



TO THE HONORABLE MAYOR AND COUNCIL:

DATE: July 22, 2014

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2 WITH SWINERTON MANAGEMENT & CONSULTING OF SAN FRANCISCO IN THE AMOUNT OF \$9,600 FOR PROJECT MANAGEMENT SERVICES; AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING OF WALNUT CREEK IN THE AMOUNT OF \$35,063 FOR DESIGN SERVICES FOR PROJECT NO. 2251 (FARM BUREAU ROAD SAFE ROUTES TO SCHOOL IMPROVEMENTS – WILLOW PASS ROAD TO WREN AVENUE); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS (FUNDED BY: SAFE ROUTES TO SCHOOL GRANT, MEASURE J, OSIP, AND GAS TAX FUNDS)

Report in Brief

Staff recommends that the City Council approve Amendment #2 to the Professional Services Agreement with Swinerton Consulting (Swinerton) for additional Project Management services in the amount of \$9,600; and approve a Professional Services Agreement with RBF Consulting (RBF) under their Master Services Agreement with the City to provide additional Design Services in the amount of \$35,063 for Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue); and authorize the City Manager to execute the Agreements.

Background

On December 11, 2012, the City Council approved Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue). This project is the recipient of a \$436,600 Safe Routes to School (SR2S) grant to improve student travel for Wren Avenue Elementary School. The School currently has 550 students with no bus transportation available. Approximately 425 students (77%) walk or bicycle to and from school each day. More than 25% of these, or about 106 students, travel to school via Farm Bureau Road. The project scope consisted of the installation of sidewalk, curb, gutter, and a bicycle lane on the west side of Farm Bureau Road between Willow Pass Road and Wren Avenue.

Due to personnel reductions, staff availability, workload, and grant funding deadlines, staff determined it would be necessary to have the project management and design services be performed by outside consultants.

On June 26, 2012, RBF was awarded Master Services Agreement with the City to provide project design services on an as-needed basis, with the issuance of project specific task orders. On November 19, 2013, a Task Order was issued to RBF in the amount of \$64,748, for design services related to PJ 2251, Farm Bureau

APPROVE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2 WITH SWINERTON MANAGEMENT & CONSULTING IN THE AMOUNT OF \$9,600; AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING IN THE AMOUNT OF \$35,063 FOR PROJECT NO. 2251 (FARM BUREAU ROAD SAFE ROUTES TO SCHOOL IMPROVEMENTS – WILLOW PASS ROAD TO WREN AVENUE); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

July 22, 2014

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Road Safe Routes to School Improvements (Willow Pass Road to Wren Avenue). The task order was issued within the authorized staff limits.

On December 3, 2013, a Professional Services Agreement (PSA) was issued to Swinerton in the amount of \$37,500 for the project management of five different capital projects. On January 27, 2014, PSA Amendment #1 in the amount of \$12,000 was issued to add project management of Project No. 2251 through June 30, 2014, to their scope of work.

Discussion

With the approval of the FY2014-15 Capital improvement budget, the project scope and funding were increased to include additional sidewalk on the east side of the Farm Bureau Road near Wren Avenue, street lighting, the resurfacing of Farm Bureau Road between Willow Pass Road and Wren Avenue, and stormwater treatment measures.

RBF CONSULTING

RBF has submitted a proposal in the not-to-exceed amount of \$35,063 for the additional design services required for the expanded project scope. Staff has reviewed the proposal and determined that the RBF assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable for the increased scope. The approval of the Professional Services Agreement will increase the authorization for the project to \$99,811 and, therefore, requires City Council approval.

SWINERTON CONSULTING

Swinerton has submitted a proposal for additional project management services, including time required for additional community outreach services, in the not-to-exceed amount of \$9,600. Staff has reviewed the proposal and determined that the Swinerton assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable for this project. The approval of PSA Amendment #2 will bring the total contract amount to \$59,100, and therefore requires City Council approval.

Fiscal Impact

The project budget of \$1,365,400 includes Gas Tax, Measure J Local, OSIP, and Caltrans SR2S Grant funds, and is sufficient to fully fund the cost of the additional services covered by the amendments.

