final PS&E. He will be responsible for the production oversight of the Specifications, Estimates and Exhibits through project delivery. He will utilize his many years of pavement rehab design and construction experience to deliver a high quality design. As a budgeting tool, the design team will utilize spreadsheets for the project data to efficiently display all of the various quantities, summarize construction costs by street and calculate the construction totals.

The following will present the main project elements, scope of services, schedule and fees; all of which are based on our understanding of the project.

## Project Description/Approach

The project construction will generally consist of repairing base failures, crack sealing, a combination of either Asphalt Concrete overlays / inlays or slurry seals, adjustment of surface utilities to grade and replacement of existing striping and detector loops. The project will also consist of the application of slurry seal on selected residential streets in Zone 5 & Zone 6.

### Curb Ramps:

In general, slurry seal streets do not trigger the requirement to install new or upgraded curb ramps; however, AC overlay / inlay streets have a requirement to analyze the ramps. Curb ramps will be designed using Caltrans 2018 Standard Plans, with applicable case identified.

From our experiences with the previous Zone 3 & 4 APPP and the lessons learned, the Harris team has developed a plan to design and construct the anticipated curb ramps more efficiently while complying with ADA standards.

Curb ramps will be categorized into four subsets:

1. Curb ramps that can be designed by using the applicable standard plans.
2. Curb ramps that are challenging, but can be designed using a “Harris Standard” – a chart that specifies the curb ramp’s lengths and slopes for the contractors use (Hybrid Case). Figure 1 and Figure 2 are examples of this Hybrid Case.

White Lane Ramp Location	Caltrans Standard Case		Ramp Dimensions							
	Program-Specified Case	User-Specified Case	Length of Ramp (ft.)	Depth of Landing (ft.)	Length of Wing (ft.)		Landing Grade (%)	Rebuild Landing?	Join Condition at BOW	
					Left Wing	Right Wing				
Old River Rd. NW	Case A		5.69	5.30	5.31	4.73	-0.45%	No	Join Ex.	
Old River Rd. NE	Case B		5.56	4.00	2.55	2.53	2.00%	Yes	Curb	
Old River Rd. SW	Case A		7.44	4.32	4.61	5.10	1.62%	No	Join Ex.	
Old River Rd. SE	Case A	Case A	7.09	6.16	5.30	4.93	1.28%	No	Join Ex.	
Park View Dr. NW	Case A	Case A	7.38	7.39	5.43	4.94	1.56%	No	Join Ex.	
Park View Dr. NE	Case B		5.49	4.00	0.26	0.52	2.00%	Yes	Curb	
Park View Dr. SW	Case A	Case A	6.72	6.72	4.85	5.09	0.89%	No	Join Ex.	
Park View Dr. SE	Case A	Case A	8.09	5.40	5.90	4.42	2.15%	Yes	Grade	
Pin Oak Park Blvd. NW	Case B		4.93	4.00	2.54	1.58	2.00%	Yes	Curb	
Pin Oak Park Blvd. NE	Case B		5.31	4.00	1.32	2.64	2.00%	Yes	Curb	
Pin Oak Park Blvd. SW	Case A		6.61	7.76	5.41	4.85	0.77%	No	Join Ex.	
Pin Oak Park Blvd. SE	Case B	Case A	6.48	4.00	5.21	4.63	2.00%	Yes	Join Ex.	
Kilterbury Ln. SW	Case A	Case A	6.80	6.41	5.49	5.66	0.98%	No	Join Ex.	
Kilterbury Ln. SE	Case A	Case A	6.52	5.50	5.23	4.66	0.67%	No	Join Ex.	
Umbrella Pine Way NW	Case D	Case D	6.96	4.00	5.27	4.67	1.15%	No	Join Ex.	
Umbrella Pine Way NE	Case D	Case A	6.74	4.00	4.73	5.17	0.91%	No	Join Ex.	
Gosford Rd. NW	Case B	Case A	6.12	4.00	4.85	5.22	2.00%	Yes	Join Ex.	
Gosford Rd. NE	Case A		6.66	4.19	5.11	4.50	0.83%	No	Join Ex.	
Gosford Rd. SW	Case A	Case A	7.54	4.78	4.98	5.52	1.70%	No	Join Ex.	

