

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: March 24, 2015

SUBJECT: APPROVE RELATED CIP PROJECT NOS. 2329, 2331, 2332 & 2333 FOR FY14-15 AND FY15-16 CITYWIDE PAVEMENT MAINTENANCE AND REHABILITATION; AUTHORIZE THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT WITH 511 CONTRA COSTA TO ACCEPT AN OUTSIDE GRANT OF \$355,000 IN MEASURE J PROGRAM 21A FUNDS; APPROPRIATE PROJECT FUNDING; AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES OF CONCORD IN THE NOT-TO-EXCEED AMOUNT OF \$99,085 TO PROVIDE CIVIL ENGINEERING DESIGN SERVICES FOR PROJECT NO. 2331 (FUNDED BY: GAS TAX, MEASURE J & GOLF COURSE ENTERPRISE FUNDS)

Report in Brief

Four related citywide pavement management projects are recommended for approval as part of the City's Annual Pavement Management Program. All four projects require advance planning and coordination and are "spin-off" projects from Project No. 2157 (Pavement Management Annual Program), approved by Council with the FY14-15 CIP Ten Year Budget. At this point, staff is requesting appropriation of funding for the design of the four projects and will return to Council to request full funding of the project budgets at the time of award of construction contracts.

Staff recommends the following actions:

1. Approve Project No. 2329 (FY14-15 Pavement Maintenance) and appropriate \$100,000 from Project No. 2157 (Pavement Management Annual Program) to fully fund the design and preparation of the bid package;
2. Approve Project No. 2331 (FY14-15 Pavement Rehabilitation), authorize the City Manager to execute a funding agreement with 511 Contra Costa to accept and appropriate an outside grant of \$355,000 in Measure J Program 21a funds, approve a Professional Services Agreement with Harris & Associates in the not-to-exceed amount of \$99,085 to provide civil engineering design services, and appropriate \$42,500 from the Golf Course Enterprise fund and \$285,000 from Project No. 2157 (Pavement Management Annual Program) to fully fund the design and preparation of the bid package;
3. Approve Project No. 2332 (FY15-16 Pavement Maintenance) and appropriate \$80,000 from Project No. 2157 (Pavement Management Annual Program) to fully fund the design and preparation of the bid package; and

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4. Approve Project No. 2333 (FY15-16 Pavement Rehabilitation) and appropriate \$120,000 from Project No. 2157 (Pavement Management Annual Program) to fully fund the design and preparation of the bid package.

Background

Project No. 2157 (Pavement Management Annual Program) is a holding account funded with traditional pavement maintenance funding sources such as Gas Tax and Measure J funds. Each year staff determines which pavement preservation strategy or combination of strategies to implement to preserve and extend the life of the City's streets. As specific pavement restoration projects move toward implementation, funding for each individual project for the fiscal year is transferred into a new project number ("spin-off") to allow for expenditure tracking by project.

The City of Concord's Pavement Maintenance Program (PMP) manages the maintenance of 310 centerline miles of streets. To ensure equal distribution of pavement maintenance funds, staff has divided the City into five geographical areas (Zones 1-5) (Attachment 1) and pavement maintenance projects are generated from these areas on a rotational basis. The specific pavement treatments for each street within a zone are selected based on the needs identified in the most recent Pavement Condition Assessment.

As required by the PMP, and to ensure the most efficient use of the City's pavement maintenance funds, the condition of the city streets are assessed on an annual to bi-annual basis, the most recent having been completed in November, 2014. The PMP strategy is to construct at least one pavement maintenance project (slurry and/or cape seal) and one pavement rehabilitation project (Asphalt Concrete overlay) each fiscal year, as funding allows, and to prepare design documents for the following year's construction projects. Completing designs during the prior fiscal year will enable staff to utilize the full construction season for maintenance and rehabilitation projects, and possibly receive lower bid prices than would be received later on in the construction season.

It should also be noted that with the Council's recent approval, approximately \$22 million of proceeds from lease financing will be available, in part, to enhance the PMP, so that road repair and rehabilitation will be substantially increased in the next five year period. Additional information on a proposed plan for the use of this funding will be presented to the Infrastructure and Franchise Committee for first review, likely in late April.

Discussion

The City assesses all of the arterial and collector streets on a bi-annual basis, and assesses the residential streets at least once every 5 years. The streets selected for this year's pavement maintenance project have been selected based on several factors, including: prior year project selection, the latest Pavement Condition Assessment, available budget, visual observation of the streets by Engineering staff, consultation with Public Works Infrastructure Maintenance staff and other adjacent or associated work such as utility repair and installation projects. The following proposed projects include two projects to be constructed in FY14-15 and two projects to be designed in FY14-15, but constructed in FY15-16.

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Project No. 2329 (FY14-15 Pavement Maintenance) includes the slurry and/or cape seal of residential streets within Zone 3 (Attachment 2). Streets selected for slurry seal are typically streets in good to very-good condition with minor cracks, limited pavement failure and surface wear. Streets selected for cape seal are typically in good condition with greater surface wear and limited structural failure. Approximately 231,744 square yards of pavement maintenance improvements on the following residential streets within Zone 3 are proposed to be treated with the project this fiscal year:

CAPE SEAL TREATMENT

Andrix Court, from Minert Rd to End
Caribbean Court, from Alfonso Dr to End
Fisher Dr, from Gelbke Land to End
Getoun Court, from Getoun Dr to End
Getoun Dr, from David Ave to Getoun Court
Litwin Dr, from Smith Land to Minert Rd
Mcelroy Court, from Ryan Rd to End
Minert Rd, from San Simeon Dr to Madigan Ave
Springvale Court, from Springvale Way to End
Springvale Way, Entire Street
Walnut Shadows Court, from Bethany Land to End
Weaver Lane, from Smith Lane to Minert Rd

SLURRY SEAL TREATMENT

Alfonso Dr, from San Simeon Dr to San Miguel Rd
Apple Court, from Apple Dr to End
Apple Dr, from Orange St (West) to Oak Grove Rd
Apricot Lane, from Apple Dr to Peach Place
Aspen Dr, from Linden Dr to Redwood Dr
Augusta Court, from Alfonso Dr to End
Bethany Court, from Bethany Lane End
Bethany Land, from Treat Blvd to Smith Lane
Brittany Court, from Brittany Lane to End
Brittany Lane, from Smith Lane to Minert Rd
Cameron Court, Entire Cul de Sac
Carey Dr, from Monument Blvd to Victory Lane
Carondelet Court, from Weaver Lane to End
Carthage Court, from Carthage Dr to End
Carthage Dr, from Litwin Dr to Oak Grove Rd
Cayce Court, from David Ave to End
Clarewood Court, from Smith Lane to End
Clarkson Court, from Risdon Rd to End
Dale Place, from Peach Place to End
Douglas Court, from Aspen Dr to End
Ernst Way, from Orange Street to Rosemary Lane
Estrella Court, from Risdon Rd to End

SLURRY SEAL TREATMENT (cont.)

Evergreen Dr, from Sunshine Dr to Mayette Ave
Frayne Court, from Frayne Lane to End
Frayne Ln, from Madigan Ave to San Miguel Rd
Galveston Court, from Alfonso Dr to End
Gelbke Ln, from Sunshine Dr to Meadow Lane
Getoun Dr, from Getoun Court to Risdon Rd
Grenola Dr, from Smith Lane to Minert Rd
Helix Court, from Helix Dr to End
Helix Dr, from David Ave to Risdon Rd
Holiday Court, from David Ave to Risdon Rd
Hyde Court, from Aspen Dr to End
Larry Place, from Peach Place to End
Linden Dr, from Victory Lane to Magnolia Dr
Linnet Court, from Woodmoor Dr to End
Luxury Dr, from Minert Rd to San Simeon Dr
Madigan Ave, from Frayne Lane to Minert Rd
Magnolia Dr, from Sunshine Dr to Mayette Ave
Marcella Court, from Risdon Rd to End
Minert Rd, from Madigan Ave to St John Court
Niagra Court, from Smith Lane to End
Orange Street, from Apple Dr to End
Peach Place, from Oak Grove Rd to End
Pear Dr, from Orange Street to Oak Grove Rd
Pla Vada Court, from Minert Rd to End
Plum Lane, from Pear Dr to Apple Dr
Redwood Dr, from Sunshine Dr to Magnolia Dr
Risdon Rd, from Oak Grove Rd to End
Rosemary Lane, from Peach Place to Ernst Way
Ryan Rd, from San Simeon Dr to Serpa Dr
San Simeon Dr, from Treat Blvd to St Joseph Dr
Schofield Court, from Aspen Dr to End
Smith Lane, from Weaver Lane to Oak Grove Rd
St John Circle, from Sullivan Ave to Minert Rd
St John Court, from St John Circle to End
St Joseph Dr, from San Simeon Dr to End
Sullivan Ave, from Ryan Rd to St John Circle
Sunshine Dr, from Linden Dr to Meadow Lane

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SLURRY SEAL TREATMENT (cont.)

Victory Lane, from Monument Blvd to Linden Dr
Watson Court (East), from Luxury Dr to End
Weaver Court, from Weaver Lane to End
Weaver Lane, from Weaver Court to Smith Lane
Willy Way, from Cameron Court to Pear Dr
Woodmoor Court, from Woodmoor Dr to End
Woodmoor Dr, from David Ave to Risdon Rd

Project No. 2331 (FY14-15 Pavement Rehabilitation) This project will construct approximately 31,487 square yards of pavement rehabilitation improvements on the following streets this fiscal year (Attachment 3):

- Oak Grove Road from Monument Boulevard to Whitman Road;
- Salvio Street from Parkside Drive to Port Chicago Highway; and
- Diablo Creek Golf Course (proposed as part of this project, due to the similar nature of work, including the repair of certain portions of the parking lots and pathways).

Oak Grove Road from Monument Boulevard to Whitman Road

This section of Oak Grove Road (from Monument Boulevard to Whitman Road) is a heavily traveled collector street which provides a connection between two major arterials and is considered high priority based on the PCI level of 57 (between the 30-75 range for pavement rehabilitation). In addition, as mentioned above, the streets selected for this year's pavement rehabilitation project were chosen based on several factors, including: prior year project selection, the latest Pavement Condition Assessment, available budget, visual observation of the streets by Engineering staff, consultation with Public Works Infrastructure Maintenance staff and other adjacent or associated work such as utility repair and installation projects.

Salvio Street from Parkside Drive to Port Chicago Highway

City staff has secured regional Measure J funds from 511 Contra Costa to implement the construction of the Salvio Street improvements listed above (Attachments 4 & 5). The funds are designated for school area locations and will be used for a Complete Streets pavement rehabilitation project on Salvio Street in front of Olympic High School, from Parkside Drive to Port Chicago Highway. Staff has obtained the consent of 511 Contra Costa to allow the City of Concord to receive \$355,000 in regional Measure J Program 21a funds in FY 2014-15 to resurface this street segment of Salvio Street as a school area safety improvement project and to restripe it to include dedicated Class II bike lanes and other Complete Streets improvements near Olympic High School. The newly identified funds will cover approximately 55% of the total cost to implement this project and will allow the street to be restriped to Complete Streets standards. If approved by the City Council, the remaining 45% of the cost (or \$285,000) will be covered through local Measure J funds to be appropriated from Project No. 2157 as part of the recommended actions listed in this report.

The design of the Salvio Street portion of the project (mainly the new striping layout) will be conducted as part of a community-driven process in which residents, Olympic High School, bicycle

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advocates, and other stakeholders will have the opportunity to weigh-in on the future outlook of this street. This project will not include sidewalk improvements on the north side of Salvio Street between Parkside Drive and Beach Street (where a sidewalk is currently missing) due to lack of funds. The sidewalk improvements are estimated to cost \$250,000 and staff has identified this improvement for a future project and is currently looking to identify funding.

Diablo Creek Golf Course

The two main sections of the Diablo Creek Golf Course parking lot are in need of repaving. The parking lot has not been repaved since it was installed as part of the golf course renovation almost twenty years ago. Approximately nine years ago, the City contracted with Valley Crest Golf Course Maintenance to provide ongoing upkeep and maintenance of the Golf Course grounds. A provision in this contract also provides that Valley Crest will slurry seal the parking lots on an annual basis. This annual slurry seal maintenance has preserved the good condition of a large percentage of the golf course parking lot surface, however, the most heavily used portion of the lots is now in need of pavement rehabilitation prior to returning to the annual slurry seal schedule. In addition, there is an asphalt hardscape walkway and seating area that surrounds the golf course club house which is also in need of pavement repair, which is not covered under Valley Crest's contract.

The design and preparation of the bid package for the Golf Course parking lot area is estimated to cost approximately \$42,500. Funds for this project will come from the Golf Course Enterprise funds, made available by a real estate sale of a small portion of the golf course property to Pacific Ranch Investments. Additional funding will come from the small capital contribution account to which Valley Crest contractually contributes \$50,000 annually. Funding for the construction of this portion of the project will be requested by staff at the time of award.

Professional Services Agreement for Civil Engineering Design Services

Harris & Associates (Harris) has submitted a proposal in the not-to-exceed amount of \$99,085 for the civil engineering design services for Project No. 2331 (FY14-15 Pavement Rehabilitation). Staff has reviewed the proposal and determined that Harris' assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable. Harris has successfully designed numerous projects for the City, including: Project No. 2239 (Central Concord Pedestrian Improvements & Streetscape Project); and Project No. 2295 (Downtown Sanitary Sewer Improvements – Phase II). Harris has verified that they have the staff available and are ready to begin work on this project immediately.

Project No. 2332 (FY15-16 Pavement Maintenance) includes the slurry and/or cape seal of residential streets within Zone 4 (Attachment 6). Streets selected for slurry seal are typically streets in good to very-good condition with minor cracks, limited pavement failure and surface wear. Streets selected for cape seal are typically in good condition with greater surface wear and limited structural failure. Staff plans to begin the selection of streets and begin preparation of the design package later this fiscal year, with construction during FY15-16.

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Project No. 2333 (FY15-16 Pavement Rehabilitation) This project will design and eventually construct pavement rehabilitation improvements on various City Streets. Staff plans to begin the selection of streets and begin preparation of the design package later this current fiscal year, with construction during FY15-16.

Currently, there is insufficient funding available to appropriate the funds necessary for both the design and construction costs of the above projects. Staff is therefore requesting sufficient funding for project design and will return to Council to request additional funding appropriations for the award of the respective construction contracts. It is estimated that PJ 2329 and PJ 2331 will require an additional \$1,100,000 and \$1,215,000 respectively to be fully funded for construction. Projects 2332 and 2333 will be fully funded with the approval of the FY15-16 CIP Ten-Year Plan.

Fiscal Impact

Project No. 2329 (FY15-16 Pavement Maintenance) requires an appropriation of approximately \$100,000 to fund the design and preparation of the bid package for this project. Staff recommends funding this through a budget transfer from Project No. 2157 (Pavement Management Annual Program). Staff recommends transferring \$100,000 in Gas Tax (Fund 262) from Project No. 2157, which has sufficient funds, to Project No. 2329.

Project No. 2331 (FY14-15 Pavement Rehabilitation) requires the acceptance of an outside grant in the amount of \$355,000 in Measure J Program 21a funds, and an appropriation of approximately \$42,500 from the Golf Course Enterprise fund. Additionally, staff recommends an appropriation of approximately \$285,000 to fulfill the City's match requirements for the grant, which will be used to fund the design and preparation of the bid package for this project. Staff recommends funding this through a budget transfer from Project No. 2157 (Pavement Management Annual Program). Staff recommends transferring \$42,500 in Golf Course Enterprise funds (Fund 700) from the holding account which has sufficient funds, and \$285,000 in Measure J funds (Fund 475) from Project No. 2157, which has sufficient funds, to Project No. 2331.

Project No. 2332 (FY15-16 Pavement Maintenance) requires an appropriation of approximately \$80,000 to fund the design and preparation of the bid package for this project. Staff recommends funding this through a budget transfer from Project No. 2157 (Pavement Management Annual Program). Staff recommends transferring \$80,000 in Gas Tax (Fund 261) from Project No. 2157, which has sufficient funds, to Project No. 2332.

Project No. 2333 (FY15-16 Pavement Rehabilitation) requires an appropriation of approximately \$120,000 to fund the design and preparation of the bid package for this project. Staff recommends funding this through a budget transfer from Project No. 2157 (Pavement Management Annual Program). Staff recommends transferring \$120,000 in Gas Tax (Fund 261) from Project No. 2157, which has sufficient funds, to Project No. 2333.

Public Contact

The Council Agenda was posted.

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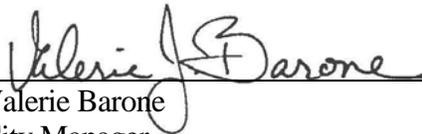
Recommendation for Action

Staff recommends the following actions:

1. Approve Project No. 2329 (FY14-15 Pavement Maintenance) and appropriate \$100,000 from Project No. 2157 (Pavement Management Annual Program) to fully fund the design and preparation of the bid package;
2. Approve Project No. 2331 (FY14-15 Pavement Rehabilitation), authorize the City Manager to execute a funding agreement with 511 Contra Costa to accept and appropriate an outside grant of \$355,000 in Measure J Program 21a funds, approve a Professional Services Agreement with Harris & Associates in the not-to-exceed amount of \$99,085 to provide civil engineering design services, and appropriate \$42,500 from the Golf Course Enterprise fund and \$285,000 from Project No. 2157 (Pavement Management Annual Program) to fully fund the design and preparation of the bid package;
3. Approve Project No. 2332 (FY15-16 Pavement Maintenance) and appropriate \$80,000 from Project No. 2157 (Pavement Management Annual Program) to fully fund the design and preparation of the bid package; and
4. Approve Project No. 2333 (FY15-16 Pavement Rehabilitation) and appropriate \$120,000 from Project No. 2157 (Pavement Management Annual Program) to fully fund the design and preparation of the bid package.

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

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



Valerie Barone
City Manager

Reviewed by: Victoria Walker
Director Comm. & Econ. Development
victoria.walker@cityofconcord.org

- Attachment 1: Location Map – All Street Maintenance Zones
- Attachment 2: Location Map – Zone 3 (PJ2329)
- Attachment 3: Location Map (PJ2331)
- Attachment 4: Award Letter from 511 Contra Costa (PJ2331)
- Attachment 5: Proposed Funding Agreement with 511 Contra Costa (PJ2331)
- Attachment 6: Professional Services Agreement (Harris & Associates)
- Attachment 7: Location Map – Zone 4 (PJ2332)