Public Contact

The City Council Agenda was posted.

APPROVE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT #2 WITH SWINERTON MANAGEMENT & CONSULTING IN THE AMOUNT OF \$9,600; AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING IN THE AMOUNT OF \$35,063 FOR PROJECT NO. 2251 (FARM BUREAU ROAD SAFE ROUTES TO SCHOOL IMPROVEMENTS – WILLOW PASS ROAD TO WREN AVENUE); AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

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Recommendation for Action

Staff recommends that the City Council approve Amendment #2 to the Professional Services Agreement with Swinerton Consulting (Swinerton) for Project Management services in the amount of \$9,600; and approve a Professional Services Agreement with RBF Consulting (RBF) to provide additional Design Services in the amount of \$35,063, for Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road to Wren Avenue); and authorize the City Manager to execute the Agreements.

Prepared by: Shannon Griffin
shannon.griffin@cityofconcord.org

Reviewed by: Robert Ovadia, PE
City Engineer
robert.ovadia@cityofconcord.org


Valerie J. Barone
City Manager
valerie.barone@cityofconcord.org

Reviewed by: Victoria Walker
Director of Community & Economic Development
victoria.walker@cityofconcord.org

Attachment 1 – Professional Services Agreement Amendment #2 (Swinerton)

Attachment 2 – Professional Services Agreement (RBF)

1 2463-A, shall remain in full force and effect.

2 3. TERM.

3 The term of this agreement shall continue to be **through June 30, 2016**. All other terms and
4 conditions in the Professional Services Agreement dated January 16, 2014, Contract No. AA-2463,
5 and First Amendment to Professional Services Agreement dated January 27, 2014, Contract No. AA-
6 2463-A, shall remain in full force and effect.

7 Except as expressly amended herein, all other terms and conditions in the Professional
8 Services Agreement dated January 16, 2014, Contract No. AA-2463, and First Amendment to
9 Professional Services Agreement dated January 27, 2014, Contract No. AA-2463-A, shall remain in
10 full force and effect.

11 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more
12 copies as of the date and year first written above.

13 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

14
15 By: _____

By: _____

16 Name: Jeffery Gee
17 Title: Vice President/General Manager
18 Address: 260 Townsend Street
San Francisco, CA 94107
19 Telephone: (415) 421-2980

Name: Valerie Barone
Title: City Manager
Address: 1950 Parkside Drive MS/40
Concord, CA 94519
Telephone: (925) 671-3150

20 APPROVED AS TO FORM:

ATTEST:

21
22 _____
City Attorney

City Clerk

23
24 Date: _____, 2014

25
26 **FINANCE DIRECTOR'S CERTIFICATION:**
Concord, California

27
28 Date: _____, 2014

1 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
2 DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED
3 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

4 The Sum of **\$9,600**

5 Account Code: 4209500C999 4202251111 74500

6 _____
7 Finance Director's Signature

Swinerton Management & Consulting – PJ2251 – Amendment 2 to PSA Contract No. AA-2463

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May 16, 2014

Via email to mario.camorongan@ci.concord.ca.us

Mr. Mario C. Camorongan, PE, CFM, QSD
CIP Manager – Department of Community and Economic Development
City of Concord
Engineering Services
1950 Parkside Drive
Concord, CA 94519

Subject: Professional Services Agreement – Proposed Amendment
Farm Bureau Road SR2S (PJ 2251)

Dear Mr. Camorongan:

Swinerton Management & Consulting (Swinerton) is presenting this Proposal Amendment for our existing Professional Services Agreement in order to continue Project Management and Design Management Services for the subject project. Recently **Mr. Greg Armendariz** has discussed with you the reasons that the original quantity of hours has been exhausted and the need for additional hours.

Farm Bureau Road SR2S (PJ 2251): Additional management was required for the major redesign of the original SR2S scope. The project evolved from \$500k to \$1.2 million due to added scope, including relocating PG&E power poles. Other added services included cost estimating of added scope and more extensive community outreach. We are requesting an additional **64** hours to provide services to June 30, 2014, at which the project will be handed over to the City.

Swinerton's goal is to always provide quality Project Management and Design Management services that are responsive to our client's needs. In order to continue these services, we request this amendment be approved.