Figure 1 : Hybrid Curb Ramp Design Example: Curb Ramp Chart

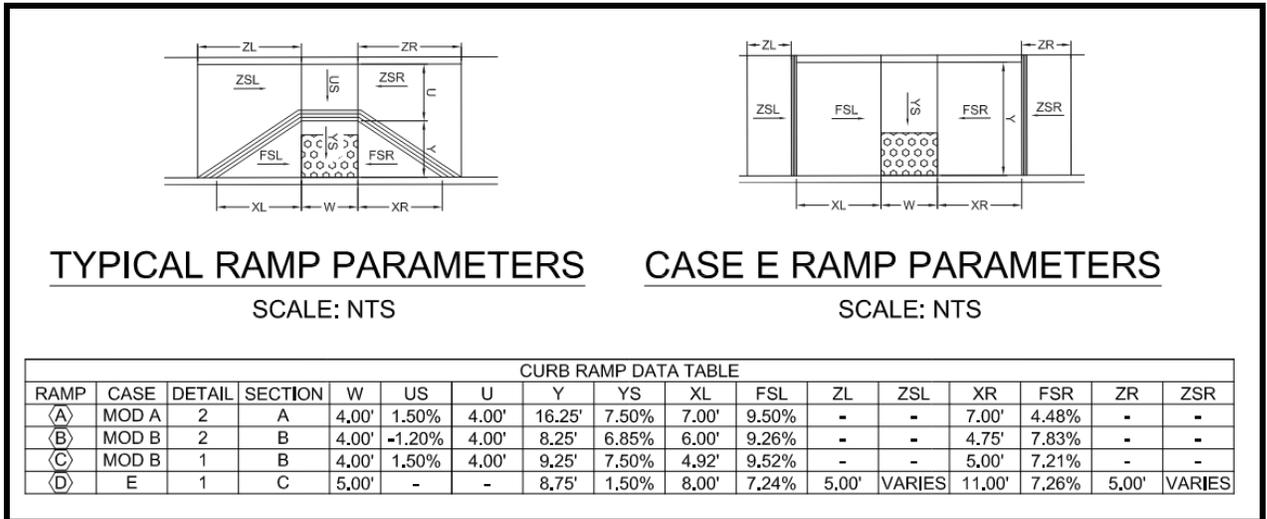


Figure 2: Hybrid Curb Ramp Design Example: Charts with “Ramp Standards”

3. **Custom Curb Ramp Designs for specific cases (difficult cases that require custom lengths and retaining curbs around obstructions).** Harris understands the level of detail required to construct curb ramps. The details will include lengths, slopes, and join locations. Elevations will be given at the contractors request (from past project experience, the contractor does not typically use elevations to “string-line” proposed curb ramps). This minimalist approach will reduce drafting time and increase design efficiency.

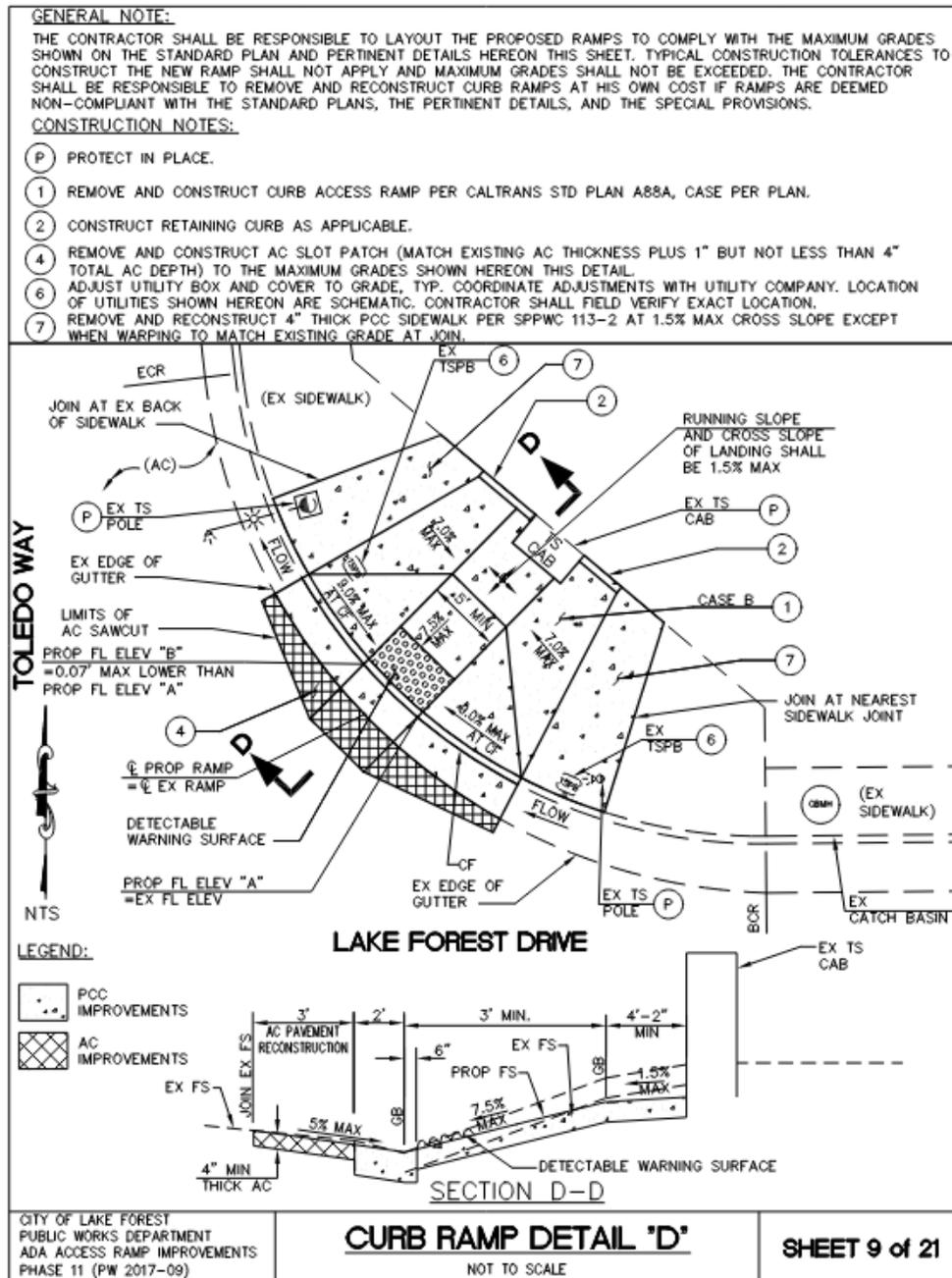


Figure 3: Custom Design Detail Example

**4. Excessive slopped terrain, which will require ADA exceptions.** Curb ramps under this category will not be able to meet ADA compliance (landings cannot meet 1.5%), but portions of these ramps can still be compliant. Harris will develop a justification memo for these ramps (Harris will develop the technical aspects of the memo for the City's use).



Figure 4: Zone 5 Avenida Adobe and Calle Sonora, PCI 67 – Possible Treatment- Overlay

Figure 4 shows an example of a typical street within a zone with excessive slopes. The Harris team will work with the City to determine the best course of action whether to deem this location infeasible and have the contractor construct non-compliant curb ramps or design this location and potentially alter the cross-gutter and spandrels.

**Because Harris' surveyor, KDM Meridian, will use LiDAR technology, this decision can be made post survey since the LiDAR scan will be able to pick up the collateral information beyond just the existing curb ramps.**

**By categorizing the curb ramps into these subsets, designs can be conveyed on the plans efficiently, which reduces the design fee and can increase the efficiency of the contractor. The contractor will have clear direction on how to proceed even if a location is deemed infeasible to meet ADA compliance.**

The addendum to this RFP states that approximately 80 curb ramps are to be constructed per zone and approximately 35 curb ramps will need some type of design. To be responsive to this RFP, Harris will base the fees on these assumptions. From an initial analysis of the curb ramps to be constructed, approximately **two-thirds (48 of the 70 assumed curb ramps for both zones)** can be designed via Hybrid Design.

**Preliminary AC Overlay / Inlay Streets Identified:**

Based on a preliminary analysis of the PCIs from the 2020 Yorba Linda PMP, some streets have already been identified as candidates to receive overlay treatments. The PMP will serve as a general guide, but Harris' field review will determine the final recommendation.

