

## **AGREEMENT FOR ENGINEERING AND SURVEY SERVICES**

### **BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT MULTLI-USE PATHWAY – MESA/OLEMA-BOLINAS ROAD PROJECT**

The following is an Agreement dated as of October \_\_\_, 2023 by and between the Bolinas Community Public Utility District, hereinafter referred to as “DISTRICT” and BKF Engineers, hereinafter referred to as “CONSULTANT”.

#### RECITALS

WHEREAS, CONSULTANT represents to DISTRICT that it is a duly qualified engineering firm experienced in the preparation of plans and specifications for the installation, rehabilitation and repair of multi-use pathways in Marin County; and

WHEREAS, in the judgment of the Board of Directors of DISTRICT, it is necessary and desirable to employ the services of CONSULTANT to provide engineering and survey services for the improvement of a multi-use pathway on DISTRICT property adjacent to Mesa Road and Olema-Bolinas Road in Bolinas, California.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

#### AGREEMENT

1. Services. This Agreement is consummated for the purpose of the provision of civil engineering and land survey services, as more particularly described in CONSULTANT’s Pathway Survey and Design Proposal attached hereto and incorporated in as Exhibit A.

1.1 Scope of Services. In accordance with the terms and conditions set forth in this Agreement, CONSULTANT agrees to perform all Base Scope of Work services described in Exhibit A. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.2 Performance Standard. CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person or firm practicing in CONSULTANT’s profession. If DISTRICT determines that any of CONSULTANT’s work is not in accordance with such level of competency and standard of care, DISTRICT, in its sole discretion and in addition to any other remedies provided herein or by law, shall have the right to do any or all of the following:

- a. Require CONSULTANT to meet with DISTRICT to review the quality of the work and resolve matters of concern;
- b. Require CONSULTANT to repeat the work at no additional charge until it is satisfactory to the DISTRICT; or

- c. Terminate this Agreement in accordance with the provision of Section 4 herein.

1.3 Assigned Personnel. CONSULTANT shall assign the work hereunder to Jason Kirchmann, P.E., PLS, QSD/P and such other personnel employed by CONSULTANT and selected by Jason Kirchmann, P.E., PLS, QSD/P.

2. Payment.

2.1 Notwithstanding anything stated to the contrary herein, for performance of the Services (including, without limitation, all tools, equipment, labor, supplies, supervision and materials), DISTRICT agrees to pay, and CONSULTANT agrees to accept compensation in accordance with the Fee Structure specified in Exhibit B attached hereto and incorporated herein, and expense reimbursement in accordance with Section 2.2, provided, however, that the total sum of all payment to be made by DISTRICT to CONSULTANT shall not exceed \$75,000.00 for the Services to be performed under this Agreement. Billing rates for labor categories in Exhibit B cover all salary-related costs including, without limitation, salary, fringe benefits, overhead, taxes, insurance and profit.

2.2 Monthly invoices shall be submitted by CONSULTANT and shall identify the basis for determination of the percentage of completion, the number of hours worked on DISTRICT's behalf during the period by job classification and a description of the work performed, the time spent on each task, the percent of each task completed during the period, and total percent of each task completed.

2.3 DISTRICT shall make monthly payments based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.

2.4 All payments will be made in accordance with this Agreement.

3. Term of Agreement. The term of this Agreement shall commence in accordance with Section 8 below and CONSULTANT shall complete the work described in Exhibit A on or before [REDACTED], 2024. Additional time in proportion to the amount of review time used by the DISTRICT greater than that assumed in the CONSULTANT'S proposal will be allowed.

4. Termination. At any time and with or without cause, DISTRICT shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days prior written notice to CONSULTANT. In the event of such termination, DISTRICT shall pay CONSULTANT for services satisfactorily rendered as of the date of the notice of termination. If CONSULTANT should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, DISTRICT may immediately terminate this Agreement by giving CONSULTANT written notice of such termination and stating the reason for such termination. In such event, CONSULTANT shall be entitled to receive payment for all services satisfactorily rendered as of the date of the notice of termination, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by DISTRICT by virtue of the breach of the Agreement by



CONSULTANT. For agreements where payment is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by CONSULTANT bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by DISTRICT by virtue of the breach of the Agreement by CONSULTANT

5. Options upon Breach by CONSULTANT. If CONSULTANT materially breaches any of the terms of this Agreement, DISTRICT's remedies shall include, but not be limited to, the following:

5.1 Immediately terminate the Agreement;

5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONSULTANT pursuant to this Agreement;

5.3 Retain a different consultant to complete the Services not finished by CONSULTANT pursuant to this Agreement; and/or

5.4 Charge CONSULTANT the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that DISTRICT would have paid CONSULTANT pursuant to Section 2 if CONSULTANT had completed the work.

6. Indemnification. CONSULTANT shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the DISTRICT and its officials, directors, officers, employees, agents and authorized volunteers from and against any and all claims, but only to the extent that such claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the CONSULTANT. CONSULTANT will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the DISTRICT shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the DISTRICT. With respect to third party claims against the CONSULTANT, the CONSULTANT waives any and all rights of any type of express or implied indemnity against the DISTRICT.

The foregoing obligation of CONSULTANT shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the DISTRICT or its officials, directors, officers, employees, agents, or authorized volunteers and (2) the actions of CONSULTANT or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2782.8 of the California Civil Code. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

Acceptance by DISTRICT of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, CONSULTANT acknowledges and agrees to the provisions of this Section and that it is material element of consideration.

7. Insurance. Before beginning any work under this Agreement, CONSULTANT, at its own cost and expense, shall procure and maintain the types and amounts of insurance listed below at all times during the performance of CONSULTANT's work under this Agreement. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by DISTRICT. If any of the required coverages expire during the term of this Agreement, CONSULTANT shall deliver the renewal certificate(s), including the general liability additional insured endorsement, to DISTRICT at least ten (10) days prior to the expiration date.

7.1 **Verification of Coverage**

- a. Properly executed certified Certificates of Insurance clearly evidencing all coverage's, limits and endorsements required by this Agreement. Said Certificates shall be submitted to DISTRICT prior to the execution of the Agreement.
- b. Certified copies of the specified endorsements for each policy. Said endorsement copies shall be submitted to the DISTRICT within thirty (30) days of execution of this Agreement.

7.2 **Minimum Scope of Insurance**. Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office (ISO) Business Auto Coverage (form CA 0001) covering Symbol 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability coverage appropriate to 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 five (5) years after the completion of the contract work. CONSULTANT shall purchase a five-year extended reporting period if (i) the retroactive date is advanced past the effective date of this Agreement; (ii) 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.

less than: **7.3 Minimum Limits of Insurance.** CONSULTANT shall maintain limits no

- a. General Liability: Two million dollars (\$2,000,000) per occurrence, including products and completed operations, bodily injury, personal and advertising injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: One million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- c. Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
- d. Professional Liability: One million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- e. Worker's Compensation: CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees. The insurance must be endorsed to waive all rights of subrogation against the DISTRICT and its officials, officers, directors, employees, agents and volunteers for loss arising from or related to the Services.

**7.4 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**7.5 All Policies Requirements.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. DISTRICT shall be named as an additional insured. DISTRICT, its officers, officials, directors, employees, agents and authorized volunteers

are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT, or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its officers, officials, directors, employees, agents or authorized volunteers.

- b. For any claims related to this project or the performance of the Services under this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, directors, employees, agents and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, directors, employees, agents or authorized volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the DISTRICT, its officers, officials, directors, employees, agents or authorized volunteers.
- d. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. A certified endorsement must be attached to all each insurance policy required by this Agreement stating that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits by the insurance carrier or CONSULTANT except after thirty (30) days' prior written notice has been given to the DISTRICT.

**7.4 Policy Obligations.** CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**7.5 Material Breach.** If CONSULTANT, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONSULTANT, DISTRICT may deduct from sums due to CONSULTANT any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

**8. Commencement of Work.** CONSULTANT is authorized to proceed with the performance of this Agreement upon date of issuance, by the DISTRICT's General Manager, or written notice to proceed with the Services, and shall complete said performance in accordance



with the time specified in this Agreement, provided, however, that if the scheduled performance is delayed by earthquake, flood, high water, other Act of God or by strike, lockout or similar labor disturbances, the time for CONSULTANT's scheduled performance of this Agreement shall be extended by a number of days equal to the number of days the schedule has been delayed.

