



Staff Report

Date: April 5, 2016

To: City Council

From: Valerie J Barone, City Manager

Reviewed by: Victoria Walker, Dir. of Community and Economic Development
Robert Ovadia, City Engineer

Prepared by: Mario Camorongan, CIP Manager
Mario.camorongan@cityofconcord.org
(925) 671-3021

Subject: **Approve a professional services agreement in the amount of \$218,843 with BKF Engineers of Walnut Creek for design services for Farm Bureau Road Complete Streets – Phase 2 (Wren Avenue to Walnut Avenue) Project No. 2354; and authorize the City Manager to Execute the Agreement (funded by Gas Tax and Measure J)**

Report in Brief

The City Council approved the Farm Bureau Road Complete Streets – Phase 2 (Wren Avenue to Walnut Avenue), Project No. 2354, as part of its FY 2015-2016 Capital Improvement Program (CIP). The scope of this project is to complete the construction plans for this section of roadway. The roadway design will implement the City's Complete Streets policy which considers the needs of the various roadway users. The design of this segment of Farm Bureau Road will be consistent with the conceptual design developed under Farm Bureau Road Pavement Reconstruction – Wren Avenue to Clayton Road (Project No. 2252). The project schedule calls for design completion by the end of December 2016 with construction anticipated in spring 2017, pending relocation of the joint utility poles, which could delay the project start.

Recommended Action

Staff recommends that the City Council approve a Professional Services Agreement with BKF Engineers (BKF) to provide design services for Farm Bureau Road Complete Streets project – Phase 2 (Wren Avenue to Walnut Avenue) [Project No. 2354], in the amount of \$218,843; and authorize the City Manager to execute the Agreement.

Background

A significant volume of pedestrians, bicycles and automobiles use Farm Bureau Road on a daily basis, but the majority of this roadway is not adequately designed to accommodate these transportation modes. Complete Streets upgrades, including a wider roadway with bike lanes and sidewalks will allow members of the community to drive, walk and bike safely to adjacent homes and Wren Elementary School. The improvement of Farm Bureau Road was split into three (3) segments to be implemented in phases. Construction of the Phase 1 Complete Streets project on Farm Bureau Road between Willow Pass Road and Wren Avenue (PJ 2251), is complete and acceptance of the improvements by the City Council is anticipated in May 2016.

Analysis

The second phase of work along Farm Bureau Road (Wren Avenue to Walnut Avenue) will occur primarily within existing public right-of-way with some possible exceptions where additional pockets of right-of-way or easements may be required. To accommodate the project, PG&E and the other utilities will be required to relocate the joint utility poles along this segment of Farm Bureau Road to allow for the street widening. The last phase of the project (Phase 3) will extend the improvements from Walnut Avenue to Clayton Road and will be implemented in the future as funding becomes available. A conceptual layout of the improvements was developed for Phases 2 & 3 under Project No. 2252 to develop preliminary cost estimates and initiate communication with the utility companies regarding the required relocations.

The project schedule calls for completion of the project design by the end of December 2016 with construction anticipated in Spring 2017, pending relocation of the joint utility poles, which could delay the project start.

Procurement Process

To select a design consultant for the Farm Bureau Road Complete Streets – Phase 2 (Project No. 2354), the City issued a Request for Proposals (RFP) in January 2016. Five firms submitted proposals for consideration. A selection committee comprised of three registered civil engineers was formed by City staff. The selection committee reviewed each firm's responsiveness to the RFP, including their qualifications, professional experience, design strategy, and discussion of potential maintenance, right-of-way, and design issues. Three firms were selected to be interviewed regarding their qualifications and project approach.

The selection committee rated BKF as the most qualified firm to provide the required design services for this project. BKF has submitted a proposal in the not-to-exceed amount of \$218,843 for design services. Staff has reviewed the proposal and determined that the BKF assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable for the project scope.

Financial Impact

The project budget, which includes Gas Tax and Measure J Bond funds, is sufficient to fully fund the cost of this design services agreement. The Measure J Bond funds totaling \$3.8 million that are allocated for this project were reprogrammed from the Commerce Avenue Extension and Bridge at Pine Creek project (Project No.1791) which has been put on hold. TRANSPAC and CCTA have approved this funding reallocation. This fund allocation will cover a majority of the total project cost, including construction.