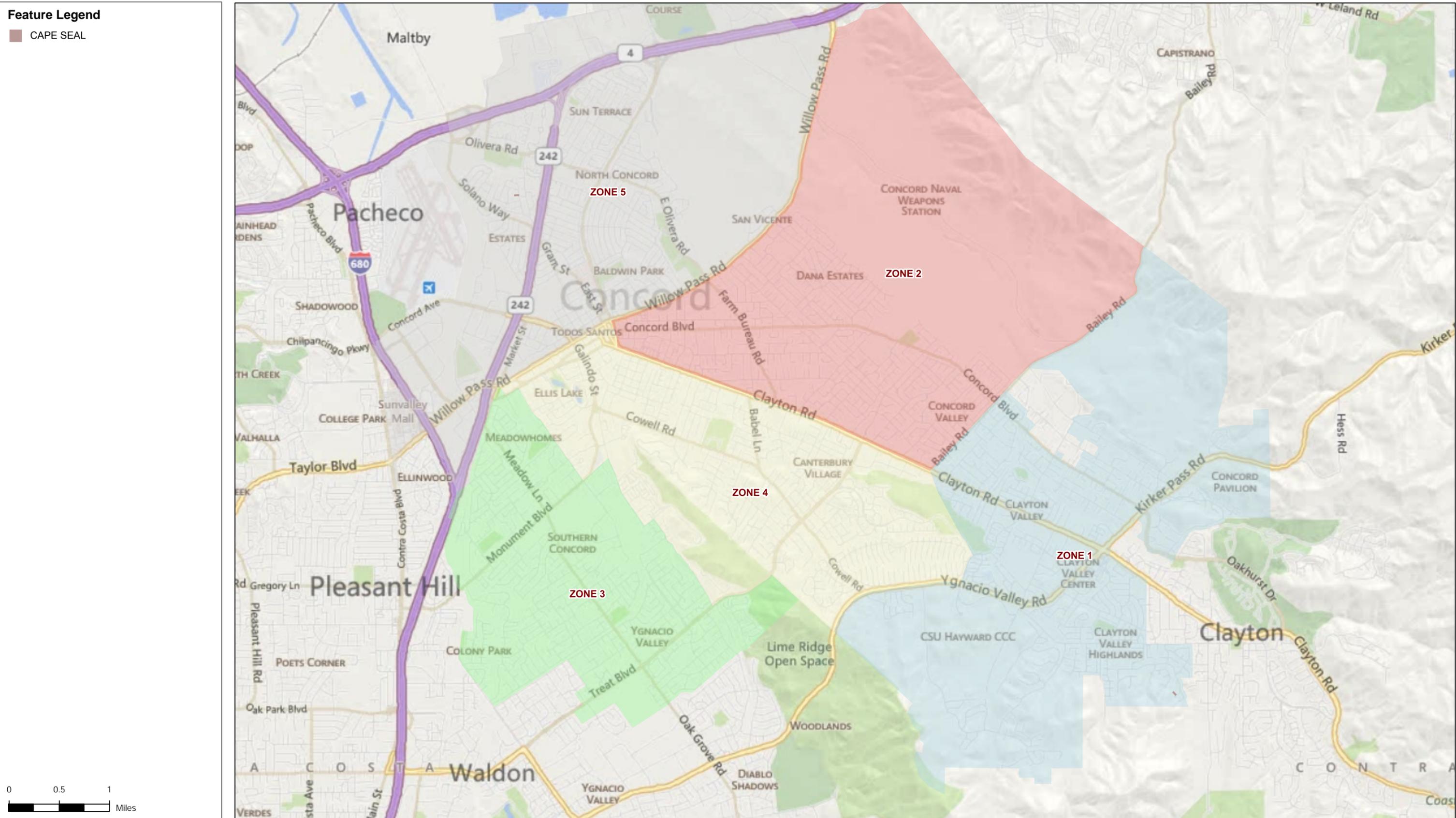


Scenario Treatments

Test - 2016 Project Period - Printed: 3/5/2015

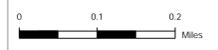
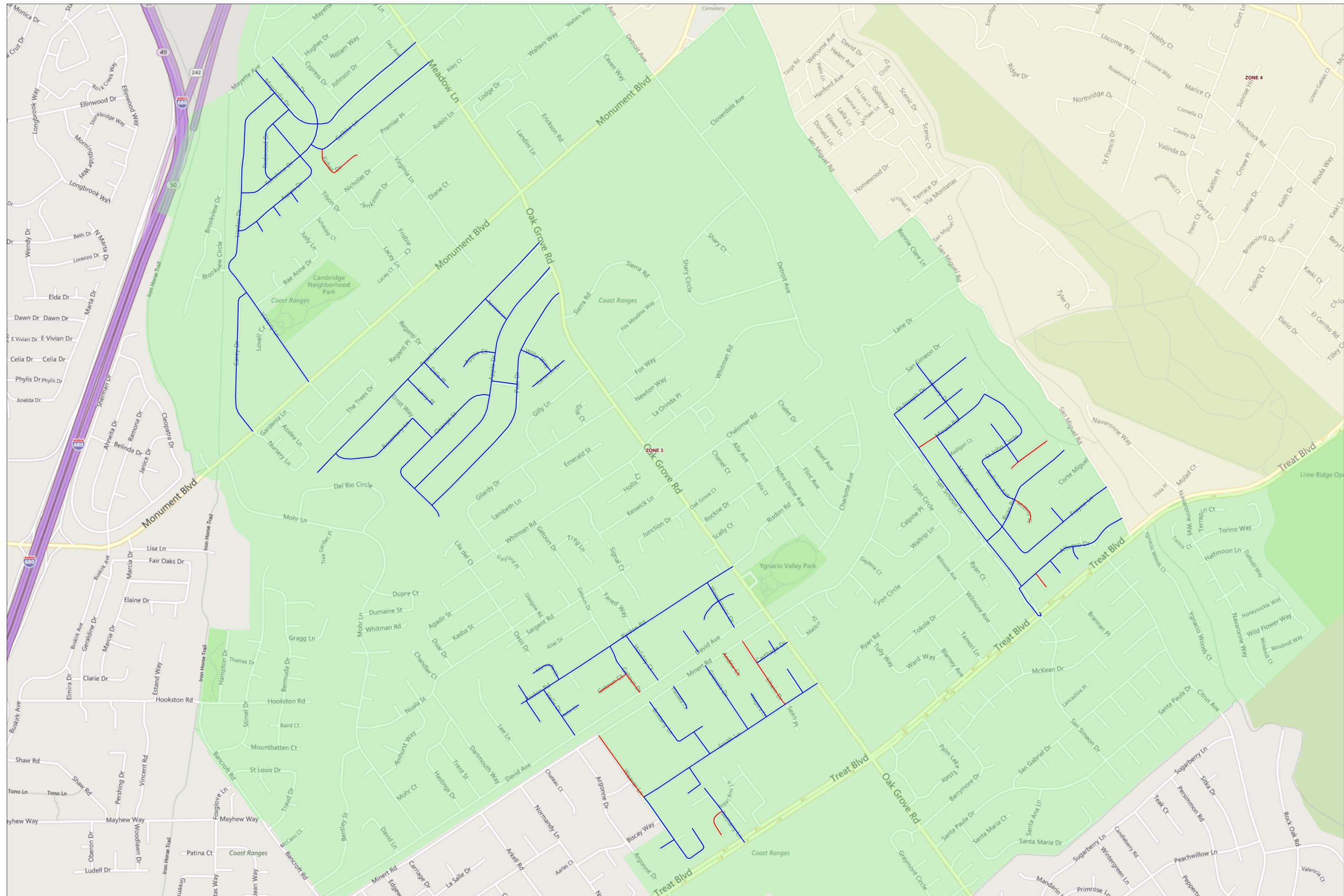
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CAPE SEAL



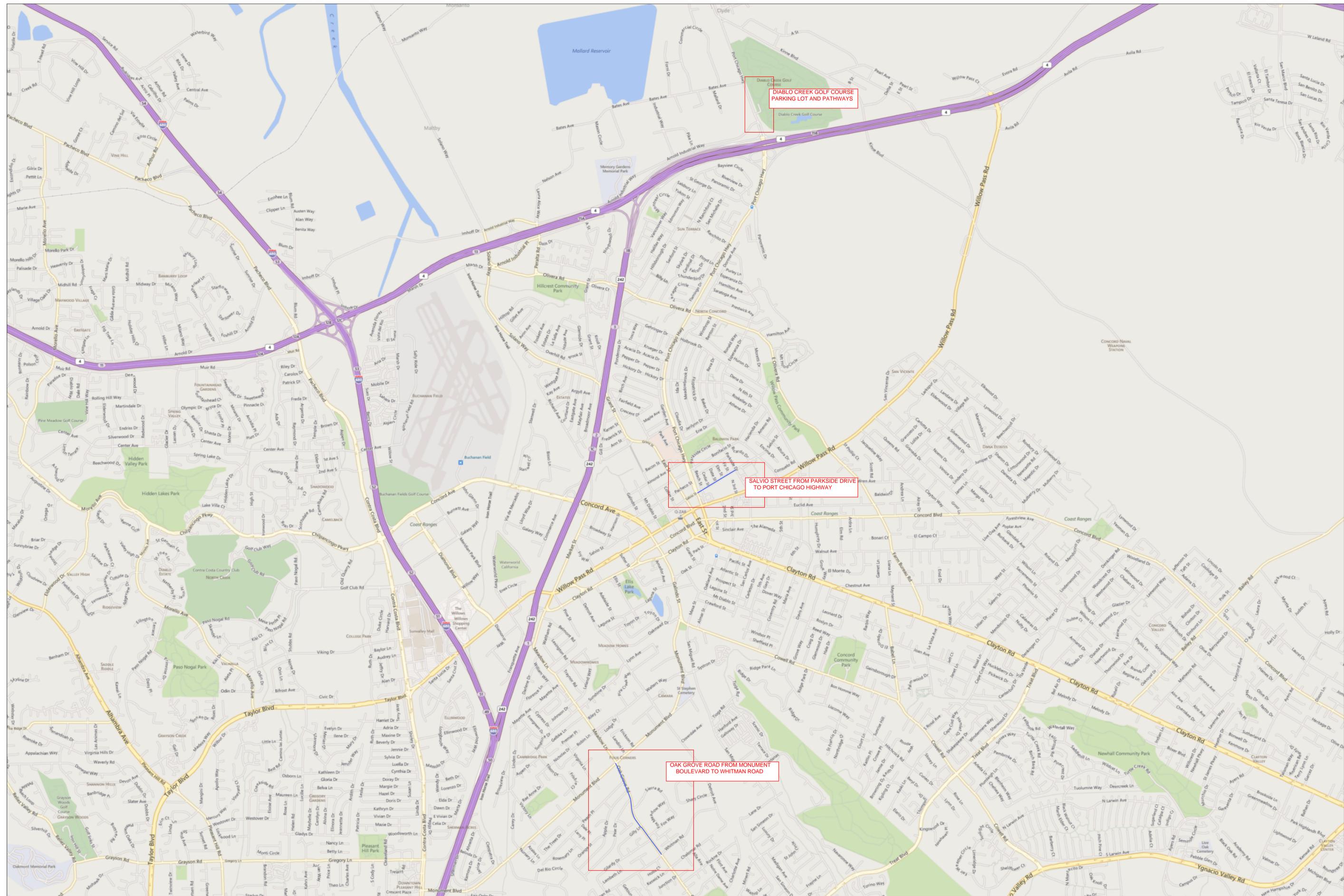


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■ RUBBERIZED CAPE SEAL
■ SLURRY SEAL





Feature Legend
■ LIGHT AC OVERLAY



1/26/2015

Ray Kuzbari
Transportation Manager; Community & Economic Development Department
City of Concord
1950 Parkside Drive, M/S 52
Concord, CA 94519

Dear Ray,

Thank you for providing us with cost estimates for matching funds required for the restriping of Salvio Street in front of Olympic High School to allow for safe multi-modal access to the school and reduced speeds. After reviewing the proposed project and feedback from the various stakeholders (City of Concord, Mt. Diablo Unified School District, and the Olympic High School Administration), we believe this project is crucial in supporting bicycle and pedestrian safety to and from campus.

It is our pleasure to inform you that 511 Contra Costa's *Street Smarts Infrastructure Program* has agreed to fund this project, limited to capital expenditures in the amount of \$355,000. Payment of this funding is contingent on the City of Concord's City Council's acceptance of the grant and undertaking of the project in an agreed upon timeline. In addition, the *Street Smarts Infrastructure Program* will reimburse the City of Concord upon completion and payment of all vendors.

We are truly excited to be involved in this project and look forward to hearing from you for next steps. Please feel free to contact me with any questions.

Sincerely,



Lynn Overcashier
Program Manager
511 Contra Costa

2300 Contra Costa Blvd., Suite 110, Pleasant Hill, CA 94523 | Phone 925-969-0841 | Fax 925-969-9135

Street Smarts Diablo Region is a Traffic Safety Program that educates pedestrians, cyclists and drivers in Central and East Contra Costa County.

*Street Smarts and SchoolPool are brought to you by 511 Contra Costa in cooperation with the cities of Antioch • Brentwood
Clayton • Concord • Martinez • Oakley • Pittsburg • Pleasant Hill • Walnut Creek • and Contra Costa County*

www.StreetSmartsDiablo.com

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“Agreement”) is entered into on March 24, 2015 between the City of
2 Concord (“CITY”) and Harris & Associates, 1401 Willow Pass Road Suite 500, Concord, California
3 94520 (“CONSULTANT”).

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

6 The CITY desires to contract with Harris & Associates and Harris & Associates to contract
7 with the CITY for provision by Harris & Associates to the City for professional services with Project
8 No. 2331 (FY14-15 Pavement Rehabilitation) as further described in Section 2 of this Agreement,
9 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. **TERM.** This Agreement shall commence on March 24, 2015 and expire on June 30,
13 2016.

14 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of
15 this Agreement may be extended for one additional period(s) of one year(s) each commencing upon
16 the expiration of the initial or extended term, subject to the same terms and conditions of this
17 Agreement. CONSULTANT shall give written notice of its request for extension of the term of the
18 Agreement to the City’s Authorized Representative, as identified in Section 4 below, at least thirty
19 (30) days prior to expiration of the initial or extended term.

20 The extension(s) of the term of this Agreement shall be subject to a review of
21 CONSULTANT’S performance in accordance with the terms and conditions of this Agreement and
22 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
23 Amendment to this Agreement.

24 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
25 the CITY’s Authorized Representative, CONSULTANT shall provide design services for Project No.
26 2331 (FY14-15 Pavement Rehabilitation) described in detail in Exhibit A, a proposal from Harris &
27 Associates dated March 6, 2015 is attached hereto and made a part hereof. CITY retains all rights of
28 approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

1 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
2 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
3 A. However, in no event shall the amount CITY pays CONSULTANT exceed ninety nine thousand,
4 eighty five dollars (\$99,085) for the term of this Agreement. Any Amendment to this Agreement that
5 includes an increase to this compensation amount shall be made in accordance with Section 5 below.

6 CONSULTANT may submit monthly statements for services rendered; all statements shall
7 include adequate documentation demonstrating work performed during the billing period. It is
8 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
9 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
10 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
11 time of payment.

12 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
13 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
14 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
15 by the City Council. The CITY's authorized representative is Robert Ovadia, City Engineer of the
16 Community & Economic Development Department. The CONSULTANT's authorized representative
17 is Vern Phillips, Senior Vice President.

18 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
19 subject to approval by both parties. If additional services are requested by CITY other than as
20 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
21 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
22 of an Amendment by authorized representatives of both parties setting forth the additional scope of
23 services to be performed, the performance time schedule, and the compensation for such services.

24 **A. Amendment for Additional Compensation.** CITY's Authorized
25 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
26 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
27 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
28

1 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
2 base contract amount, must be approved by City Council.

3 Consultant's failure to secure CITY's written authorization for additional compensation or
4 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
5 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

6 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
7 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
8 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
9 have any control over the manner by which the CONSULTANT performs this Agreement and shall
10 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
11 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
12 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
13 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
14 whatsoever, unless otherwise provided in this Agreement.

15 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
16 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
17 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
18 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
19 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
20 performed during non-standard business hours, such as in the evenings or on weekends.
21 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
22 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
23 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
24 all taxes, assessments and premiums under the federal Social Security Act, any applicable
25 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
26 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
27 reason of or in connection with the services to be performed by CONSULTANT.

1 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
2 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
3 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
4 and care that is required by current, good, and sound procedures and practices. CONSULTANT
5 further agrees that the services shall be in conformance with generally accepted professional standards
6 prevailing at the time work is performed.

7 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
8 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
9 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
10 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
11 representative as the person primarily responsible for the day-to-day performance of
12 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
13 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
14 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
15 quality and timeliness of performance of the services, notwithstanding any permitted or approved
16 delegation hereunder.

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

24 CONSULTANT's records, documents, calculations, and all other instruments of service
25 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
26 reserves the right to specify the file format that electronic document deliverables are presented to the
27 CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions
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1 and other final work products compiled by the CONSULTANT under the Agreement shall be vested
2 in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation,
3 or agency without the expressed written consent of the CITY. Basic survey notes and sketches,
4 charts, computations, and other data prepared or obtained under the Agreement shall be made
5 available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT
6 may retain copies of the above-described information but agrees not to disclose or discuss any
7 information gathered, discussed or generated in any way through this Agreement without the written
8 permission of CITY during the term of this Agreement, unless required by law.

9 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
10 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
11 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
12 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
13 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
14 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
15 the part of CITY.

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

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

22 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
23 liability insurance covering all vehicles used in the performance of this Agreement providing a one
24 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
25 and property damage.

26 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
27 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
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1 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
2 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made
3 annual aggregate basis or a combined single limit per occurrence basis.

4 **D. Compliance with State Workers' Compensation Requirements.**

5 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
6 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
7 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
8 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
9 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
10 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
11 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

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

14 (1) **Additional Insured.** CITY, its officers, agents, employees, and
15 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
16 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
17 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
18 or protection afforded to CITY, its officers, officials, employees, or volunteers.

19 Except for worker's compensation and professional liability insurance, the policies mentioned
20 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
21 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
22 receives any notice of cancellation or nonrenewal from its insurer.

23 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be
24 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
25 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
26 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
27 with it.

1 (3) **Reporting Provisions.** Any failure to comply with the reporting
2 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
3 employees, or volunteers.

4 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with
5 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
6 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
7 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
8 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
9 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
10 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
11 right to require complete certified copies of all required insurance policies at any time.

12 12. **TIME OF PERFORMANCE.** The time of performance of the services under this
13 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
14 shall be strictly construed.

15 13. **SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
16 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
17 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
18 performed and reimbursable expenses incurred prior to the suspension date. During the period of
19 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
20 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

21 14. **TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
22 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
23 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
24 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
25 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work
26 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall
27 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
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1 for the services performed as of the effective date of the termination.

2 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
3 CONSULTANT agrees as follows:

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

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

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

18 **16. CONFLICT OF INTEREST.**

19 **A.** CONSULTANT covenants and represents that neither it, nor any officer or
20 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
21 any manner with the interests of CITY or which would in any way hinder CONSULTANT's
22 performance of services under this Agreement. CONSULTANT further covenants that in the
23 performance of the Agreement, no person having any such interest shall be employed by it as an
24 officer, employee, agent or subcontractor without the express written consent of the CITY.
25 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
26 interest, with the interests of the CITY in the performance of this Agreement.

27 **B.** CONSULTANT is not a designated employee within the meaning of the
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1 Political Reform Act because CONSULTANT:

2 (1) Will conduct research and arrive at conclusions with respect to its rendition
3 of information, advice, recommendation or counsel independent of the control and direction of the
4 CITY or of any CITY official, other than normal contract monitoring; and

5 (2) Possesses no authority with respect to any CITY decision beyond the
6 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

7 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
8 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
9 licenses, including a business license with the City of Concord, and permits for the conduct of its
10 business and the performance of the services.

11 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
12 with the laws of the State of California, excluding any choice of law rules which may direct the
13 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
14 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
15 County of Contra Costa, California.

16 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
17 condition contained in the Agreement, or any default in their performance of any obligations under the
18 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
19 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
20 constitute a continuing waiver of same.

21 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
22 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
23 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
24 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
25 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
26 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
27 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
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1 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
2 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

3 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
4 incorporated herein by reference. The Agreement contains the entire agreement and understanding
5 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
6 contemporaneous agreements, commitments, representation, writings, and discussions between
7 CONSULTANT and CITY, whether oral or written.

8 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
9 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
10 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
11 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
12 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
13 of this provision shall be void. This Agreement is not intended and shall not be construed to create
14 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
15 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
16 not have any power to bind or commit the CITY to any decision.

17 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
18 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
19 a generally recognized accounting basis and made available to CITY if and when required.

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

25 To CITY:

Robert Ovadia, City Engineer
Community & Economic Development Department
City of Concord
1950 Parkside Drive

Concord, CA 94519-2578
Phone: (925) 671-3470
Fax: (925) 798-9692

To CONSULTANT:

**Vern Phillips, Senior Vice President
Harris & Associates, Inc.
1401 Willow Pass Road, Suite 500
Concord, CA 94520
Phone: (925) 827-4900**

25. **NON-LIABILITY**. No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

26. **EXECUTION**. Each individual or entity executing this Agreement on behalf of CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that such execution is binding upon CONSULTANT.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

CONSULTANT

CITY OF CONCORD, a Municipal Corporation

By: _____
Name: Vern Phillips
Title: Senior Vice-President
Address: 1401 Willow Pass Road, Suite 500
Concord, CA 94520
Telephone: (925) 827-4900

By: _____
Name: Robert Ovidia
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

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

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 **\$99,085**.