The total hours above will be billed at the pre-approved rate of \$150.00 per hour. The total proposed amendment is therefore **\$9,600.00**. As always, this fee is a not-to-exceed amount.

If you have any questions, please do not hesitate to call me at (415) 617-1451.

Very truly yours,

Dennis Y. Wong, CCM®, LEED® AP
Project Executive

CC: Jeff Gee
Myrna Wagner
Greg Armendariz
File: 13101070

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on **July 22, 2014** between the City of
2 Concord (the "CITY") and **RBF Consulting**, 500 Ygnacio Valley Road, Suite 300, Walnut Creek,
3 California 94596 (the "CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The CITY desires to contract with **RBF Consulting** and **RBF Consulting** to contract with the
7 CITY for provision by **RBF Consulting** to the CITY for professional services in connection with
8 **Project No. 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road
9 To Wren Avenue)** as further described herein, upon the terms and conditions hereinafter set forth.

10 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
11 parties herein contained, the parties hereto agree as follows:

12 **1. Effective Date.** The effective date of this Agreement is **July 22, 2014**.

13 **2. Services.** CONSULTANT shall provide additional design services for Project No.
14 2251 (Farm Bureau Road Safe Routes to School Improvements – Willow Pass Road To Wren
15 Avenue) described in detail in Exhibit A, proposal from **RBF Consulting** dated June 12, 2014
16 attached hereto and made a part hereof.

17 **3. Amendment.** If authorized, CONSULTANT shall furnish additional services, which
18 are in addition to the basic services. If additional services are requested by CITY, this Agreement may
19 be amended, modified, or changed by the parties subject to mutual consent by execution of an
20 addendum by authorized representatives of both parties setting forth the additional scope of services to
21 be performed, the performance time schedule, and the compensation for such services.

22 **4. Authorized Representatives.** Authorized representatives shall represent CITY and
23 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by
24 CONSULTANT under this Agreement except where approval for the CITY is specifically required by
25 the City Council. All requirements of CITY pertaining to the services to be rendered under this
26 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall
27 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will
28 result in the performance of such work without delay.

1 CITY's authorized representative is authorized to execute on behalf of CITY, amendments to
2 the agreement, including amendments providing for additional compensation to CONSULTANT, not
3 to exceed \$40,000, throughout the remaining term of the agreement. The City Manager is authorized
4 to execute amendments to the agreement on behalf of CITY, including additional compensation to
5 CONSULTANT, in an amount not to exceed \$50,000, throughout the remaining term of the
6 agreement and term adjustments as provided for in Section 6. Any amendments providing for
7 additional compensation or extension of the term of this agreement beyond that authorized in Section
8 6 must be approved by the City Council.

9 The CITY authorized representative is Robert Ovadia, P.E., City Engineer of the Community
10 and Economic Development Department - Engineering Services. The CONSULTANT authorized
11 representative is Jennifer Harmon, Project Manager.

12 **5. Compensation.** CONSULTANT shall be compensated on a time and materials basis
13 not to exceed **\$35,063** for basic services rendered under Section 2, as more particularly described in
14 Exhibit A, Compensation; and CONSULTANT shall be compensated for additional services rendered
15 under Section 3, as more particularly described in a fully approved and executed addendum to this
16 Agreement.

17 CONSULTANT may submit monthly statements for basic and additional services rendered. It
18 is intended that payment to CONSULTANT will be made by CITY within (30) days of receipt of
19 invoice.

20 Where the City is not the final authority over the work product, [or portion thereof], the City
21 reserves the right to withhold 10% of the compensation amount under the Agreement, until such time
22 as the final authority or agency provides comments regarding the work product [or portion thereof],
23 and these are satisfactorily incorporated into the work product, [or portion thereof]; OR approval is
24 granted for the work product [or portion thereof] by the final approving authority/agency.

25 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,
26 shall be from the effective date through **June 30, 2016.**

27 The CITY's Authorized Representative or City Manager may extend the term of the agreement
28 for a period not to exceed 12 months if necessary for the CONSULTANT to complete the Scope of

1 Work or any additional Scope of Work previously authorized by the CITY. Such Extension of time
2 shall be in writing by a duly executed addendum or amendment to this agreement.

3 **7. Standard of Performance.** CONSULTANT represents to CITY that the services shall
4 be performed in an expeditious manner, and with the degree of skill and care that is required by
5 current, good, and sound procedures and practices. CONSULTANT further agrees that the services
6 shall be in conformance with generally accepted professional standards prevailing at the time work is
7 performed.

8 **8. Performance by Consultant.** CONSULTANT shall not employ other consultants or
9 contractors without the prior written approval of the CITY. CONSULTANT hereby designates the
10 CONSULTANT'S representative as the person primarily responsible for the day-to-day performance
11 of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
12 CONSULTANT'S representative without the prior consent of the CITY. Unless otherwise expressly
13 agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and
14 timeliness of performance of the services, notwithstanding any permitted or approved delegation
15 hereunder.

16 **9. Ownership and Maintenance of Documents.** All documents furnished by
17 CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect
18 to this project. They are not intended nor represented to be suitable for reuse by others on extensions
19 of this project or on any other project. Any reuse without specific written verification and adoption by
20 CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or
21 legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such
22 unauthorized reuse.

23 CONSULTANT's records, documents, calculations, and all other instruments of service
24 pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves
25 the right to specify the file format that electronic document deliverables are presented to the CITY. If
26 agreement is terminated per Section 13, deliverables shall be provided based on Section 13
27 requirements.

28 **10. Indemnification.** Consultant agrees to defend, indemnify, and hold harmless the City,

1 its officers, representatives, agents, employees and volunteers from and against any and all claims,
2 demands, actions, losses, damages, injuries and liability (including attorney fees and other expenses)
3 arising out of the negligent acts, errors, omissions, recklessness or willful misconduct of
4 CONSULTANT in the performance of this Agreement.

5 **11. Insurance.** CONSULTANT shall, at its own expense, procure and maintain in full
6 force at all times during the term of this Agreement the following insurance:

7 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
8 commercial general liability insurance with limits of no less than one million dollars
9 (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000)
10 aggregate limit for bodily injury, personal injury, and property damage.

11 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability
12 insurance covering all vehicles used in the performance of this Agreement providing a One
13 Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal
14 injury, and property damage.

15 **C. Professional Liability Coverage.** CONSULTANT shall maintain professional
16 liability insurance with coverage for all negligent errors, acts or omissions committed by
17 CONSULTANT, its agents and employees in the performance of this Agreement. The amount
18 of this insurance shall be not less than five hundred thousand dollars (\$500,000) on a claims
19 made annual aggregate basis or a combined single limit per occurrence basis.

20 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT
21 covenants that it will insure itself against liability for Workers' Compensation pursuant to the
22 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon
23 demand of the City Council and properly authorized agents, furnish proof that Workers'
24 Compensation Insurance is being maintained by it in force and effect in accordance with the
25 California Labor Code.

26 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain
27 the following provisions:

28 (1) CITY, its officers, agents, employees, and volunteers are to be covered

1 as additional insureds as respects: Liability arising out of activities performed by or on
2 behalf of CONSULTANT and operations of CONSULTANT, premises owned,
3 occupied, or used by CONSULTANT. The coverage shall contain no special
4 limitations on the scope or protection afforded to CITY, its officers, officials,
5 employees, or volunteers.

6 (2) CONSULTANT'S insurance coverage shall be primary insurance with
7 respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk
8 pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
9 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall
10 not contribute with it.

11 (3) Any failure to comply with the reporting provisions of the policy shall
12 not affect the coverage provided to the CITY, its officers, officials, employees, or
13 volunteers.

14 (4) The aforementioned policies shall be issued by an insurance carrier
15 having a rating of Best A-7 or better which is satisfactory to the City Attorney and
16 shall be delivered to CITY at the time of the execution of this Agreement or as
17 provided below. In lieu of actual delivery of such policies, a Certificate issued by the
18 insurance carrier showing such policy to be in force for the period covered by the
19 Agreement may be delivered to CITY. Such policies and certificates shall be in a form
20 approved by the City Attorney. Except for worker's compensation and professional
21 liability insurance, the policies mentioned in this subsection shall name CITY as an
22 additional insured and provide for thirty (30) days notice of cancellation to CITY. Said
23 policies shall not be canceled earlier than, nor the amount of coverage reduced earlier
24 than, thirty (30) days after the CITY receives notices from the insured of the intent of
25 cancellation or reduction.