**Identifying Roadway Repair Locations:**

The following is the assumed procedure on this project for identifying repair areas:

- In the slurry seal areas, Harris will field mark (paint limit "brackets") in the field and quantify the dig-outs and log them per street address.
- The City will specify the dig-out replacement section depth (typically 4" full depth AC for both residential streets and collector streets)

- From our experiences with the previous Zone 3 & 4 APPP and the lessons learned, Harris will review edge pavement conditions to identify any potential tripping hazards. Harris will mark out these locations to grind off the excessive slurry build-up.

#### **Other Project Elements:**

The following elements will be incorporated into the project:

- Reduce the amount of time that the contractor is allowed to leave the R&R areas without the final cap to reduce the number of complaints from residents when they leave the area without the final cap for an extended period of time.
- The amount of time traffic signal loop detectors are allowed to be non-operational will be specified in the specifications.
- Special attention must be placed on following the City's truck routes, street sweeper days, trash collect days and related information as available on the City's website.
- For curb & gutter and sidewalk replacements adjacent to curb ramps, a section cannot be smaller than four feet or they must go to the nearest joint.
- It is not anticipated that parkway, sidewalk, curb or gutter will be repaired as part of the project.
- **Harris will use GIS data provided by the city to determine utility impacts due to the proposed overlay designs specifically quantifying YBLWD surface utility adjustments so they can be used during the bidding process.**
- **The Harris Team will use the city's shapefiles, existing PMP, and Harris' detailed excel sheets to efficiently shift the zones to incorporate all schools into one zone while maintaining balance. From an impact to school standpoint, Yorba Linda Blvd should be included within that zone since construction of this major arterial road will cause the most disruption.**

#### **Design Approach/Work Plan:**

After the Kick-off meeting has established all of the necessary goal refinement and Harris staff has done an initial field walk to confirm "dig-out" procedures, the first design task will be to perform a thorough field review of all candidate streets to evaluate the existing pavement conditions and determine crack seal, slurry seal and AC resurfacing treatment recommendations. All anticipated construction items will also be quantified during this initial field review process, including filed marking and quantifying dig-outs, quantifying all existing striping, slurry and overlay / inlay areas and affected utility covers in the overlay / inlay areas.

Harris will then work with City staff to prioritize the list of candidate streets and recommend which streets will be overlaid and which will be slurry sealed. The City will provide the replacement pavement section depth(s) and overlay depths(s). The design team will then work with City staff to size the project to match the total available budget (including design and construction administration costs).

Harris will then develop the bid documents, which include the specifications, quantity tables and exhibits. To be as efficient as possible, Harris will rely on the previous year's construction documents, with minor refinements and "lessons learned" during last year's construction.

Harris will develop the project specification, including contract requirements, bid schedules and a clear description of each of the bid item materials, construction methods and payment requirements.

The recommended Slurry Seal and AC Resurfacing streets will be clearly delineated on two large single plan view exhibit map. An estimate of probable construction quantities will be presented in a spreadsheet matrix format to be included in the appendix of the project specifications. The quantity spreadsheet will include a street-by-street breakdown of field verified striping, traffic loops, affected water valve covers and manhole covers and base repairs (for resurfacing areas) and AC surface course paving and slurry seal quantities.

Typical street sections will be included in the specifications for the various resurfacing conditions and will clearly delineate the roadway widths, AC overlay / inlay depths and edge grinding details. Other exhibits will include base repair details.

**To streamline the process, Harris will analyze the PMP data to see if the proposed initial recommendations provided by the PMP fall within the city's Budget. Harris will efficiently locate "borderline" streets and efficiently work with the City to achieve a successful design within the city's budget.**

**Public Safety and Convenience Elements:**

To minimize negative impacts to traffic circulation during construction, Harris will provide specific instructions in the project specifications, which set minimum lane width and driveway access requirements, coordinate trash collection and street sweeping schedules, set allowable hours of work and road closures, maintain emergency vehicle access, and address on-street parking impacts as well as impacts to schools, libraries and bus route schedules.

Specification instructions will also be utilized to:

- Maximize vehicular safety through immediate placement of temporary striping tabs after slurry seals and overlays.
- Minimize impacts to school ground drop-offs and pick-ups.
- Establish proactive public notification requirements, to be implemented before and during construction, for the benefit of the general motoring public and adjacent residents, businesses, and schools.

## Scope of Services

The following will present an outline of our proposed scope of services and is based on the City's RFP. The design services are detailed in chronological order in three tasks. It is our intent that this outline provides enough detail so our approach is clearly defined. We welcome the opportunity to discuss additions, deletions or revisions to this scope, as necessary.

### TASK I – PRELIMINARY DESIGN STAGE

1. Attend design kick-off meeting with City staff.
  - Meet with City staff and hold a "kickoff" meeting. Our design approach would be discussed. We would obtain any additional direction required from the City staff on items noted in the previous discussion. The initial slurry seal and resurfacing candidate street list will be reviewed and adjusted, as necessary, at the meeting and through an iterative refinement process during design, and the project schedule would be reviewed.
2. Review all documents provided by the City necessary to complete the design.
3. Send a preliminary notice to each utility company affected by the proposed improvements. Request plans for any existing improvements, prior rights information and, if required, an estimate and schedule from each utility for any required relocation.
4. Perform a visual inspection of all the streets within the City selected area and determine the best treatment and estimated cost of each street as preliminary evaluation. Work with the City to select the streets up to the project budget amount for further design evaluation.
  - Harris to meet with City Staff in the field to confirm "dig-out", "Inlay", "grinding excessive slurry buildup" determinations / procedures.
  - Perform field measurements to confirm the resurfacing and slurry seal quantities and record them in a quantity spreadsheet for inclusion in the project specifications.
  - Identify the need for various crack treatments (routing, cleaning, and sealing). It is assumed that crack seal requirements will not be quantified and will be covered by a lump sum bid item.
  - Perform field verification of existing quantities, including curb ramps, striping and painted legends to be restored
  - **Once Harris has identified potential Curb Ramps that will require more than a Case Designation, the City will provide feedback on the final locations to be surveyed and detailed (Curb Ramp Design Allowance Items-See Task IV).**



5. Research and record all existing improvements including, but not limited to, water and gas valves, manholes, striping, traffic loops, and other features.

6. Preparation of conceptual layouts based on shifting the zone boundaries in order to incorporate all schools into one zone while also maintaining balance in quantities and cost between the two zones. The conceptual layouts shall include preliminary construction cost estimates for each Zone for purposes of comparison.

7. Provide street list recommendation to City for review and approval. Review street treatment recommendations. Street list Construction Estimate shall amount to \$4.25 million (per zone).

8. Prepare base maps at a scale of 1" = 40' showing utilities.

9. Prepare and submit preliminary construction cost estimates and 3 sets of construction plans (65% completion level). Submit draft of project specifications.

10. Prepare and submit preliminary construction cost estimates and 3 sets of construction plans (90% completion level) incorporating City, utility and other comments from the previous submittal. Submit complete set of project specifications.

11. If applicable, send final notice to each affected utility company to complete relocations prior to the anticipated construction start date.

12. Prepare construction plans to include minimum of the following:

- Title Sheet including Street General Notes
- Street Improvement Plans
- Construction Details/Specifications

Prepare complete project specifications, matching the City's last year's format, using City provided "Boiler Plate" (General Provisions and Contract Documents), the Green Book for street improvements and Caltrans Standard specifications for markers, legends and striping. Traffic control requirements will be per WATCH Handbook or MUTCD Federal & State requirements. The Special Provisions will be in a format consistent with last year's project, with any requested updates based on feedback from lessons learned last year.

Specifications and Special Provisions will be written in book form outlining contract requirements, bid schedules, description of materials, construction methods and payment requirements; codes and specifications that must be complied with; special conditions that exist or may be encountered which would affect work; and any other items which may require special attention in order to complete the required improvements.

• Update Striping and Signing Plans from previous projects. **(Prepare up to Eight (8) striping plan sheets for arterials roads – City to Provide Autocad Drawings)**

• Construction Cost Estimate

Prepare refined itemized construction quantities and cost estimate in an Excel spreadsheet format consistent with the quantity spreadsheets in the bid documents. Prepare several iterations of the cost estimate based on City staff input, City priorities and budget constraints.

Prepare **Optional** Curb Ramp Details that will specify relative elevations, distances and grades based on received Survey (see Task IV).

## **TASK II – FINAL DESIGN STAGE**

1. Prepare final construction specifications, cost estimate and plans (100% completion level) incorporating comments from the City, affected agencies, and utility companies.
2. Upon City approval of plans and specifications, provide final construction drawings in digital format, sealed and signed by a supervising California Licensed Civil Engineer. Submit project specifications in digital format. Submit copies of pertinent correspondence, including responses from utilities and affected agencies.
3. Answer contractor's questions during construction regarding the design.

## **TASK III – BID STAGE SERVICES**

1. Respond in writing to all written requests for clarification received from prospective bidders during bid period.
2. Prepare and issue addenda to the bid package as necessary.
3. Answer RFI's, review submittals, and prepare change orders.

## **TASK IV – CURB RAMP DESIGN ALLOWANCE**

1. Identify number of curb ramps to be constructed based on proposed design.
2. Curb Ramps will be designed based on their difficulty and be categorized:
  - **Standard Case** to called out on zone map (**Fee included in TASKS I & II**)
  - **Hybrid Curb Ramp Design** - Curb ramps designed using charts (to specify lengths and slopes) and using a specified standard detail.
  - **Custom Curb Ramp Details** - cases that require custom lengths and retaining curbs around obstructions.
  - **ADA exception** – Provide tech memo that the city can use for locations deemed infeasible (**Fee included in TASKS I & II**).

## **City Responsibilities**

The City would assume the following responsibilities:

- A. Provide all existing data and information relevant to the proposed project, including electronic base map of the Zone 5 & 6 areas.

- B. Provide any AC overlay, AC inlay and AC “dig-out” thicknesses.
- C. All funding and environmental document preparation and processing
- D. Pay all outside agency permit fees, if any.
- E. Prepare any water quality BMP documents should they be required.
- F. Advertise the project for construction bids.
- G. Copy and provide bid sets of the construction documents to bidders.
- H. Award and administer construction contract, unless otherwise negotiated with Harris.

## Schedule

The project can be started quickly because we will not have to wait for survey data to begin. We anticipate the initial fieldwork and efforts to develop preliminary exhibits, lists and cost estimates ready for a feedback meeting with the City will require eight (8) weeks from receipt of our written Notice to Proceed. A refined 90% submittal of the specifications, exhibits and estimate, which reflects the City’s feedback meeting comments, would be submitted within three (3) weeks of said feedback meeting. One (1) additional 100% review submittal would be required thereafter and would be submitted within three (3) weeks of receiving the City’s final plan check comments. The camera-ready bid package would be delivered immediately upon the City’s approval of the 100% review set. If the anticipated NTP is December 6, 2021, the goal for final PS&E for the first zone is achievable. We would be happy to discuss this schedule further and it will be confirmed at the initial project “kick-off” meeting.

**Anticipated Final PS&E for Zone 6 is March 25, 2022 and Zone 5 is June 15, 2022.**

## Fees

Harris & Associates proposes to provide the previously detailed services for the total hourly “not-to-exceed” fee presented below. A summary of the proposed fees is presented below for your information and use in evaluating this proposal. A separate detailed table of man-hours for the various team members assigned to the major tasks is also attached. These fees should be considered as a negotiable offer and we would be happy to discuss them in association to our proposed scope of work and make revisions where mutually agreeable.

### TASKS I thru IV - Services

<u>TASK</u>	<u>TOTAL</u>
TASK I – PRELIMINARY DESIGN STAGE	\$112,995
TASK II – FINAL DESIGN STAGE	\$23,780
TASK III – BID STAGE SERVICES	\$15,020
<b>Grand Total =</b>	<b>\$151,795</b>

### TASK IV – Curb Ramp Design Allowance

KDM Meridian Survey Daily Rate (est 4-5 Locations)	
\$5,000/Day (assume 5 days) = \$25,000 + 10% Markup (\$2,500)	\$27,500
Hybrid Curb Ramp Design with charts: \$1,000/Ramp (48 Curb Ramps)	\$48,000



Custom Curb Ramp Details: \$1,500/Ramp (22 Curb Ramps) \$33,000

**Curb Ramp Design Allowance Total (assuming 35 ramps per zone to design) = \$108,500**

**Grand Total with Curb Ramp Design Allowance = \$ 260,295**

Our services would be accomplished per our present on-call contract with the City. Fees would be invoiced monthly based on the actual hours of work completed. Reproduction costs are included in the fees above. Outside Agency fees are not included in the proposed fee.

Harris & Associates looks forward to the continued opportunity to be of service to the City of Yorba Linda. Please feel free to call me with any questions or if you require anything additional at (949) 536 – 2503.

Sincerely,  
Harris & Associates



Randall Berry, PE  
Director, Engineering Services

## **EXHIBIT B**

### **SCHEDULE OF COMPENSATION**

Payment shall be on a “Fixed Fee” basis in accordance with the Consultants Schedule of Compensation attached herewith for the work tasks performed in conformance with Section 2.2 of the Agreement. Total compensation for all work under this contract shall not exceed **Two Hundred Sixty Thousand Two Hundred Ninety-Five Dollars (\$260,295.00)** except as specified in Section 1.2 - Changes and Additions to Scope of Services of the Agreement.

# CITY OF YORBA LINDA

FY 2021-22 APPP (Zone 6)

FY 2022-23 APPP (Zone 5)

December 6, 2021



**Table of Tasks/Personnel/Time per Task**

TASKS	PROJECT DIRECTOR - QA/QC MANAGER	PROJECT MANAGER	PROJ ENGR	PROJECT DESIGNER	TOTAL COST
\$ PER HOUR	\$230	\$185	\$150	\$100	
<b>TASK I – PRELIMINARY DESIGN STAGE</b>					
Kick-off Meeting & Document Review (2 total)	4	4			\$ 1,660.00
Utility Notification/Coordination (Ongoing Through 100% PS&E)		6	6	6	\$ 2,610.00
Field Review - Includes recording topographic features	1	120	120		\$ 40,430.00
Utility Base Mapping (Plotting Utilities on Striping Plans)		1	8	60	\$ 7,385.00
<b>Zone Shifting Analysis for Schools</b>		<b>4</b>	<b>8</b>	<b>2</b>	<b>\$ 2,140.00</b>
<b>65% PS&amp;E (3 sets)</b>					
A. Construction Exhibits, Typical Sections & Charts		8	40	40	\$ 11,480.00
B. Update and Verify Striping Plans (up to 8 sheets from As-Builts and Field Review)		2	16	20	\$ 4,770.00
B. Specifications	2	36	16		\$ 9,520.00
C. Estimate		16	32	16	\$ 9,360.00
D. QA/QC Review	8	8			\$ 3,320.00
<b>95% PS&amp;E (3 sets) Based on City Feed Back Meeting</b>	<b>4</b>	<b>40</b>	<b>40</b>	<b>60</b>	<b>\$ 20,320.00</b>
<b>Subtotal</b>	<b>19</b>	<b>245</b>	<b>286</b>	<b>204</b>	<b>\$ 112,995.00</b>
<b>TASK II – FINAL DESIGN STAGE (100% PS&amp;E)</b>					
A. Construction Exhibits, Typical Sections & Charts		4	16	16	\$ 4,740.00
B. Specifications	4	16	8		\$ 5,080.00
C. Estimate		8	20	16	\$ 6,080.00
D. QA/QC Review	4	8			\$ 2,400.00
E. Construction Document Processing		8	16	16	\$ 5,480.00
<b>Subtotal</b>	<b>8</b>	<b>44</b>	<b>60</b>	<b>48</b>	<b>\$ 23,780.00</b>
<b>TASK III – BID STAGE SERVICES</b>	<b>4</b>	<b>60</b>	<b>20</b>		<b>\$ 15,020.00</b>
<b>Subtotal</b>	<b>4</b>	<b>60</b>	<b>20</b>	<b>0</b>	<b>\$15,020.00</b>
<b>GRAND TOTAL HOURS=</b>	<b>31</b>	<b>349</b>	<b>366</b>	<b>252</b>	
<b>GRAND TOTAL COSTS =</b>	<b>\$7,130</b>	<b>\$64,565</b>	<b>\$54,900</b>	<b>\$25,200</b>	<b>\$151,795.00</b>
<b>TASK IV –CURB RAMP DESIGN ALLOWANCE</b>					
KDM Meridian Survey Daily Rate (est 4-5 Locations)	\$5,000/ Day (assume 5 days) = \$25,0000 + 10% Markup (\$2,500)				\$27,500.00
Hybrid Curb Ramp Design (Assume 48 Ramps)	Designed Curb Ramps with Charts and specified standard detail - \$1,000/Ramp				\$48,000.00
Custom Curb Ramp Details (Assume 22 Ramps)	\$1,500/Ramp				\$33,000.00
<b>Task IV Subtotal</b>					<b>\$108,500.00</b>
<b>GRAND TOTAL COSTS with Curb Ramp Design Allowance=</b>					<b>\$260,295.00</b>