9. Extra or Changed Work. Only the DISTRICT's General Manager may authorize extra or changed work. Failure of CONSULTANT to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

10. Representations and Warranties of CONSULTANT.

10.1 Standard of Care. DISTRICT has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby warrants that all Services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT's Services by DISTRICT shall not operate as a waiver or release.

10.2 Status of CONSULTANT. The parties intend that CONSULTANT, in performing the services hereinafter specified, shall act as an independent CONSULTANT and shall have control of the work and the manner in which it is performed. CONSULTANT shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent. CONSULTANT is not to be considered an agent or employee of DISTRICT, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits DISTRICT provides its employees. In the event DISTRICT exercises its right to terminate this Agreement pursuant to Section 4 above, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable employees.

10.3 Taxes. CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but no limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold DISTRICT harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations. In case DISTRICT is audited for compliance regarding any withholding or other applicable taxes, CONSULTANT agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10.4 Cost Disclosure. In accordance with Government Code §7550, CONSULTANT agrees to state in a separate portion of its filed report, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

10.5 Records Created As Part of CONSULTANT's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that CONSULTANT prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. CONSULTANT hereby agrees to deliver those documents to the DISTRICT upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. DISTRICT and CONSULTANT agree that, until final approval by DISTRICT, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

10.6 Records Maintenance. CONSULTANT shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compassable under this Agreement and shall make such documents and records available to DISTRICT for inspection at any reasonable time. CONSULTANT shall maintain such records for a period of not less than five (5) years, or for any longer period required by law, from the date of final payment to the CONSULTANT to this Agreement

10.7 Inspection and Audit of Records. Any records or documents that Section 10.6 of this Agreement requires CONSULTANT to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the DISTRICT. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years after final payment under the Agreement.

10.8 Conflict of Interest. CONSULTANT may serve other clients, but none whose activities within the corporate limits of DISTRICT or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

CONSULTANT shall not employ any DISTRICT official in the work performed pursuant to this Agreement. No officer or employee of DISTRICT shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

CONSULTANT hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the DISTRICT. If CONSULTANT was an employee, agent, appointee, or official of the DISTRICT in the previous twelve (12) months, CONSULTANT warrants that it did not participate in any manner in the



forming of this Agreement. CONSULTANT understands that, if this Agreement is made in violation of Government Code §1090, *et. seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the DISTRICT for any sums paid to the CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.9 Nondiscrimination. CONSULTANT shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or any other characteristic protected by law, during the term of this Agreement and any extension of the term.

10.10 Licenses and Permits. CONSULTANT represents and warrants to DISTRICT that CONSULTANT and its employees, agents, and any subcontractors have all applicable licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice in their respective professions. CONSULTANT expressly represents and warrants that CONSULTANT and its employees, agents, and any subcontractors shall at their sole cost and expense, keep in effect at all times during the term of this Agreement any applicable licenses, permits, and approvals that are legally required to practice their respective professions.

10.11 Laws, Regulations and Permits. CONSULTANT shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the CONSULTANT's work to be performed under this Agreement.

10.12 Safety. 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 State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

11. Demands for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and, until the party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this

Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

12. Assignment. Neither party hereto shall assign, delegate, sublet or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no assignment shall be of any force or affect whatsoever unless and until the other party shall have so consented. CONSULTANT hereunder offers and agrees to assign to DISTRICT, and agrees to require its subcontractors to offer and agree to assign the DISTRICT, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time DISTRICT tenders final payment to CONSULTANT, without further acknowledgement of the parties.

13. Ownership and Disclosure of Work Product. DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by CONSULTANT in the performance of and prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement. CONSULTANT may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of DISTRICT, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Thereby, CONSULTANT and DISTRICT acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. CONSULTANT and DISTRICT acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.



14.3 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.4 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for breach thereof shall be brought and tried in the County of Marin.

14.5 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.6 Merger. This writing, including all exhibits attached hereto, is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.7 Time of Essence. Time is and shall be of the essence in this Agreement and of each and every provision contained in this Agreement. CONSULTANT acknowledges and understands that timely design, construction and completion of the Project is of critical importance to DISTRICT. CONSULTANT's services under this Agreement shall be performed as expeditiously as is consistent with professional skill, judgment and care and the orderly progress of the Project.

14.8 Notices. Any written notice to CONSULTANT shall be sent to:

BKF Engineers  
ATTENTION: Jason Kirchmann, P.E., PLS, QSD/P  
4040 Civic Center Drive  
Suite 530  
San Rafael, California 94903

Phone: (415) 930-7960  
Email: jkirchmann@bkf.com

Any written notice to DISTRICT shall be sent to:

Bolinas Community Public Utility District  
ATTENTION: General Manager  
P.O. Box 390  
Bolinas, California 94924

Phone: (415) 868-1224  
Email: jblackman@bcpud.org

14.9 Professional Seal. Where applicable in the determination of the DISTRICT, 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.

14.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

14.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CONSULTANT:

DISTRICT:

By: \_\_\_\_\_  
Title:  
BKF Engineers

By: \_\_\_\_\_  
Title:  
Bolin Community Public Utility District



EXHIBIT A

PATHWAY SURVEY AND DESIGN PROPOSAL

April 17, 2023  
BKF No C20220377-10



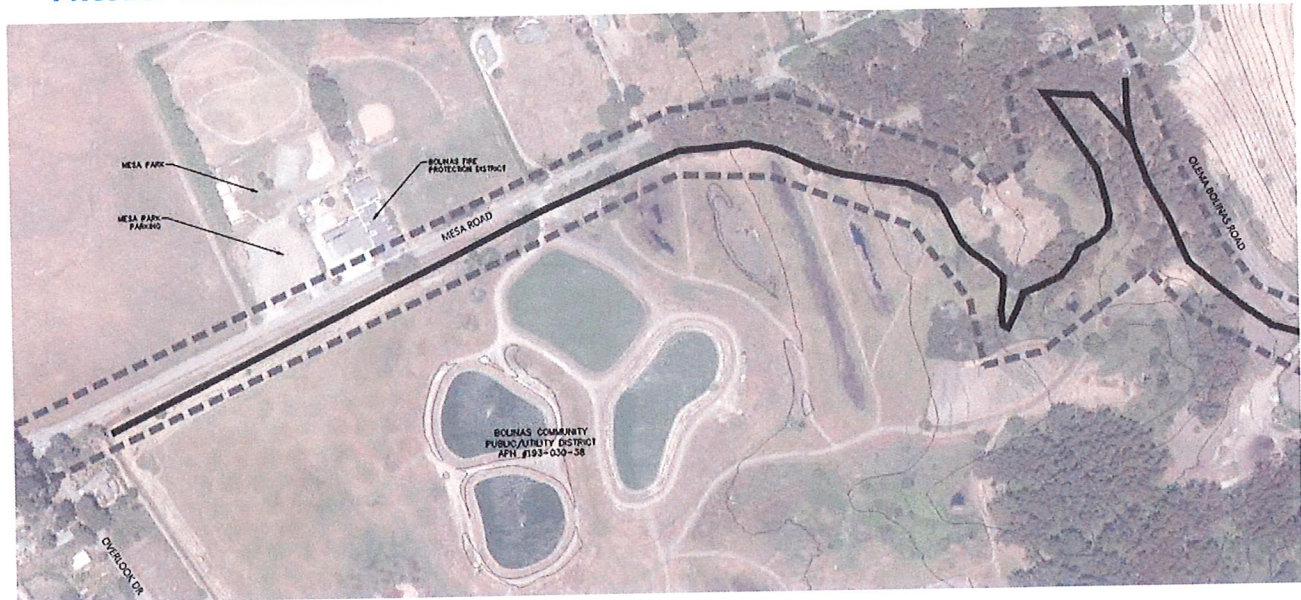
Jennifer Blackman, General Manager  
Bollinas Community Public Utility District  
270 Elm Road  
Bollinas, California 94924  
*Transmitted Via Email*

