

August 4, 2020
Engineering

TITLE: APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH DUDEK FOR ENVIRONMENTAL SERVICES IN THE AMOUNT OF \$45,810 AND WITH ACTION SPORTS CONSTRUCTION IN THE AMOUNT OF \$49,000 FOR DESIGN AND CONSTRUCTION SERVICES FOR THE DOWNHILL-ONLY MOUNTAIN BIKE TRAIL AT AUGUSTIN BERNAL PARK, CIP NO. 20771

SUMMARY

The 2019 Trails Master Plan (TMP) identified a downhill-only mountain bike trail in Augustin Bernal Park as one of the top priorities for the City's trail system. City Council budgeted funding for the design and construction of the trail during the 2019/20 Capital Improvement Program (CIP) budget process. City staff researched firms that had experience with conducting environmental services and firms that had experience designing/ building public trails. In April 2020, the City advertised a Request for Qualifications (RFQ) for environmental services for the project and, after interviewing firms, chose Dudek based on their knowledge, experience, and familiarity with trail projects. The professional services agreement with Dudek for \$45,810 includes providing services to obtain environmental approval of the project and assisting the City with the public outreach. Action Sports Construction (ASC) was chosen as the firm to design and build the trail due to their unique expertise and experience designing and building public works trail and mountain bike projects. The professional services agreement in the amount of \$49,000 with ASC includes the design and construction of the mountain bike trail. The design of the trail will incorporate input from the Golden Eagle HOA, the public, and the environmental review for the trail. A trail easement will be required from the HOA prior to construction of the trail, which is targeted to occur in summer 2021. Staff recommends approval of professional services agreements with Dudek and ASC.

RECOMMENDATION

1. Approve and authorize the City Manager to execute a professional services agreement with Dudek in the amount of \$45,810.
2. Approve and authorize the City Manager to execute a professional services agreement with Action Sports Construction in the amount of \$49,000.
3. Authorize the use of \$94,810 from CIP No. 20771, the Augustine Bernal Mountain Bike Trail project.

4. Authorize the Director of Engineering to approve and execute contract change order(s) for a contingency amount not-to-exceed \$5,000 (approximately 10 percent of the contract(s) for unforeseen yet necessary related work.

FINANCIAL STATEMENT

Project funding for the design and construction of the Augustin Bernal mountain bike trail totals \$130,000, with total estimated project expenditures of \$100,140. This includes \$99,810 for professional services agreements plus the contingency. Funding and anticipated project expenditures for CIP No. 20771 are detailed in Attachment 1.

BACKGROUND

In 1993, the City of Pleasanton prepared a Community Trails Master Plan to serve as a guide for future trail development in Pleasanton. The Trails Master Plan (TMP) was updated in 2019. During the outreach process for the TMP, Pleasanton's mountain-biking residents requested that a mountain bike trail be constructed at Augustin Bernal Park. The trail is intended to avoid conflicts between hikers and mountain bikers since the bikers go downhill at higher speeds. This idea was supported by the bikers and the hikers throughout the outreach process for the TMP.

The planned trail is a one-way, downhill-only winding "technical" mountain bike trail with banked turns and grade changes extending from the top of Augustin Bernal Park, across a segment of the Golden Eagle Homeowners Association property, and down to the trail's staging area. The trail design is intended to limit erosion and wear and tear from mountain bikes. The mountain bike trail was identified as a top-priority project in the TMP. City Council set aside funding for the project during the 2019/20 CIP funding process.

Towards the end of summer 2019, city staff reached out to mountain bikers, designers, and other agencies that had experience with trail construction, such as the East Bay Regional Park District (EBRPD), to determine trail construction options. The options were limited because there are few designers that specialize in the design of mountain bike trails or contractors that have both a general contractor's license and experience on public works projects, as well as specialize in trail construction. Based on a recommendation from EBRPD, city staff reached out to Action Sports Construction (ASC) in November 2019. ASC has a Class A general contractor's license, does their own design work, and specializes in trail construction. They have experience working on public works projects, including construction of the U.S. Olympic Mountain Bike Training Center for the 2016 summer Olympics and bike parks for a range of public agencies.

City staff walked the potential trail with a core group of three residents that are mountain bikers in Fall 2019 and that trail alignment has been uploaded to GIS (see Attachment 2). The alignment of the existing trail that is shown in GIS is too steep in certain locations; a better alignment is necessary to create a more enjoyable and sustainable trail design. Based on the existing alignment, staff worked to further develop and refine the scope of the project and Action Sports Construction's proposal. The Augustin Bernal

downhill-only trail is a relatively unique project for the City of Pleasanton as it will be the first mountain-bike-only trail.

Based on the site visit with the mountain-biking residents and the input from ASC, the City advertised an RFQ for environmental services for the Augustin Bernal Mountain Bike Trail in February 2020. The Statement of Qualifications (SOQ) were due in mid-March at the beginning of the County's Shelter-in-Place order. Unfortunately, the City did not receive any SOQs. The City re-advertised the RFQ for environmental services in April and received eight SOQs from qualified environmental firms. Upon review of the eight SOQs, the City's selection committee interviewed four environmental firms via video conference. Dudek was ranked highest among the four interviewed firms based on their knowledge, familiarity with the project and area, expertise, and experience with providing environmental services for trail projects.

Funding for the project was identified during the FY 2019/20 CIP budget process and the budget for the project was established at \$130,000. The environmental design services with Dudek are \$45,810 and the design/build services with ASC are \$49,000. A contingency of \$5,000 is recommended for construction of the project. The total estimated project expenditures are \$100,140.

DISCUSSION

The downhill-only mountain bike trail will be designed in conjunction with the environmental review services and discussions with the Golden Eagle HOA. A preliminary discussion has taken place with the Property Manager for the Golden Eagle HOA and more detailed discussions are expected to occur with the HOA Board as the project progresses. The contracts with ASC and Dudek include coordination with one another and are set-up to accommodate input from the HOA Board and residents of Pleasanton during the design process. The final trail design and location will be based on environmental considerations and input from both the Golden Eagle HOA and the public. A trail easement from the Golden Eagle HOA will be required, which the City will coordinate.