26 **12. Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,
27 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
28 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services

1 performed and reimbursable expenses incurred prior to the suspension date. During the period of
2 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
3 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

4 **13. Termination.** CITY may terminate this Agreement for any reason upon ten (10) days
5 written notice to the other party. CITY may terminate the Agreement upon five (5) days written notice
6 if CONSULTANT breaches this Agreement. In the event of termination, CONSULTANT shall
7 promptly deliver to the CITY any reports or other written, recorded, photographic, or visual materials
8 and other deliverables prepared for the CITY prior to the effective date of such termination. After
9 receipt of deliverables, CITY will pay CONSULTANT for the services performed as of the effective
10 date of the termination.

11 **14. Compliance with Civil Rights.** During the performance of this contract,
12 CONSULTANT agrees as follows:

13 **A. Equal Employment Opportunity.** In connection with the execution of this
14 Agreement, CONSULTANT shall not discriminate against any employee or applicant for
15 employment because of race, religion, color, sex, or national origin. Such actions shall include,
16 but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer;
17 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of
18 compensation; and selection for training including apprenticeship.

19 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply with all
20 federal regulations relative to nondiscrimination in federally assisted programs.

21 **C. Solicitations for Subcontractors including Procurement of Materials and**
22 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
23 CONSULTANT for work to be performed under a subcontract including procurement of
24 materials or leases of equipment, each potential subcontractor, supplier or lessor shall be
25 notified by CONSULTANT of CONSULTANT'S obligation under this Agreement and the
26 regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or
27 national origin.

28 **15. Independent Contractor.** In assuming and performing the services, CONSULTANT

1 is an independent contractor and shall not be eligible for any benefits, which the City may provide its
2 employees, except as expressly provided for in the Agreement. All persons, if any, hired by
3 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed
4 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and
5 control over the means of providing services under this Agreement.

6 **16. Compliance with Laws.** CONSULTANT shall comply with all applicable Federal,
7 State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and
8 permits for the conduct of its business and the performance of the services.

9 **17. Choice of Laws.** This Agreement shall be construed and interpreted in accordance
10 with the laws of the State of California, excluding any choice of law rules which may direct the
11 application of the laws of another jurisdiction.

12 **18. Non-Waiver.** The waiver by either party of any breach of any term, covenant, or
13 condition contained in the Agreement, or any default in their performance of any obligations under the
14 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
15 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
16 constitute a continuing waiver of same.

17 **19. Enforceability.** In the event that any of the provisions or portions of application of
18 any of the provisions of the Agreement are held to be illegal or invalid by a court of competent
19 jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of
20 the Agreement with a view toward effecting the purpose of the Agreement. The illegality or invalidity
21 of any of the provisions or portions of application of any of the provisions of the Agreement shall not
22 affect the legality or enforceability of the remaining provisions or portions of application of any of the
23 provisions of the Agreement.

24 **20. Integration.** The Agreement contains the entire agreement and understanding between
25 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
26 contemporaneous agreements, commitments, representation, writings, and discussions between
27 CONSULTANT and CITY, whether oral or written.

28 **21. Successors and Assigns.** CITY and CONSULTANT respectively, bind themselves,

1 their successors, assigns, and legal representatives. CONSULTANT shall not assign or transfer any
2 interest in the Agreement without the CITY's prior written consent, which consent shall be in the
3 CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

4 **22. Financial Records.** Records of CONSULTANT's direct labor costs, payroll costs,
5 and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a
6 generally recognized accounting basis and made available to CITY if and when required.

7 **23. Notices.** All notices required hereunder shall be in writing and mailed postage prepaid
8 by Certified or Registered mail, return receipt requested, or by personal delivery to the CITY's address
9 as shown below, or such other places as CITY or CONSULTANT may, from time to time,
10 respectively, designate in a written notice given to the other. Notice shall be deemed received three (3)
11 days after the date of the mailing thereof or upon personal delivery.

12 To CITY

Robert Ovadia, PE, City Engineer
CED - Engineering Services
City of Concord
1950 Parkside Drive, MS/40
Concord, CA 94519-2578
Phone: (925) 671-3470
Fax: (925) 798-9692

16 To CONSULTANT

Jennifer Harmon, Project Manager
RBF Consulting
500 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94596
Phone: (925) 906-1460
Fax: (925) 906-1465

20 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more
21 copies as of the date and year first written above.

22 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

24 By: _____

By: _____

26 Name: Jennifer Harmon
27 Title: Project Manager
Address: 500 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94596
28 Telephone: (925) 906-1460

Name: Robert Ovadia
Title: City Engineer
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3470

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APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

Date: _____, 2014

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2014

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

The Sum of **\$35,063**

Account Code 4209500C999 4202251111 74500

Finance Director's Signature



June 12, 2014

City of Concord PJ 2251

Mario C. Camorongán, PE, CFM, QSD
Manager, Capital Improvement Program
Community & Economic Development - Engineering
CITY OF CONCORD
1435 Gasoline Alley
Concord, CA 94520

Subject: PJ 2251, Farm Bureau Road Safe Routes to School (SR2S) Design ADDENDUM

Dear Mr. Camorongán,

RBF Consulting (RBF), a company of Michael Baker Corporation, is please to present this proposal for the design of safe route to school improvements along Farm Bureau Road. The scope of work includes:

- Additional coordination and design revisions associated with the extended public outreach.
- The development of PS&E for street lighting along the improvement area.
- The development of PS&E for landscape and irrigation along the improvement area.
- Tasks 11 to 14 outlined in attached Scope of Work, Exhibit "A".

Attached are RBF's proposed Scope of Work, Exhibit "A" and our proposed Addendum Compensation, Exhibit "B". Should you have any questions, please contact me at 925-949-2457.

Sincerely,

RBF Consulting, a Company of Michael Baker Corporation

Jennifer Harmon, P.E.
Project Manager

PLANNING ■ DESIGN ■ CONSTRUCTION

500 Ygnacio Valley Road, Suite 300 ■ Walnut Creek, CA 94596-8217 ■ 925.906.1460 ■ Fax 925.906.1465

Offices located throughout California, Arizona & Nevada ■ www.RBF.com

**PJ 2251, FARM BUREAU ROAD SAFE ROUTES TO SCHOOL (SR2S) PROJECT
ADDENDUM SCOPE OF WORK
EXHIBIT "A"**

Project Scope

The following is an outline of the proposed scope for additional work on the Farm Bureau Road SRTS Project. This scope is based on the conceptual design provided by RBF dated June 6, 2014. The anticipated schedule for design was November 2013 through April 2014 and has now been extended through October 2014. Construction support services are anticipated to take place in the spring and summer of 2015.

Task 11. Project Meetings Attendance and Consultation

RBF will attend regularly scheduled meetings with the Client to review the progress of the work included with this contract and to provide consulting services. A maximum of six (6) meetings are included with this Scope of Work. These meetings may include meeting with utility companies or members of the public to support the City staff in reviewing the progress of the project. RBF will summarize all meetings and consultation services. Additional meetings and/ or consulting services may be required, per a separate authorization by the Client.

Task 12. Street Improvement Plan Revisions

RBF will prepare final plan and profile street improvements at a scale of 1" = 20' based upon the site plan by RBF dated June 6, 2014. Milestone submittals will be provided at 60%, 90% and 100% level of completion for Client review, comments and approval. As several items have changed from the original SRTS application, some additional effort is required to supplement that described in Task 02 of the original scope of work. The changes to be incorporated include street pavement design to consist of AC overlay resurfacing improvements and the east side sidewalk gap closure, driveway and related improvements.

Task 13. Street Lighting and Photometrics

RBF will use Fehr & Peers (F&P) as a sub-consultant for the items outlined in this task. RBF will provide all coordination with Fehr & Peers and manage their work as we have successfully done on several other similar projects. F&P has included up to three meetings with the City staff to confirm direction and review comments.

F&P will prepare street lighting plans at 60%, 90% and 100% level of completion for Client review, comments and approval. F&P will prepare a photometric analysis for City review, in order to determine appropriate lighting for the corridor. Criteria provided by the City include an average illuminance of 0.9 Footcandles (FC) and a uniformity ratio (avg/min) of 3:1.

F&P will prepare a photometric report which shows the proposed lighting type, location and fixtures, as well as existing equipment, illuminance throughout the project, and a summary report for the roadway. F&P will submit this to the City, and based on City comments, provide a revised analysis and report.

Once the report is approved F&P will proceed with the bidding documents. Plans, specifications, and cost estimates (PS&E) for the construction work will be developed using the applicable City Standard

Plans and Specifications provided by the City of Concord. RBF will review the lighting base plan to identify and resolve conflicts prior to the formal PS&E submittal.

F&P will complete electrical load calculations, ground fault calculations, and will coordinate with PG&E to design the new point of connection and ensure existing service distribution facilities can accommodate additional load. F&P will prepare and submit applications for service to PG&E. F&P assume the contract with PG&E, and payment of fees (if any) will be prepared by others.

Task 14. Landscape and Irrigation Plans

RBF will prepare one set of final landscape and irrigation plans, specifications and estimates in sufficient form and detail to obtain City approval and, to bid and construct the landscape improvements. The landscape areas will be designed to function as stormwater treatment to satisfy the Regional Water Quality Control Board requirements. The plans will be prepared based on site opportunities and constraints, client design goals and objectives and City standards. The plans will be prepared in AutoCAD on a base drawing of the project site prepared by the Consultant under a separate task. The drawings and specifications will be combined with the civil improvements and include 1 irrigation plan, 2 irrigation detail sheets, 1 planting plans and 1 planting detail sheet. The plans will be submitted at the 60% (concept phase), 90% and 100% stages of completion.

For the tree removal permit, RBF will prepare the 60% plan showing the trees to be removed and the quantity and species of trees to be planted in exchange for the protected trees. RBF will provide a statement of the specific reasons for the proposed removal. RBF assumes that the City Arborist will provide the recommendations required for RBF to prepare the arborist report. This report will be based on the field walk conducted on May 21, 2014 with the City Arborist.

Project Schedule Updated

Notice to Proceed	November 4, 2013
Topographic Mapping and Surveys Ready	November 25, 2013
35% Planning Coordination with City Complete	June 11, 2014
60% PS&E Submittal to City	July 23, 2014
60% Submittal Comments from City	August 13, 2014
90% PS&E Submittal to City	September 3, 2014
90% Submittal Comments from City	September 24, 2014
100% PS&E Submittal to City	October 8, 2014

Additional Services

Services that are not specifically identified herein as services to be performed by RBF or its consultants are considered "Additional Services." RBF will not perform any Additional Services without prior authorization from the Client. RBF is not obligated to perform Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services.

Exclusions:

Consulting services relating to any of the tasks listed in the original agreement are specifically excluded except for the new tasks added above. Any arborist services are specifically excluded.

FARM BUREAU ROAD PAVEMENT RECONSTRUCTION PROJECT
Proposed Compensation
Exhibit "B"

Prepared for: City of Concord
 Prepared by: RBF Consulting

6/12/2014

		RBF CONSULTING								
TASK	DESCRIPTION	Principal Hours	Project Manager Hours	Licensed Surveyor Hours	Design Engineer Hours	Landscape Architect Hours	Admin Hours	Fehr & Peers (Sub)	Final Hours Total	Final Fee Total
	Addendum									
11	Added Meeting Attendance & Consultation	0	16	0	0	0	0	0	16	\$2,976.00
12	Street Improvement Plan Revisions	0	8	0	32	0	0	0	40	\$5,808.00
13	Street Lighting and Photometrics							\$ 15,675.00		\$15,675.00
14	Landscape and Irrigation Plans	0	4	0	0	68	0	0	72	\$10,604.00
										\$35,063.00
	Hourly Rate	\$225.00	\$186.00	\$175.00	\$135.00	\$145.00	\$63.00			

