

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: June 10, 2014

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH URS CORPORATION OF OAKLAND IN THE NOT-TO-EXCEED AMOUNT OF \$49,962 TO PROVIDE CIVIL ENGINEERING SERVICES FOR PROJECT NO. 1761 (COMMERCE AVENUE EXTENSION AND BRIDGE AT PINE CREEK); AUTHORIZE ASSOCIATED BUDGET TRANSFERS IN THE AMOUNT OF \$49,962; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (FUNDED BY: OPERATIONS, MEASURE J AND GAS TAX FUNDS)

Report in Brief

Staff recommends that the City Council approve a Professional Services Agreement with URS Corporation (URS) in the not-to-exceed amount of \$49,962 to provide Civil Engineering Services for Project No. 1761 (Commerce Avenue Extension and Bridge at Pine Creek); authorize associated budget transfers in the amount of \$49,962; and authorize the City Manager to execute the agreement.

Background

Project 1761, Commerce Avenue Roadway Extension and Bridge at Pine Creek will improve traffic circulation on Willow Pass Road by providing an alternative route for motorists traveling on southbound SR-242, Concord Avenue, and eastbound Willow Pass Road. As identified in the City's General Plan, adopted by the City Council in 2003, the project will extend Commerce Avenue (a two lane road), to Waterworld Parkway and will include construction of a vehicular bridge that will span Pine Creek. The project also includes a second, separated bridge over Pine Creek to accommodate pedestrians.

The City, along with its consultants, has brought the design of the roadway extension and bridges over Pine Creek to the 90% level. The City has been working with the Contra Costa County Flood Control District (FCD), who owns and maintains Pine Creek, to address their concerns. Additional approvals are required from the Army Corps of Engineers (ACOE) due to the federal funding used for the construction of the creek and associated facilities in the area. FCD's approval is required for submittal to ACOE. FCD must indicate to ACOE that the project, when completed, will not impact the flood control facility in terms of, amongst other things, capacity, integrity and their ability to maintain the facility to the same level. Several design and right-of-way-related comments and concerns remained unresolved. Additional issues related to easement agreements and revalidation of regulatory permits required for construction remain to be resolved as well.

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH URS IN THE NOT-TO-EXCEED AMOUNT OF \$49,962 TO PROVIDE CIVIL ENGINEERING SERVICES FOR PROJECT NO. 1761 (COMMERCE AVENUE EXTENSION AND BRIDGE AT PINE CREEK); AUTHORIZE ASSOCIATED BUDGET TRANSFERS IN THE AMOUNT OF \$49,962; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

June 10, 2014

Page 2

The resolution of the comments from FCD, address of right-of-way issues with FCD and others, as well as the revalidation of regulatory permits, will require additional funds and consultant support. The funds authorized by the Contra Costa Transportation Authority (CCTA) and the City Council for the project design, have been expended and contracts with the project management firm and design team have been depleted.

City staff requested additional funds from CCTA in late 2013. CCTA responded to the City's request by asking for additional information for which the City staff has not been able to adequately respond.

With the aggregate of unresolved issues expressed above, as well as an increased desire to complete the project, the City sought out an independent look at the issues faced by the project from an outside consultant who was previously uninvolved and could give a fresh perspective on how the project could be completed. This consultant will be engaged to review all aspects of the project and provide the City with a "roadmap" on how to address all the current project challenges and get the project moving forward towards completion.

Discussion

In February and March 2014, Engineering staff met with four potential consultants to provide the needed services for Project No. 1761. Based on assessment by the Project Manager, the City Engineer, as well as the CED Director, URS is the only consultant whose team and experience provides the requisite "comprehensive" view to provide the City with the product that is required. Staff has negotiated a not-to-exceed contract in the amount of \$49,962, which includes the review of relevant project documents, interviews with key project stakeholders, detailed review of project requirements, completion of an Independent Project Review Memorandum, review of bridge design strategies, and a written Execution Plan summarizing proposed steps to move the project forward in the areas of design, permitting, right-of-way and funding requirements. The proposal includes a description of URS's understanding of the project issues and their intended approach, as well as a task-oriented matrix with deliverables for each task.

Staff anticipates that URS will begin work immediately after the execution of an Agreement, with an estimated completion date of 8 weeks after issuance of the Notice to Proceed.

Fiscal Impact

This project will require additional funding to cover costs for these consultant services. Staff has identified the following funds, which will be sufficient to fully fund this \$49,962 Professional Services Agreement:

- \$10,000 from CED Operations Funds
- \$28,271 from PJ2188 (Concord Blvd Pavement Rehab)
- \$11,691 from PJ2064 (Monument Blvd Pedestrian Improvements)
\$49,962

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH URS IN THE NOT-TO-EXCEED AMOUNT OF \$49,962 TO PROVIDE CIVIL ENGINEERING SERVICES FOR PROJECT NO. 1761 (COMMERCE AVENUE EXTENSION AND BRIDGE AT PINE CREEK); AUTHORIZE ASSOCIATED BUDGET TRANSFERS IN THE AMOUNT OF \$49,962; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

June 10, 2014

Page 3

Public Contact

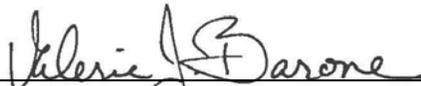
The City Council Agenda was posted.

Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement with URS Corporation (URS) in the not-to-exceed amount of \$49,962 to provide Civil Engineering Services for Project No. 1761 (Commerce Avenue Extension and Bridge at Pine Creek); authorize associated budget transfers in the amount of \$49,962; and authorize the City Manager to execute the agreement.

Prepared by: Mark Migliore, PE
Project Manager
mark.migliore@cityofconcord.org

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



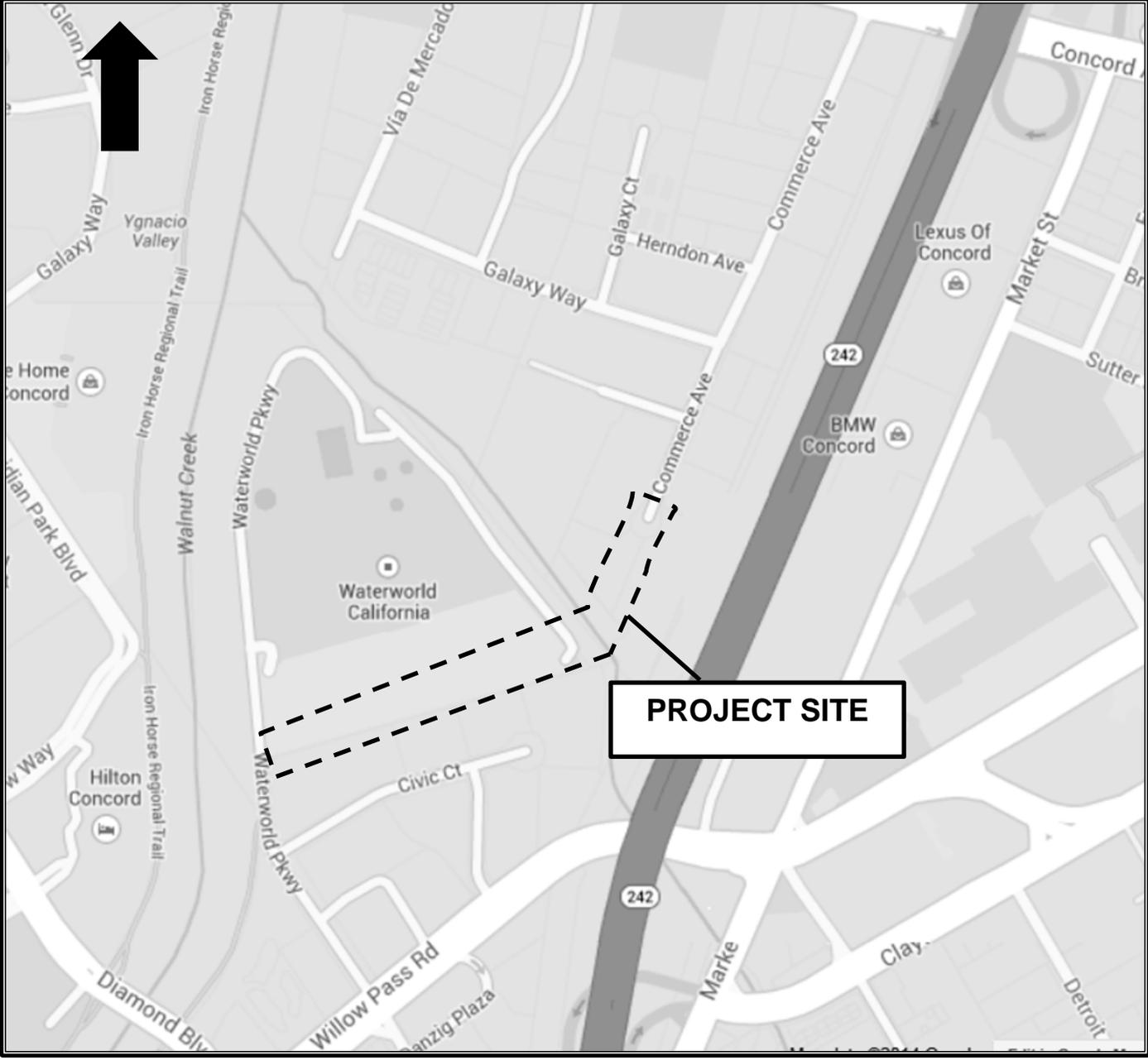
Valerie J. Barone
City Manager

valerie.barone@cityofconcord.org

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

Attachment 1: Location Map

Attachment 2: Professional Services Agreement



LOCATION MAP

PROJECT NO. 1761

COMMERCE AVENUE EXTENSION AND BRIDGE AT PINE CREEK

NO SCALE

1 THIS AGREEMENT ("Agreement") is entered into on June 4, 2014 between the City of
2 Concord ("CITY") and URS Corporation, 1333 Broadway, Oakland, CA 94612 ("CONSULTANT").

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

5 The CITY desires to contract with CONSULTANT to provide the professional services
6 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

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

9 **1. TERM.** This Agreement shall commence on June 4, 2014 and expire on June 30,
10 2015.

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

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

21 **2. SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
22 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail
23 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the
24 projects and undertakings contemplated by this Agreement.

25 **3. PAYMENT.** The compensation to be paid to CONSULTANT including payment for
26 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
27 A. However, shall in no event shall the amount CITY pays CONSULTANT exceed forty-nine
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1 thousand, nine hundred sixty-two dollars (\$49,962) for the term of this Agreement. Any Amendment
2 to this Agreement that includes an increase to this compensation amount shall be made in accordance
3 with Section 5 below.

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

10 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
11 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
12 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
13 by the City Council. The CITY's authorized representative is Robert Ovadia, City Engineer of the
14 Engineering Services Division. The CONSULTANT's authorized representative is Michael Velzy,
15 Senior Project Manager.

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

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

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

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

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

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

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

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

22 CONSULTANT's records, documents, calculations, and all other instruments of service
23 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
24 reserves the right to specify the file format that electronic document deliverables are presented to the
25 CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

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

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

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

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

15
16 To CITY: **Robert Ovadia, City Engineer**
Engineering Services Division
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3470
Fax: (925) 680-4877

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20 To CONSULTANT: **Michael Velzy, Senior Project Manager**
URS Corporation
1333 Broadway, Suite 800
Oakland, CA 94612
Phone: (510) 893-3600
Fax: (510) 874-3268

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24 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
25 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
26 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
27 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.
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1 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of
2 CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver
3 this Agreement on behalf of CONSULTANT and that such execution is binding upon
4 CONSULTANT.