Account Code: 4759500C999/4752331111-74500

Finance Director's Signature



March 6, 2015

Jeff Rogers, PE, QSD
Project Manager
Community and Economic Development
City of Concord
1950 Parkside Drive, MS/40
Concord, CA 94519

**RE: PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR
PJ 2331 FY 14-15 PAVEMENT REHABILITATION**

Dear Jeff:

Thank you for inviting Harris to propose on civil engineering design services for your FY 14-15 Pavement Rehabilitation project. Herein is our proposal letter with attached Fee Estimate for your review and comment or approval.

PROJECT UNDERSTANDING

Based on the materials that you provided to Harris, I understand that the City wants to rehabilitate the following streets:

Street Name	Begin Location	End Location
Salvio Street	Port Chicago Highway	Parkside Drive
Oak Grove Road	Whitman Road	Monument Boulevard
Diablo Creek Golf Course Parking Lot		

As part of the design phase Harris will:

- Utilize photo images for base mapping instead of topographic surveying in order to save money and expedite the plan preparation process.
- Perform field work to identify existing road widths, striping, traffic signal loop detectors, utility covers, parameters for curb ramp design, and any other information pertinent to the design.
- Conduct pavement testing and analysis to determine the most cost-effective treatments.
- Estimate base repair areas based on visual inspection of the pavement condition and as a percentage of the paved surface area for bidding purposes, if needed. The City reserves the right to request that base repairs (locations and dimensions) be shown on

the plans at no additional costs to the City. Harris will accompany a City representative in the field to provide direction for marking/delineating base repair areas in a timely manner that fits within the construction schedule.

- Perform quantity takeoffs and prepare cost estimates at milestone submittals.
- Notify and coordinate with utility agencies.

SCOPE

Task 1. Investigation – After a kickoff meeting to confirm the project scope and design parameters, Harris staff will survey and field measure the streets to collect data for preparation of base maps, identify field constraints, and note the deficiencies of the existing condition. We will also document the existing conditions with field notes and photos.

Our subconsultant, PEI, will perform deflection testing to determine multiple options for pavement rehabilitation. We will perform an analysis of the available options for each location to determine which option will serve the City's needs most appropriately.

Task 2. PS&E Preparation - We will prepare plans, specifications, and estimates for bidding purposes. This task will include the following:

Based on the information from Task 1, the Harris team will prepare plans, specifications, and cost estimates for the project. The plan set will include a Title Sheet with a vicinity map, Location Map showing the limits of each street, Layout Sheets showing the improvements for pavement rehabilitation as well as curb ramps, and Construction Details as required. Harris will prepare technical specifications for review and comment by the City. The specifications will be in Caltrans standard format and will include a description of each item on the bid schedule with requirements for payment. A detailed cost estimate will be prepared, including quantity takeoffs, unit costs, and cost estimates for each element of the project. The cost for construction of the Diablo Creek Golf Course Parking Lot will be prepared separately and presented as a bid alternate in the construction documents. The engineer's estimate will show separate costs for Oak Grove, Salvio and Golf Course improvements.

Deliverables produced for the pre-final submittal will be checked by our QA/QC manager prior to submission to the City. Harris will participate in a review meeting with the City to discuss and resolve comments.

In an attempt to minimize the design cost, Caltrans Standard Details will be used for design of curb ramps, where possible. We will also create several standard drawings to categorize different varieties of curb ramps for application on a case-by-case basis. But as you are well aware, there are no standard corners and each location has its own unique characteristics and these standard details cannot possibly be applied to each location.

Task 2 Deliverables:

- Pre-final plans
- Pre-final Specifications
- Pre-final opinion of probable construction cost
- Review meeting minutes

Task 3: Preparation of Final Design Documents - Harris will collect and address comments received from the previous submittal and modify plans accordingly. Deliverables produced for the final submittal will be checked by the QA/QC Manager prior to submission to the City. Final plans will be plotted on reproducible vellum paper, signed by a registered engineer and will be provided in electronic (AutoCAD) format. Harris will be responsible for incorporation of the Technical Specifications into the City's boilerplate specifications and assembling the project specifications with City's assistance. City will be copying and distributing the contract documents.

Task 3 Deliverables:

- Final Submittal (electronic format)
- Electronic copy of each deliverable listed below. Electronic submittals will be in AutoCAD and Adobe for plans; MS Word and Adobe for specifications and reports; and MS Excel and Adobe for cost estimates or spreadsheets.
- Bid plans in reproducible format, if requested (plotted on vellum)

Task 4. Bid Period Services - During the bidding phase the project team will issue Addenda as appropriate to clarify, correct, or change the Bid Documents and answer questions from prospective contractors. We have assumed three (3) addendum for the purpose of this proposal.

Task 4 Deliverables:

- Written responses to contractor questions during bidding.
- Addenda documentation as needed (assumed 3 addendum).

Task 5. Construction Phase Services - During construction the project team will:

- Attend the pre-construction meeting.
- Review and approve Shop Drawings, Samples, submittals and other data which Contractor is required to submit, for conformance with the information given in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- Make visits to the Site at intervals appropriate to the various stages of construction, issue necessary clarifications and interpretations of the Contract Documents as appropriate.
- Written responses to RFIs.
- Prepare Change order documents as needed (assumed 3 change orders).
- Prepare Record drawings upon project completion.

FEE ESTIMATE

Our estimated level of effort to perform the services as described herein is \$99,085, including subconsultant fee. Please see our attached fee proposal for Harris' level of effort expected to execute the scope of work as requested and outlined herein. Attention is also directed to the assumptions attached to the fee proposal that were the basis for developing this fee.

Harris will create subtasks to track the design costs for Oak Grove, Salvio and Golf Course improvements separately. No separate invoices will be generated.

SCHEDULE

We are ready to start work as soon as you authorize it. We understand that the City wants to advertise and construct the project this year and has requested that Harris finalize the plans as soon as possible. Harris will endeavor to complete the bid package by the end of May 2015.

Due to the fast track nature of this project, we propose to limit the deliverables to 2 submittals (pre-final and final) to streamline the design process and allow more time to gather the necessary data to prepare quality construction documents. Also, to reduce the time required for the City staff to review each submittal, we will keep the City staff informed of our design approach throughout the design process via email, telephone, and meetings, as needed.

Please contact me at (925) 827-4900 extension 1112 or by email: kiranpour@weareharris.com if you have any questions. Thank you again for the opportunity to provide continued service to the City of Concord.

