City of Brisbane Agenda Report

TO: Honorable Mayor and City Council

FROM: Karen Kinser, Deputy Director of Public Works

VIA: Randy Breault, Director of Public Works/City Engineer via Clayton

Holstine, City Manager

SUBJECT: Green Infrastructure Design Services for Safe Routes to Schools Project

DATE: October 18, 2018

City Council Goals:

To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community. (#2)

To maintain and improve infrastructure. (#3)

To develop plans and pursue opportunities to protect natural resources. (#8)

Purpose:

To approve a Professional Services Agreement (PSA) for Green Infrastructure (GI) design for the Safe Pedestrian Routes to Schools/GI Project with consultant Wood Rodgers, Inc. for the scope of services included in the proposal dated October 2, 2018. The recommendation provided below also incorporates any minor changes that may be requested by the consultant and approved by the City Attorney.

Recommendation:

Approve the PSA with Wood Rodgers, Inc. in the amount of \$77,500 for GI design for the Safe Pedestrian Routes to Schools/GI project shown in Attachment B.

Background:

In December 2014, Council approved the Complete Streets Safety Committee's recommendations for the Safe Pedestrian Routes to Schools plan. Staff and the Committee continued to work on the enhancements proposed in the plan and solicit further input. Staff then started to develop plans and specifications for these pedestrian improvements as part of the Safe Routes to Schools Project.

In 2017, staff added potential green infrastructure elements (i.e. roadway stormwater treatment areas) to the project to be eligible to apply for grant funding through the San Mateo City/County Association of Governments Safe Routes to School and Green Streets Infrastructure Pilot Program. Staff applied and was successful in obtaining grant funds for the project. Council approved the funding agreement between the City and C/CAG for the project in February 2018.

At that time, staff had essentially completed design of the pedestrian elements of the project and determined that professional design services for the green infrastructure components would be necessary. After reviewing San Mateo County's list of qualified stormwater treatment consultants, staff requested proposals from two consultants with design experience and services most relevant to the City's needs. Staff selected Wood Rodgers, Inc. and negotiated content and final price as presented in Attachment A.

Discussion:

California Government Code §4526 requires the selection of professional engineering services to be made "... on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required". Staff found Wood Rodgers' proposal to be satisfactory in meeting the design needs of the project. Additionally, the City has maintained a favorable professional relationship with Wood Rodgers' engineer Harvey Oslick dating back to 2004 with respect to the Guadalupe Channel Erosion Control Project.

Fiscal Impact:

The cost for green infrastructure design of the Safe Routes to School Project is \$77,500. The City will receive a maximum of \$245,263 in grant funds from C/CAG. Council also funded the Safe Routes infrastructure improvements in the 2018-2020 budget for \$100,000, which resides in Fund 100-6005.

Measure of Success

Completion of construction-ready plans and specifications for the green infrastructure components of the Safe Routes to School Project.

Attachments:

- A. Proposal for Green Infrastructure Design for Safe Routes to School Project
- B. Professional Services Agreement between City of Brisbane and Wood Rodgers, Inc.

Deputy Director of Public Works

Kevent

Director of Public Works/City Engineer

City Mánager



October 2, 2018

Ms. Karen Kinser, P.E.
Deputy Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

Subject: Green Infrastructure Design for Safe Routes to School Project

Dear Karen,

This proposal from Wood Rodgers, Inc. (Wood Rodgers) is to provide plans, specifications and estimates (PS&E) to the City of Brisbane (City) for green infrastructure (GI) improvements at three intersections as requested in the email from Justin Yuen on August 13, 2018. This proposal considers additional information provided by the City on September 4, 2018 in response to questions that were provided to the City via email on August 24, 2018. This proposal is based on the PS&E that would be prepared by Wood Rodgers being integrated into a bid package that will be otherwise developed by the City.

The work would involve topographic surveying and mapping and PS&E preparation at the 75% and Final Design levels of completion. Details of the work that will be performed by Wood Rodgers are described in the following tasks. Lump sum fee estimates are provided for the survey and design tasks. Task 4 identifies additional items that Wood Rodgers would be available to perform on a time and materials basis should the City desire additional support from Wood Rodgers.

Task 1 - Surveying and Mapping

Wood Rodgers will perform a topographic survey and will prepare mapping at a scale of 1"=20' with a 1' contour interval for the areas of the proposed GI improvements at the three identified intersections. All planimetric features will be shown including fences, sidewalks, edge of pavement, surface utilities, street frontages, trees, etc. The limits of the survey are represented by the dashed boundary shown on **Exhibits A1** through **A3**. The elevations will be relative to the City Datum or North American Vertical Datum of 1988 (NAVD 88). Horizontal coordinates will be based on the California State Plane Zone 3.

Lump sum for Task 1: \$13,000

Task 2 - Civil Design

Wood Rodgers will prepare civil design PS&E for the identified GI improvements at the 75% and Final Design levels of completion for the following three intersections, with identified improvements consistent with the layouts developed by the City:

- 1. Visitacion / Mariposa
 - a. Four (4) bulb outs 1 sheet at 1"=10'
 - b. Two (2) water quality basins with underdrains 1 detail sheet
- 2. Visitacion / Alvarado
 - a. New sidewalk I sheet at 1"=10'
 - Four (4) water quality basins expected to be connected to bubble up to gutter on Visitacion Avenue – 2 detail sheets
 - Grate modifications on Alvarado Street to direct low flows into water quality basin
- 3. San Bruno / Santa Clara
 - a. Two (2) bulb outs -1 sheet at 1''=10'
 - b. Three (3) water quality basins 2 detail sheets

The plans will include new curbs, gutters and sidewalks for bulb outs and new retaining curbs and underdrain pipes for water quality basins. Opinions of probable cost will be developed considering recent bid prices for similar work. Wood Rodgers will provide Special Provisions using the City's format and referencing Caltrans' special provisions.

Lump sum for Task 2: \$57,500

Task 3 - Landscape Plan

Wood Rodgers will coordinate by phone and email with City of Brisbane staff and a representative of the nonprofit Mission Blue Nursery in order to ascertain whether or not native plants can be utilized in the design and supplied by the nursery. Wood Rodgers will prepare landscape construction documentation (PS&E) that will be submitted together with civil construction drawings at 75% and Final Design levels of completion. Landscape deliverables will include:

- Planting Plan;
- 2. Irrigation Plan with water use calculations per City standards;
- 3. Construction, tree management, planting and irrigation details;

- 4. Special Provisions; and,
- 5. Itemized construction cost estimate.

Lump sum for Task 3: \$7,000

Assumptions for Tasks 1 through 3:

- 1. Design will be based on the 35% design provided by the City.
- 2. No geotechnical investigation will be required. Conservative assumptions regarding retaining curbs, lining and underdrains will be adequate.
- New curbs and gutters will match existing street grades at conforms. Bypass drainage
 channels will be installed along the existing gutter flow lines as shown on the exhibits
 provided by the City. Re-grading of the intersections will not be required.
- 4. Work does not include the relocation of any power poles, fire hydrants, or other utility features.
- 5. No computer modeling of drainage will be required.
- 6. The City will locate any underground utilities within the work area, and these utilities will not significantly impact the design.
- Existing flashing beacons will be noted on the plans to be removed and relocated.
 Details for this work will not be required.
- 8. Existing street lights will remain in their current locations.
- 9. The nearest storm drain inlets are deep enough to accept the water quality basin underdrain pipes, or a nearby bubble-up system will be used.

Optional Work - Plan Review, Bidding and Construction Support (T&M)

Wood Rodgers will be available to provide additional bidding and construction support on a time and materials basis according to the attached standard rate sheet (Exhibit B).

- Wood Rodgers will be available to provide support to the City during the advertising and bidding periods. The work may include responses to requests for information (RFIs), submittal review and consultation.
- Wood Rodgers will be available to support landscaping during and post-construction including, if requested:
 - a. A site visit to generate a punch list of items not conforming to the contract documents. This visit is typically the beginning of the landscape maintenance period under the contract documents.
 - b. A site visit at the end of the landscape maintenance period to perform the final landscape punch list and prepare the project for turn over to the City.

- Wood Rodgers will provide additional surveying and engineering services related to the Safe Routes to Schools Project as requested by the City. Work that could be included in this task include:
 - a. Survey of locations other than those identified in Task 1
 - b. Right-of-way support
 - c. Review of elements of the City's safe pedestrian route improvement plan
 - d. Design changes during construction

Tasks 1 through 3 as defined above will be performed for a total lump sum fee of \$77,500. Optional Work, if requested by the City, would require a separate authorization. Invoices for Tasks 1 through 3 will be submitted monthly based on percentage of work completed. Please contact Harvey Oslick at (916) 326-5296 or at hoslick@woodrodgers.com if you have any questions regarding this proposal.

Sincerely,

Jonathan Kors, P.E.

Vice President

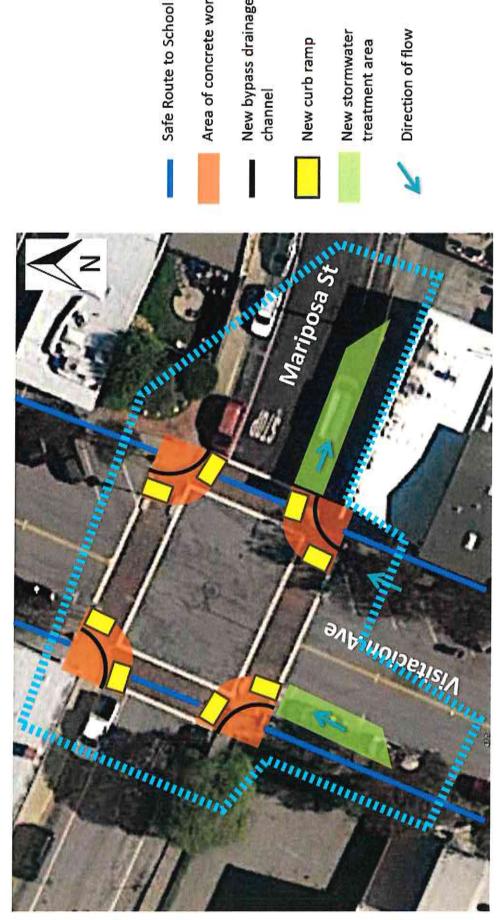
Harvey Oslick, P.E.

Associate

Attachments

Visitacion/Mariposa

Detail E - SRTS/GI Features



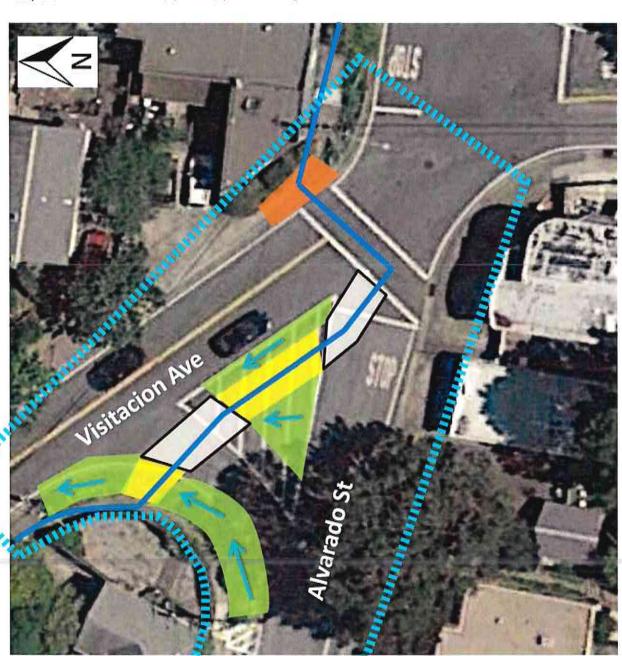
Area of concrete work New bypass drainage New stormwater New curb ramp treatment area

Proposed Improvements

- Concrete bulbouts at corners of intersection w/ curb ramps and bypass drainage channels bulbouts will replace existing curb ramps and concrete islands/steel bollards at crosswalk edges
- Stormwater curb extensions at corners

Visitacion/Alvarado

Detail F - SRTS/GI Features



Proposed Improvements

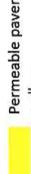
- Stormwater treatment areas
 w/ check dams and adjustable
 weirs to accommodate for
 slope in planter strip and
 painted island
- Permeable paver path through bulbout and island
- Concrete surfacing improvements at crosswalk
- 4. New white crosswalk areas



Area of concrete work



Area of new crosswalk



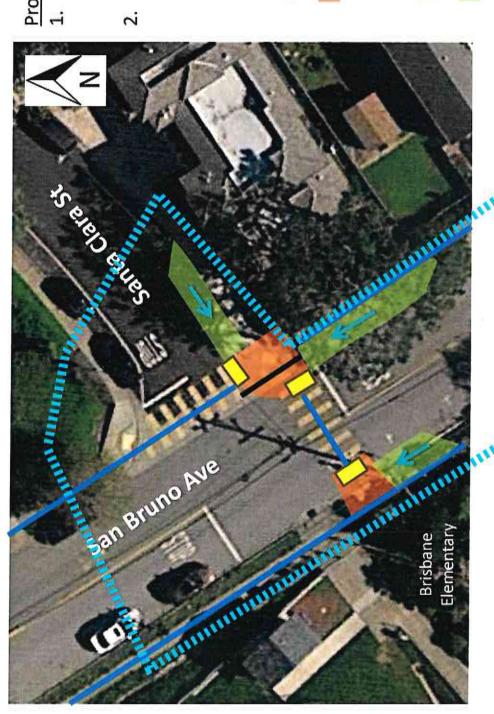
walkway
New stormwater



Direction of flow

San Bruno/Santa Clara

Detail G - SRTS/GI Features



Proposed Improvements

- Stormwater treatment areas on Santa Clara St and San Bruno Ave
- Concrete bulbouts w/ curb ramps and bypass drainage channel
- Safe Route to School
- Area of concrete work
- New bypass drainage channel
- New
- New curb ramp
- New stormwater treatment area
- 7

Direction of flow

EXHIBIT B



FEE SCHEDULE Effective January 1, 2018

CLASSIFICATION	STANDARD RATE			
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$205 - \$260			
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190 - \$225			
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$180 - \$215			
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$165 - \$205			
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$155 - \$195			
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$140 - \$185			
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$130 - \$170			
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$120 - \$160			
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$105 - \$130			
CAD Technician III	\$120 - \$155			
CAD Technician II	\$105 - \$140			
CAD Technician I	\$90 - \$125			
Project Coordinator	\$95 - \$140			
Administrative Assistant	\$75 - \$120			
Construction Project Manager	\$140 - \$160			
Inspector III	\$110 - \$130			
Inspector II	\$95 - \$115			
Inspector I	\$85 - \$105			
Field/Lab Technician IV	\$145 - \$165			
Field/Lab Technician III	\$100 - \$110			
Field/Lab Technician II	\$90 - \$100			
Field/Lab Technician I	\$80 - \$90			
1 Person Survey Crew	\$140 - \$190			
2 Person Survey Crew	\$190 - \$275			
3 Person Survey Crew	\$250 - \$360			
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%			
Overtime Work	Rate Plus 50%			

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.

Fee Schedule subject to change January 1, 2019.

AGREEMENT FOR PROFESSIONAL SERVICES

	THIS AGREEMENT, dated				,	, is made by and between THE					
CITY	OF	BRISBANE, a	municipal	corporation	("City"),	and	Wood	Rodgers,	Inc.,	a	
Califo	rnia	corporation ("Co	nsultant").								

RECITALS

- A. City desires to retain Consultant for the performance of certain professional engineering services for design of the Green Infrastructure Design for Safe Routes to Schools Project ("the Project").
- B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

- 1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the City department head in charge of the Project. All plans, specifications, estimates, and engineering data furnished by Consultant to City shall be signed by the responsible engineer, with registration number indicated where appropriate.
- 2. **Time of Performance.** The services of Consultant shall commence upon the issuance by City of a Notice to Proceed and shall be satisfactorily completed in a timeframe mutually agreed to by City and Consultant.
- 3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Harvey Oslick.
- 4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. The lump sum amounts set forth in Exhibit A include salary, fringe benefits, overhead, profit, and other expenses to be incurred by Consultant. In no event shall Consultant's total compensation exceed the sum of \$77,500 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- 5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable

expenditures. Billings shall be submitted at such time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. If City objects to all or any portion of the billing, City shall notify Consultant of the nature of such objection and the amount in dispute. City shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make a good faith effort to settle the disputed billing through good faith negotiations.

- 6. Maintenance and Inspection of Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. Consultant shall also make such records and documents available for inspection and audit upon request by any representatives of the State or Federal government. The right of inspection shall include the right to make extracts and copies.
- 7. Assignment and Subcontracts. Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Each subcontractor must agree in writing to comply with all of the applicable terms and conditions of this Agreement.
- 8. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to City. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.
- 9. Ownership of Documents. All final plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. Consultant shall not be responsible for any reuse of such documents by City which is unrelated to the Project and City agrees to indemnify, defend, and hold Consultant and its subcontractors harmless against any claims of liability arising from such reuse by City.
- 10. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any

compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

- 11. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals current and in full force and effect at all times during the term of this Agreement. Consultant shall maintain a current City of Brisbane business license.
- 12. Compliance with Standards of Care and Laws. Consultant shall adhere to the standard of care in its profession and shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement. Without limiting the generality of the foregoing, Consultant shall comply with the Federal Acquisition Regulations as set forth in CFR Title 48, Part 31 and CFR Title 49, Part 18, to the extent the same are applicable to the performance of Consultant's services under this Agreement.

13. Errors and Omissions. (Not Used)

- 14. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, including reasonable attorney's fees, to the extent caused by the negligent performance by Consultant or any of its subcontractors, agents or employees, of any services under this Agreement or the failure by Consultant or any of its subcontractors, agents or employees to comply with any of their obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant or any of its subcontractors, agents or employees.
- 15. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

(1) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- (2) Automobile Liability Coverage. Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) Workers' Compensation and Employer's Liability Coverage. Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
- (4) Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) <u>Endorsements</u>: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
 - (1) The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (5) Consultant's insurance coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City by the carrier. Consultant shall immediately give written notice to City of any suspension or reduction in coverage or limits.
- (c) <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) <u>Verification of coverage</u>. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.
- 16. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City City of Brisbane

Attn: Director of Public Works/City Engineer

50 Park Lane

Brisbane, CA 94005

To Consultant Wood Rodgers, Inc.

Attn: Harvey Oslick

3301 C Street, Bldg. 100-B Sacramento, CA 95816

- 17. Resolution of Disputes; Litigation Expenses and Attorneys' Fees. In the event of any dispute between the parties pertaining to this Agreement, the parties shall endeavor in good faith to resolve such dispute through mediation before the commencement of legal action by one party against the other. If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 18. **Termination of Agreement.** This Agreement may be terminated immediately by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may

also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

19. **Equal Opportunity Employment**. Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

20. Miscellaneous Provisions.

- (a) <u>Severability</u>. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) <u>Amendments</u>. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) <u>Waiver</u>. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) <u>Execution</u>. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) <u>Successors and Assigns</u>. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

	THE CITY OF BRISBANE
ATTEST:	By: W. Clarke Conway, Mayor
Ingrid Padilla, City Clerk	
APPROVED AS TO FORM: Michael Roul	
Michael Roush, City Attorney	
	CONSULTANT:
	Jonathan Kors, Vice President

EXHIBIT A

Attach 10/2/18 Scope, Budget and Schedule of Charges here