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

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

11 **CONSULTANT**

12 **CITY OF CONCORD, a Municipal
13 Corporation**

14 By: _____
15 Name: Tula Economou
16 Title: Vice President
17 Address: 1333 Broadway, Suite 800
 Oakland, CA 94612
18 Telephone: (510) 893-3600

14 By: _____
15 Name: Valerie J. Barone
16 Title: City Manager
17 Address: 1950 Parkside Drive
 Concord, CA 94519
18 Telephone: (925) 671-3150

19 APPROVED AS TO FORM:

19 ATTEST:

20 _____
21 City Attorney

20 _____
21 City Clerk

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23 FINANCE DIRECTOR'S CERTIFICATION:

24 Concord, California

25 Date: _____, 2014
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I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2013/2014 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
THE SUM OF \$49,962.

Account Codes: \$10,000 from CED Operations Funds
\$28,271 from PJ2188 (Concord Blvd Pavement Rehab)
\$11,691 from PJ2064 (Monument Blvd Pedestrian Improvements)
\$49,962

Finance Director's Signature



May 22, 2014

Mr. Robert Ovadia, P.E.
Project Manager
Engineering Department
City of Concord
1435 Gasoline Alley
Concord, CA 94519

**RE: Revision 2 Proposal: Project Execution Plan for Commerce Avenue Extension Project
City of Concord, California**

Dear Mr. Migliore:

URS Corporation (URS) appreciates this opportunity to represent the City of Concord (“the City”) in preparing the project Execution Plan, which will provide the City with a written roadmap to move the proposed Commerce Avenue Extension Project forward. This proposal is a revision to the original proposal dated and submitted to the City of Concord on March 14, 2014. This revised proposal includes additional scope requested by the City of Concord via conference call with URS on Wednesday March 26, 2014.

PROJECT UNDERSTANDING

We understand from our discussions with you on March 10th and 26th that the Commerce Avenue Extension Project has had a long-time history that started back in 2003. Over that 10-year period, there have also been changes in leadership at the City (i.e., three Design Managers and five City Engineers) that have naturally made the project more challenging from a continuity perspective. On the near term, the construction drawings prepared by HDR are at the Draft Final level of completion, but have been on hold since July of 2013, due primarily to a lack of resolution on comments received from the Contra Costa County Flood Control District (“CCCFCD”) as part of their encroachment permit process. The City is now in a position to move the project forward, and has requested a proposal from URS to prepare a Project Execution Plan or “Roadmap” that will provide the necessary steps to obtain approval from the CCCFCD in order to complete the project. URS sees helping the City and their design consultant (HDR) gain this approval as a primary objective for the Project Execution Plan. Achievement of this objective would be a critical milestone in the project and place the project on a more predictable path moving forward. URS looks forward to meeting with the City to discuss other ways we may continue to be of assistance on this important project.

We further understand from our discussion with you on March 26th, that the City has reviewed URS’s original proposal dated March 14, 2014 and would like URS to incorporate the following additional scope items into their revised Proposal. For more detail regarding the general items requested below, refer to the Scope of Services section of this proposal.

- The City requests that URS to conduct an Independent Project Review to help them assess whether they are going down the right path with the current bridge design.
- In addition to the response strategy for CCCFCD mentioned in Task 2 Bullet 3 (below), the City would also like a separate the response strategy for Contra Costa Transportation Authority (“CCTA”) and the City Leadership.
- The City also requests URS to review the City’s existing right of ways and Temporary Construction Easements (“TCE’s”).

The following documents and materials have been provided to URS in order to provide the necessary background that will be used as a basis for this proposal:

1. Spreadsheet titled *Contra Costa County Flood Control, 100% Document Review Comments of Commerce Avenue Extension Project, