

**CITY OF CLAYTON  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as August 9, 2017 by and between the City of Clayton, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 6000 Heritage Trail, Clayton, California 94517 ("City"), and Harris and Associates, Inc., a California Corporation with its principal place of business at 1401 Willow Pass Road, Suite 500, Concord, CA 94520 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Verna Way Subdivision Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$19,910. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the timeframes outlined in the Scope of Services, Exhibit "A". The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained

herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) 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 work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all 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, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall include or be endorsed to include limited contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's

duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits under General Liability and Automobile Liability.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy 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 work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein under General Liability and Automobile Liability shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, the City Council, members of the City Council, its employees, and authorized volunteers free and harmless from claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "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, if applicable. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. Effective March 1, 2015, if the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any modifications made by the City or any agents of the City to any of the Consultant’s or any partial use or reuse of the documents without the express written consent of the consultant will be at the City’s sole risk and without liability to the Consultant.



18. Organization

Consultant shall assign Scott Alman as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Clayton

6000 Heritage Trail

Clayton, CA 94517

Attn: Mindy Gentry, Community Development

CONSULTANT:

Harris & Associates

1401 Willow Pass Road, Suite 500

Concord, CA 94520

Attn: Scott D. Alman, P.E., Director –  
Engineering Services

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and agrees that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or 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 rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**


**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CLAYTON  
AND HARRIS AND ASSOCIATES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF CLAYTON

Harris & Associates

By:   
\_\_\_\_\_  
Gary Napper  
City Manager

By:   
\_\_\_\_\_  
Scott D. Alman, P.E.  
Director – Engineering Services

ATTEST:

By:   
\_\_\_\_\_  
City Clerk

EXHIBIT A  
Scope of Services



EXHIBIT A

**Harris & Associates**

August 04, 2017

Ms. Mindy Gentry  
Community Development Director  
City of Clayton  
6000 Heritage Trail  
Clayton, CA 94517

Subject: **Proposal to Perform Final Map Review, Signature and Council Approval, Storm Water Operation & Maintenance Plan and Agreement Review and Council Approval, Development Agreement Council Approval and Public Works Inspection Services for the Verna Way Subdivision Project, Subdivision 9419**

Dear Mindy:

Attached please find our revised Scope of Work and our Fee Proposal to Perform Final Map Review and Council Approval, Development Agreement preparation and Council Approval, Storm Water Operation & Maintenance Plan and Agreement Review and Council Approval, and Public Works Inspection Services for the Verna Way Subdivision Project, Subdivision 9419. These professional services are proposed under a new professional services contract with the City of Clayton (Harris & Associates Opportunity #170-0385). We appreciate the City's consideration of Harris & Associates and we look forward to working with you and all of City staff in the very near future. We are confident that our team will provide the City with responsive, quality services, as we have for many client agencies throughout the State.

Should you have any questions or wish to discuss any part of this proposal, please feel free to call me on 925.683.5025 or contact me via email at [scott.alman@weareharris.com](mailto:scott.alman@weareharris.com).

Sincerely,

**Harris & Associates**

Scott Alman, P.E.  
Director - Engineering Services

Attachments: Scope of Work  
Fee Proposal

**City of Clayton  
Verna Subdivision #9419**

SCOPE OF SERVICES

**For:**

FINAL MAP REVIEW, SIGNATURE AND COUNCIL APPROVAL, STORM WATER OPERATION & MAINTENANCE PLAN AND AGREEMENT REVIEW AND COUNCIL APPROVAL, SUBDIVISION AGREEMENT COUNCIL APPROVAL AND PUBLIC WORKS INSPECTION SERVICES FOR THE VERNA WAY SUBDIVISION PROJECT, SUBDIVISION 9419

July 31, 2017 revised August 3, 2017

**Verna Subdivision #9419**

The project is located within the City of Clayton and is expected to be taken to City Council on September 19, 2017 and be under construction between September 2017 and December 2017 Harris & Associates (Harris) understands the City's objectives are to have Harris:

- Perform Final Map review and sign as City Engineer;
- Review Storm Water Operation & Maintenance Plan and Agreement for approval;
- Negotiate and prepare Subdivision Agreement for approval;
- Prepare City Council Agenda Report for September 19, 2017 Council meeting to seek City Council approval of the Final Map, Storm Water Operation & Maintenance Plan and Agreement, and Subdivision Agreement, and
- Provide Public Works Inspection services for private improvements.

Harris' services will include:

Task 1 - Final Map Review and Signature as City Engineer

Review Final Map, supporting deeds and closure calculations to determine that map is in compliance with Conditions of Approval and Map Act requirements.

Deliverable(s) – Up to two map reviews with comment letters. Sign Final Map as City Engineer.

Schedule: Final Map to City Council for approval at the September 19<sup>th</sup> meeting.

Task 2 – Storm Water Operation & Maintenance Plan and Agreement Review

Review Storm Water Operations & Maintenance Plan and Agreement. Operations & Maintenance Plan and agreement will be in conformance with Contra Costa Clean Water Program requirements and the satisfaction of the City.

Deliverable(s) - Up to three Operation & Maintenance Plan reviews with comment letters. Completion of the O&M Plan Agreement for City Manager and City Attorney review.

Schedule: Plan reviews and comments will be undertaken upon submittal of the plan by developer. Plan to be taken to City Council for approval at an undertermined meeting based on completion of the plan to City satisfaction.

### Task 3 – Negotiate and Prepare Subdivision Agreement

Negotiate with developer as needed to prepare Subdivision Agreement for approval.

Deliverable – Subdivision Agreement.

Schedule: To be taken to City Council for approval on September 19<sup>th</sup> with Final Map.

### Task 4 – Prepare City Council Agenda Report for Final Map approval and Subdivision Agreement approval, Prepare City Council Agenda Report for Storm Water Operation & Maintenance Plan and Agreement approval,

Prepare City Council Agenda Report for approval of Final Map and Subdivision Agreement.  
Prepare City Council Agenda Report for City Council approval of the Storm Water Operations & Maintenance Plan and Agreement.

Deliverable – City Council Agenda Reports and attendance at City Council Meetings to deliver reports and answer Council questions.

Schedule: Final Map and Subdivision Agreement to City Council on September 19<sup>th</sup> 2017.  
Storm water Operation & Maintenance Plan and Agreement to City Council at a subsequent but unknown future date based on developer submittal of the plan and approval by City Engineer.

### Task 5 – Public Works Inspection of private improvements

Provide up to eighty-two (82) hours of on-site inspections. One inspection trip to site per day. Inspections are budgeted at one (1) hour of inspection per day.

Deliverable(s) – Daily Inspection reports for inspections performed.

Schedule: One daily 1-hour site inspection each workday beginning upon contractor start date and proceeding through eighty-two workdays.

City of Clayton Public Works  
 Verna Subdivision #9419  
 Cost Proposal  
 July 31, 2017



Harris & Associates

**Task #1:** *Final Map Review and Signature as City Engineer*

Map Check #1 and Comment Letter	2.0 Hours	\$230.00	\$460.00
Map Check #2 and Comment Letter	2.0 Hours	\$230.00	\$460.00
Sign Map as City Engineer	1.0 Lum Sum	\$350.00	\$350.00
		Sub-Total:	<b>\$1,270.00</b>

**Task #2:** *Storm Water Operation & Maintenance Plan and Agreement Review*

O&M Plan Review #1 and Comment Letter	4.0 Hours	\$230.00	\$920.00
O&M Plan Review #2 and Comment Letter	2.0 Hours	\$230.00	\$460.00
O&M Plan Review #3 and Comment Letter	2.0 Hours	\$230.00	\$460.00
Prepare O&M Agreement	4.0 Hours	\$230.00	\$920.00
		Sub-Total:	<b>\$2,760.00</b>

**Task #3:** *Negotiate and Prepare Development Agreement*

Negotiate and Prepare Development Agreement	8.0 Hours	\$230.00	\$1,840.00
		Sub-Total:	<b>\$1,840.00</b>

**Task #4:** *Prepare City Council Agenda Report for Final Map approval, Storm Water Operation & Maintenance Plan and Agreement approval, Development Agreement approval*

City Council Agenda Report with Attachments	4.0 Hours	\$230.00	\$920.00
		Sub-Total:	<b>\$920.00</b>



**Task #5: Construction Inspection Fee Worksheet**

PROJECT SCHEDULE (DAYS)		2017				TOTALS		
		Sept	Oct	Nov	Dec			
Calendar days		30	31	30	31	122		
Work days		21	22	22	21	86		
Holidays		(1.0)	0.0	(2.0)	(1.0)	(4.0)		
Estimated non-workable days from WSWD		0.0	0.0	0	0.0	0.0		
Inspection days onsite		20	22	20	20	82		
ESTIMATED FEES (HOURS AND COST)		2017						
Position	Name	Rate	Sept	Oct	Nov	Dec	Totals	CLIENT COST
Inspector	TBD	\$160.00	20	22	20	20	82	\$13,120
<b>Monthly Subtotal</b>		<b>Cumulative Hours</b>	<b>20</b>	<b>22</b>	<b>20</b>	<b>20</b>		
		<b>Labor cost</b>	<b>\$3,200</b>	<b>\$3,520</b>	<b>\$3,200</b>	<b>\$3,200</b>		<b>\$13,120</b>
		<b>EST MONTHLY TOTAL COST</b>	<b>\$3,200</b>	<b>\$3,520</b>	<b>\$3,200</b>	<b>\$3,200</b>		<b>\$13,120</b>
<b>Total:</b>							<b>\$19,910</b>	

**Notes and Clarifications:**

- Fees are based on informal discussions with the City. Harris has budgeted one hour of onsite inspection per work day from Sept 1, 2017 thru Dec 31, 2017. This cost estimate does not allow for any rain days. Holidays (no-work days) include Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- No costs are included for jobsite office, office equipment or furniture. Harris to provide computer, software and cell phone for field personnel.
- Should the actual construction schedule require more or less Inspection services than proposed, adjustments to this estimate would be necessary.
- Rain and potential time extensions/delays may require additional services.
- This work is deemed to include construction inspection. Therefore, this proposal is subject to be governed by State Prevailing Wage requirements.