

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: January 5, 2016

SUBJECT: APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH NCE, BELLECCI & ASSOCIATES, AND PAVEMENT ENGINEERING INC. FOR DESIGN SERVICES RELATED TO MEASURE Q PAVEMENT REPAIR PROJECTS 1 THROUGH 4 (PROJECT NOS. 2359, 2361, 2362, AND 2364) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS (FUNDED BY: MEASURE Q LEASE REVENUE AGREEMENT FUNDS)

Report in Brief

The Concord City Council at its October 13, 2015 meeting approved the Measure Q Pavement Maintenance Expenditure Plan and the following four (4) Capital Improvement Program (CIP) projects and fund allocations as follows:

1. Measure Q Pavement Repair Project 1—Hillsborough Drive and East Olivera Road (Project No. 2359), in the amount of \$2.85 million.
2. Measure Q Pavement Repair Project 2—Solano Way, Wren Avenue, Sixth Street (Project No. 2361), in the amount of \$3.10 million.
3. Measure Q Pavement Repair Project 3—Walters Way & Monument Blvd./Detroit Ave. Intersection (Project No. 2362), in the amount of \$850,000.
4. Measure Q Pavement Repair Project 4—Citywide pothole and base repairs (Project No. 2364), in the amount of \$1.80 million.

Staff solicited proposals for design services from NCE, Bellecci and Associates, and Pavement Engineering Inc. These consultants have extensive experience in the design of pavement rehabilitation projects and were pre-qualified to conduct civil engineering services on behalf of the City through the City's Master Services Agreement process in July 2015.

Staff recommends that the City Council approve and authorize the City Manager to execute the following Professional Services Agreements for design services:

**APPROVING PROFESSIONAL SERVICES AGREEMENTS AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENTS FOR MEASURE Q
PAVEMENT REPAIR PROJECTS 1 THRU 4**

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1. NCE of Richmond for Measure Q Pavement Repair Project 1—Hillsborough Drive and East Olivera Road (Project 2359) in the amount of \$198,000;
2. Bellecci and Associates of Concord for Measure Q Pavement Repair Project 2—Solano Way, Wren Avenue, Sixth Street (Project 2361) in the amount of \$192,517;
3. Pavement Engineering Inc. of San Luis Obispo for Measure Q Pavement Repair Project 3—Walters Way & Monument Blvd./Detroit Ave. Intersection (Project 2362) in the amount of \$57,495; and
4. Pavement Engineering Inc. of San Luis Obispo for design services for Project 4—Citywide pothole and base repairs (Project 2364) in the amount of \$126,090.

Background

On October 13, 2015, the City Council approved the Measure Q Pavement Maintenance Expenditure Plan and created the following four (4) CIP projects, allocating Lease Revenue Agreement funds as follows:

1. Measure Q Pavement Repair Project 1—Hillsborough Drive & East Olivera Road (Project No. 2359), in the amount of \$2.85 million. This project will consist of pavement rehabilitation improvements on Hillsborough Drive from Labrador Street to St. George Drive and along E. Olivera Road from Port Chicago Highway to Wexford Drive. The project will also include pot-hole/base repairs along E. Olivera Road from Wexford Drive to Willow Pass Road. Work will also include miscellaneous concrete; curb ramp, valley gutter, and sidewalk improvements as needed;
2. Measure Q Pavement Repair Project 2—Solano Way, Wren Avenue, Sixth Street (Project No. 2361), in the amount of \$3.10 million. This project will consist of pavement rehabilitation improvements on Solano Way from Broadmoor Avenue to the City Limit, Wren Avenue from Farm Bureau Road to Clayton Way, and Sixth Street from Clayton Road to Willow Pass Road. Work will also include miscellaneous concrete; curb ramp, valley gutter, and sidewalk improvements as needed;
3. Measure Q Pavement Repair Project 3—Walters Way & Monument Blvd./Detroit Ave. Intersection (Project No. 2362), in the amount of \$850,000. This project will consist of pavement rehabilitation improvements on Walters Way from Detroit Avenue to Monument Boulevard, and at the intersection of Monument Blvd./Detroit Ave. Work will also include replacement of traffic signal loop detectors, and miscellaneous concrete; curb ramp, valley gutter, and sidewalk improvements as needed;
4. Measure Q Pavement Repair Project 4—Citywide pothole and base repairs (Project No. 2364), in the amount of \$1.80 million. This project will consist of pavement pothole and base repairs at various locations Citywide: This project will construct approximately 200,000 SF of pot-hole/base failure repairs at various locations citywide on an estimated 9.5 miles of city streets.

In the project descriptions above, the term “Pavement Rehabilitation” is in reference to full street width improvements—curb to curb, and the term “pot-hole/base repairs” is in reference to localized failed pavement areas within a street segment.

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Discussion

Contracting Process: Following City Council approval of the above-mentioned CIP projects, staff solicited proposals from three engineering design firms: NCE, Bellecci and Associates, and Pavement Engineering Inc. These consultants have extensive experience in the design of pavement rehabilitation projects. These consultants were also pre-qualified to conduct civil engineering services in various specialty areas on behalf of the City through the City's Master Services Agreement (MSA) process in July 2015. Prior to any work, the MSA with each firm requires a task order that defines the scope, schedule and fee for proposed services. The MSAs also specify that task orders (which are documented as Professional Services Agreements) in excess of \$50,000 compensation shall be presented to City Council for consideration..

Staff received proposals for design services as follows:

NCE

- Project 1: Hillsborough Drive and East Olivera Road (Project No. 2359)

Bellecci and Associates

- Project 2: Solano Way, Wren Avenue, Sixth Street (Project No. 2361)
- Project 3: Walters Way & Monument Blvd./Detroit Ave. Intersection (Project No. 2362)

Pavement Engineering Inc.

- Project 2: Solano Way, Wren Avenue, Sixth Street (Project No. 2361)
- Project 3: Walters Way & Monument Blvd./Detroit Ave. Intersection (Project No. 2362)
- Project 4: Citywide pothole and base repairs (Project No. 2364)

Since two proposals were received for Projects 2 and 3, staff decided to distribute assignment of these projects based on the project budgets. Thus, staff assigned Project 2 to Bellecci and Associates (\$3.10 million), and to Pavement Engineering Inc. for Project 3 (\$850,000) and Project 4 (\$1.80 million). Staff focused on detailed review of the scopes of service, rates, allocation of hours, total cost, and schedule for delivery of services.

NCE's fee of \$198,000 for Project 1 (Project 2359) is approximately 7% of the total project budget of \$2.85 million. Bellecci and Associates' fee of \$192,517 for Project 2 (Project 2361) is approximately 6% of the total project budget of \$3.10 million. Pavement Engineering Inc.'s fee of \$57,495 for Project 3 (Project 2362) is approximately 7% of the total project budget of \$850,000. Pavement Engineering Inc.'s fee of \$126,090 for Project 4 (Project 2364) is approximately 7% of the total project budget of \$1.8 million. These fees fall within a reasonable range for this type of project. The delivery schedule for design of these projects is within four months of the notice to proceed. The proposed Agreements (Attachments 1 through 4) have been reviewed by the City Attorney's Office.

Each of these roadway improvement projects, similar to most Capital Improvement Program project, follows a four step process:

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- 1) Project scoping/preliminary design (This step is complete, it was initiated through the development of the Measure Q Pavement Maintenance Expenditure Plan.);
- 2) Project Design and Preparation of Engineering Plans and Specifications (The current step);
- 3) Project Bidding and construction contract award; and
- 4) Project Construction.

With the approval of these agreements, we will be moving into the design phase (Step 2 above), expected to last approximately 4 months. This will be followed by advertising for construction bids and award of construction contracts for the projects. Construction of these projects is scheduled for summer 2016.

Fiscal Impact

Design of these projects is funded by the Measure Q Lease Revenue budget allocations made by the City Council at its October 13, 2015, meeting.

Public Contact

The City Council Agenda was posted.

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Recommendation for Action

Staff recommends the following actions for Measure Q Pavement Repair Projects 1 to 4:

1. Approve a Professional Services Agreement with NCE, of Richmond in the amount of \$198,000 to provide design services for Project 1 (Project No. 2359);
2. Approve a Professional Services Agreement with Bellecci and Associates, of Concord in the amount of \$192,517 to provide design services for Project 2 (Project No. 2361);
3. Approve a Professional Services Agreement with Pavement Engineering Inc., of San Luis Obispo in the amount of \$57,495 to provide design services for Project 3 (Project No. 2362);
4. Approve a Professional Services Agreement with Pavement Engineering Inc., of San Luis Obispo in the amount of \$126,090 to provide design services for Project 4 (Project No. 2364);
5. Authorize the City Manager to execute the agreements.

Prepared by: Lourdes Barrozo, PE
lourdes.barrozo@cityofconcord.org

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

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



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

- Attachment 1: Professional Services Agreement with NCE for Project 1(Project 2359)
Attachment 2: Professional Services Agreement with Bellecci & Associates for Project 2 (Project 2361)
Attachment 3: Professional Services Agreement with Pavement Engineering Inc. for Project 3 (Project 2362)
Attachment 4: Professional Services Agreement with Pavement Engineering Inc. for Project 4 (Project 2364)

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on January 6, 2016 between the City of
2 Concord ("CITY") and NCE, 501 Canal Blvd., Suite I, Pt. Richmond, CA 94804("CONSULTANT").

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

5 The CITY desires to contract with NCE and NCE to contract with the CITY for provision by
6 NCE to the City for professional services with **Project No. 2359 (Pavement Rehabilitation-**
7 **Hillsborough Drive and East Olivera Road)** as further described in Section 2 of this Agreement,
8 upon the terms and conditions hereinafter set forth.

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

11 1. **TERM.** This Agreement shall commence on **January 6, 2016** and expire on **January**
12 **5, 2017.**

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

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

23 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
24 the CITY's Authorized Representative, CONSULTANT shall provide design and construction support
25 services for Project No. 2359 (Pavement Rehabilitation-Hillsborough Drive and East Olivera Road)
26 described in detail in Exhibit A, a proposal from NCE dated December 9, 2015, attached hereto and
27 made a part hereof. CITY retains all rights of approval and discretion with respect to the projects and
28 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 one hundred ninety-
4 eight thousand dollars (\$198,000) for the term of this Agreement. Any Amendment to this Agreement
5 that includes an increase to this compensation amount shall be made in accordance with Section 5
6 below.

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

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

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

25 **A. Amendment for Additional Compensation.** CITY's Authorized
26 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
27 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
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1 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
2 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
3 base contract amount, must be approved by City Council.

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

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

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

1 reason of or in connection with the services to be performed by CONSULTANT.

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

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

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

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

10 **10. INDEMNIFICATION.**

11 **A. For Design Professional Services Only.** Pursuant to California Civil Code
12 Section 2782.8, CONSULTANT agrees to indemnify the CITY (including its officers, agents,
13 employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or
14 relate to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of
15 this Agreement. The CONSULTANT will reimburse the CITY for any expenditures, including
16 reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to
17 arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
18 CONSULTANT.

19 **B. For All Other Services.** CONSULTANT agrees to defend, indemnify and
20 hold harmless the CITY (including its officers, officials, employees, agents and volunteers) from and
21 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
22 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
23 Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the
24 demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful
25 misconduct on the part of the CITY.

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

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

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

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

14 D. Compliance with State Workers' Compensation Requirements.
15 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
16 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
17 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
18 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
19 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
20 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
21 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

22 E. Other Insurance Provisions. The policies are to contain, or be endorsed to
23 contain the following provisions:

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

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

6 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be
7 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
8 insurance, risk 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 not contribute
10 with it.

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

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

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

25 13. **SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
26 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
27 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
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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 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
5 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
6 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
7 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
8 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work
9 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall
10 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
11 for the services performed as of the effective date of the termination.

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

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

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

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

1 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
2 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
3 constitute a continuing waiver of same.

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

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

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

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

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

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9 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**

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12 To CONSULTANT:

**J. Ryan Shafer, Associate
NCE
501 Canal Blvd., Suite I
Pt. Richmond, CA 94804
Phone: 510 215-3620
Fax: 510 215-2898**

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

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

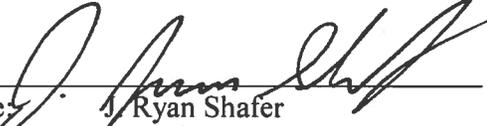
24 This Agreement may be executed in several counterparts, each of which shall constitute one
25 and the same instrument and shall become binding upon the parties when at least one copy hereof
26 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
27

1 to produce or account for more than one such counterpart.