Public Contact

The City Council Agenda was posted.

Attachments

1. Location Map
2. Professional Services Agreement (BKF)



LOCATION MAP

PROJECT NO. 2354

FARM BUREAU ROAD COMPLETE STREETS – PHASE 2

FARM BUREAU ROAD

FROM WREN AVENUE TO WALNUT AVENUE

NO SCALE

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT (“Agreement”) is entered into on April 6, 2016 between the City of
2 Concord (“CITY”) and **BKF Engineers**, 1646 N. California Blvd, Suite 400, Walnut Creek, CA,
3 94596 (“CONSULTANT”).

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

6 The CITY desires to contract with BKF Engineers and BKF Engineers to contract with the
7 CITY for provision by BKF Engineers to the City for professional services with **Project No. 2354**
8 **(Farm Bureau Road Complete Streets Phase 2 – Wren Avenue to Walnut Avenue)** 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 **April 6, 2016** and expire on **April 7,**
13 **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. 2354 (Farm Bureau Road Complete Streets Phase 2 – Wren Avenue to
27 Walnut Avenue) described in detail in Exhibit A, a proposal from BKF Engineers dated March 5,
28 2016, attached hereto and made a part hereof. CITY retains all rights of approval and discretion with

1 respect 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 two hundred eighteen
5 thousand eight hundred and forty-three dollars (\$218,843) 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 Stevens, 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 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**

6 **CITY OF CONCORD, a Municipal Corporation**

7
8 By: _____
9 Name: Robert Stevens, PE
10 Title: Principal
11 Address: 1646 N. California Blvd., Suite 400
12 Walnut Creek, CA 94596
13 Telephone: (925) 940-2200

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

14 APPROVED AS TO FORM:

14 ATTEST:

15 _____
16 City Attorney

15 _____
16 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 **\$218,843**

26 Account Code: 4799500C999-74500/4792354113-74500

27 _____
28 Finance Director's Signature



March 5, 2016 (Original January 28, 2016)

Mario C. Camorongan, PE
CIP Manager
City of Concord
Engineering Services Division
1435 Gasoline Alley
Concord, CA 94520

Subject: Transforming Farm Bureau Road into a Complete Streets (Project No. 2354)

Dear Mr. Camorongan:

BKF Engineers has revised our scope of services and compensation to support the City's improvement of Farm Bureau Road into a Complete Street after our meeting to discuss the project. Our fee is consistent with CCTA's requirements that the multiplier not exceed 3.0. Additionally, our fringe and overhead rates are consistent with Federal Accounting Standards as supported by recent audit.

If we can provide any additional information, please contact me at rstevens@bkf.com or at 925.940.2209.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Stevens', is written over a light blue horizontal line.

Robert Stevens, PE
Principal

WORK PLAN

The BKF team will complete the following scope of services to transform Farm Bureau Road into a complete street. We are flexible regarding the proposed scope of work and recognize that it may be necessary to alter the scope and adjust level of effort as the project progresses and would be happy to work with you to ensure the project's successful completion.

Task 1: Preliminary Engineering

Objective: The team will investigate the site and perform field studies necessary to understand the existing conditions to refine the current 35% plans confirming potential right of way constraints.

1.1 Site Assessment and Data Collection

- A. Collect Record Data, Studies, and Information.** The team will collect all record documents and studies. We will also acquire information from public utility companies who possess infrastructure in the project area.
- B. Field Review Site Conditions.** BKF and Gates will visit the site to ensure we understand design issues and constraints. We will specifically review the following:
- Adjacent properties and connectivity including a review of pedestrian desire lines
 - Views and unique site elements
 - Community features and access
 - Safety related to CPTED principals
 - Maintenance issues
 - Drainage patterns and infrastructure
 - Potential stakeholder concerns
 - Health of existing trees and landscaping
 - Accessibility
 - Sight distance
 - Adjacent homeowner features – mailbox, fence, landscape, wall, etc.
 - Driveways

1.2 Base Mapping.

BKF will compile base mapping of along Farm Bureau Road between Wren to Walnut Avenues compiling the following:

- A. Field Survey.** BKF will complete a laser scan of the corridor creating a three dimensional model depicting surface features, structures, and topography. Our crews will collect the locations and depths of utilities as well as measure monuments to locate the public right of way based on public records. We will refine the infrastructure base map including the sizes, material types, and depth of sanitary sewer, water, storm drain, communications, and natural gas pipeline, conduits, and access points. Finally, we will complete a digital terrain model illustrating surface elevations at an accuracy of 0.01 foot for use in defining drainage patterns, accessible design, and establishing pavement cross slopes.
- B. Utility Locating and Potholing.** BKF will retain a contractor to locate existing utilities by potholing identifying potential utility conflicts. We will submit a plan and application for permit. Our field engineer will supervise the potholing contractor and record the results. We estimate that there will be ten (10) potholes necessary. All potholes will be backfilled with a controlled low strength material.
- C. Base Map.** BKF will compile a base map of the project area in AutoCAD Civil 3D format for use in final design depicting the following:

- i. Topographic features including curbs, gutters, sidewalks, trees, joint poles, street features, and surface utility appurtenances
- ii. The public right of way, survey control points, and monuments
- iii. Sizes and material types of sanitary sewer, water, storm drain, communications, and natural gas pipeline, conduits, and access points
- iv. A digital terrain model illustrating surface elevations at an accuracy of 0.01 foot for use in defining drainage patterns and accessible design
- v. Locations and types of pavement distress

1.3 Subgrade and Pavement Evaluation: Pavement Engineering will perform several studies along Farm Bureau Road to assess subsurface conditions and develop an approach to pavement rehabilitation. This work will include:

- A. Deflection Testing:** Pavement Engineering will perform deflection testing at 100-foot intervals consistent with California Test Method 356 and the California Highway Design Manual Chapter 630, topic 635. The test evaluates the pavement's existing strength and serves as the basis to determine the rehabilitation method based on street's traffic index and desired design life.
- B. Subsurface Evaluation:** Our technician will take samples below the pavement's surface to a depth of about 2 feet at intervals of 100-foot. We will acquire the thickness of the existing pavement as well as quantity and qualify the engineering properties (moisture content, R-Value, and Plasticity Index) of the subgrade soils. To evaluate alternative methods of restoration, we will evaluate admixtures such as cement or oil that we can use to increase the subgrade's R-value thereby reducing the required overlay thickness.

1.4 Hydraulic Assessment and Green Infrastructure. BKF will review potential changes to drainage patterns related to modifications to Farm Bureau Road that could alter drainage or the rate of runoff. We will complete an assessment of the drainage areas and required water quality facilities to provide green infrastructure consistent with Contra Costa County's guidelines.

1.5 Lighting Analysis. BKF will complete a photometric analysis of roadway and pedestrian scale lighting to assess vertical and horizontal light levels.

1.6 Basis of Design (35% Design Refinement). Based upon the results of the field survey, BKF will refine the layout depicted in our 35% submittal for the roadway, sidewalks, and striping to define right of way, environmental, and cost issues. We will provide the following:

- A. Plans.** We will prepare:
 - i. Revised layout plan and sections (BKF)
 - ii. Private property conform plan (BKF)
 - iii. Traffic signal phasing and layout plan (BKF)
 - iv. Illustrative Layout Plan, Sections, and Views (Gates)
 - v. Potential impacts to environmental resources
 - vi. Public utility relocation plan related to joint utility poles and water appurtenances
 - vii. Potential construction right of way requirements
- B. Cost Analysis.** The team will prepare an estimate of the improvements confirming that the scope of work is within the OBAG grant.

1.7 CEQA Assessment. BKF will provide a project description and technical support to the City's CEQA consultant performing the environmental assessment.

Task 2: Community and Stakeholder Outreach

Objective: The team will collaborate with community organizations and stakeholders to gather feedback regarding design concepts through a series of community meeting and online information.

2.1 Marketing Materials. The BKF team will assist the City staff in developing materials to inform interested parties regarding the development of Farm Bureau Road including narratives and illustrations for use in flyers and/ or press releases related to key project milestones.

2.2 Community Outreach.

A. Community Meetings. BKF will facilitate two community meetings to gather input and comments regarding the proposed concepts including mobility and street layout refinements, planting character, neighborhood connections, gateway elements and other included improvements. Our team will provide agendas, presentation materials, and meeting summary notes for all meetings as well as provide Spanish translation services. We propose the following meetings:

- i. **Review Preliminary Design.** We propose the first workshop will include an overview of the project, and key findings developed during the background information review. BKF will lead a discussion on the vision and goals for the implementation project. The goal of the meeting will be to re-engage the community constituents and reaffirm the preferred plan.
- ii. **Final Design Check-in.** A meeting near the completion of the construction documents to review the process to date and project details that require final coordination with community members and stakeholders. The Final Design Check-in may be structured in an open house format with an initial presentation.

B. Citizens Advisory Committee Meetings. To ensure neighborhood support for the project, BKF will coordinate focused meetings with key community leaders likely along Farm Bureau Road. This engagement will ensure that the City and Design Team understand the community's vision and that the community can participate in and be kept abreast of the technical decision-making process that will affect the final design plans.

- i. CAC Outreach: Working with the City, the design team will help identify and invite key community members to participate on the CAC. The consultant team will work with the City and CAC to schedule meetings at critical milestones.
- ii. CAC Meetings: We propose to facilitate two CAC meetings over the course of the project as follow:
 - a. Initial Project Scope and Vision Confirmation
 - b. Final Design Review prior to second Community Workshop
- iii. Our team will provide agendas, presentation materials, and meeting summary notes for all CAC meetings.

C. On-line Community Engagement. In order to address community and stakeholder questions and concerns through multiple mediums, we will provide content for existing City of Concord project Web site.

2.3 Stakeholders. BKF will coordinate and attend meetings with each of the following stakeholders:

- A. Mount Diablo Unified School District.**
- B. East Bay Bicycle Coalition**
- C. Bike Concord**

- D. Concord Emergency Services.** To review concerns related to revisions to street geometry particularly at intersections.
 - E. Public Utilities in Project Area.** BKF will meet with public utility companies to introduce the project and discuss potential impacts to utility infrastructure. BKF will assume that there will be up to 6 meetings with the utility companies.
- 2.4 CCTA Review.** We will attend a CCTA peer review meeting related to the 65% and 90% PS&E to support the Measure J funds. BKF will prepare a written list of comments as well as issue a memorandum describing how we have addressed the comments.

Task 3: Final Design

Objective: The team will prepare construction documents for use in bidding and construction.

- 3.1 Construction Documents.** The team will prepare Plans, Specifications, and Estimate to the 65% level integrating the provisions of the City of Concord including:
- a. Title Sheet
 - b. Construction Staging and Traffic (Pedestrian, Bicycle, Transit, and Vehicles) Plan – BKF
 - c. Public Utility Relocation Plan - BKF
 - d. Site Clearing Plan – BKF
 - e. Street and Sidewalk Layout Plan – BKF
 - f. Grading and Drainage Plan – BKF
 - g. Sign and Striping Plans – BKF
 - h. Traffic Signal Plan – BKF
 - i. Lighting Plan - BKF
 - j. Planting Plan – Gates
 - k. Irrigation Plan - Gates
 - l. General Details - Team
 - m. Project Specifications – Both City front end and technical specifications – Team
 - n. Bid Schedule and Cost Estimate - Team
 - o. The SWPPP preparation will be the responsibility of the contractor, however, BKF will provide specific requirements in the specifications and plans to control sediment during construction
- 3.2 Final Utility Coordination.** BKF will complete coordination with the public utilities detailing revised locations of their infrastructure as well as including their construction schedule into the Special Provisions.
- 3.3 Plat Maps and Rights to Enter:** BKF will prepare plat maps for each frontage along Farm Bureau Road to serve as the basis for a Right to Enter and Encroachment Agreements with the property owner.
- 3.4 Prepare 90% Plans, Specifications, and Estimate.** The team will meet with the City to review comments. We will update the plans previously prepared to the 65% level of completion.
- 3.5 Prepare Final Plans, Specifications, and Estimate.** The team will meet with the City to review comments. We will update the plans previously prepared updating the documents for bidding. BKF will provide electronic (CAD and PDF) and hardcopies (mylar, bond, and/ or velum) of all documents as requested by the City.

Task 4: Bidding and Construction Support

- 4.1 Bidding Support:** The team will assist during the bidding phase by assisting in outreach, attending the pre bid meeting, responding to contractor requests for information, and preparing bid addenda as necessary.
- 4.2 Construction Support:** The team will attend the preconstruction meeting which will discuss submittals, permit requirements, or other critical elements that the contractor must complete for the project's success. We believe our team should be involved in supporting the construction process assisting the City, construction manager, and contractor. This will include submittal review, responses to request for information, responding to unforeseen conditions, and field review meetings associated with issues that may arise with the contractor's work or requests for information on up to four occasions.

Task 5: Design Phase Management

- 5.1 General Project Management:** BKF will manage the design team as well as track progress, schedule, and budget. They will be responsible for documenting all design decisions and keeping an official record of the project. BKF will submit monthly progress reports identifying tasks completed, budget status, and issues status.
- 5.2 Quality Assurance:** An independent senior staff member will perform an independent quality control review of our documents prior to submittal.
- 5.3 Meetings:** The team will attend up to six meetings with City staff to coordinate the design and as required during construction.

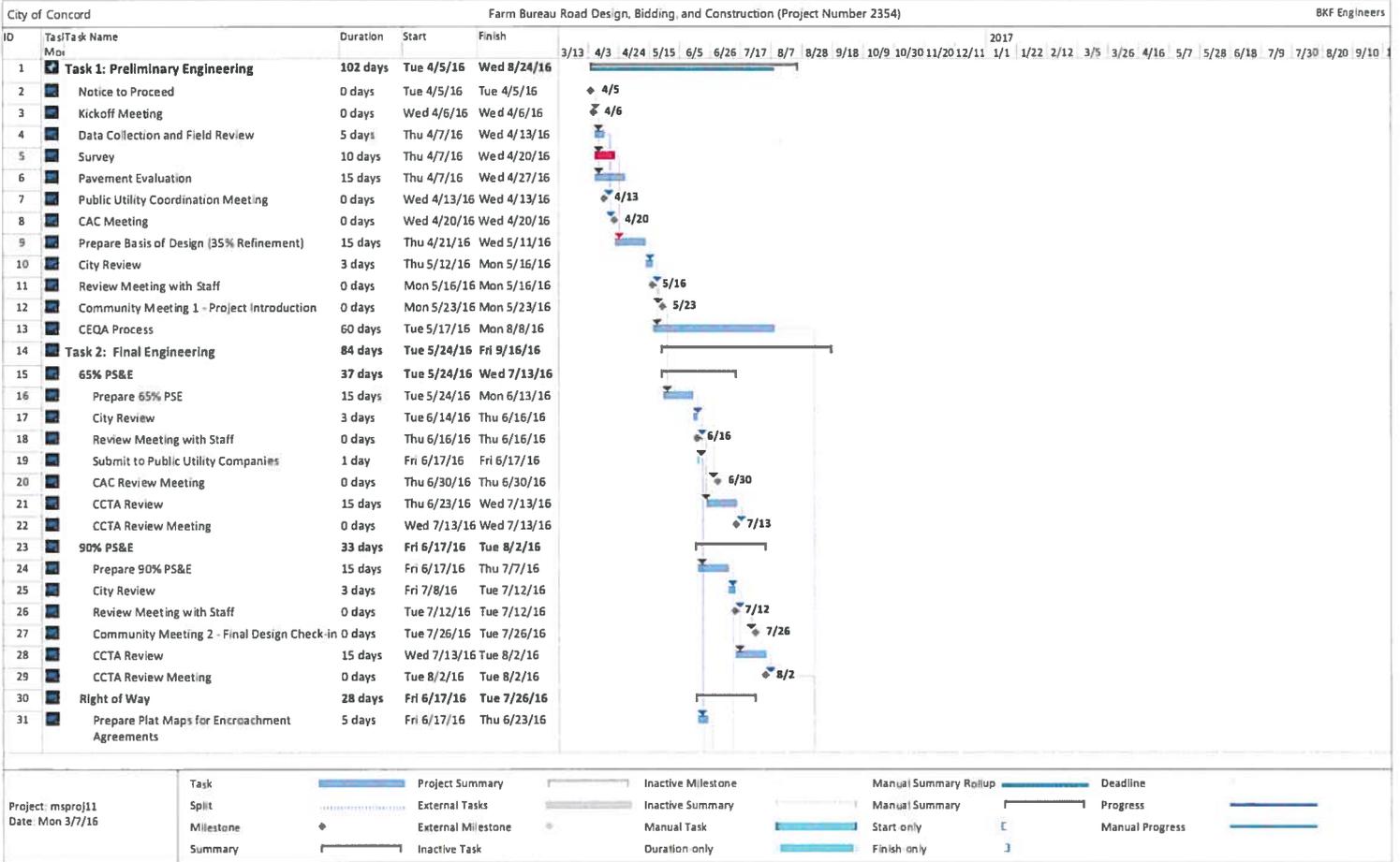
ASSUMPTIONS

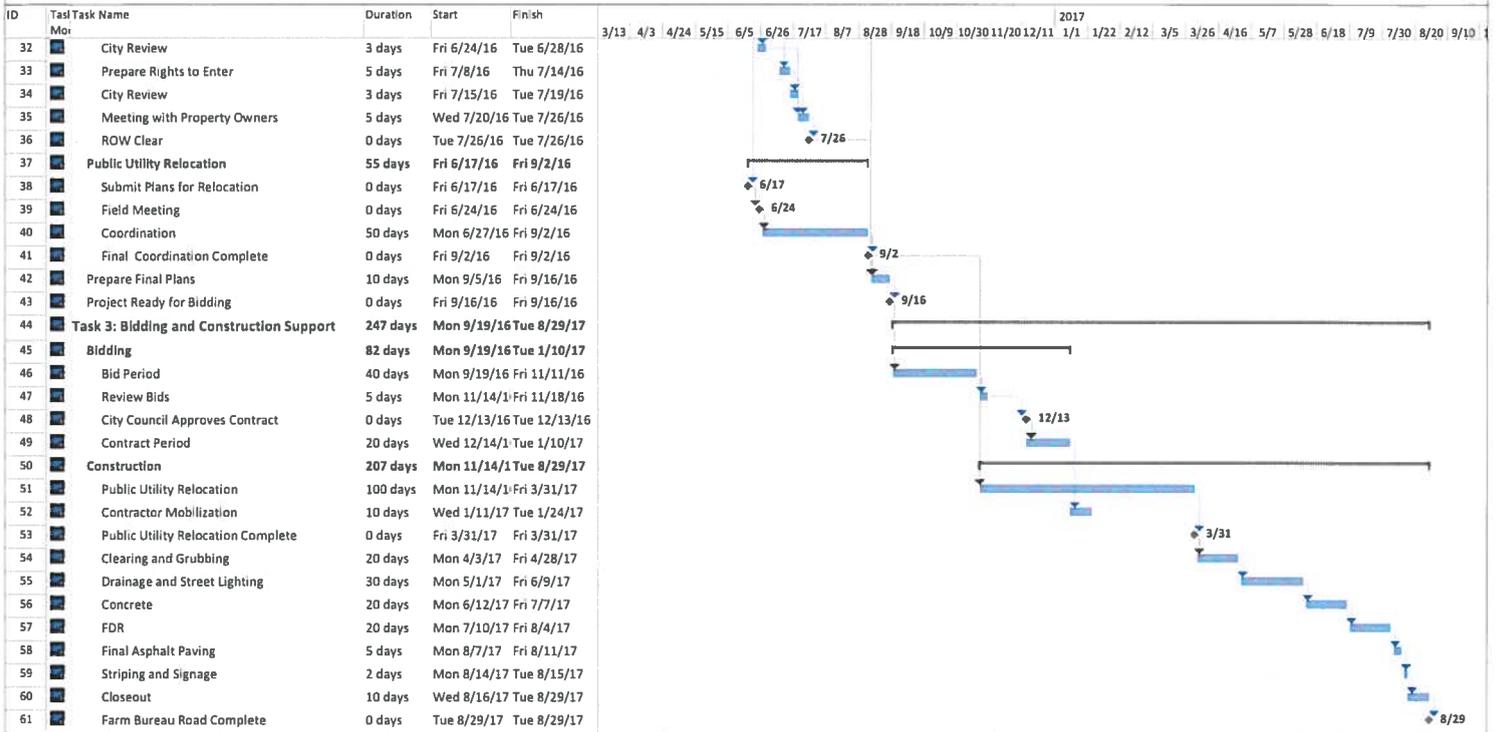
In preparing our scope of work, our team made the following assumptions:

1. The City will pay all permit fees of environmental regulatory agencies.
2. The City will either self-perform or retain a construction manager/ inspector.
3. The City will provide contact information for neighborhood councils, previous phase attendees, and stakeholders. The City will provide logistical support for meeting locations.
4. We assume right of way acquisition is not included in this project. We will attain the right to enter private property through rights to enter.

Farm Bureau Road Complete Streets Phase 2 Design and Engineering Services		BKF Engineers Project Manager - Surveyor - Engineer											Total BKF Hours	BKF Fee (\$)	Pavement Eng Geotechnical			Gates and Associates Urban/ Landscape				Total Fee (\$)	
		Principal Robert Stevens	O/A Gordon Sweet	Project Manager Dayne Johnson	Engineer 3 Michael Videra	Engineer 2 Taide Rodriguez	Engineer 1 Clara Lindberg	Utility Coord. Gerardo Avila	Transport. Eng. Jeff Wang	Outreach April Malvino	Project Surveyor Barry Williams	Field Surveyor Vaires			Principal Bill Cook	Dynalect and Coring Crew	Admin Varies	Principal David Gates	Landscape Architect	Designer Varies	Irrigation Jeff Bradshaw		
Direct Labor Rate (Actual Salary Paid)		\$75	\$68	\$58	\$48	\$40	\$36	\$55	\$68	\$55	\$55	\$78			\$70	\$85	\$25	\$58	\$61	\$39	\$40		
Fringe (Federal Audit)		61.19%													49.37%			58.90%					
Overhead (Federal Audit)		117.15%													126.98%			130.42%					
Total Fringe and Overhead (Federal Audit)		178.34%													176.35%			189.32%					
Profit (Negotiable)		8%													9%			10.00%					
Standard Multiplier (Salary+Overhead+Profit) Per Hour		3.00													3.00			3.000					
Acutal Cost Per Hour of Employee		\$225	\$204	\$174	\$144	\$120	\$108	\$165	\$204	\$165	\$165	\$234			\$210	\$255	\$75	\$174	\$183	\$117	\$120		
Task 1 Preliminary Design and Engineering																							
1.1	Site Assessment and Data Collection			6	8	8							22	\$3,159				2	6			\$4,605	
1.2	Base Mapping				4	4	40					8	120	176	\$34,814								\$34,814
1.3	Subgrade and Pavement Evaluation					4							4	\$481	2	37	2					\$10,480	
1.4	Hydraulic Assessment and Green Infrastructure			2	8	10							20	\$2,703								\$2,703	
1.5	Lighting Analysis				4	8							12	\$1,538								\$1,538	
1.6	Basis of Design (35% Documents)	1		20	36	55	24	24					160	\$22,065				8	16	20		\$28,725	
1.7	Coordinate with City's CEQA Consultant			2	2								4	\$637								\$637	
Task 1 Preliminary Design and Engineering Subtotal:		1	0	30	62	89	64	24	0	0	8	120	398	\$65,397	2	37	2	10	22	20	0	\$83,502	
Task 2 Community and Stakeholder Outreach																							
2.1	Marketing Materials				2		8			2			12	\$1,484					2	8		\$2,786	
2.2	Community Outreach																						
	Community Meetings (2)			1			4			6			11	\$1,598								\$1,598	
	CAC Meetings (2)			1			4			6			11	\$1,598				8	4	16		\$5,594	
	Online Engagment			1			4						5	\$607				6				\$1,651	
2.3	Stakeholder Coordination																						
	MDUSD									3			3	\$496								\$496	
	PGE, AT&T, Comcast					16		30					46	\$6,878								\$6,878	
	Contra Costa Water District					10		4					14	\$1,862								\$1,862	
2.4	CCTA 65% and 95% Review			6	6								12	\$1,910								\$1,910	
Task 2 Community and Stakeholder Outreach Subtotal:		0	0	9	8	26	20	34	0	17	0	0	114	\$16,433	0	0	0	14	6	24	0	\$22,775	
Task 3 Construction Documents																							
3.1	65% PS&E	1		20	30	50	24		8				133	\$18,269				2	16	32	24	\$28,169	
3.2	Final Utility Pole Relocation					10		20					30	\$4,505								\$4,505	
3.3	Plat Maps and Rights to Enter			2	10		40						52	\$6,115								\$6,115	
3.4	95% PS&E	1		20	30	40	20						111	\$15,001				2	8	24	20	\$22,021	
3.5	Final PS&E	1		4	8	20	32						65	\$7,938					6	8	8	\$10,932	
Task 3 Construction Documents Subtotal:		3	0	46	78	120	116	20	8	0	0	0	391	\$51,828	0	0	0	4	30	64	52	\$71,742	

Farm Bureau Road Complete Streets Phase 2 Design and Engineering Services  03.16.2016	BKF Engineers Project Manager - Surveyor - Engineer												Total BKF Hours	BKF Fee (\$)	Pavement Eng Geotechnical			Gates and Associates Urban/ Landscape				Total Fee (\$)
	Principal Robert Stevens	O/A Gordon Sweet	Project Manager Dayne Johnson	Engineer 3 Michael Videra	Engineer 2 Taide Rodriguez	Engineer 1 Clara Lindberg	Utility Coord. Gerardo Avila	Transport. Eng. Jeff Wang	Outreach April Malvino	Project Surveyor Barry Williams	Field Surveyor Vaires	Principal Bill Cook			Dynalect and Coring Crew	Admin Varies	Principal David Gates	Landscape Architect	Designer Varies	Irrigation Jeff Bradshaw		
Direct Labor Rate (Actual Salary Paid)	\$75	\$68	\$58	\$48	\$40	\$36	\$55	\$68	\$55	\$55	\$78			\$70	\$85	\$25	\$58	\$61	\$39	\$40		
Fringe (Federal Audit)	61.19%													49.37%			58.90%					
Overhead (Federal Audit)	117.15%													126.98%			130.42%					
Total Fringe and Overhead (Federal Audit)	178.34%													176.35%			189.32%					
Profit (Negotiable)	8%													9%			10.00%					
Standard Multiplier (Salary+Overhead+Profit) Per Hour	3.00													3.00			3.000					
Acutal Cost Per Hour of Employee	\$225	\$204	\$174	\$144	\$120	\$108	\$165	\$204	\$165	\$165	\$234			\$210	\$255	\$75	\$174	\$183	\$117	\$120		
Task 4 Bidding and Construction Support																						
4.1 Bidding Phase																						
Respond to Contractor Questions - Issue Addenda			2	4	8							14	\$1,886					4		2	\$2,858	
Review Bids			2									2	\$348								\$348	
4.2 Constructon Phase																						
Review Submittals				2	12							14	\$1,730					2		2	\$2,336	
Respond to Contractor Questions			8	16	30							54	\$7,304					4		2	\$8,276	
Field Visits				8								8	\$1,153					4		4	\$2,365	
Task 4 Bidding and Construction Support Subtotal:	0	0	12	30	50	0	0	0	0	0	0	92	\$12,421	0	0	0	0	14	0	10	\$16,183	
Task 5 Management																						
5.1 General Project Management	2		40									42	\$7,418					8			\$8,882	
5.2 Quality Assurance		8	8									16	\$3,027					2			\$3,393	
5.3 Meeting with City Staff (5)	2		10									12	\$2,192					8		8	\$4,616	
Task 5 Management Subtotal:	4	8	58	0	0	0	0	0	0	0	0	70	\$12,637	0	0	0	0	18	0	8	\$16,891	
Subtotal Labor:	8	8	155	178	285	200	78	8	17	8	120	1,065	\$158,716	2	37	2	28	90	108	70	\$211,093	
Reimbursable Expenses																						
Printing, Postage, and Travel													\$500	\$1,000			\$250				\$1,750	
Potholing Contractor													\$6,000	\$0			\$0				\$6,000	
Total Cost Per Consultant													\$165,216	\$11,000			\$42,628				\$218,843	
													75%	5%			19%				100%	
													Total Fee Allowance:							\$218,843		





Project: msproj11 Date: Mon 3/7/16

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
Split		External Tasks		Inactive Summary		Manual Summary		Progress
Milestone		External Milestone		Manual Task		Start only		Manual Progress
Summary		Inactive Task		Duration only		Finish only		