Sincerely,
HARRIS & ASSOCIATES



Kourosh Iranpour, P.E.,
Project Manager

Enclosures: 1. Exhibit A – Estimated Level of effort
 2. PEI's Proposal for Pavement Testing and Recommendations

ESTIMATED LEVEL OF EFFORT			HARRIS & ASSOCIATES			
CITY OF CONCORD			Date: 3/6/2015			
PJ 2331 FY 14-15 Pavement Rehabilitation Project						
PHASE, TASK	HARRIS & ASSOCIATES					SUB
	PROJ MGR	PROJ ENGR	QUALMGR PROJ DIR	ENGR/ TECH	CLERICAL	PVMT TESTING PEI
0.0 PROJECT ADMINISTRATION PHASE	HOURS	HOURS	HOURS	HOURS	HOURS	COST
0.1 Progress and Monthly Report (8 Reports)	8				3	
SUBTOTAL HOURS	8	0	0	0	3	
1.0 INVESTIGATION PHASE						
1.1 Kick-off Meeting (1 Mtg)	2				1	
1.2 Field Work and Investigation	4	16		16		
1.3 Pavement Analysis	2	2				\$14,500
1.4 Utility Coordination	6	8		8	2	
SUBTOTAL HOURS	14	26	0	24	3	
2.0 PRE-FINAL PS&E						
2.1 Pre-Final Plans	20	64		70		
2.2 Pre-Final Opinion of Probable Const. Cost	6	12		4		
2.3 Preliminary Specs and Contract Docs	12	8			6	
2.4 Quality Review			4			
2.5 Review Meeting	2				1	
SUBTOTAL HOURS	40	84	4	74	7	
3.0 PREPARATION OF FINAL DESIGN DOCUMENTS						
3.1 Final Plans for City Review	12	40		60		
3.2 Final Specs and Contract Docs	4	10			4	
3.3 Final Opinion of Probable Const. Cost	4	8		8		
3.4 Quality Review			4			
3.5 Final Plans for Bidding	8	10		12		
SUBTOTAL HOURS	28	68	4	80	4	
4.0 BID PERIOD SERVICES						
4.1 Answer Bidders' Questions	4	6			1	
4.2 Prepare Addenda (3 budgeted)	12	16		12		
4.3 Analyze Bids	2					
SUBTOTAL HOURS	18	22	0	12	1	
5.0 DESIGN SERVICES DURING CONSTRUCTION						
5.1 Pre-construction Meeting	2				1	
5.2 Review Shop Drawings and Submittals	8	12			1	
5.3 Construction Site Visits	6	4				
5.4 Change Order Assistance/Response to RFIs (assumed 3 change orders)	8	12		8	1	
5.5 Record Drawings	4	8		12		
SUBTOTAL HOURS	28	36	0	20	3	
HOURS PER POSITION	136	236	8	210	21	
HOURLY RATE (TYPICAL)	\$190	\$140	\$210	\$100	\$75	
FEE ESTIMATE PER POSITION	\$25,840	\$33,040	\$1,680	\$21,000	\$1,575	
TOTAL HARRIS FEE (INCLUDING CONTINGENCY)						\$83,135
SUB CONSULTANT TOTAL COST						\$14,500
SUB CONSULTANT MARK-UP (10 %)						\$1,450
TOTAL FEE ESTIMATE (INCLUDING CONTINGENCY)						\$99,085

OK *[Signature]*
3/9/15

ASSUMPTIONS UPON WHICH LEVEL OF EFFORT ESTIMATE IS BASED:

1. Fee is based on preparing one set of construction documents.
3. City will review each submittal within 4 working days and provide comments to Harris.
4. We have assumed a construction cost of approximately \$2 million, based on the information provided by the City.
6. Photo images will be used to create base mapping. If topographic survey is required, this fee will be added as an extra cost.
7. Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
8. No public meetings will be required.
9. City will provide the following:
 - Access to any available drawings or information relevant to the project.
 - Current boilerplate documents.
 - Printing of PS&E set for bid advertisement and construction.
10. Utility Companies will design their relocations, if needed. Harris will prepare exhibits for the relocation work as described in the proposal.
11. No right-of-way acquisition is required.
12. The number of budgeted meetings is indicated on the spreadsheet with the task descriptions.
13. City comments at each review stage will be presented to Harris on one consolidated set of marked-up documents.
14. No construction staking is required. This task can be provided as an additional service.
15. No electronic detection or potholing of utilities is required, but can be provided as an extra service.
16. No underground utility mapping is required.
17. No drainage improvements will be required.
18. Hourly rates used are for year 2015 and are averages. Actual rates for positions may vary slightly.

February 23, 2015

MP15-093

Mr. Kourosh Iranpour
Harris & Associates, Inc.
1401 Willow Pass Road, Suite 500
Concord, CA 94520

Subject: Performing a Deflection Analysis for the City of Concord - Salvio Street from Port Chicago Highway to Parkside Drive; Oak Grove Road from Whitman Road to Monument Boulevard; and the Diablo Creek Golf Course Parking Lot

Dear Kourosh:

In accordance with your request, we are pleased to submit a proposal for performing a deflection analysis for the subject project.

Our field work will consist of performing deflection testing in general conformance with California Test Method (CTM) 356; coring the pavement structure and measuring the depth of existing asphalt concrete and aggregate base layers; sampling the native soil to determine load-bearing capacity (R-value); and a visual condition survey.

Deflection data points will be collected at 100 foot intervals in all through travel lanes. Turn lanes and 2-way turn lanes are not tested as the traffic loading in these lanes is lower than the through lanes. Cores will be obtained at 500 foot intervals alternating between lanes. R-values will be obtained at 1,000 foot intervals.

Upon completion of the field work, PEI will analyze the data and provide a report with our analysis and recommendations. The analysis will evaluate the viability of HMA and RHMA overlays, milling and replacement, cold in-place recycling and reconstruction.

Our cost for performing the deflection analysis for this project is \$12,950. The cost is based on Harris & Associates providing the traffic indexes.

If Harris & Associates would like PEI to dynaflect, core and test a soil sample in the parking lot, we can provide the service for an additional \$1,550. PEI will include the analysis and recommendations as part of the report.

Mr. Kourosh Iranpour
February 23, 2015
MP15-093
Page 2

If you have any questions or concerns, please do not hesitate to give me a call at (530) 224-4535.

Very truly yours,
PAVEMENT ENGINEERING INC.

A handwritten signature in black ink, appearing to read 'William J. Long', with a stylized flourish at the end.

William J. Long, P.E.
Principal

Attachment: Proposal Conditions

pc: C File
M File
S File
E File (KIranpour@Harris-Assoc.com)

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Lump Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing liability insurance with limits up to \$2,000,000.
5. One copy of an Engineering Report or Plans and Specifications will be provided to the Owner of a project. Additional copies are \$35 each.
6. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