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

4 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

6
7 By: 
8 Name: Ryan Shafer
9 Title: Associate
Address: 501 Canal Blvd., Suite I
Pt. Richmond, CA 94804
Telephone: (510) 215-3620

By: _____
Name: Valerie Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3175

11 APPROVED AS TO FORM:

ATTEST:

12
13 _____
14 City Attorney

_____ City Clerk

15 Date: _____, 2016

17 **FINANCE DIRECTOR'S CERTIFICATION:**

18 Concord, California

19 Date: _____, 2016

21 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
22 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED
EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
23 THE SUM OF **\$198,000**

24 Account Code: 4089500C999-74500/4082359113-74500

25 _____
26 Finance Director's Signature



PROJECT UNDERSTANDING

The City of Concord (City) voters approved an important ballot measure, "Measure Q" in November 2014 to renew a sales tax of 0.5 percent for 9 years. In March of 2015, the City Council authorized a Lease Finance Agreement utilizing a portion of the anticipated sales tax revenues from Measure Q to accelerate City street maintenance projects. Approximately \$22.4 million has been made available for capital roadway projects and other expenditures. NCE assisted the City in developing an expenditure plan for paving and street maintenance over the next 4 years, meeting City goals and objectives and City Council approved this expenditure plan in October 2015. The City would now like to move forward with the design of the first Measure Q paving project and has requested a scope to perform civil engineering design services from NCE. The scope herein is based in our discussions with the City as well as the City's Request for Proposal for Civil Engineering Design Services for Measure Q Pavement Repair Project 1, City CIP Project No. 2359.

The City has identified the Measure Q Pavement Repair Project 1 will include streets identified by NCE for repair including the following:

- 1) Hillsborough Drive from Labrador Street to St. George Drive
- 2) East Olivera Road from Port Chicago Highway to Willow Pass Road

The subject section of Hillsborough is a residential street, approximately 3,500 feet in length that is in poor condition with pervasive fatigue cracking and areas of pumping of base materials. Based on our preliminary field review this section of street is a potential candidate for reconstruction with Full Depth Reclamation (FDR). East Olivera Road is a collector street that is approximately 6,700 feet in total length. The first 4,500 feet of East Olivera from Willow Pass Road to Wexford Drive is in better condition and based on our preliminary field review will likely require localized patching and repairs. The remaining 2,200 feet of East Olivera from Wexford Drive to Port Chicago Highway will likely require reconstruction with FDR. On both sections of street identified for reconstruction, NCE will further investigate the structural capacity of the pavement section with a combination of deflection testing, coring, and laboratory testing. If based on these further investigations more cost effective pavement rehabilitation strategies are feasible we will recommend these for consideration by the City.

KEY ASSUMPTIONS

Based on our review of the City's RFP and discussions with the City and in order to deliver the most cost effective design strategy, we have made the following key assumptions:

City's Responsibilities

NCE has assumed that the City will be able to provide the following:

1. Provide information regarding utilities (i.e., water, sanitary sewer, electrical, and storm drain), boundary and property limits if available, tree locations, site features and existing construction as is available from City.
2. Provide aerial maps for base-mapping information to develop plan sheets.
3. Provide project requirements, including design objectives, budget, constraints, and criteria.
4. Provide existing City technical specifications as the basis for developing new technical specifications.
5. Provide upfront specifications, including General Provisions and Special Provisions.
6. Provide City Standard Provisions and Standard Design Criteria.
7. Provide electronic files of City cover sheet template if preferred.

Pavement Testing and Design

1. Pavement design will be based on Caltrans Standards with a combination of pavement deflection testing, coring, pavement condition surveys, and laboratory testing.
2. Pavement coring will be performed on reconstruction street sections (first section of East Olivera with isolated patching and repairs will not be cored) with spacing criteria and bulk samples as follows:
 - a. Pavement cores will be obtained approximately every 1,000 to 1,500 feet or less.
 - b. Bulk samples of subgrade will be obtained approximately every other core.



3. Base repairs will be measured in length and width to estimate base repair bid quantities for all street sections. It is the intent that base repair quantities will be for bidding quantity purposes only, and that actual locations will be marked by NCE with City's construction manager prior to construction.
4. A no fee encroachment permit will be pulled with the City for all pavement testing.

Topographic Surveying and Base Maps

1. A topographic survey will be completed on each street corridor for reconstruction street sections only, to establish a base map sufficient for developing civil design plans. This will also include record data location of the existing right of way for the mapping corridor.

Utility Coordination and Location

1. NCE will prepare and distribute utility notification letters to collect facility maps and as-builts, confirm utility planned work, and notify utilities of the City's utility cut moratorium on improved streets. NCE will prepare and distribute a second round of letters including utility location information based on ground penetrating radar (GPR) information for reconstruction street sections to solicit feedback and need for utility relocation or adjustments.
2. Utility location will be completed using Ground Penetrating Radar (GPR) to field locate and mark utility alignments and approximate depths of utility mains and laterals only within reconstruction street sections to the extent that GPR methods can detect utilities. Utility location markings will then be included in topographic surveys.
3. No utility potholing is included in this scope of work.

Traffic Striping

1. Traffic striping is assumed to match existing striping unless minor changes are requested by the City Traffic Engineering Group. This may include alteration or addition of bicycle lanes, which it is assumed that the City Traffic Engineering Group will provide all appropriate details and lane configurations.
2. No significant traffic striping changes or design requiring traffic studies or assessment of traffic impacts is planned or included as a part of this scope.
3. Traffic striping plans will be developed for reconstruction street plans.
4. 65% PS&E striping plan submittals will include City standard improvements in a layer/color separate from the existing striping to indicate the difference between proposed and existing.
5. Existing striping will be shown outside of the paving limits up to 25 feet into begin, end, and cross streets.

Traffic Control Plans

1. Traffic control plans are not included in scope of work. The City desires to have contractor prepare traffic control plans in accordance with project technical specifications and requirements and submit to the City's traffic engineering department for review.
2. Technical specifications for traffic control will be further refined to add additional language regarding early submittal of traffic control plans by the contractor and that plans are street specific. The City's traffic engineering department will edit and provide comments to meet their requirements.

Curb Ramps

1. The City has indicated that all non-compliant curb ramps that have not been recently constructed should be replaced or retrofitted (i.e. detectable warning surface embedded in concrete) in accordance with Caltrans standards.
2. Ramps will be identified as either Caltrans standard case or custom on the plans. For those that NCE deems to be a custom design, the City's inspector will review the proposed layout with NCE during design. These custom ramps will be detailed in the construction drawings. Ramps that can be replaced using a Caltrans standard case layout will not be included as a detail in the construction drawings.
3. A topographic survey has been proposed for all curb ramps identified for replacement.

Drainage

1. The project will, to the extent possible and within the context of proposed rehabilitation, address visible drainage issues.



2. No major drainage improvements are assumed for this project requiring significant stormwater drain and pipe alteration and/or reconstruction.

Based on review of the City's RFP and discussions with the City, we propose the following series of tasks to accomplish our work:

SCOPE OF SERVICES

To accomplish the stated purpose, we propose the following scope of services:

Task 1 – Project Management & Meetings

1A) Project Kick-off Meeting/Progress Meetings:

NCE's Project Manager will arrange a Kick-Off Meeting with the City and other stakeholders to initiate work on the project.

The objectives of the Kick-Off Meeting will be:

- Review of the Scope of Work
- Establish Lines of Communication
- Confirm Deadlines
- Establish Project Schedule and Milestones
- Define Design and Operation Criteria

Whether a simple preventative maintenance project or a complex reconstruction project, it is critical to establish effective lines of communication with, and coordination amongst, the various stakeholders from the start to ensure the delivery a high-quality project within budget and on schedule.

In addition to City Staff (Engineering, Maintenance, etc.), NCE will research and coordinate, as needed, with other agencies such as PG&E, AT&T, Contra Costa County Water District, Central Contra Costa Sanitary District, Schools, etc., to identify any potential conflicts, requirements, or design issues early to minimize delays (and costs) later in the design process or during construction. At the Kick-Off Meeting, key deliverables for each Task and the Project Schedule would be reviewed and adjusted accordingly to meet City and stakeholder needs.

NCE is very sensitive to construction costs, particularly the volatile price of materials, which have affected the scope of many similar projects. In order to keep the City aware of overall project costs, NCE will begin developing Preliminary Engineering Cost Estimates as soon as we have developed our engineering design recommendations to closely monitor any potential funding issues, which may develop. During the course of the project, NCE will be seeking to develop the most appropriate and cost-effective pavement rehabilitation alternatives to stay within the planned project budget and schedule.

Throughout the project, NCE staff will be available to attend regularly scheduled progress meetings with the City (maximum of 3), to maintain good communications. The purpose of the progress meetings will be to identify and resolve any design or funding issues that may surface in a timely manner, present design alternatives and recommendations to City staff, and continue coordination with project stakeholders as necessary.

Deliverables: Kickoff/Progress Meeting Agendas and Minutes

1B) Public Outreach Assistance:

From our experience with other City and Town projects, particularly those with new pavement technologies (i.e. Full Depth Reclamation), we understand the importance for the City and its residents and local business to maintain an open line of communication during the pavement improvements preparation and construction. Public Outreach might include assistance with the development of public notice letters, handouts, flyers, and signs. Our scope of work includes attendance at up to one (1) Public Outreach Meeting. Our scope and fee does not include facilitation of the Public Outreach Meetings or purchasing of necessary outreach materials, but these services can be provided for an additional scope and fee.

Deliverables: Public outreach flyer and materials as needed.

1C) Utility Coordination:

NCE will coordinate with utility agencies early in the design process to help avoid potential construction delays and unnecessary disruptions to public services. Utility coordination will be a critical item to keep utility providers informed about the project and schedule to allow for proper notification and planning should utility providers have planned maintenance projects within the subject street sections and/or need to lower/adjust their utilities to accommodate street rehabilitation and particularly reconstruction. One of the first and earliest items that NCE will complete is sending notification letters to applicable utility providers with a preliminary project schedule for street rehabilitation and reconstruction. This will allow for the earlier notification to allow utility providers to perform maintenance on their facilities prior to moratorium on the street paving area and/or assess their utilities and the possible need to lower/adjust their facilities, which can take up to a year or longer. We will also request utility as-builts and record drawings for street sections planned for reconstruction. As part of our field investigations in later tasks, we will locate utilities using ground penetrating radar (GPR) and coordinate with and provide this information to applicable utility providers.

NCE will also carefully document all utility coordination notifications, conversations, and meetings with utility contacts and information in a matrix format with dates of contacts and mailing detailed in this matrix. Follow-up calls will be made for each of the above notifications to confirm receipt. NCE will also keep the City informed of any project delays related to utilities.

Deliverables: Utility notification letters, utility contact matrix.

Task 2 – Pavement Rehabilitation Design

The scope of work we would perform under this task consists of the following:

2A) Pavement and Curb & Gutter and Sidewalk Condition Survey:

NCE will perform a detailed pavement condition survey of each street section based on distresses concurrent with the deflection testing. The surveys will generally cover the travel and parking lanes. Pavement condition surveys serve the purpose of further refining the appropriate pavement rehabilitation treatments that are developed based on pavement deflection testing and coring.

This condition survey will generally note the presence of load related and environmental distresses, such as alligator cracking, longitudinal and transverse cracking, rutting, patches and utility cuts, distortions and depressions as they pertain to developing appropriate pavement treatments. In addition, potential base repairs will be identified in the condition survey. Our scope of work and condition surveys do not address issues including but not limited to traffic, safety and road hazards, geometric issues, or short term maintenance that should be performed (i.e. pothole that should be repaired).

A visual survey of all curb and gutters will be included to identify areas where drainage or the adjacent pavement has been compromised. Our scope will limit repair recommendations to only those sections of curb and gutter that are damaged to the extent that they will affect pavement rehabilitation (i.e., tree root damage extending into pavement). In addition, we will walk sidewalks for each street and identify severely damaged sidewalk panels with settlement or uplift for consideration of repair. If damaged curb and gutter and sidewalk areas are more extensive than anticipated, it may require additional time to complete, and we will notify the City if more time is required to complete these surveys.

Prior to looking at curb and gutter and sidewalk, NCE will meet with the City and establish condition criteria for assessment and replacement. Based on the criteria established with the City, NCE will then determine what level of curb and gutter and sidewalk replacement will be pursued for design plans and documents.

2B) Pavement Deflection Testing:

NCE will perform non-destructive pavement deflection testing in accordance with California Test Method (CTM) 356 to evaluate the structural capacity of the existing pavement section on the subject streets identified for reconstruction. The

Falling Weight Deflectometer (FWD) is a conceptually simple yet powerful device for measuring the response of pavements under simulated wheel loads and estimating their structural capacities. All travel lanes of each reconstruction street section will be tested at approximately 100-foot intervals that will be staggered at one-half the test interval length in adjacent lanes or the opposite lanes of traffic. Separate data files will be established for each travel direction so that separate analyses can be performed if desired or warranted.

Approximately 114 data points will be collected and NCE estimates that the FWD testing will take 1 day to complete. The final number of data points to be collected may change to accommodate field constraints. NCE will arrange for traffic control services during the deflection testing to minimize any inconvenience to traffic, parking and public access. Traffic control will conform to the latest standards contained within the Manual of Uniform Traffic Control Devices (MUTCD) Part VI and the Caltrans Traffic Manual Chapter 5 "Traffic Control for Construction and Maintenance Work Zones," as well as any local requirements that exist.

Additionally, and if necessary, NCE will apply for and obtain an Encroachment (or similar) Permit from the City prior to starting the deflection testing. Preparation of individual traffic control plans for deflection testing is assumed to not be required.

2C) Pavement Coring:

NCE will collect pavement section core samples (4" – 8" diameter cores) on reconstruction street sections at locations determined by NCE. Our current fee estimate assumes up to 14 core locations that we estimate will take 2 days to complete. For each core sample, NCE will measure and record the thickness and material type of each layer encountered in the pavement structural section, including the presence of any pavement reinforcing fabric.

Bulk samples of subgrade will be obtained in support of potential street reconstruction. We will collect bulk samples of subgrade materials at the core locations for laboratory testing such as R-value, moisture content, and Atterberg Limits (plasticity index) determinations. Our current fees assume up to 7 bulk samples will be obtained for testing. The presence of aggregate base (AB) will be noted at all core locations and the thickness will only be recorded on those locations where bulk samples are obtained.

NCE will also include coring work in encroachment permits referenced under project assumptions, similar to deflection testing. Additionally, NCE will provide traffic control in accordance with the same standards discussed in pavement deflection testing.

2D) Pavement Design Recommendations:

Using the data obtained in Tasks 2A – 2C, NCE will perform pavement analysis and design services, and develop pavement rehabilitation recommendations for each street section. NCE will perform its analysis in accordance with the Caltrans Highway Design Manual. NCE will develop pavement structural section recommendations expressed in the form of a Traffic Index (TI) that will be provided by the City. NCE will develop recommendations including, but not limited to, the following:

- Conventional Hot Mix Asphalt (HMA) pavement overlays
- Warm Mix Asphalt (WMA)
- Rubberized Hot Mix Asphalt (RHMA) overlays
- Alternative rehabilitation methods (in-place recycling, mill & fill treatments, etc.)
- Quantities and treatments of failed pavement sections (base repairs)

NCE will then summarize its recommendations in a Pavement Design Technical Memorandum to the City that, at a minimum, will include the following:

- Results of deflection testing, coring and laboratory analyses
- Description of testing procedures and analysis performed for the project
- Recommended alternatives for pavement rehabilitation

NCE will submit two (2) copies of its draft technical memorandum to the City for initial review. Upon receipt of any comments from the City, NCE will then prepare its final technical memorandum, which will be signed and stamped by NCE's Project Manager. Two (2) copies of the final technical memorandum will then be provided to the City reflecting any comments on the draft technical memorandum.

Task 2 Deliverables: Draft & Final Pavement Technical Memorandums.

Task 3 – Plans, Specifications & Estimates (PS&E)

The work that will be performed during developing design plans, specifications, and estimates (PS&E) are outlined in the subsequent tasks.

3A) Design Data Gathering:

NCE will review relevant available data and records from the City as listed in the previous section, public and private utility providers, and other sources that may be appropriate to support the preparation of project contract documents. These may include, but are not limited to, the City drainage structure inventory maps, aerial photographs of the City; as-built street improvement and infrastructure plans, striping and markings, as-built plans from utility providers, including any preliminary plans for future work that may conflict with this project. The gathered information will be compiled and included in the topographic surveys used for design.

3B) Topographic Survey:

NCE's Project Surveyor will complete monument/control recovery, field investigation and field surveys sufficient to prepare a topographic mapping product for all streets identified for reconstruction stated under key assumptions. The mapping shall be compiled at an agreed upon scale with a 1' contour interval and will be based on the City Datum.

The mapping area shall be a corridor along each of the street sections between the existing back of walk to opposite back of walk, starting and stopping at the designated locations and including through the returns of the terminating streets. In the absence of an existing sidewalk, the survey will extend to 5 feet behind the curb or edge of pavement, or up to the first substantial barrier (wall, fence, etc.), whichever occurs first. Lastly, the mapping will extend 25 feet beyond the curb return up each intersecting side street.

The topographic data to be collected is more specifically defined as:

- Cross-sections at 50' intervals along with detailed surface topography and/or additional spot elevations as required defining the longitudinal and cross slope grade breaks. Typically the cross section will include back of walk, top of curb, flowline and lip of gutter, pavement ¼ point (if one exists), and pavement centerline.
- Surveyed locations for significant surface features, such as curbs, gutters, sidewalks, driveways, misc. concrete, pavement, striping, fences, surface utilities, trees, signs, street lights and signals will be included. A structure inventory for sanitary and storm drain facilities reflecting rim elevations, invert elevations, pipe direction and pipe size will be provided for accessible structures within the mapping limit. To the extent visible, our surveyor will obtain a measurement from the top of manhole rim to the top of cone, and note any adjustment rings. In no case shall our surveyor enter a manhole to obtain any data.
- Location of all surface evident street monumentation within the mapping corridor (for preservation and Record R/W purposes).
- Location of underground utility locator markings.
- Provide a finish drafted topographic survey for each area of work.
- Provide AutoCAD Civil3D dtm surface for each street section.
- Any observed water meter or sewer cleanout behind the back of walk (up to 5' behind walk) will also be surveyed.

Based upon a combination of record data and any monuments collected during topographic surveying, our surveyor will calculate the record data location of the existing right of way for the mapping corridor. Additionally, our surveyor will calculate and show the location of each adjoining parcel lot line from record data (assessor's parcel data, record mapping and



apparent lines of occupation). It should be noted this property line data will not be based upon a field survey and should be considered approximate only.

Deliverables: Topographic Survey.

3C) Utility Location:

NCE's utility locator will field locate using Ground Penetrating Radar (GPR) utility alignments and depths for utility mains and laterals for utilities within all streets identified for reconstruction in accordance with key assumptions to the extent that GPR methods can detect utilities. If GPR cannot establish utility alignments and or depths, potholing may need to be completed for additional scope and fee. GPR along utility mains will be marked at various locations along each street section, and the accuracy for the electronic depths will depend on the soil conditions and utility material. Traffic control will consist of a 1-man crew with traffic control arrow board and signs. Items excluded from work are as follows:

- Cost of permits and inspection of any kind on this project
- Night shift or overtime
- Certified or stamped traffic control plans
- Lane closures
- Pressure washing paint marks

Deliverables: Marked utility depth and alignments and electronic collection of utility information.

3D) 60% PS&E:

NCE will prepare the 60% PS&E for the planned pavement reconstruction street sections. The 60% plans will incorporate typical design elements including layout plans for reconstruction street sections, pavement treatments, right of way parcel lines, preliminary design, wedge grinds, conform grind locations at intersecting side streets, typical cross sections, curb and gutter and sidewalk repairs, gutter flow line for drainage repairs, and limits of work. The plans will be prepared in AutoCAD format on 24" x 36" sheets, drawn at a scale of 1"=20'. Rehabilitation plan sheets will include base repair schedules and will show individual base repair locations. Base repairs will be marked in the field on the pavement in white paint and numbered, and verified prior to construction with the City's construction manager. Additionally, a table summarizing major work items (e.g., HMA tonnage, base repair area, etc.) and their estimated quantities will be developed and included on the respective plan sheets. We also find that this information is particularly useful to contractors when assembling construction bids and schedules, thus resulting in more competitive bids, and to the City for verifying pay quantities during construction.

NCE understands that the City will provide the "Front End" documents and Special Provisions. The Technical Specifications will be prepared in MS Word format and will follow the City's formatting conventions. The Technical Specifications and details will reference the City's standard provisions and Caltrans 2010 Standards (including subsequent updates). NCE will, however, recommend deviating from Caltrans standards where, from our experience, such changes will improve the likelihood of achieving a successful construction project without compromising the integrity of the design. NCE recognizes the value of incorporating Caltrans Standard Specifications in projects such as these, both because these specifications have been developed by an agency that designs and builds a vast amount of highway work, and because most contractors performing public works construction in Northern California are familiar with them. Caltrans, however, has the resources to administer projects quite differently than most local agencies, so NCE advocates modifying the Caltrans Standard Specifications to better fit the abilities, needs, and budgets of municipal agencies.

NCE also believes that an efficient yet thorough Quality Control/Quality Assurance program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE therefore, contain technical specifications that attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the ultimate goal of obtaining the very best value for its clients.

The Engineer's Cost Estimate will be prepared in MS Excel format and will be based on the most recent construction cost data available to NCE for projects of this type. Because of NCE's involvement in the design and construction of numerous similar projects throughout California, we are confident in our ability to estimate the construction cost of the City's project. This initial estimate will then be updated and refined as the design effort progresses.



It is assumed that the City will require a 5-day review/comment period once the 65% PS&E package is submitted.

Deliverables: One reproducible copy of 60% plans, technical specifications, and engineer's estimate.

3E) 90% PS&E:

The 60% PS&E will be revised to incorporate comments received from the City. NCE will meet with the City to review these comments, from which the 90% PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the City. The 90% PS&E will include additional design information and details typically expected at this stage of completion, such as utility facilities (storm drain and sanitary sewer manholes, water and gas valves, and survey monuments) that will require adjustments to grade, traffic striping, and pavement legends. The 90% PS&E will then be packaged and submitted similar to the 60% PS&E unless directed otherwise.

The Technical Specifications will be further refined and at this stage of the design. We will review and comment on the City's front-end documents (bid and contract forms, General Provisions, Special Provisions, etc.), which the City will prepare and provide. The Engineer's Cost Estimate will also be updated to reflect the revised quantities of work depicted on the plans.

It is assumed that the City will require a 6-day review/comment period once the 90% PS&E package is submitted.

Deliverables: One reproducible copy of 90% plans, technical specifications, and engineer's estimate.

3F) Final (100%) PS&E:

The 90% PS&E will be revised to incorporate comments received from the City. NCE will again meet with the City to review these comments, from which the Final (100%) PS&E will be prepared. NCE will provide a response to each comment that is included in a comment table provided by the City. The Final (100%) PS&E will include all notes and details necessary for construction. One reproducible copy of the Final (100%) PS&E will then be packaged and submitted similar to the 90% PS&E unless directed otherwise. It is assumed that the City will require a 5-day review/comment period once the Final (100%) PS&E package is submitted.

Upon receipt of the City's final review comments, the project documents will be finalized for bidding purposes.

A final quantity calculation will be tabulated and this will be entered into the final Engineer's Cost Estimate for the project. All final documents will be reviewed, stamped and signed by NCE's Engineer, and the final PS&E will be delivered to the City in both hard copy and electronic formats.

Deliverables: One wet-signed and one electronic file of the final plans, technical specifications, and engineer's estimate. The electronic files for the final construction plans, specifications, and engineer's estimate will be in AutoCAD 2015, Microsoft Word, and Microsoft Excel, respectively.

Task 4 – Bidding and Construction Support and Services

4A) Bidding Support Services:

NCE will provide the City with assistance during the advertisement and bidding periods for the project. This will include providing assistance to the City in attending the pre-bid conference, responding to questions received about the project design, and preparation of any addenda and/or clarifications to the PS&E that are deemed necessary. NCE can also assist the City in determining the responsiveness of bids received, with checking and tabulating bid results, and with developing recommendations for award of a construction contract to the City Council. We have assumed up to 22 office staff hours for the support during bidding; if additional effort is required beyond this, we will notify the City.

Deliverables: Up to 1 addendum including responses to RFIs.

4B) Construction Support Services:

NCE will provide support services to the City during construction of the project. At a minimum, these services are anticipated to include attendance at the pre-construction conference, reviewing Contractor submittals and responding to Contractor



requests for information, field verification of localized repairs (pavement digout and curb and gutter) areas with the City's construction manager, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders, and reviewing construction for acceptance. This task does not provide any field inspection services and we understand that all construction inspection will be provided by the City. We have allocated 66 staff hours for office support during construction. If additional effort is required beyond this estimated staff hours, we will notify the City. NCE will also prepare final as-built mylars based on red line markups from contractor and/or City inspection staff.

Deliverables: Review and approval of contractor submittals, responses to RFIs, final as-built mylars.

SCHEDULE

Once we have received a notice to proceed and conducted the kick-off meeting and project objectives are clear, we will confirm the detailed design schedule that we have enclosed as part of this proposal. We anticipate completing final 100% PS&E within four months after the notice to proceed as shown on the attached schedule on the following page, however it should be noted that utility relocation by utility providers if required could exceed this time schedule as noted on the enclosed detailed schedule. Should the subject street sections require reconstruction with utility conflicts, it has been our experience recently that utility relocation/lowering can take as much as 12 to 18 months for utility providers to complete work after initial notice is given.

FEE ESTIMATE

NCE will provide the defined scope of work on a lump sum basis for a not to exceed fee of \$198,000 (includes \$5,000 contingency for optional services that might be requested by the City), as provided in further detail in the attached fee estimate.



FEE ESTIMATE

City of Concord
Civil Engineering Design Services for Measure Q Pavement Repair Project 1
Fee Estimate
December 9, 2015

Task Description	Rate	Labor Hours				Senior Technician	Clerical	Labor Expenses	FWD/Coring	Traffic Control	Laboratory Testing	Surveying	Utility Location	Reimbursable Expenses	Total Cost
		Project Manager	GC/QA Manager	Associate Engineer	Project Engineer										
1. Project Management & Meetings	\$180	\$225	\$180	\$115	\$85	\$70									
1A. Project Kick-off and Progress Meetings	20	8	8	12	4	4	\$ 6,820						\$ 200	\$ 7,000	
1B. Public Outreach Assistance	8	8	8	24	8	8	\$ 6,440						\$ 200	\$ 6,600	
1C. Utility Coordination	4	8	8	24	8	8	\$ 5,960						\$ 100	\$ 5,700	
Sub-Totals	32	0	24	60	0	18	\$ 18,840						\$ 500	\$ 19,300	
2. Pavement Rehabilitation Design	2	4	4	4	2	2	\$ 4,480						\$ 150	\$ 4,600	
2A. Pavement and C & G / Sidewalk Condition Survey	1	1	1	4	4	4	\$ 1,500	\$ 3,500	\$ 1,485				\$ 100	\$ 6,600	
2B. Pavement Deflection Testing	1	2	2	8	8	8	\$ 2,280	\$ 9,000	\$ 2,970	\$ 3,850			\$ 100	\$ 18,200	
2C. Pavement Coring	4	4	8	30	8	8	\$ 8,010						\$ 200	\$ 8,200	
2D. Pavement Design Recommendations	8	4	15	42	36	16	\$ 15,280	\$ 12,500	\$ 4,455	\$ 3,850			\$ 560	\$ 37,600	
Sub-Totals	8	4	15	42	36	16	\$ 15,280	\$ 12,500	\$ 4,455	\$ 3,850			\$ 560	\$ 37,600	
3. Plans, Specifications & Estimates (PS&E)	3A. Design Data Gathering	4	4	12	4	2	\$ 2,820						\$ 100	\$ 2,900	
3B. Topographic Survey	1	2	2	2	1	1	\$ 860				\$ 30,448	\$ 11,913		\$ 31,300	
3C. Utility Location	8	8	38	180	60	4	\$ 1,050						\$ 500	\$ 13,000	
3E. 60% PS&E	6	4	24	120	24	4	\$ 36,450						\$ 500	\$ 37,000	
3F. Final (100%) PS&E	4	2	16	60	16	4	\$ 13,670						\$ 1,000	\$ 24,800	
Sub-Totals Without Optional Task 3C	20	12	84	386	106	0	\$ 79,230				\$ 30,448	\$ 11,913	\$ 2,100	\$ 123,700	
4. Bidding and Construction Support	4A. Bidding Support Services	4	4	12	4	2	\$ 3,080						\$ 200	\$ 3,300	
4B. Construction Support Services	8	0	12	52	12	4	\$ 11,760						\$ 400	\$ 12,400	
Sub-Totals	8	0	12	52	12	4	\$ 11,760						\$ 600	\$ 12,400	
Total	68	16	135	510	154	16	\$ 126,110	\$ 12,500	\$ 4,455	\$ 3,850	\$ 30,448	\$ 11,913	\$ 3,750	\$ 199,000	

*0.15 amount
12/14/15*





SCHEDULE

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“Agreement”) is entered into on January 6, 2016 between the City of
2 Concord (“CITY”) and **Bellecci & Associates**, 2290 Diamond Blvd., Suite 100, Concord, CA,
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 Bellecci & Associates and Bellecci & Associates to contract
7 with the CITY for provision by Bellecci & Associates to the City for professional services with
8 **Project No. 2361 (Pavement Rehabilitation-Solano Way, Wren Avenue, and Sixth Street)** as
9 further described in Section 2 of this Agreement, 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 **January 6, 2016** and expire on **January**
13 **5, 2017.**

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 and construction support
26 services for Project No. 2361 (Pavement Rehabilitation-Solano Way, Wren Avenue, and Sixth Street)
27 described in detail in Exhibit A, a proposal from Bellecci & Associates dated December 9, 2015,
28 attached hereto and made a part hereof. CITY retains all rights of approval and discretion with respect

1 to the projects and undertakings contemplated by this Agreement.

2 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
3 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
4 A. However, in no event shall the amount CITY pays CONSULTANT exceed one hundred ninety-
5 two thousand five hundred seventeen dollars (\$192,517) for the term of this Agreement. Any
6 Amendment to this Agreement that includes an increase to this compensation amount shall be made in
7 accordance with Section 5 below.

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

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

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

26 **A. Amendment for Additional Compensation.** CITY's Authorized
27 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including

1 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
2 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
3 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
4 base contract amount, must be approved by City Council.

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

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

17 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
18 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
19 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
20 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
21 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
22 performed during non-standard business hours, such as in the evenings or on weekends.
23 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
24 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
25 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
26 all taxes, assessments and premiums under the federal Social Security Act, any applicable
27 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
28

1 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
2 reason of or in connection with the services to be performed by CONSULTANT.

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

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

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

26 CONSULTANT's records, documents, calculations, and all other instruments of service
27 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
28

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

11 **10. INDEMNIFICATION.**

12 **A. For Design Professional Services Only.** Pursuant to California Civil Code
13 Section 2782.8, CONSULTANT agrees to indemnify the CITY (including its officers, agents,
14 employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or
15 relate to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of
16 this Agreement. The CONSULTANT will reimburse the CITY for any expenditures, including
17 reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to
18 arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
19 CONSULTANT.

20 **B. For All Other Services.** CONSULTANT agrees to defend, indemnify and
21 hold harmless the CITY (including its officers, officials, employees, agents and volunteers) from and
22 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
23 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
24 Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the
25 demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful
26 misconduct on the part of the CITY.

27 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
28

1 full force at all times during the term of this Agreement the following insurance:

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

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

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

15 **D. Compliance with State Workers' Compensation Requirements.**
16 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
17 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
18 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
19 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
20 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
21 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
22 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

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

25 **(1) Additional Insured.** CITY, its officers, agents, employees, and
26 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
27 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
28

1 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
2 or protection afforded to CITY, its officers, officials, employees, or volunteers.

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

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

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

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

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

26 13. **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

1 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
2 performed and reimbursable expenses incurred prior to the suspension date. During the period of
3 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
4 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

5 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
6 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
7 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
8 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
9 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work
10 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall
11 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
12 for the services performed as of the effective date of the termination.

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

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

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

23 **C. Solicitations for Subcontractors including Procurement of Materials and**
24 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
25 CONSULTANT for work to be performed under a subcontract including procurement of materials or
26 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
27 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to
28

1 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

2 **16. CONFLICT OF INTEREST.**

3 A. CONSULTANT covenants and represents that neither it, nor any officer or
4 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
5 any manner with the interests of CITY or which would in any way hinder CONSULTANT's
6 performance of services under this Agreement. CONSULTANT further covenants that in the
7 performance of the Agreement, no person having any such interest shall be employed by it as an
8 officer, employee, agent or subcontractor without the express written consent of the CITY.
9 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
10 interest, with the interests of the CITY in the performance of this Agreement.

11 B. CONSULTANT is not a designated employee within the meaning of the
12 Political Reform Act because CONSULTANT:

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

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

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

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

27 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
28

1 condition contained in the Agreement, or any default in their performance of any obligations under the
2 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
3 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
4 constitute a continuing waiver of same.

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

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

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

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

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

9
10 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**

11
12
13 To CONSULTANT:

**Robert Broestl, Principal
Bellecci & Associates
2290 Diamond Blvd., Suite 100
Concord, CA 94520
Phone: 925 685-4569
Fax: 925 685-4838**

14
15
16
17 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
18 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
19 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
20 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

25 This Agreement may be executed in several counterparts, each of which shall constitute one
26 and the same instrument and shall become binding upon the parties when at least one copy hereof
27

1 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
2 to produce or account for more than one such counterpart.

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

5 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

7
8 By: Frank C. Bellecci
9 Name: Frank Bellecci, P.E.
10 Title: President
11 Address: 2290 Diamond Blvd., Suite 100
12 Concord, CA 94520
13 Telephone: (925) 685-4569

By: _____
Name: Valerie Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3175

14 APPROVED AS TO FORM:

ATTEST:

15 _____
16 City Attorney

City Clerk

17 Date: _____, 2016

18 **FINANCE DIRECTOR'S CERTIFICATION:**

19 Concord, California

20 Date: _____, 2016

21
22 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
23 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED
24 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
25 THE SUM OF **\$192,517**

26 Account Code: 4089500C999-74500/4082361113-74500

27 _____
28 Finance Director's Signature

PROJECT UNDERSTANDING AND SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Concord seeks engineering services for the project administration, analysis, plans specifications and estimate (PS&E), preparation of the bid documents and bidding & construction support for the City of Concord Measure Q Pavement Repair Project 2, City Project No. 2361. The following is a list of the project locations scheduled for the street improvements:

Measure Q Project 2

- Solano Way (Broadmoor Avenue to City Limit) – Pavement rehabilitation improvements.
- Wren Avenue (Sixth Street to Clayton Way) – Pavement rehabilitation improvements.
- Sixth Street (Clayton Road to Willow Pass Road) – Pavement rehabilitation improvements.

The project will also include miscellaneous concrete; curb ramps, valley gutters and sidewalk improvements as needed.

SCOPE OF WORK

1.0 KICK-OFF MEETING

Bellecci will coordinate and attend a kickoff meeting together with City staff. This meeting will accomplish the following key tasks in the initialization of the project:

- Establish contacts and lines of communication to initiate effective communication.
- Present concepts and ideas to establish the general framework for the project.
- Identify problems and discuss conceptual ideas.
- Share available information for the project.

Deliverable: Meeting agenda and minutes

2.0 PROJECT MEETINGS, PUBLIC MEETINGS AND PROJECT ADMINISTRATION

Bellecci will attend meetings with City staff, property owners and Agency meetings as required by the City. The meetings shall include:

- Three (3) design review meetings with Public Works staff and other stakeholders.
- Two (2) meetings with adjoining property owners to incorporate comments and concerns into the design. This effort includes providing project technical assistance, i.e. answering questions from the public, preparing and printing all necessary exhibits, and draft public notifications.

In addition Bellecci will provide project progress updates on a bi-weekly basis. The report will include accomplishments, anticipated problems or issues, schedule updates and schedule of upcoming events. In addition we will provide cost reports with every invoice that highlights the approved budget, budget remaining, and amount spent for the invoicing period, estimated cost at completion and an estimate of the percent complete.

Deliverable: Project Progress Reports, Meeting Minutes and Schedule Updates in Microsoft Project

3.0 DATA COLLECTION

Bellecci will review all available information on the projects including City information, right of way location maps and will contact the affected utility companies in order to get up-to-date utility location maps. We will use the available traffic count information from the City to determine the Traffic Index (T.I.). If traffic counts are not available an applicable T.I. can be assumed. Bellecci will investigate the existing street scheduled to undergo pavement rehabilitation during a significant rain event to document the existing drainage pattern.

Deliverable: None

4.0 DETAILED SITE INVESTIGATION

Bellecci will visually inspect the project streets to assess and accomplish the following:

- Determine the existing geometric constraints to the road including the severity/lack of existing cross slopes
- Evaluate the condition of the pavement, base, curb and gutter
- Determine the limits of work and identify possible conform issues
- Assess the sidewalk and ramps for ADA compliance
- Identify areas that require drainage improvements
- Quantify areas of pavement repair
- Identify visible utilities (valves, manholes, monuments, storm drain inlets, etc.)
- Identify areas of damp pavement due to subgrade seepage.

Deliverable: None

5.0 PAVEMENT CORING, R-VALUE TESTING (MILLER PACIFIC)

Bellecci's subcontractor, Miller Pacific Engineering Group, will provide pavement coring and subgrade R-Value testing services. The work will include structural section measurement (coring), R-value testing of the subgrade material, providing 3 alternative options of pavement rehabilitation and an analysis of each option for the project streets. Miller Pacific Engineering Group will provide a report to Bellecci that shows the make-up of the existing pavement section and the R-Value of the subgrade. The report will also provide recommendations for the pavement rehabilitation.

Deliverable: Pavement Report from Miller Pacific Engineering Group

6.0 TOPOGRAPHIC SURVEY

Bellecci's survey crews will collect necessary field topographic information, utility locations and street cross-slopes in order to supplement and complete the base information. ADA ramp locations will receive a detailed survey for use in the design of an ADA compliant ramp. The survey work will be performed and tied into the NAD 1983 HARN State Plane system. Storm drain manholes and drain inlets will be surveyed and information on the inverts and rims will be obtained. The topographic survey will help identify existing street cross slopes and drainage patterns.

Deliverable: Electronic copy of the Topographic Survey on bond paper

7.0 RIGHT OF WAY RESEARCH

Bellecci will obtain the record information from the on-line parcel quest service for Contra Costa County to establish the approximate location of the City right of way along the project streets. This item of work does not include any survey field crew work. The record property line information will be shown on the plans to identify if any of the proposed improvements will be impacted. A right of way survey will be conducted as needed as approved optional services.

Deliverable: Electronic copy (PDF) of the project plans showing the ROW from record information

8.0 TECHNICAL MEMORANDUM AND ESTIMATES

Bellecci will combine existing street information, the results of the detailed field investigations and results of the geotechnical study to produce a Technical Memorandum. The technical memorandum will include an evaluation of the street's condition, recommended pavement sections and repairs and possible alternative pavement treatments to be considered. In addition, the technical memorandum will identify the ADA improvements, traffic signal loops, drainage improvements, striping, damaged sidewalks, broken or uplifted curb & gutter, faded street signs and other items of work proposed to complete the project. We will prepare an estimate of probable construction costs for the proposed pavement repairs including all other items identified to be replaced.

Deliverable: Electronic copy (PDF) of the Technical Memorandum and Estimates

9.0 TRAFFIC SIGNAL LOOP REPLACEMENT (TRAFFIC PATTERNS)

Bellecci's subcontractor, Traffic Patterns, will prepare plans for the reinstallation of the traffic signal loops at the signalized intersections. These plans will identify the location of the detector loops, pull boxes and conduit and will note conductor Detector Lead-in Cable (DLC) requirements. We do not anticipate providing full intersection as-built plans for the existing traffic signal systems. The plans will identify all the necessary components required for the reinstallation of the detector loops. We will meet and coordinate our work with the City of Concord's Traffic Signal staff.

Deliverable: Copies of the traffic signal loop replacement plans and specifications to be submitted at the 60%, 95% and Final stages.

10.0 COORDINATION WITH UTILITIES

Bellecci will coordinate with owners of the utilities (including City owned facilities) in the project areas to obtain their utility base maps for use in developing the plans. Utility companies will be asked to identify any projects they propose in the near future which might impact the newly improved streets. Utility companies will be requested to complete their projects (if any) prior to the start of this project.

Deliverable: Copies of the correspondence with the utility companies

11.0 PLANS, SPECIFICATIONS, ESTIMATES AND CONTRACT DOCUMENTS

The plans, specifications and bid items will be compiled in standard City format providing detailed information to obtain comprehensive contractor bids and to construct the project. The plans will be prepared at a 1"= 20' scale. The construction specifications will include construction staging and traffic control requirements. Drawings will also include mapping of existing and proposed striping and pavement markings. ADA ramps will be designed using the detailed topographic survey information collected by the survey crew. Bellecci will provide the City with 60% and 95% design submittals, and the final bid set. Engineer's estimates will be provided with each submittal. This work allows for multiple revisions to striping concept plans resulting from City staff and the public.

Deliverable: 3 hard copy sets and electronic copies (PDF) of Plans, Specifications and Estimates at the 60%, 95% and Final stages.

12.0 CALTRANS ENCROACHMENT PERMIT COORDINATION

Bellecci will prepare 100% "Permit" plans on a 24x36 plan sheet prepared on the City Standard Border for work within Caltrans Right of Way. We will submit the Permit plans to the City for submittal to Caltrans. Bellecci will assist the City with the encroachment permit application and will update minor plan comments from Caltrans for resubmittal.

Deliverables: 3sets of the 100% "Permit" plans for submittal to Caltrans.

13.0 BID SUPPORT

During the bidding phase, Bellecci will assist the City with the bidding process, attend the pre-bid meeting (if held) and provide the City with assistance to answer any Contractor questions pertaining to the plans and specifications. We will prepare contract addenda, as needed. We will assist the City in the review of bids and reference checks.

Deliverable: Copies of all addenda and correspondence

14.0 CONSTRUCTION SUPPORT SERVICES

Bellecci will coordinate and attend the preconstruction meeting with the contractor, City staff and applicable utility companies. We will review the contractor submittals for compliance with the specifications and respond within three days. We will also clarify questions regarding the plans (RFIs), review change order requests from the contractor and prepare change orders recommendations for the City. In addition, we will attend at least 3 construction meetings, accompany the construction manager in the field and provide direction for the marking/layout of all pavement dig-outs and base repair areas as shown on the plans.

Deliverable: Copies of all correspondence

BUDGET/COST PROPOSAL

CITY OF CONCORD
MEASURE Q PAVEMENT REPAIR PROJECT 2

PROJECT HOURS BUDGET															
TASK #	216 PIC*	180 PROJ. MNGR.	170 PROF. ENGR.	138 ASSOC. ENGR.	178 PROF. SURVYR.	158 SURVYR. COORD.	138 ASSOC. SURVYR.	284 2-MAN CREW	80 CLER.	1,075 MILLER PACIFIC	1,075 TRAFFIC PATTERNS	HRS. /TASK	DIRECT COST	TOTAL COST	
1	2	2										4		\$792	
2		24	16						2		\$2,000	42		\$9,310	
3		2	8	16					2			28		\$4,048	
4		4	24	24								52		\$8,112	
5		2	2							\$11,300		4		\$12,848	
6		2			2	12	32	48				96		\$19,700	
7		2			40							42		\$7,480	
8	2	8	32	40					4			86		\$13,072	
9		2	2	4							\$4,500	8		\$6,090	
10		2	8	16					4			30		\$4,168	
11	2	40	180	320					8			550		\$82,872	
12		2	12	16					4			34		\$4,848	
13		4	8	12					2			26		\$3,866	
14		8	24	24					4			60		\$9,072	
15												0	\$5,000	\$5,000	
16												0	\$1,250	\$1,250	
Design Engineering Totals:														\$192,517.00	

D. B. ...
12/14/13

NOTE: BREAKDOWN OF HOURS SHOWN IS FOR ESTIMATING PURPOSES ONLY. DISTRIBUTION OF HOURS WILL VARY. SUBCONSULTANT COSTS INCLUDE A 7.5% MARK-UP
* - P.I.C. WILL ONLY CHARGE ON AN AS-NEEDED BASIS.



PROJECT SCHEDULE

CITY OF CONCORD MEASURE Q PAVEMENT REPAIR PROJECT 2

ID	Task Name	Start	Finish	2016						
				Dec	Jan	Feb	Mar	Apr	May	
1	CITY COUNCIL AWARD	Tue 1/5/16	Tue 1/5/16		◆					
2	KICK-OFF MEETING	Wed 1/6/16	Wed 1/6/16		◆					
3	DATA COLLECTION	Wed 1/6/16	Mon 1/11/16			■				
4	SITE INVESTIGATION (INC. PAVEMENT ANALYSIS)	Wed 1/6/16	Thu 1/14/16			■				
5	UTILITY COORDINATION (ONGOING THROUGHOUT DESIGN)	Mon 1/11/16	Fri 3/4/16			■				
6	TOPOGRAPHIC SURVEY	Mon 1/11/16	Wed 1/20/16			■				
7	TECHNICAL MEMORANDUM WITH ESTIMATES	Mon 1/11/16	Fri 1/29/16			■				
8	SUBMIT TECHNICAL MEMORANDUM TO CITY	Fri 1/29/16	Fri 1/29/16				◆			
9	MEET TO DISCUSS TECHNICAL MEMORANDUM	Tue 2/2/16	Tue 2/2/16				◆			
10	60% PLANS, SPECS & ESTIMATE	Wed 1/20/16	Fri 2/5/16			■				
11	SUBMIT 60% DESIGN TO CITY	Fri 2/5/16	Fri 2/5/16				◆			
12	CITY REVIEW	Mon 2/8/16	Fri 2/12/16			■				
13	MEET TO DISCUSS REVIEW COMMENTS FROM CITY	Fri 2/12/16	Fri 2/12/16				◆			
14	MEET WITH RESIDENTS	Tue 2/16/16	Tue 2/16/16				◆			
15	CALTRANS ENCROACHMENT PERMIT PROCESS	Mon 2/15/16	Fri 4/29/16					■		
16	95% PLANS, SPECS & ESTIMATE	Mon 2/8/16	Wed 2/24/16			■				
17	SUBMIT 95% DESIGN TO CITY	Wed 2/24/16	Wed 2/24/16				◆			
18	CITY REVIEW	Wed 2/24/16	Fri 2/26/16			■				
19	MEET WITH RESIDENTS	Wed 3/2/16	Wed 3/2/16				◆			
20	FINAL PLANS, SPECS, & ESTIMATE	Mon 2/29/16	Mon 3/7/16			■				
21	SUBMIT FINAL PLANS, SPECS & ESTIMATE TO CITY	Mon 3/7/16	Mon 3/7/16				◆			
22	ADVERTISEMENT FOR BIDS AND CITY COUNCIL AWARD	Tue 3/8/16	Tue 5/3/16						■	

CITY OF CONCORD ◆ CITY MILESTONE ◆
 BELLECCI ◆ BELLECCI MILESTONE ◆

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“Agreement”) is entered into on January 6, 2016 between the City of
2 Concord (“CITY”) and **Pavement Engineering Inc.**, 3485 Sacramento Dr., Suite A, San Luis Obispo,
3 CA, 93401 (“CONSULTANT”).

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

6 The CITY desires to contract with Pavement Engineering Inc. and Pavement Engineering Inc.
7 to contract with the CITY for provision by Pavement Engineering Inc. to the City for professional
8 services with **Project No. 2362 (Pavement Rehabilitation-Walters Way and Monument**
9 **Blvd/Detroit Ave. Intersection)** as further described in Section 2 of this Agreement, upon the terms
10 and conditions hereinafter set forth.

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

13 **1. TERM.** This Agreement shall commence on **January 6, 2016** and expire on **January**
14 **5, 2017.**

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

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

25 **2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
26 the CITY's Authorized Representative, CONSULTANT shall provide design and construction support
27 services for Project No. 2362 (Pavement Rehabilitation-Walters Way and Monument Blvd/Detroit
28 Ave. Intersection) described in detail in Exhibit A, a proposal from Pavement Engineering Inc. dated

1 December 9, 2015, attached hereto and made a part hereof. CITY retains all rights of approval and
2 discretion with respect to the projects and undertakings contemplated by this Agreement.

3 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
4 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
5 A. However, in no event shall the amount CITY pays CONSULTANT exceed fifty-seven thousand
6 four hundred ninety-five dollars (\$57,495) for the term of this Agreement. Any Amendment to this
7 Agreement that includes an increase to this compensation amount shall be made in accordance with
8 Section 5 below.

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

15 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
16 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
17 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
18 by the City Council. The CITY's authorized representative is Robert Ovadia, City Engineer of the
19 Community & Economic Development Department. The CONSULTANT's authorized representative
20 is Joseph L. Ririe, Principal.

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

27 **A. Amendment for Additional Compensation.** CITY's Authorized
28

1 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
2 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
3 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
4 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
5 base contract amount, must be approved by City Council.

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

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

18 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
19 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
20 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
21 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
22 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
23 performed during non-standard business hours, such as in the evenings or on weekends.
24 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
25 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
26 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
27 all taxes, assessments and premiums under the federal Social Security Act, any applicable
28

1 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
2 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
3 reason of or in connection with the services to be performed by CONSULTANT.

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

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

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

27 CONSULTANT's records, documents, calculations, and all other instruments of service
28

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

12 **10. INDEMNIFICATION.**

13 **A. For Design Professional Services Only.** Pursuant to California Civil Code
14 Section 2782.8, CONSULTANT agrees to indemnify the CITY (including its officers, agents,
15 employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or
16 relate to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of
17 this Agreement. The CONSULTANT will reimburse the CITY for any expenditures, including
18 reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to
19 arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
20 CONSULTANT.

21 **B. For All Other Services.** CONSULTANT agrees to defend, indemnify and
22 hold harmless the CITY (including its officers, officials, employees, agents and volunteers) from and
23 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
24 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
25 Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the
26 demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful
27 misconduct on the part of the CITY.

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

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

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

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

16 **D. Compliance with State Workers' Compensation Requirements.**
17 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
18 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
19 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
20 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
21 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
22 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
23 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

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

26 **(1) Additional Insured.** CITY, its officers, agents, employees, and
27 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
28

1 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
2 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
3 or protection afforded to CITY, its officers, officials, employees, or volunteers.

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

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

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

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

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

27 13. **SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
28

1 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
2 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
3 performed and reimbursable expenses incurred prior to the suspension date. During the period of
4 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
5 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

6 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
7 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
8 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
9 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
10 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work
11 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall
12 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
13 for the services performed as of the effective date of the termination.

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

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

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

24 **C. Solicitations for Subcontractors including Procurement of Materials and**
25 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
26 CONSULTANT for work to be performed under a subcontract including procurement of materials or
27 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
28

1 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to
2 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

3 **16. CONFLICT OF INTEREST.**

4 A. CONSULTANT covenants and represents that neither it, nor any officer or
5 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
6 any manner with the interests of CITY or which would in any way hinder CONSULTANT's
7 performance of services under this Agreement. CONSULTANT further covenants that in the
8 performance of the Agreement, no person having any such interest shall be employed by it as an
9 officer, employee, agent or subcontractor without the express written consent of the CITY.
10 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
11 interest, with the interests of the CITY in the performance of this Agreement.

12 B. CONSULTANT is not a designated employee within the meaning of the
13 Political Reform Act because CONSULTANT:

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

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

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

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

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

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

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

20 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
21 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
22 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
23 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
24 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
25 of this provision shall be void. This Agreement is not intended and shall not be construed to create
26 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
27 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
28

1 not have any power to bind or commit the CITY to any decision.

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

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

10 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**

11 To CONSULTANT:

**Joseph L. Ririe, Principal
Pavement Engineering Inc.
3485 Sacramento Dr., Suite A
San Luis Obispo, CA 93401
Phone: 805 781-2265
Fax: 805 781-2267**

12 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
13 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
14 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
15 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.
16

17 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of
18 CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver
19 this Agreement on behalf of CONSULTANT and that such execution is binding upon
20 CONSULTANT.
21

22 This Agreement may be executed in several counterparts, each of which shall constitute one
23
24
25
26
27
28

1 and the same instrument and shall become binding upon the parties when at least one copy hereof
2 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
3 to produce or account for more than one such counterpart.

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

6 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

7
8
9 By: 
10 Name: Joseph L. Ririe, P.E.
11 Title: Principal
12 Address: 3485 Sacramento Dr., Suite A
San Luis Obispo, CA 93401
13 Telephone: (805) 781-2265

By: _____
14 Name: Valerie Barone
15 Title: City Manager
16 Address: 1950 Parkside Drive
Concord, CA 94519
17 Telephone: (925) 671-3175

18 APPROVED AS TO FORM:

ATTEST:

19 _____
20 City Attorney

_____ City Clerk

21 Date: _____, 2016

22 FINANCE DIRECTOR'S CERTIFICATION:

23 Concord, California

24 Date: _____, 2016

25 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
26 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED
27 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
28 THE SUM OF \$57,495

Account Code: 4089500C999-74500/4082362113-74500

Finance Director's Signature



December 9, 2015

MP15-498C

Mario C. Camorongan, P.E., C.F.M.
CIP Manager, Capital Projects
Community and Economic Development
City of Concord
1950 Parkside Drive, MS/40
Concord, CA 94519

Subject: Measure Q Pavement Repair Project 3, City Project No. 2362

Dear Mario:

Thank you for your RFP. We appreciate the opportunity to propose for a PS&E package for the City's Measure Q Pavement Repair Project 3 (No. 2362). Our scope of work and fees for these services are outlined below.

DESCRIPTION OF SERVICES

The City of Concord has budgeted approximately \$850,000 for pavement rehabilitation improvements on the following project streets:

- Walters Way from Detroit Avenue to Monument Boulevard
- Intersection of Monument Boulevard / Detroit Avenue

The rehabilitation work will also include traffic signal loop detectors within the limits of work as well as miscellaneous concrete, curb ramps, valley gutters, and sidewalk improvements as needed.

SCOPE OF WORK AND PROJECT APPROACH

Task 1 – Project Administration

PEI's principal in charge and assistant project manager will meet with City staff during a kick-off meeting to confirm the project's scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify responsibilities of each party.

We will arrange progress meetings at critical stages of the project to review the work. Constant communication between the project manager and City staff will help ensure a successful project. Our fees for this work, other than the kick-off meeting, are included in the other items of work.

Task 2 - Measurement of Field Quantities

PEI will measure and record all pertinent field quantities and physical elements for each project street. This information includes the location of existing striping, pavement markers, traffic signal loop detectors and paint markings; location of surface utility covers; digouts and other pavement repairs; and the total area of pavement for rehabilitation. Taking the time to measure the quantities of each bid item in the field provides confidence that bid quantities are correct, ensures smoother contract administration and reduces the potential for change orders.

If we identify any concrete repairs or tree root damage during our field reviews, we will note it and bring it to your attention to determine if the repairs should be added to the contract.

Included in this task will be the necessary survey to identify the existing ROW limits, collect elevations at accessible curb ramp locations that are non-compliant and gather topographic information along the street segment to establish the existing drainage pattern for each of the project streets. For this project, we estimate 17 non-compliant curb ramps.

Task 3 – Pavement Evaluation

PEI will perform deflection testing, coring and analysis on Walters Way. For the intersection, PEI will core at least two locations and collect native soil samples for R-value determination. This type of analysis eliminates guesswork and ensures the best rehabilitation approach. Adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Our experience shows that gathering this additional data helps produce designs that can last longer than average approaches, resulting in additional savings to the City.

PEI will perform the deflection analysis in general accordance with California Test method 356 (CTM 356) at 100-foot maximum intervals in each lane. We will core at 500-foot maximum intervals over the street segment. Because this is a moving operation, traffic control will be provided by a professional traffic control company using an attenuator track and flashing beacons. Flagging will be provided as needed. The City will provide traffic index information.

PEI will use this information to assist in the value engineering process. We will explore all possible rehabilitation options, including pulverization and resurfacing, milling and filling, conventional AC overlay and ARHM overlays, as well as recycling options such as FDR and CIR. PEI will also identify whether or not a less expensive maintenance treatment should be considered as an option. Our findings will be summarized in a letter report that will include the estimated costs and expected service of each option.



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Task 4 – Utility Company Coordination

PEI will provide notices to the local utility companies. We will obtain a current listing of utility companies and contact information from the City for this task and will verify the contact list. Project street lists and location plans will be mailed to them with a notification letter. All utility facilities affecting the project will be incorporated into the contract documents.

Task 5 – Boundary and ROW Survey, Monumentation Research

Barak Miles, P.L.S. of Geo-West Land Consultants, Inc. will provide boundary and right-of-way research for maps and documents that shows the current right-of-way location and a history of parcels conveyed both to and from the City. His work will include a mapping analysis of discrepancies, encumbrances and/or encroachments of the existing right of way and field survey work locating existing monuments and ties controlling the centerline and right of way of the improved City roads. He will measure and locate existing layout and road features for design and their relationship to the existing right of way that consists of the project's control and coordinate system.

The right-of-way boundary lines and the adjoining property lines will be shown on the project sheets for reference.

In addition, Geo-West will research the existing monumentation so the City can determine which monuments they would like to preserve as part of the project. PEI will meet with the City at the completion of the monumentation research to discuss the preservation approach.

Task 6 - Preparation of Plans, Specifications and Estimates

PEI will compile all field quantities collected as part of Task 2 into individual engineer's estimates by street segment and will provide a summary spreadsheet of the entire project. We will also have draft plans showing the limits of work, coring log and the locations of ADA ramp improvements. This portion of Task 6 will be considered the 65% submittal.

PEI will draft technical specifications for the contract documents and construction plans showing details, typical sections, transitions, keycuts and digouts. Any portion of the maintenance work requiring additional clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as necessary. Where it facilitates the design, PEI will use aerial photographs to develop base sheets.

Our scope of work includes ADA curb ramp design for compliance with the Caltrans 2010 Revised Standard Plan A88A and A88B. Our designs will be based on the measurements of curb heights, sidewalk widths, sidewalk running/cross slopes, flow line slopes, pavement cross slopes, etc. and will consider the impacts of signal poles, drainage inlets,



Mario C. Camorongan, P.E., C.F.M.
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utilities and other structures on the design. In addition to curb ramps, our plans will clearly define and show all new concrete work, such as cross gutters, curb and gutter, sidewalks and driveways.

PEI will show new traffic striping and pavement markings to be replaced in kind. Multiple changes to the striping of the project streets will be considered a change in scope that may result in additional fees. This information will be submitted to the City at the 90% design review. After the 90% review submittal, we will meet with the City staff to resolve any outstanding issues and will adjust the contract documents accordingly.

PEI will provide a copy of the final contract documents (100% complete) to the City for its use, along with electronic copies of all work at the completion of the project. In addition, PEI will provide electronic files of any "work in progress" items at any time during the project at the City's request.

Task 7 – Bidding Support Services

After the final submittal, we will be available to answer any specific questions from the City concerning the design. Should the need arise, we will prepare an addendum as required. In addition, we will also be available for help with questions from contract administration personnel or contractors during the bidding process

Task 8 – Construction Support Services

During construction, PEI will be available to the City's construction staff to review design questions, submittals and help resolve construction problems. In addition, PEI, together with the City's selected construction manager, will mark digouts and base repair areas in the field after the project has been awarded.

As part of our scope of services, PEI will provide technical assistance and assist City staff in the preparation of change orders. As requested, we have budgeted to attend three construction meetings. We will provide these services as part of the contract with the City.

Task 9 – Public Outreach

At the City's request, PEI will provide assistance at public meetings to answer technical questions and or prepare exhibits.