**Subject: Multi-Use Pathway – Mesa/Olema-Bollinas Rd Project  
Additional Service Request No. 1  
Pathway Survey and Design**

Dear Jennifer:

BKF Engineers (BKF) is pleased to present the enclosed proposal for civil engineering and land surveying services associated with the improvement of the existing multi-use pathway over the Bollinas Community Public Utility District (BCPUD) properties adjacent to Mesa Rd and Olema-Bollinas Rd in Bollinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

**PROJECT UNDERSTANDING**



Based on our site visit with representatives from BCPUD and WRA environmental consultants, we understand the project as:

*The project proposes to pave a previously constructed gravel path generally following the highlighted alignments above. The gravel path was constructed in 2008 and since that time, vegetation has encroached onto the pathway alignment and reducing its usable width. At the time of original construction, the community encouraged the pathway to be of a gravel type surface, but now,*



*considering the maintenance challenges and longevity of the path system, the community and BCPUD are seeking to provide a more durable surface (anticipated to be asphalt concrete) over the existing path and potentially to extend the pathway network towards downtown Bolinas.*

*The project has been funded by California State Parks grant funds. Based on initial planning and cost estimating efforts completed by BKF, we believe that the funds will not be sufficient to cover costs associated with improving the entire length of the primary pathway, and will not be able to support any proposed pathway extensions. At this time, it is expected that the project may need to be designed and/or constructed in phases. However, the project may qualify for additional grant funding sources that can support further improvements and expansions.*

## II. SCOPE OF SERVICES

### TASK 1: DATA COLLECTION AND BASE MAPPING

1. **Topographic Survey:** BKF will prepare topographic base mapping of the project site and immediate surroundings. The topographic mapping will consist of:
  - a. The mapping will identify visible site features, significant structures, curbs, gutters, edges of pavement, walkways, significant landscape features, striping, signage, fences, trees measuring 6-inches at chest height and larger, walls, significant drainage features, creek geometry, driveway cuts and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the parking lot and immediately adjacent improvements.
  - b. The mapping is anticipated to be compiled at 1" = 20', and will also indicate individual spot elevations at various locations throughout the site.
  - c. The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88), unless otherwise agreed upon in writing prior to commencement of the survey.
  - d. The horizontal location and rotation of the mapping is anticipated to be on an "assumed" coordinate system and will include survey ties to control established for previous phases of the project, prepared by other consultants, or otherwise agreed upon in writing prior to commencement of the survey.

BKF is not proposing to conduct subsurface utility exploration as part of this work. Underground information shown on the base mapping will be identified based on visual observation of surface improvements and available record data. If record information is non-conclusive, and subsurface utilities become critical to the design in terms of routing, size or potential construction conflicts, further exploratory methods and services may become necessary, and can be provided as an additional service.

### TASK 2: CONSTRUCTION DOCUMENTS PHASE

1. **Concept Design and Permit Approach Confirmation:** BKF will prepare a conceptual design based on the data collected as part of our prior preliminary design and cost estimating work. The conceptual design will identify general locations of typical sections and the anticipated pathway alignment. Upon completion of the conceptual plan, BKF will participate in one (1) meeting with BCPUD and County of Marin staff to review the scope of the project and confirm that the work can be completed without additional permits, due to the project being repair and maintenance work.
2. **30% Construction Documents:** BKF will prepare construction documents to 30% level of completion. During this task the general cross sections, horizontal and vertical alignments will be confirmed.



Preliminary quantities and approximate engineer's opinion of probable construction costs will be developed.

Project specifications, detailed cost estimates, phasing plans or right of way acquisitions are **not** anticipated to be prepared during this phase. It is assumed that the project will be exempt from stormwater quality features, such as those set forth in the BASMAA design guidelines, therefore no stormwater quality programming or design is anticipated.

3. **75% Construction Documents:** BKF will incorporate comments from the 30% Construction Document submittal and will prepare construction documents to 75% level of completion for review and comment by BCPUD. During this task, the following documents are anticipated to be compiled:
  - a. **Drawings:** We will prepare the following drawings:
    - Civil Cover Sheet
    - Notes & Legend
    - Existing Conditions
    - Demolition Plan
    - Horizontal Control Plan
    - Grading and Drainage Plan
    - Construction Details
    - Sedimentation and Erosion Control Plan
  - b. **Specifications:** BKF will prepare final technical specifications in CSI format for elements included in our scope of work. BKF will consider "front end" specifications in its development of the technical specifications, however preparation of these provisions is not included. The scope of any and all specifications to be prepared in this proposal are limited to technical specifications or reference to standard, locally accepted specifications.
  - c. **Submittal:** It is assumed that this package will be reviewed by BCPUD and submitted as the first submittal to the County to accompany approval of the project as a maintenance project covered under the existing Coastal Permit.
4. **100% Construction Documents:** BKF will incorporate comments from the 75% Construction Document submittal and will prepare construction documents to 100% level of completion. During this phase, the documents will be further developed for bid and construction of the project. Final Project Additive Alternates will be delineated as well as the completion of the Bid Item list and Opinion of Probable Construction Costs. The 100% Construction Document package will be submitted to BCPUD for final review and comment.
5. **Bid Documents:** BKF will incorporate comments from the 100% Construction Document submittal and will generate signed and sealed documents for Bid and Construction of the project.
6. **Meetings, Project Management and Coordination:** BKF will conduct on-going project support with BCPUD and the environmental consultant throughout the project. We have assumed that project coordination will be in the form of phone calls, email correspondence and occasional web-based virtual meetings as needed to address specific action items. BKF has also included time to meet in-person with BCPUD to receive comments on each submittal package. Coordination and meetings are limited to those explicitly described herein. Daily, weekly or other regularly occurring meetings, or meetings occurring with other agencies, are not anticipated.





### III. OPTIONAL SERVICES

#### OPTIONAL TASK 1: BOUNDARY SURVEY

1. **Boundary Survey:** BKF Engineers (BKF) will perform a survey of the BCPUD property lines and County right of way within the project vicinity. These boundary surveying services will include:
  - a. Public Records Research – BKF will obtain and assemble the available maps and deeds for the subject property and its adjoining property owners. We may consult with the Marin County Surveyor's Office to review any existing or pending records that may be available.
  - b. Private Records Research – BKF will obtain private unrecorded survey maps and field notes for the subject property and surrounding areas as necessary to perform the formal boundary analysis. Monuments which are not "of record" have been shown on surrounding recorded surveys indicating that at least one private archive will need to be accessed. Custodians of these private archives charge an access and research fee for this information which will be invoiced separately from the fees for professional services herein. Services under this task include inquiry and research at the "Oglesby" archive currently stored in the County's Anne T. Kent Library room.
  - c. Reconnaissance – BKF will conduct field research for primary monumentation and relevant evidence to establish boundary resolution, including survey markers, fences, hubs, iron pipes, etc.
  - d. Boundary Determination – Once the research and field reconnaissance has been completed, BKF will perform a final boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the Title and other documentary evidence.
  - e. Record of Survey – Based on the requirements of Section 8762 of the Professional Land Surveyors Act of the State of California, BKF will prepare a Record of Survey to fulfill our legal and professional obligation. The Survey will be prepared in accordance with the requirements of the California State Professional Land Surveyor's Act. The Record of Survey will be submitted to the Marin County Surveyor for checking and ultimate recording.
2. **Geotechnical Investigation:** BKF, through a subconsultant will perform limited field investigations of the project site to observe soil and geologic conditions. The field investigation is anticipated to be limited to seven (7) locations consisting of shallow pits or hand auger investigations. No drilling services are anticipated. Based on the field data collected and the contemplated project, the geotechnical engineer will develop a memorandum summarizing findings and proposed design elements.
3. **Funding Opportunity Support:** BKF's grant writing team can provide support to BCPUD to help the District identify and apply for additional grant funding opportunities to supplement the pathway construction or to support the future expansion of the pathway network.
4. **Bid and Construction Support Services:** If requested, BKF can provide services to support the contractor and BCPUD during the bid and construction phase of the project. Anticipated services include written response to requests for information (RFI's), submittal reviews, substitution requests, informational bulletins, addendums, attending pre-construction meetings, site visits to provide clarification of the consultant's design intent for the contractor, architect or owner, stormwater facility construction observations, punch list walks, and record drawings.

### IV. SCOPE QUALIFICATIONS AND ASSUMPTIONS

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



agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. For the scope of work identified, we have assumed the following:

**V. COMPENSATION**

1. **BASE SCOPE OF WORK:**

BKF proposes to provide the services on a time and materials basis in accordance with the attached rate sheet.

ITEM	DESCRIPTION	FEE
1	TOPOGRAPHIC SURVEY	\$18,000
2	CONSTRUCTION DOCUMENTS	\$57,000
<b>TOTAL</b>		<b>\$75,000</b>

2. **OPTIONAL SERVICES:**

At your request, BKF can provide the following optional services on a time and materials not to exceed basis in accordance with the attached rate schedule. The optional fees shown are based on the assumption that they will be authorized and provided at the same time as the base scope of services. ***Efficiencies anticipated will not occur if authorized subsequently to the base scope or work, and in particular Optional Task 1.1 could see a significant increase in costs if the work is performed at a later time due to requests by the BCPUD, the County or BCDC whom may all require that a property line be show on the drawings.***

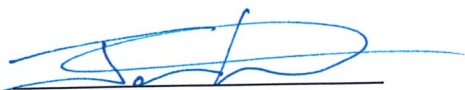
ITEM	DESCRIPTION	FEE
1.1	BOUNDARY SURVEY	\$16,000
1.2	GEOTECHNICAL INVESTIGATION	\$12,500
1.3	FUNDING OPPORTUNITY SUPPORT	TBD
1.4	BID AND CONSTRUCTION SUPPORT	TBD
<b>TOTAL</b>		<b>\$28,500</b>

In addition, please budget **\$2,000** for reimbursable expenses. Reimbursable expenses are anticipated for County Surveyor Fees, reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

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

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 415-930-7964 if you have any questions regarding our scope of services.

Respectfully,  
**BKF Engineers**



Jason Kirchmann, PE, PLS, QSD/P  
 Vice President





EXHIBIT B  
FEE STRUCTURE



**BKF ENGINEERS**  
**PROFESSIONAL SERVICES RATE SCHEDULE**

EFFECTIVE MARCH 28, 2022

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
<b>PROJECT MANAGEMENT</b>	
Principal/Vice President	\$272.00
Senior Associate/Vice President	\$244.00
Associate	\$237.00
Senior Project Manager   Senior Technical Manager	\$237.00
Project Manager   Technical Manager	\$231.00
Engineering Manager   Surveying Manager   Planning Manager	\$213.00
<b>TECHNICAL STAFF</b>	
Senior Project Engineer   Senior Project Surveyor   Senior Project Planner	\$198.00
Project Engineer   Project Surveyor   Project Planner	\$174.00
Design Engineer   Staff Surveyor   Staff Planner	\$151.00
BIM Specialist I, II, III	\$151.00 - \$174.00 - \$198.00
Technician I, II, III, IV	\$144.00 - \$153.00 - \$168.00 - \$181.00
Drafter I, II, III, IV	\$113.00 - \$124.00 - \$134.00 - \$149.00
Engineering Assistant   Surveying Assistant   Planning Assistant	\$94.00
<b>FIELD SURVEYING</b>	
Survey Party Chief	\$198.00
Instrument Person	\$170.00
Survey Chainperson	\$127.00
Utility Locator I, II, III, IV	\$103.00 - \$146.00 - \$175.00 - \$199.00
Apprentice I, II, III, IV	\$78.00 - \$105.00 - \$116.00 - \$123.00
<b>CONSTRUCTION ADMINISTRATION</b>	
Senior Consultant	\$259.00
Senior Construction Administrator	\$225.00
Resident Engineer	\$167.00
Field Engineer I, II, III	\$151.00 - \$174.00 - \$198.00
<b>PROJECT ADMINISTRATION</b>	
Project Coordinator	\$126.00
Senior Project Assistant	\$109.00
Project Assistant	\$96.00
Clerical   Administrative Assistant	\$81.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1<sup>st</sup> of each year.