## **EXHIBIT C**

### **SCHEDULE OF PERFORMANCE**

Consultants Project Schedule is attached and made a part of this agreement. Consultant shall complete services presented within the scope of work contained within Exhibit "A" in accordance with the attached project schedule.

**FY 21-22 (Zone 6) & FY 22-23 (Zone 5)**

ID	Task Name	Duration	Start	Finish	December 2021							January 2022					February 2022					March 2022					April 2022					May 2022					June 2022									
					7	12	17	22	27	1	6	11	16	21	26	31	5	10	15	20	25	2	7	12	17	22	27	1	6	11	16	21	26	1	6	11	16	21	26	31	5	10	15	20	25	
1	<b>PS&amp;E NTP</b>	<b>127 days</b>	<b>Tue 12/21/21</b>	<b>Wed 6/15/22</b>	[Summary bar from 12/21 to 6/15]																																									
2	<b>Zone 6</b>	<b>69 days</b>	<b>Tue 12/21/21</b>	<b>Fri 3/25/22</b>	[Summary bar from 12/21 to 3/25]																																									
3	NTP	0 days	Tue 12/21/21	Tue 12/21/21	[Milestone diamond at 12/21]																																									
4	Initial Field Work/Prelim Design	35 days	Tue 12/21/21	Mon 2/7/22	[Task bar from 12/21 to 2/7]																																									
5	50% City Review	5 days	Tue 2/8/22	Mon 2/14/22	[Task bar from 2/8 to 2/14]																																									
6	50% Feedback Meeting	0 days	Mon 2/14/22	Mon 2/14/22	[Milestone diamond at 2/14]																																									
7	90% PS&E Development	12 days	Tue 2/15/22	Wed 3/2/22	[Task bar from 2/15 to 3/2]																																									
8	90% Submittal	0 days	Wed 3/2/22	Wed 3/2/22	[Milestone diamond at 3/2]																																									
9	90% City Review	5 days	Thu 3/3/22	Wed 3/9/22	[Task bar from 3/3 to 3/9]																																									
10	100% PS&E Development	12 days	Thu 3/10/22	Fri 3/25/22	[Task bar from 3/10 to 3/25]																																									
11	Issue Bid Ready PS&E	0 days	Fri 3/25/22	Fri 3/25/22	[Milestone diamond at 3/25]																																									
12	<b>Zone 5</b>	<b>58 days</b>	<b>Mon 3/28/22</b>	<b>Wed 6/15/22</b>	[Summary bar from 3/28 to 6/15]																																									
13	Initial Field Work/Prelim Design	20 days	Mon 3/28/22	Fri 4/22/22	[Task bar from 3/28 to 4/22]																																									
14	50% City Review	5 days	Mon 4/25/22	Fri 4/29/22	[Task bar from 4/25 to 4/29]																																									
15	50% Feedback Meeting	0 days	Fri 4/29/22	Fri 4/29/22	[Milestone diamond at 4/29]																																									
16	90% PS&E Development	15 days	Mon 5/2/22	Fri 5/20/22	[Task bar from 5/2 to 5/20]																																									
17	90% Submittal	0 days	Fri 5/20/22	Fri 5/20/22	[Milestone diamond at 5/20]																																									
18	90% City Review	5 days	Mon 5/23/22	Fri 5/27/22	[Task bar from 5/23 to 5/27]																																									
19	100% PS&E Development	13 days	Mon 5/30/22	Wed 6/15/22	[Task bar from 5/30 to 6/15]																																									
20	Issue Bid Ready PS&E	0 days	Wed 6/15/22	Wed 6/15/22	[Milestone diamond at 6/15]																																									

Updated: Tue 12/14/21

Milestone  
 Task  
 Summary 