DELIVERABLES

- 65% design: pavement evaluation, field measurements, preliminary budgets and draft plans.
- 90% design: plans, technical specifications and engineer's estimate.
- 100%: one copy of completed plans, technical specifications and estimates and one electronic copy of the same.



Mario C. Camorongon, P.E., C.F.M.
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PROPOSED WORK SCHEDULE

PEI understands time is of the essence and is committed to delivering a quality product on time. We estimate that PEI can deliver a 90% submittal to the City for review within 7 weeks after receiving a written notice to proceed.

Based on discussions with City staff, we understand that council will award the design contract on January 5, 2016. Assuming that the notice to proceed is issued on January 6, 2016, then our 90% submittal will be on February 24, 2016. See the attached schedule breakdown for task milestones.

PROPOSAL FEE & FEE BREAKDOWN

PEI's estimated fee is \$57,495, which is based on construction costs of approximately \$680,000, as well as on our experience with similar projects. The design includes an estimated 17 curb ramps. Inspection and testing services also are not included during construction.

The enclosed fee breakdown, which shows our projected costs for each portion of the project, will be invoiced on a time and material basis. The individual fees associated with each task will serve as guidelines for progress payments. Changes in scope may result in additional fees. The attached proposal conditions apply.

We welcome the opportunity to work with you and the City on this project. Our commitment to the City of Concord is to deliver the highest quality of work on time, on budget and with honesty and unparalleled professionalism.

Please feel free to contact us at (805) 781-2265 with any questions you may have concerning this proposal.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Principal Engineer

Enclosures: Fee breakdown
Proposal conditions
Project schedule breakdown

pc: C File, M File, MP File, P/S/R

**FEE BREAKDOWN
 CITY OF CONCORD
 PJ NO. 2362 MEASURE Q PAVEMENT REPAIR PROJECT NO. 3**

TASK 1	PROJECT ADMINISTRATION	RATE	UNITS	TOTAL
	Senior Principal Engineer	210	0	\$0
	Assistant Engineer	145	0	0
Estimated Fee Task 1:				\$0
TASK 2	MEASUREMENT OF FIELD QUANTITIES	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	1	\$210
	Senior Engineering Technician	125	8	1,000
	Engineering Technician	120	8	960
Estimated Fee Task 2:				\$2,170
TASK 3	PAVEMENT EVALUATION	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	8	1,680
	Dynalect Data Technician	125	2	250
	Clerical	75	2	150
	Dynalect Operator	340	2	680
	Assistant Dynalect Operator	160	2	320
	Coring Technician	250	6	1,500
	Assistant Coring Technician	175	6	1,050
	Dynalect and Coring Crew Preparation	110	1	110
	R-values	350	2	700
	Mobilization			0
	Traffic Control			2,000
Estimated Fee Task 3:				\$8,440
TASK 4	UTILITY COMPANY COORDINATION	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	2	\$420
	Senior Engineering Technician	125	8	1,000
Estimated Fee Task 4:				\$1,420
TASK 5	BOUNDARY & ROW SEARCH / MONUMENTATION	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	2	\$420
	Geo-West Land Consultants			4,090
Estimated Fee Task 5:				\$4,510
TASK 6	PREPARATION OF PS&Es	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	10	\$2,100
	Assistant Engineer	145	70	10,150
	Senior Engineering Technician	125	12	1,500
	Engineering Technician	120	12	1,440
	CAD Drafting	120	60	7,200
	Topographic and Ramp Surveys (17)			6,885
Estimated Fee Task 6:				\$29,275



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TASK 7	BIDDING SUPPORT SERVICES	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	4	\$840
	Assistant Engineer	145	8	1,160
Estimated Fee Task 7:				\$2,000
TASK 8	CONSTRUCTION SUPPORT SERVICES	RATE	HOURS	TOTAL
	Senior Principal Engineer	\$210	16	\$3,360
	Assistant Engineer	145	24	3,480
Estimated Fee Task 7:				\$6,840
TASK 9	PUBLIC OUTREACH	RATE	UNITS	TOTAL
	Senior Principal Engineer (estimated)	\$210	8	\$1,680
	Assistant Engineer	145	8	1,160
	Other City-requested services			TBD
Estimated Fee Task 9:				\$2,840
TOTAL ESTIMATED PROJECT FEE:				\$57,495

M. Camorongan
 12/14/15



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 \$1,000,000.
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. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



CITY OF CONCORD
Measure Q Pavement Repair Project 3
City Project No. 2362

ID	Task Mode	Task Name	Start	Finish	Jan 3, '16	Jan 10, '16	Jan 17, '16	Jan 24, '16	Jan 31, '16	Feb 7, '16	Feb 14, '16	Feb 21, '16	Feb 28, '16	Mar 6, '16	Mar 13, '16
1	*	City Council Meeting	Tue 1/5/16	Tue 1/5/16	◆ 1/5										
2	*	Notice to Proceed	Wed 1/6/16	Wed 1/6/16	◆ 1/6										
3	*	Kick Off Meeting	Mon 1/11/16	Mon 1/11/16											
4	*	<u>TASK 1 - Project Administration</u>													
5	*	Kick Off Meeting	Mon 1/11/16	Mon 1/11/16											
6	*	<u>TASK 2 - Measurement of Field Quantities</u>													
7	*	Assess ADA Ramps	Mon 1/11/16	Tue 1/12/16											
8	*	Ramp / Topo Survey Data Reduction (Task 5)	Wed 1/13/16	Wed 1/20/16											
9	*	Walk Streets and Reduce Data	Wed 1/13/16	Tue 1/19/16											
10	*	Monument Research (Task 5)	Thu 1/7/16	Fri 1/8/16											
11	*	<u>TASK 3 - Pavement Evaluation</u>													
12	*	Field Work	Mon 1/11/16	Fri 1/15/16											
13	*	Lab Work (R-values)	Mon 1/18/16	Fri 1/22/16											
14	*	Evaluation Report	Mon 1/25/16	Thu 2/11/16											
15	*	<u>Task 4 - Utility Coordination</u>	Thu 2/11/16	Thu 2/11/16											
16	*	Send Out Utility Notices	Thu 2/11/16	Thu 2/11/16											
17	*	<u>TASK 6 Preparation of Plans, Specifications and Estimates</u>													
18	*	Develop Base Sheets	Thu 1/7/16	Fri 1/8/16											
19	*	Develop Preliminary Estimates	Mon 1/25/16	Thu 2/11/16					◆ 2/1						
20	*	Meeting to Select Treatments	Mon 2/1/16	Mon 2/1/16											
21	*	Prepare Plans	Mon 1/11/16	Thu 2/11/16											
22	*	65% SUBMITTAL	Thu 2/11/16	Thu 2/11/16						◆ 2/11					
23	*	65% SUBMITTAL REVIEW	Wed 2/17/16	Wed 2/17/16											
24	*	Develop Specifications	Thu 2/11/16	Wed 2/17/16											
25	*	Plan Revisions	Thu 2/18/16	Wed 2/24/16											
26	*	95% SUBMITTAL	Wed 2/24/16	Wed 2/24/16											
27	*	95% SUBMITTAL REVIEW	Wed 3/2/16	Wed 3/2/16											
28	*	PS&E Revisions	Wed 3/2/16	Wed 3/9/16											
29	*	100% SUBMITTAL	Wed 3/9/16	Wed 3/9/16										◆ 3/2	◆ 3/9

Project: MP15 498 Schedule
 Date: Thu 12/3/15

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

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AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on January 6, 2016 between the City of
2 Concord ("CITY") and **Pavement Engineering Inc.**, 3485 Sacramento Dr., Suite A, San Luis Obispo,
3 CA, 93401("CONSULTANT").

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

6 The CITY desires to contract with Pavement Engineering Inc. and Pavement Engineering Inc.
7 to contract with the CITY for provision by Pavement Engineering Inc. to the City for professional
8 services with **Project No. 2364 (Pothole and Base Repair at Various Locations)** as further
9 described in Section 2 of this Agreement, 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 **January 6, 2016** and expire on **January**
13 **5, 2017.**

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 and construction support
26 services for Project No. 2364 (Pothole and Base Repair at Various Locations) described in detail in
27 Exhibit A, a proposal from Pavement Engineering Inc. dated December 9, 2015, attached hereto and
28 made a part hereof. CITY retains all rights of approval and discretion with respect to the projects and

1 undertakings contemplated by this Agreement.

2 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
3 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
4 A. However, in no event shall the amount CITY pays CONSULTANT exceed one hundred twenty-
5 six thousand ninety (\$126,090) for the term of this Agreement. Any Amendment to this Agreement
6 that includes an increase to this compensation amount shall be made in accordance with Section 5
7 below.

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

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

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

26 **A. Amendment for Additional Compensation.** CITY's Authorized
27 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
28

1 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
2 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
3 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
4 base contract amount, must be approved by City Council.

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

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

17 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
18 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
19 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
20 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
21 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
22 performed during non-standard business hours, such as in the evenings or on weekends.
23 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
24 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
25 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
26 all taxes, assessments and premiums under the federal Social Security Act, any applicable
27 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
28

1 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
2 reason of or in connection with the services to be performed by CONSULTANT.

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

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

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

26 CONSULTANT's records, documents, calculations, and all other instruments of service
27 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
28

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

11 **10. INDEMNIFICATION.**

12 **A. For Design Professional Services Only.** Pursuant to California Civil Code
13 Section 2782.8, CONSULTANT agrees to indemnify the CITY (including its officers, agents,
14 employees and volunteers) against liability for claims against the CITY that arise out of, pertain to, or
15 relate to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of
16 this Agreement. The CONSULTANT will reimburse the CITY for any expenditures, including
17 reasonable attorney fees, incurred by the CITY in defending against claims ultimately determined to
18 arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
19 CONSULTANT.

20 **B. For All Other Services.** CONSULTANT agrees to defend, indemnify and
21 hold harmless the CITY (including its officers, officials, employees, agents and volunteers) from and
22 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
23 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
24 Agreement. This indemnification obligation on CONSULTANT's part shall not apply to the
25 demands, actions, losses, damages, injuries, and liability arising out of the sole negligence or willful
26 misconduct on the part of the CITY.

27 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
28

1 full force at all times during the term of this Agreement the following insurance:

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

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

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

15 **D. Compliance with State Workers' Compensation Requirements.**
16 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
17 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
18 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
19 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
20 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
21 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
22 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

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

25 **(1) Additional Insured.** CITY, its officers, agents, employees, and
26 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
27 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
28

1 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
2 or protection afforded to CITY, its officers, officials, employees, or volunteers.

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

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

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

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

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

26 **13. 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

1 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
2 performed and reimbursable expenses incurred prior to the suspension date. During the period of
3 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
4 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

5 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
6 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
7 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
8 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
9 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work
10 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall
11 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
12 for the services performed as of the effective date of the termination.

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

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

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

23 **C. Solicitations for Subcontractors including Procurement of Materials and**
24 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
25 CONSULTANT for work to be performed under a subcontract including procurement of materials or
26 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
27 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to
28

1 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

2 **16. CONFLICT OF INTEREST.**

3 A. CONSULTANT covenants and represents that neither it, nor any officer or
4 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
5 any manner with the interests of CITY or which would in any way hinder CONSULTANT's
6 performance of services under this Agreement. CONSULTANT further covenants that in the
7 performance of the Agreement, no person having any such interest shall be employed by it as an
8 officer, employee, agent or subcontractor without the express written consent of the CITY.
9 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
10 interest, with the interests of the CITY in the performance of this Agreement.

11 B. CONSULTANT is not a designated employee within the meaning of the
12 Political Reform Act because CONSULTANT:

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

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

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

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

27 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
28

1 condition contained in the Agreement, or any default in their performance of any obligations under the
2 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
3 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
4 constitute a continuing waiver of same.

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

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

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

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

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

9
10 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**

11
12
13
14 To CONSULTANT:

**Joseph L. Ririe, Principal
Pavement Engineering Inc.
3485 Sacramento Dr., Suite A
San Luis Obispo, CA 93401
Phone: 805 781-2265
Fax: 805 781-2267**

15
16
17 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
18 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
19 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
20 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

25 This Agreement may be executed in several counterparts, each of which shall constitute one
26 and the same instrument and shall become binding upon the parties when at least one copy hereof
27

1 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
2 to produce or account for more than one such counterpart.