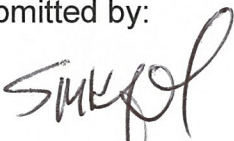
Schedule

The proposed schedule for this project is as follows:

Award of Professional Services Agreement
Environmental Analysis and Trail Design
Estimated Start of Construction
Estimated End of Construction

July 21, 2020
August 2020 – May 2021
June 2021
July 2021

Submitted by:



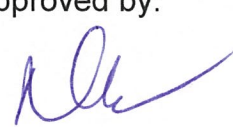
Stephen Kirkpatrick
Director of Engineering

Reviewed by:



Tina Olson
Director of Finance

Approved by:



Nelson Fialho
City Manager

Attachments:

1. Estimated Funding and Expenditure Summary
2. Augustin Bernal draft trail alignment
3. Draft professional services agreement with Dudek
4. Draft professional services agreement with Action Sports Construction

DOWNHILL-ONLY MOUNTAIN BIKE TRAIL AT AUGUSTIN BERNAL PARK
CIP NO. 20771
07/21/20

<u>Project Funding to Date</u>	<u>Amount</u>	<u>Totals</u>
2019-20 CIP Allocation	\$130,000	
SUBTOTAL FUNDING TO DATE	\$130,000	
TOTAL PROJECT FUNDING		\$130,000
<u>Project Expenditures to Date</u>		
Advertising	\$330	
<u>Anticipated Project Expenditures</u>		
Dudek - Environmental Services	45,810	
Action Sports Construction - Design & Construction	49,000	
Action Sports Construction - Contingency (Approx. 10%)	5,000	
TOTAL ANTICIPATED PROJECT EXPENDITURES		\$99,810
TOTAL PROJECT EXPENDITURES		\$100,140
<u>Funding Balance/ (Shortfall)</u>		
Current Balance		\$29,860

Preliminary Trail Alignment
Augustin Bernal Mountain Bike Trail

Attachment 2



October 23, 2019

<https://pleasantongis.maps.arcgis.com/home/webmap/print.html>

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 21st day of July 2020, between the CITY OF PLEASANTON, a municipal corporation ("City"), and Dudek, a California Corporation whose address is 605 Third Street, Encinitas, CA 92024, and telephone number is (760) 942-5147, ("Consultant").

RECITALS

A. Consultant is qualified to and experienced in providing environmental services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.
2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.
3. **Terms.** This contract shall commence on the date written above and shall expire on June 30, 2022.
4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$45,810 and shall be billed on a time and materials basis.
 - a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.
 - b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work

performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work.** All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

c. **Professional Liability Insurance.** Professional liability insurance in the amount of \$2,000,000.

d. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. **Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

f. **Defense Costs.** Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

g. **Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Joe Monaco

Dudek
605 Third Street
Encinitas, CA 92024

To City: Matt Gruber

City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Consultant shall deliver its original wet ink signature to the City within thirty (30) days following Consultant's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.

24. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Nelson Fialho, City Manager

By: _____

Signature

ATTEST:

Print name

Karen Diaz, City Clerk

Its: _____

Title

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

Rev. 3/19

June 17, 2020

Exhibit A

Matt Gruber
City of Pleasanton, City Landscape Architect
Engineering Department
200 Old Bernal Avenue, P.O. Box 520
Pleasanton, CA 94566

Submitted via email

Subject: Augustin Bernal Mountain Bike Trail Environmental Services

Dear Mr. Gruber:

Dudek is pleased to have been selected as the City's CEQA consultant for the Augustin Bernal Mountain Bike Trail and we're excited to begin working with you on this project. Below is Dudek's scope of work, cost estimate, and schedule. Per the project approach presented in our Statement of Qualifications, Dudek's scope of work includes preparation of an Initial Study/Mitigated Negative Declaration and supporting technical studies for biological resources, cultural resources, and air quality modeling. We have included time and costs associated with attendance at a project start-up meeting and a public hearing at the City Council to adoption of the CEQA document. We have also included an optional task for attendance at up to three public meetings.

I look forward to hearing from you after you have reviewed this scope of work. If you have any questions, please give me a call at 530.863.4642 or email me at kwaugh@dudek.com.

Sincerely,



Katherine Waugh, AICP
Senior Project Manager

Scope of Work

TASK 1: PROJECT INITIATION AND PRELIMINARY PROJECT DESCRIPTION

Dudek's Project Manager, Katherine Waugh, will attend a start-up meeting with City staff and other consultants involved in the project. Ms. Waugh will attend either in-person or online, depending on public health protection measures in place at the time. We anticipate that the start-up meeting will include a project overview presented by City staff and/or the City's trail design consultant and a discussion of the anticipated process for defining the trail alignment. Ms. Waugh will present an overview of our work program, including technical studies and the overall CEQA process.

Dudek will prepare a draft Preliminary Project Description. This document will summarize the planning history and context of the project as it relates to the existing trail network in the City and the project region and the Pleasanton Trails Master Plan, recognizing that the Augustin Bernal Mountain Bike Trail was identified as a high-priority connection for the Pleasanton trail system. This document will also outline the basic elements of the project. The intent is to provide a starting point from which Dudek's CEQA analyst can begin to review background documents and draft the portions of the Initial Study analysis that do not rely on having a defined trail alignment, as well as to inform our technical specialists of project context and potential constraints or other issues that may need to be evaluated during field surveys.

Dudek's Project Manager and CEQA analyst will complete a review of relevant background documents, including the Pleasanton Trails Master Plan, Pleasanton General Plan and EIR, information regarding the Augustin Bernal Regional Park, and other regional planning and environmental review documents.

TASK 2: TECHNICAL STUDIES IN SUPPORT OF TRAIL DESIGN

Dudek assumes that City staff and the City's trail design consultant will identify a trail corridor study area, within which a preferred trail alignment will be determined. To support the design process and allow for the design to minimize potential impacts to sensitive environmental resources, Dudek will conduct a cultural resources assessment and biological resources assessment within the trail corridor study area and provide detailed mapping and recommendations to the City. We recommend that this process can be made more efficient by having our resource specialists walk the corridor with the design consultant so that potential challenge points can be evaluated and discussed in the field, and study area corridor boundaries can be expanded to allow for design modifications to be considered. Alternatively, City staff or the design consultant can flag the study area corridor so that Dudek specialists can conduct their surveys independently.

2.1 Cultural Resources Assessment

Cultural resources work will be completed with the intent of satisfying CEQA requirements. We assume that the project area of direct impact (ADI) consists of less than 1.9 acres of undeveloped land in Augustin Bernal Park and crossing land owned by the Golden Eagle Homeowners Association.

Dudek's cultural resources investigation will include an inventory of all cultural resources within the ADI. Dudek will conduct a records search for a 1/2-mile radius around the proposed project area at the North Central Information Center (NCIC) to obtain information on previously recorded cultural resources and investigations. We anticipate direct costs for the records search to be no more than \$800.

Dudek will also initiate correspondence with the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for any known Native American resources identified within the ADI. As part of the results of this search, the NAHC will provide a Contact List of tribal individuals and organizations that may have additional information concerning resources in the vicinity. As this is a CEQA-only investigation, no follow up communications will be initiated by Dudek with NAHC-listed tribes. It is assumed that formal consultation with Native American tribes pursuant to Assembly Bill (AB) 52 will be completed by agency staff, although Dudek is happy to assist should this be required.

Following archival research, Dudek will complete an intensive pedestrian survey of the ADI. This is anticipated to require one archaeologist no more than one day of survey. We assume no Native American monitor will be necessary during the survey. Dudek assumes that no archaeological or built environment resources (buildings over 45 years in age) resources will be identified within the ADI. Should such resources be encountered, additional documentation sufficient to prepare Department of Parks and Recreation 523 Site Record Forms will be required. This is considered the minimum standard of recordation recommended by the California Office of Historic Preservation. Dudek will work with you to prepare an additional cost and scope to support these or additional needed efforts.

Dudek will document the results of the cultural resources investigation in a letter report. This report will include a project location and description, regulatory context, review of geomorphic information for suitability to support unanticipated cultural resources, a summary of records search results and NAHC search, a discussion of impacts to cultural resources, and recommended mitigation.

Cultural Federal Compliance (Optional)

If the trail would result in impacts to wetlands or waters of the U.S. that are within the jurisdiction of the U.S. Army Corps of Engineers, the cultural report would need to be prepared consistent with federal standards. Thus, the following tasks would be added to our scope of work to meet the requirements of Section 106 of the National Historic Preservation Act:

- Send written notification to NAHC-listed tribes by letter/email, followed by calls within two-weeks should no response be received.
- Prepare a formal APE map.
- Prepare a USACE-compliant report, which is more robust than a CEQA-only letter report, with appropriate format and components.

2.2 Biological Assessment Letter Report

Dudek will prepare a Biological Resources Assessment Letter Report to describe conditions along the disturbance area associated with the proposed mountain bike trail and identify any regulatory constraints in relation to special status species or sensitive habitats that might occur on site. The report will be prepared to meet CEQA requirements and to support any necessary aquatic resource permit applications (note that preparation of permit applications is not included in this scope of work and budget). Preparation of this analysis will include the following steps:

- **Project Initiation/Data Collection.** Dudek will review background information (soils, aerial photos, topographic maps, other natural resource documentation and available data).
- **Database Queries.** Dudek will obtain a report from the California Natural Diversity Database for special status species with potential to occur in the project region and will perform a query of the California Native Plant Society database for rare plants with potential to occur in the project area. A copy of the findings will be submitted with the final biological assessment letter report.
- **Field Survey.** Dudek biologists will conduct a reconnaissance-level field survey of the study area to identify vegetation and wildlife habitat types, and the potential for special status species or sensitive or regulated habitat types including wetlands that may occur on site. During the field survey, a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs will be compiled, as well as determination of potential sensitive species that could occur on the project site. Any hydrologic features will be assessed to determine if they are potentially jurisdictional according to Army Corps of Engineers (ACOE), California Department of Fish and Wildlife (CDFW) and/or Regional Water Quality Control Board (RWQCB) criteria. Recommendations for regulatory compliance will be provided if it is determined that the site could support special status species or regulated habitat types. Protocol-level surveys for special status plants or wildlife are not included in this scope of work and budget.
- **Map and Figure Preparation.** Basic figures will be created, including site/vicinity, aerial photo, and site photos figures. CAD files can be provided to the City's trail design consultant to support design modifications that would avoid or minimize impacts to sensitive resources.
- **Report Preparation.** Dudek will prepare a Biological Resources Assessment letter report to disclose findings of the survey and research. The report will provide sufficient detail for use in permitting, if necessary, and CEQA. The report will include a discussion of the survey methodology and will describe vegetation communities and sensitive biological resources in terms of regional significance and presence on site.

TASK 3: UPDATED PROJECT DESCRIPTION AND ADDITIONAL TECHNICAL ANALYSIS

3.1 Updated Project Description

Dudek assumes that City staff and the City's trail design consultant will use the results of the cultural and biological field surveys to refine the trail alignment and will provide Dudek with a complete trail design plan set that includes grading and drainage plans, identifies specific BMPs to control erosion and water quality, and identifies the location and design of trail amenities and features. Dudek will use the preferred trail alignment and design to complete updates to the Preliminary Project Description. The final Project Description will include information on trail construction activities and practices, anticipated operational characteristics and maintenance practices, and all required approvals and permits from outside agencies.

Dudek will submit the project description in electronic format to the City for review and comment and will make any necessary revisions prior to commencing work on the environmental analysis. Project description graphics will include a regional location map, site and vicinity map, aerial photograph displaying project area boundaries, photographs of the site, and a map of the trail alignment.

3.2 Air Quality and Greenhouse Gas Modeling

Air Quality Dudek will prepare an assessment of the air quality impacts of the proposed project using the significance thresholds in Appendix G of the California Environmental Quality Act (CEQA) Guidelines and the Bay Area Air Quality Management District (BAAQMD) emissions-based thresholds as the basis. Dudek will estimate emissions associated with the construction phase of the proposed project using the California Emissions Estimator Model (CalEEMod). The analysis of short-term construction emissions will be based on scheduling information (e.g., overall construction duration, phasing, and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks). After reviewing all available project materials, Dudek will prepare a request for any outstanding data needed to conduct the analysis. If precise information on a particular factor is not available from the City, Dudek will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with the City regarding the information needed. Dudek assumes that there will be minimal air pollution generation associated with long-term use and maintenance of the trail and thus will address operational impacts qualitatively.

Greenhouse Gas Emissions The impact analysis will reflect Appendix G of the state CEQA Guidelines; specifically, whether a project would (1) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and (2) conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. Dudek will quantify GHG emissions associated with the construction of the project using CalEEMod. Project-generated construction GHG emissions will be estimated based on the same construction scenario used in the air quality analysis. Similar to air quality, the operational GHG impacts will be qualitatively discussed. Significance thresholds identified by BAAQMD will be applied in the analysis, as appropriate. Dudek will also provide a qualitative discussion of consistency with applicable state

regulations (Assembly Bill 32 Scoping Plan measures), and any other local objectives, and policies that help the City contribute to regional GHG reduction efforts.

TASK 4: PREPARE INITIAL STUDY / MITIGATED NEGATIVE DECLARATION (IS/MND)

Task 4.1: Administrative Draft IS/MND

Dudek will complete the IS checklist, addressing all required content under CEQA Guidelines Appendix G (Initial Study Checklist). The technical studies described above will be appended to the IS to support the impact analysis.

For each environmental resource topic, the IS will define the existing conditions, evaluate the degree to which the proposed project would affect or change those conditions, and determine whether those affects or changes would result in a significant environmental effect. The determination would be reached based on a comparison of the proposed project to adopted policies, regulations, and guidelines; including applicable local, state and federal requirements.

Dudek anticipates that any environmental resources areas where the project has the potential to result in significant impacts could be reduced to a less-than-significant level through incorporation of project design features or mitigation measures. Dudek will consult with City staff and the City's trail design consultant to consider if modifications to the trail design could avoid impacts, in which case these measures may be characterized as project design features. Dudek will also draft any mitigation measures necessary to reduce any remaining potentially significant impacts. Dudek will ensure that the IS documents the full range of potential impacts and demonstrates how project design features and/or mitigation measures would address those impacts. Dudek will also ensure that all public comments related to potential environmental impacts will be addressed in the IS.

The IS will include the following sections:

1. Introduction
2. Project Description
3. Determination/Findings
4. Initial Study Checklist
5. Report Preparation Personnel
6. References and Supporting Information

Dudek will prepare an Administrative Draft IS for City review. The following is a brief overview of each IS checklist item and Dudek's anticipated approach to the required analysis.

Aesthetics/Visual Resources. The project would be constructed on undeveloped land. Most of the project site is within an existing regional park, with a portion of the site crossing privately-owned land. The project would construct a single-track natural surface trail through the length of the project site. The analysis will discuss the change in public viewsheds associated with removal of vegetation

and alteration of land forms and address any temporary visual effects during construction. The features that would be introduced to the site will be documented and the degree to which those features would be visible from offsite locations will be evaluated.

Agriculture and Forest Resources. The project site is located within an existing recreational area and does not support any agricultural or forestry resources.

Air Quality. The analysis of air quality impacts will be based on the air quality modeling prepared under Task 3.2. The air quality section of the IS will include a brief discussion of criteria air pollutants, regional climate, and the attainment status of the Tri-Valley Subregional Air Basin. We will identify federal, state, and local regulatory agencies responsible for air quality management; summarize applicable federal, state, and local air quality policies, regulations, and standards. Where appropriate, mitigation measures will be identified.

Biological Resources. This section will be prepared based on the biological resources assessment under Task 2.2 and the preferred trail alignment. The IS will document the vegetation communities and any aquatic resources present on the site, the degree to which the proposed construction and long-trail usage would disturb those resources, and the mechanisms by which those impacts would be avoided, reduced, or mitigated.

Cultural/Paleontological Resources. Dudek will summarize the cultural resources setting and project site conditions based on the information in the Cultural Resources Assessment prepared under Task 2.1. No cultural or paleontological resources are anticipated to be present within the area of disturbance. The IS will describe the requirements of state law regarding management of resources should any be discovered during the construction process. Compliance with these requirements under state law would be sufficient to ensure that impacts to cultural and paleontological resources would remain less than significant.

Energy. Dudek will prepare an energy assessment for the project per Appendix G of the CEQA Guidelines. Dudek will use standard energy demand rates reflected in CalEEMod to estimate the project's likely energy demand during construction, including consideration of fuel used by construction workers, equipment, and any materials deliveries or off-haul. Dudek anticipates that the minimal and temporary energy consumption during construction would not be considered wasteful, inefficient, or unnecessary and thus impacts would be less than significant.

Geology and Soils. Construction impacts related to geology and soils are typically short-term, erosion related, and less than significant with implementation of the Construction General Permit, which includes implementation of a Storm Water Pollution Prevention Plan and associated Best Management Practices (BMPs).

Greenhouse Gas Emissions. The GHG emissions section will include a brief description of GHGs and a summary of applicable regulatory measures. Details of the analysis (e.g., annual GHG emission calculations) will be included in an appendix to the IS/MND. Dudek will use the results of the CalEEMod modeling described in Task 3.2 to quantify the project's GHG emissions during construction. These emissions will be compared to the thresholds of significance recommended by

the BAAQMD to determine the significance of the impact. If necessary, mitigation measures to reduce GHG emissions will be identified.

Hazards and Hazardous Materials. Dudek will conduct a search of the Department of Toxic Substances Control EnviroStor database and the Regional Water Quality Control Board's GeoTracker database, as well as reference the City's General Plan to address potential concerns associated with hazards or hazardous materials. It is anticipated that the project would result in less than significant impacts related to hazards or hazardous materials.

Hydrology and Water Quality. Construction and long-term use of the mountain bike trail could alter stormwater runoff patterns from the trail surface. In the analysis of these potential impacts, Dudek will describe the BMPs proposed to be implemented to protect water quality during project construction as well as BMPs that would be installed to control drainage and protect water quality post-construction. The IS will document how the project would comply with the applicable National Pollutant Discharge Elimination System (NPDES) requirements. Compliance with these requirements would provide appropriate measures to reduce the project's potential impacts to hydrology and water quality to a less than significant level.

Land Use and Planning. As noted above, the project site is largely within an existing regional park and the proposed trail has been identified in the Pleasanton Trails Master Plan as a high-priority connection for the City's trail network. The IS will discuss the Pleasanton Trails Master Plan, the Pleasanton General Plan, and the Augustin Bernal Regional Park to provide the land use and planning context for the project. As the trail is proposed primarily within a regional park, it is expected that no land use conflicts would be identified. The analysis will also describe the required easement across the Golden Eagle Homeowners Association land and evaluate whether this could lead to any land use conflicts. If any comments are made during public meetings that relate to land use conflict concerns, those issues will be thoroughly addressed in this section.

Mineral Resources. There are no known mineral resources in the project vicinity and no impacts to mineral resources are anticipated. Dudek will reference the Pleasanton General Plan to support these conclusions.

Noise. Dudek anticipates that trail construction may involve limited use of construction equipment that could generate temporary noise. Dudek will document the distance between the construction activities and the nearest sensitive receptors, which will include all nearby residences as well as existing users of the Augustin Bernal Regional Park. Dudek will also characterize the intervening vegetation and topography conditions. Dudek will provide a description of the typical noise levels associated with the types of construction equipment that would be used for this project, reference the Pleasanton General Plan and Municipal Code requirements related to noise exposure, and determine whether construction could expose sensitive receptors to significant temporary increases in noise levels. If necessary, Dudek will develop mitigation measures to ensure that the project does not result in significant adverse impacts to neighboring land uses.

Population and Housing. The project does not propose the construction or demolition of any homes. It is expected that the project would have no impact related to population and housing.

Public Services. The project does not propose the construction or demolition of any homes or businesses but would increase use of the Augustin Bernal Regional Park, which could result in a minor increase in demand for emergency response services. Dudek will consult with the Pleasanton police and fire departments to identify any concerns with providing emergency response to trail users.

Recreational Resources. The project proposes the construction of a recreational use within recreational land. It is expected that the project would have no negative impact to recreational resources. The IS will discuss that the trail is anticipated to provide some benefits to regional and local recreation because it would reduce pedestrian/bicyclist conflicts and overcrowding on existing trails in the vicinity and is a high-priority connection to help complete the City and regional trail network.

Transportation/Traffic. The project proposes the construction of a recreational use within recreational land. Trail use could lead to minor increases in vehicle traffic to access the staging area however, the trail is not expected to draw in substantial numbers of new trail users to the region. Thus it is expected that the trail would not lead to a substantial increase in vehicle miles traveled in the City or project vicinity.

Tribal Cultural Resources. The IS will report on any tribal notification and consultation conducted by the City for this project. The ethnographic setting of the project region will be briefly described.

Utilities and Service Systems. The project does not propose the construction or demolition of any homes nor would it create a new demand for utilities and services. Any restrooms or potable water sources that are included in the trail amenities will be described and the potential water demand and wastewater generation will be characterized. It is expected that the project would have no impact.

Wildfire. The project would add a new recreational trail to the project site. The IS will discuss the existing conditions of the site with respect to fire risk and evaluate how the proposed project could change those conditions. Dudek will recommend specific vegetation management, defensible space, and wildfire risk reduction measures that should be implemented during construction and maintenance to avoid potentially significant impacts.

Task 4.2: Draft IS/MND

Dudek will revise the Administrative Draft IS/MND to incorporate comments provided by City staff, submit a Screencheck Draft to the City for final review, address final City comments, and prepare the Draft IS/MND for public release. Dudek will prepare a Notice of Intent to adopt an MND and a Notice of Completion. Dudek will be responsible for electronic submittal of the Draft IS/MND to the State Clearinghouse to start the 30-day public review period. Dudek will provide the City with up to 20 copies of the Draft IS/MND (these may include hard copies, CD copies, and/or flash drive copies) and assumes that City staff will be responsible for posting public notice of the availability of the IS/MND, posting the IS/MND on the City's website, and distributing the IS/MND locally for public

review. Dudek will coordinate with City staff to ensure that all CEQA noticing and distribution requirements are met.

Task 4.3: Response to Public Comments and Final Draft IS/MND

Following conclusion of the public review period, Dudek will prepare responses to comments for inclusion in the Final IS/MND. It is assumed that Dudek will respond to up to 20 substantive public comments on the IS/MND (note that a single comment letter may contain multiple comments). The responses to comments will be prepared in a memo format, addressing the comments by topic (as opposed to numbering each individual comment and responding directly to each as is typically done in an EIR). Dudek will also assemble text changes to the Final IS/MND, if necessary. Dudek will submit the responses and Final IS/MND to City staff for review and complete one round of revisions to the Final IS/MND based on City comments.

Task 4.4: Mitigation Monitoring and Reporting Program

This task would be necessary if impacts requiring mitigation are identified through preparation of the IS/MND. If mitigation measures are required, Dudek would prepare the Mitigation Monitoring and Reporting Program (MMRP) to document the specific timing, responsibility, monitoring, and performance criteria that the City would use in ensuring that all mitigation measures are implemented correctly. The draft MMRP would be provided with the first draft of the Final IS/MND and response to comments memo, and would be revised and resubmitted with the revised Final IS/MND and response to comments memo.

TASK 5: PROJECT MANAGEMENT AND HEARINGS

As Project Manager, Ms. Waugh will oversee preparation of the IS/MND and ensure the project is completed according to the project schedule and budget. This scope of work assumes Ms. Waugh will be available for approximately 8 hours over the life of the project to participate in phone calls, conduct necessary email correspondence, and address City staff and project team questions. This scope of work also provides for Ms. Waugh to attend a project start-up meeting, up to three in-person or telephone meetings with City staff and the project team, and one City Council hearing.

If the project is approved, Dudek will prepare a Notice of Determination within two business days. Dudek assumes City staff will be responsible for filing this notice with the County Clerk. Payment of the Clerk's filing fees and the California Department of Fish and Wildlife CEQA Document Review fees would be due at this time. These fees are not included in Dudek's budget.

OPTIONAL TASK 6: PUBLIC MEETINGS

Subject to authorization by the City, Ms. Waugh will be available to attend up to three public meetings regarding the project. This may include community outreach meetings, meetings with the members of the Golden Eagle Homeowners Association, or additional public hearings of City commissions or decision-making bodies. The cost for this optional task assumes that Ms. Waugh would participate in meeting preparation and development of outreach materials, attendance at

public meetings that last approximately 2 hours each, and follow-up coordination with the project team.

Cost Estimate

As shown below, Dudek proposes to complete this Scope of Work for a total cost not to exceed **\$45,810**. Our services are billed on a time-and-materials basis in accordance with our Standard Schedule of Charges. We will only bill for labor spent and will provide a summary of the remaining budget with each invoice.

Estimated Project Cost

Task	Cost
Task 1 Project Initiation and Preliminary Project Description	\$4,160
Task 2 Technical Studies	
2.1 Cultural Resource Assessment	\$4,160
2.1 Optional – Federal Compliance	\$1,425
2.2 Biological Resource Assessment	\$4,570
Task 3 Updated Project Description and Additional Technical Study	
3.1 Updated Project Description	\$1,620
3.2 Air Quality and Greenhouse Gases Modeling	\$1,660
Task 4 IS/MND	
4.1 Administrative Draft IS	\$10,315
4.2 Draft IS/MND	\$4,730
4.3 Responses to Comments and Final IS/MND	\$3,290
4.4 Mitigation Monitoring and Reporting Program	\$1,270
Task 5 Project Management and Meetings	\$4,410
Optional Task 6 Public Meetings	\$4,200
Total	\$45,810

Schedule

Dudek has prepared the following schedule that outlines the number of weeks needed to complete each task. We anticipate that the City will overlay this schedule with the trail design and public outreach schedules to determine an overall project timeline.

Estimated Project Schedule

Task	Subtask	Task Duration
Task 1	Project Start-Up Meeting	1 week
	Preliminary Project Description and background document review	1.5 weeks
<i>City/project team review of preliminary project description</i>		TBD
Task 2	Cultural Resources Assessment	5 weeks
	Biological Resources Assessment	5 weeks
<i>Trail Alignment and Design work</i>		TBD
Task 3	Updated Project Description	1.5 weeks
<i>City/project team review of updated project description</i>		TBD
(Task 3 continued)	Final Project Description	0.5 week
	AQ/GHG modeling	5 weeks
Task 4	Prepare Administrative Draft IS/MND	2.5 weeks
<i>City/project team review of Administrative Draft IS/MND</i>		TBD
(Task 4 continued)	Prepare Screencheck Draft IS/MND	2 weeks
<i>City/project team review of Screencheck Draft IS/MND</i>		TBD
(Task 4 continued)	Final edits and publish Draft IS/MND	1 week
	30-day public review	30 days (4 weeks)
	Prepare responses to comments, final IS/MND, and MMRP	2 weeks
<i>City/project team review of Responses to comments, final IS/MND, and MMRP</i>		TBD
(Task 4 continued)	Finalize responses to comments	1 week
Task 5	City Council Hearing	TBD
	Notice of Determination	2 days

Schedule of Fees

Dudek understands that the schedule of fees and project cost will be negotiated with the selected firm. **Table 2** presents a schedule of fees for the proposed personnel identified in the organization chart, as well as for support staff roles that are likely to be utilized during the project. The table includes each staff member's role and classification and hourly rate associated with Dudek's standard fee schedule, which is presented as **Table 3**.

Table 2. Schedule of Fees

Proposed Staff	Role/Classification	Hourly Rate
Katherine Waugh	Project Manager/Senior Specialist IV	\$230
Markus Lang	CEQA Lead/Specialist V	\$170
Kimberly Asbury	CEQA Compliance/Analyst III	\$90
Sean O'Brien	Biological Resources/Project Director-Environmental	\$245
Emily Scricca	Biological Resources/Specialist I	\$130
Adam Giacinto	Cultural Resources/Senior Specialist I	\$175
William Burns	Cultural Resources/Specialist I	\$130
Ian McIntire	Air Quality/Specialist II	\$145
Ed Armstrong	Project Manager/Specialist V	\$170
Support Staff	Field Biologist/Specialist I	\$130
Support Staff	Field Archaeologist/Technician III	\$80
Support Staff	Arborist/Analyst V	\$110
Support Staff	GIS-CADD/GIS Specialist III	\$135
Support Staff	Surveying/UAS Pilot	\$100
Support Staff	Graphics/Senior Designer	\$165
Support Staff	Technical Editor II	\$130
Support Staff	Publications Specialist II	\$95

Table 3. Dudek 2020 Standard Fee Schedule

ENGINEERING SERVICES

Project Director.....	\$290.00/hr
Principal Engineer III.....	\$270.00/hr
Principal Engineer II.....	\$260.00/hr
Principal Engineer I.....	\$250.00/hr
Program Manager.....	\$235.00/hr
Senior Project Manager.....	\$235.00/hr
Project Manager.....	\$230.00/hr
Senior Engineer III.....	\$225.00/hr
Senior Engineer II.....	\$215.00/hr
Senior Engineer I.....	\$205.00/hr
Project Engineer IV/Technician IV.....	\$195.00/hr
Project Engineer III/Technician III.....	\$185.00/hr
Project Engineer II/Technician II.....	\$170.00/hr
Project Engineer I/Technician I.....	\$155.00/hr
Senior Designer.....	\$175.00/hr
Designer.....	\$165.00/hr
Assistant Designer.....	\$160.00/hr
CADD Operator III.....	\$155.00/hr
CADD Operator II.....	\$145.00/hr
CADD Operator I.....	\$130.00/hr
CADD Drafter.....	\$120.00/hr
CADD Technician.....	\$110.00/hr
Project Coordinator.....	\$135.00/hr
Engineering Assistant.....	\$115.00/hr

ENVIRONMENTAL SERVICES

Project Director.....	\$245.00/hr
Senior Specialist IV.....	\$230.00/hr
Senior Specialist III.....	\$220.00/hr
Senior Specialist II.....	\$200.00/hr
Senior Specialist I.....	\$190.00/hr
Specialist V.....	\$180.00/hr
Specialist IV.....	\$170.00/hr
Specialist III.....	\$160.00/hr
Specialist II.....	\$145.00/hr
Specialist I.....	\$130.00/hr
Analyst V.....	\$120.00/hr
Analyst IV.....	\$110.00/hr
Analyst III.....	\$100.00/hr
Analyst II.....	\$90.00/hr
Analyst I.....	\$80.00/hr
Technician V.....	\$100.00/hr
Technician IV.....	\$90.00/hr
Technician III.....	\$80.00/hr
Technician II.....	\$70.00/hr
Technician I.....	\$60.00/hr
Compliance Monitor.....	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I.....	\$185.00/hr
GIS Specialist IV.....	\$160.00/hr
GIS Specialist III.....	\$150.00/hr
GIS Specialist II.....	\$140.00/hr
GIS Specialist I.....	\$130.00/hr
Data Analyst III.....	\$100.00/hr
Data Analyst II.....	\$90.00/hr
Data Analyst I.....	\$80.00/hr
UAS Pilot.....	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$165.00/hr
Construction Manager.....	\$155.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$145.00/hr
Construction Engineer.....	\$140.00/hr
On-site Owner's Representative.....	\$140.00/hr
Construction Inspector III.....	\$130.00/hr
Construction Inspector II.....	\$120.00/hr
Construction Inspector I.....	\$110.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

HYDROGEOLOGY/HAZWASTE SERVICES

Project Director.....	\$285.00/hr
Principal Hydrogeologist/Engineer II.....	\$265.00/hr
Principal Hydrogeologist/Engineer I.....	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$235.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$220.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$205.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$190.00/hr
Hydrogeologist VI/Engineer VI.....	\$175.00/hr
Hydrogeologist V/Engineer V.....	\$165.00/hr
Hydrogeologist IV/Engineer IV.....	\$155.00/hr
Hydrogeologist III/Engineer III.....	\$145.00/hr
Hydrogeologist II/Engineer II.....	\$135.00/hr
Hydrogeologist I/Engineer I.....	\$125.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$195.00/hr
District Engineer.....	\$185.00/hr
Operations Manager.....	\$160.00/hr
District Secretary/Accountant.....	\$120.00/hr
Collections System Manager.....	\$135.00/hr
Grade V Operator.....	\$125.00/hr
Grade IV Operator.....	\$110.00/hr
Grade III Operator.....	\$100.00/hr
Grade II Operator.....	\$75.00/hr
Grade I Operator.....	\$70.00/hr
Operator in Training.....	\$65.00/hr
Collection Maintenance Worker II.....	\$75.00/hr
Collection Maintenance Worker I.....	\$65.00/hr

CREATIVE SERVICES

3D Graphic Artist.....	\$180.00/hr
Graphic Designer IV.....	\$160.00/hr
Graphic Designer III.....	\$145.00/hr
Graphic Designer II.....	\$130.00/hr
Graphic Designer I.....	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration.....	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogations as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc. are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 21st day of July 2020, between the CITY OF PLEASANTON, a municipal corporation ("City"), and Action Sports Construction, whose address is 122 Aptos Beach Drive, Unit B, Aptos, CA 95003, and telephone number is (831) 239-1702, ("Consultant").

RECITALS

A. Consultant is qualified to and experienced in providing trail design services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.
2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.
3. **Terms.** This contract shall commence on the date written above and shall expire on December 31, 2021.
4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for **costs shall not exceed \$49,000.**
 - a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.
 - b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work.** All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured,

the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

c. Professional Liability Insurance. Professional liability insurance in the amount of \$2,000,000.

d. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

f. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

g. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Alex Fowler, President
Action Sports Construction
122 Aptos Dr, Unit B
Aptos, Ca 95003

To City: Matt Gruber
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein. To the extent there are conflicts between this Agreement and Exhibit A, the terms of this Agreement shall prevail.

23. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Consultant shall deliver its original wet ink signature to the City within thirty (30) days following Consultant's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.

24. **Bond.** A contractor's bond for labor and materials for the work shall be required for the project.

25. **Contractor's Warranty:** Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all services provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

26. **Labor Code/Prevailing Wages:** The construction services performed under this Agreement are a "public work" and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to perform the services under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the services by the Contractor or any subcontractor doing or contracting to do any part of the services. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

27. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Stephen M. Kirkpatrick,
Director of Engineering

By: _____
Signature

ATTEST:

Print name

Karen Diaz, City Clerk

Its: _____
Title

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

Rev. 3/19

EXHIBIT A

Scope of Consultant's Services

Compensation



City of Pleasanton – Downhill Mountain Bike Trail Consultation Work Agreement

Prepared by:

Alex Fowler, President/Founder
Alex@ActionSportsConstruction.com
(831) 239-1702
122 Aptos Beach Drive, Unit B
Aptos, California 95003

Prepared for:

Matt Gruber, City Landscape Architect
mgruber@cityofpleasantonca.gov
(925) 931-5672
Engineering Department
200 Old Bernal Avenue, P.O. Box 520
Pleasanton, CA 945660

SECTION 1. Duties of Consultant

Action Sports Construction (ASC) has prepared this work agreement (Contract) to aid in the clarification of the project responsibilities. ASC will function as a design/build consultant in the assessment of a downhill bicycle trail for the City of Pleasanton, here after referred to as (City). ASC shall not undertake any work beyond the scope of work set forth in section 3 unless such additional work is approved in advance and in writing by City.

SECTION 2. Duties of City

City shall make available to ASC all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist ASC in obtaining such information from other agencies or individuals as necessary.

The City may authorize a staff person to serve as a representative for conferring with ASC relative to Consultant's services. The work in progress here under shall be reviewed from time to time at the City's discretion or upon the request of ASC. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform

Consultant of the changes or revisions necessary to secure approval.

SECTION 3. Scope of Services

3.1 Assessment & Evaluation of Trail Project: ASC shall provide a trail assessment that includes an inventory process to provide objective information about trail conditions. The information obtained through the assessment will provide accurate, objective information about the trail conditions and will be utilized to establish the construction budget, develop maintenance and constructions plans, as well as identify potential access barriers.

Deliverable: Memorandum assessing/inventorying existing trail conditions.

3.2 Internal Stakeholder Meetings

Attendance of three (3) internal meetings with relevant internal agency stakeholders (e.g. landscape architecture staff, planners, operations staff, engineers, environmental staff).

- The first meeting is to conduct a site assessment with City staff to tour the site to review the existing site conditions of the proposed Bike Trail including but not limited to terrain; existing grading plan, park boundaries; vegetation; existing park and infrastructure; parking, vehicle, pedestrian, bike and ADA access and/or circulation constraints; proximity to existing park facilities, etc.

Deliverable: See Section 3.1.

- The second meeting is intended to assist agency staff in GPS mapping of the proposed trail as well as visually mark the trail using flags. Consultant is expected to provide insight into best practices in construction of the trail.

Deliverable: Consultant to use GPS to identify the flagged trail location. GPS information to be used to develop construction documents. See Section 3.4.

- A third meeting will be to consult with the awarded environmental agency. ASC will aid & assist the environmental firm by providing insight and feedback regarding the trails footprint and construction methods pertaining to the environmental impact.

Deliverable: Updated information to be added to the construction documents.

3.3 Aid & Assist Agency Staff: Consult in development of trail route. Coordinate with agency staff

Deliverable: Participate in up to 6 conference calls.

3.4 Bike Trail Plan: City is expected to provide an aerial survey along with any survey information available through the City's GIS system for the area of work including surrounding trail networks, utilities & elevations. ASC will provide working construction documents which incorporate the input from the environmental consultant. Documents will include a trail layout plan with digital line work in AutoCAD.

***Deliverable:** Utilize AutoCAD to provide 50% and 100% construction documents which include the trail alignment, specifications for the construction of the trail, trail construction details, and construction notes. Construction documents to be provided to the City in pdf and word and/or AutoCAD format.*

SECTION: 4 CONSTRUCTION

4.1 ASC to construct the trail based on the approved construction documents .

SECTION 5. COMPENSATION

5.1 Payment for the services of Action Sports Construction shall be made upon a schedule. Such payment shall be considered the full compensation for all Personnel/Labor, and equipment used by consultant in carrying out the work. The total compensation of work for the design services, Section 3, is not to exceed \$10,000. The total compensation for the construction, Section 4, is a lump sum of \$39,000.

5.2 Hourly Wages: Principal Hourly Cost is \$122 Per Hour for daily, monthly & seasonal work which includes employee insurance, worker's compensation, payroll expenses, tax expenses, vehicle use & fuel purchase. Each additional employee will be billed at an additional cost of \$68 per hour. The projected hours for each task is included in an attachment.

SECTION 6. ADMINISTRATION

6.1 ASC requires a signed CONTRACT to be signed by both parties prior to commencement of work.

6.2 ASC will submit monthly invoices for the services completed in the prior month. City will pay ASC within thirty (30) days of receipt of invoice.

Project Work Hours Estimate

Action Sports Construction

Task Number	Task	Projected Hours			
		Project Lead	Employee 1	Employee 2	Employee 3
4.1	Assessment of project	5			
4.2	Internal Stakeholder Meetings	15	10		
4.3	Aid & Assist agency staff	8			
4.4	Bike Trail Planning	32	15		
4.5	Optional or Potential Future Tasks				
Total Hours		60	25		
x Hourly Rate		122	68		
Total		7320	1700		

Total Cost	9020
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Project Estimate

Action Sports Construction LLC
 122 Aptos Beach Drive, Unit B, Aptos CA 95003
 Alex@ActionSportsConstruction.com
 (831) 239-1702

Date	Order No.	Sales Rep	Project Total
Feb 17, 2020			\$39,000

Project Location:	Project Specification:	Customer ID:
Pleasanton, CA	-MTB trail consultation & Design -Installation of MTB Trail (Roughly 2600Ft)	City of Pleasanton

Equipment Estimate	Material Estimate	Labor Estimate	Travel/Misc. Estimate
Cresco Equipment Rental (925) 846-0151		ASC Consultation & Design: \$9000	Travel & Accommodations: \$2000
Mini Excavator (3 Ton)		ASC Labor & Mobilization: \$18,500	Gas/Diesel: \$1000
36" Vibratory Roller			
Plate Compactor			
500 Gallon Water Trailer			
Equipment Estimate Total: \$8500			