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

5 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

6
7
8 By: 
9 Name: Joseph L. Ririe, P.E.
10 Title: Principal
11 Address: 3485 Sacramento Dr., Suite A
San Luis Obispo, CA 93401
12 Telephone: (805) 781-2265

By: _____
Name: Valerie Barone
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3175

13 APPROVED AS TO FORM:

ATTEST:

14 _____
City Attorney

_____ City Clerk

15
16 Date: _____, 2016

17
18 **FINANCE DIRECTOR'S CERTIFICATION:**

19 Concord, California

20 Date: _____, 2016

21
22 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
23 DURING THE CURRENT FISCAL YEAR 2015/16 TO PAY THE ANTICIPATED
24 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
25 THE SUM OF **\$126,090**

26 Account Code: 4089500C999-74500/4082364113-74500

27 _____
Finance Director's Signature



December 9, 2015

MP15-446D

Mario C. Camorongon, P.E., C.F.M
CIP Manager, Capital Projects
City of Concord
1950 Parkside Drive, MS/40
Concord, CA 94519

Subject: Measure Q Pavement Repair Project 4, City Project No. 2364

Dear Mario:

Thank you for your RFP. We appreciate the opportunity to propose for a PS&E package for the Prong 1 roads the City has selected for its Measure Q Pavement Repair Project 4 (No. 2364). Our scope of work and fees for these services is outlined below.

DESCRIPTION OF SERVICES

The City of Concord has budgeted approximately \$1.8M for a pavement pothole and base repair project at various locations city-wide. This project includes evaluating the pavement, developing contract documents and estimates for streets selected for PJ No. 2364 (see enclosed street list).

Pavement Engineering's (PEI) approach will be accomplished in six tasks: 1) measurement of field quantities; 2) pavement evaluation; 3) preparation of plans, specifications and estimates, 4) bidding support; 5) construction support services and 6) public outreach.

PREPARATION OF CONTRACT DOCUMENTS (PS&E)

Task 1 - Measurement of Field Quantities

PEI will measure and record all pertinent field quantities and physical elements for each street based on the enclosed list from the City for the Prong 1 base streets. This information includes the location of existing striping, pavement markers, traffic signal loop detectors and paint markings; location of surface utility covers; digouts and other pavement repairs; and the total area of pavement for resurfacing. Taking the time to measure the quantities of each bid item in the field provides confidence that bid quantities are correct, ensures smoother contract administration and reduces the potential for change orders.

If we identify any concrete repairs or tree root damage during our field reviews, we will note it and bring it to your attention to determine if the repairs should be added to the contract.

Serving California since 1987

Task 2 – Pavement Evaluation

PEI will core the existing pavement of each project street to determine the existing pavement layer thickness. This information is vital to ensure that digout depths are accurate. Specifying the correct digout depth will eliminate change orders during construction.

PEI will core every 500 feet along the street segment. Where the road is divided or has four or more lanes, PEI will divide the road into segments to determine a representative pavement thickness.

Because this is a moving operation, traffic control will be provided by a professional traffic control company using an attenuator track and flashing beacons. Flagging will be provided as needed.

Task 3 - Preparation of Plans, Specifications and Estimates

PEI will compile all field quantities collected as part of Task 1 into individual engineer's estimates by street segment and will provide a summary spreadsheet and drafted plans showing the repair areas. This portion of Task 3 will be considered the 65% submittal.

We will draft technical specifications and details for typical sections, transitions, keycuts and digouts. Any portion of the maintenance work requiring additional clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as necessary. PEI will use aerial photographs to develop base sheets. We will use the existing striping pattern on the streets. Multiple changes to striping for project streets will be considered a change in scope that may result in additional fees.

This information will be submitted to the City at the 90% design review. After the 90% review submittal, we will meet with the City staff to resolve any outstanding issues and will adjust the contract documents accordingly.

PEI will provide a copy of the final contract documents (100% complete) to the City for its use, along with electronic copies of all work at the completion of the project. In addition, PEI will provide electronic files of any "work in progress" items at any time during the project at the City's request.

Task 4 – Bidding Support Services

After the final submittal, we will be available to answer any specific questions from the City concerning the design. Should the need arise, we will prepare an addendum as required. In addition, we will also be available for help with questions from contract administration personnel or contractors during the bidding process.

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Task 5 – Construction Support Services

During construction, PEI will be available to the City's construction staff to review design questions, submittals, responses to RFIs and help resolving construction problems. In addition, PEI, together with the City's selected construction manager, will mark digouts and base repair areas in the field after the project has been awarded.

As part of our scope of services, PEI will provide technical assistance and assist City staff in the preparation of change orders. As requested, we have budgeted to attend three construction meetings. We will provide these services as part of the contract with the City.

Task 6 – Public Outreach

At the City's request, PEI can provide assistance at public meetings to answer technical questions and or prepare exhibits.

DELIVERABLES

- 65% design: pavement evaluation, field measurements, preliminary budgets and draft plans.
- 90% design: plans, technical specifications and engineer's estimate.
- 100%: one copy of completed plans, technical specifications and estimates and one electronic copy of the same.

PROPOSED WORK SCHEDULE

PEI understands time is of the essence and is committed to delivering a quality product on time. We estimate that PEI can deliver a 90% submittal to the City for review within 7 weeks after receiving a written notice to proceed.

Based on discussions with City staff, we understand that council will award the design contract on January 5, 2016. Assuming that the notice to proceed is issued on January 6, 2016, then our 90% submittal will be on February 24, 2016. See the attached schedule breakdown for task milestones.

PROPOSAL FEE & FEE BREAKDOWN

PEI's estimated fee is \$126,090, which is based on construction costs of approximately \$1,450,000, as well as on our experience with similar projects.



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Our fees do not include surveying, ADA assessment and upgrades of existing or missing handicap ramps or striping modifications. We can quote for these services at City's request. Inspection and testing services during construction are not included. Public outreach will be provided as requested. A budget amount is included in our fees.

The enclosed fee breakdown, which shows our projected costs for each portion of the project, will be invoiced on a time and material basis. The individual fees associated with each task will serve as guidelines for progress payments.

Changes in scope may result in additional fees. The attached proposal conditions apply.

We welcome the opportunity to work with you and the City on this project. Our commitment to the City of Concord is to deliver the highest quality of work on time, on budget and with honesty and unparalleled professionalism. Please feel free to contact us at (805) 781-2265 with any questions you may have concerning this proposal.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Principal

Enclosures: Fee breakdown
 Proposal conditions
 Project street list
 Project schedule breakdown

pc: C File, M File, MP File, P/S/R



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**FEE BREAKDOWN
 CITY OF CONCORD
 PJ NO. 2364 MEASURE Q PAVEMENT REPAIR PROJECT NO. 4**

TASK 1	MEASUREMENT OF FIELD QUANTITIES	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	20	\$4,200
	Assistant Engineer	145	90	13,050
	Senior Engineering Technician	125	90	11,250
	Estimated Fee Task 1:			\$28,500
TASK 2	PAVEMENT EVALUATION	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	2	\$420
	Senior Engineering Technician	125	2	250
	Clerical	75	2	150
	Coring Technician	250	40	10,000
	Assistant Coring Technician	175	40	7,000
	Dynalect and Coring Crew Preparation	110	2	220
	Mobilization			0
	Traffic Control	1,500	5	7,500
	Estimated Fee Task 2:			\$25,540
TASK 3	PREPARATION OF PSES	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	25	\$5,250
	Assistant Engineer	145	39	5,655
	Senior Engineering Technician	125	65	8,125
	Engineering Technician	120	65	7,800
	CAD Drafting	120	88	10,560
	Estimated Fee Task 3:			\$37,390
TASK 4	BIDDING SUPPORT SERVICES	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	4	\$840
	Assistant Engineer	145	8	1,160
	Estimated Fee Task 4:			\$2,000
TASK 5	CONSTRUCTION SUPPORT SERVICES	RATE	HOURS	TOTAL
	Senior Principal Engineer	\$210	80	\$16,800
	Assistant Engineer	145	80	11,600
	Estimated Fee Task 5:			\$28,400
TASK 6	PUBLIC OUTREACH (estimated)	RATE	UNITS	TOTAL
	Senior Principal Engineer	\$210	12	\$2,520
	Assistant Engineer	145	12	1,740
	Other City-requested services			TBD
	Estimated Fee Task 6:			\$4,260
TOTAL ESTIMATED PROJECT FEE:				\$126,090

M. Camorongon
 12/14/15



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 \$1,000,000.
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. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



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**PROJECT STREET LIST
 CITY OF CONCORD
 PJ NO. 2364 MEASURE Q PAVEMENT REPAIR PROJECT NO. 4**

ROAD	FROM	TO	LENGTH (L)
San Miguel Road	Treat Boulevard	Systron Drive	8,695
Concord Boulevard	Ayers Road	City Limit	7,267
Clayton Road	West Street	Treat Boulevard	2,958
East Street	Willow Pass Road	418 feet north of Bacon Street	2,154
Concord Avenue	203 w/o Market Street	Salvio Street	2,332
Mohr Lane	David Avenue	Monument Boulevard	5,885
Willow Pass Road	Farm Bureau Road	Lynwood Drive	4,301
Meadow Lane	Gelbke Lane	Black Field Drive	1,535
Pine Hollow Road	Missouri Drive	Krona Lane	1,214
Concord Boulevard	Galindo Street	East Street	1,675
Ayers Road	Ygnacio Valley Road	Clayton Road	4,255
West Street	Clayton Road	Concord Boulevard	4,528
Cowell Road	Treat Boulevard	North Larwin Avenue	2,297
			49,096



CITY OF CONCORD
Measure Q Pavement Repair Project 4
City Project No. 2364

ID	Task Name	Start	Finish	Jan 3 '16	Jan 10 '16	Jan 17 '16	Jan 24 '16	Jan 31 '16	Feb 7 '16	Feb 14 '16	Feb 21 '16	Feb 28 '16	Mar 6 '16	Mar 13 '16
1	City Council Meeting	Tue 1/5/16	Tue 1/5/16	◆ 1/5										
2	Notice to Proceed	Wed 1/6/16	Wed 1/6/16											
3	Kick Off Meeting	Mon 1/11/16	Mon 1/11/16		◆ 1/11									
4	TASK 1 - Project Administration													
5	Kick Off Meeting	Mon 1/11/16	Mon 1/11/16											
6	TASK 2 - Measurement of Field Quantities													
7	Assess ADA Ramps	Mon 1/11/16	Tue 1/12/16											
8	Ramp / Topo Survey Data Reduction (Task 5)	Wed 1/13/16	Wed 1/20/16											
9	Walk Streets and Reduce Data	Wed 1/13/16	Tue 1/19/16											
10	Monument Research (Task 5)	Thu 1/7/16	Fri 1/8/16											
11	TASK 3 - Pavement Evaluation													
12	Field Work	Mon 1/11/16	Fri 1/15/16											
13	Evaluation Report	Sat 1/16/16	Wed 2/3/16											
14	Task 4 - Utility Coordination	Thu 2/11/16	Thu 2/11/16											
15	Send Out Utility Notices	Thu 2/11/16	Thu 2/11/16											
16	TASK 6 Preparation of Plans, Specifications and Estimates													
17	Develop Base Sheets	Thu 1/7/16	Fri 1/8/16											
18	Develop Preliminary Estimates	Mon 1/25/16	Thu 2/11/16											
19	Meeting to Select Treatments	Mon 2/1/16	Mon 2/1/16					◆ 2/1						
20	Prepare Plans	Mon 1/11/16	Thu 2/11/16											
21	65% SUBMITTAL	Thu 2/11/16	Thu 2/11/16											
22	65% SUBMITTAL REVIEW	Wed 2/17/16	Wed 2/17/16											
23	Develop Specifications	Thu 2/11/16	Wed 2/17/16											
24	Plan Revisions	Thu 2/18/16	Wed 2/24/16											
25	95% SUBMITTAL	Wed 2/24/16	Wed 2/24/16											
26	95% SUBMITTAL REVIEW	Wed 3/2/16	Wed 3/2/16											
27	PS&E Revisions	Wed 3/2/16	Wed 3/9/16											
28	100% SUBMITTAL	Wed 3/9/16	Wed 3/9/16											◆ 3/9

Project: MP15-416_Schedule
 Date: Thu 12/3/15

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress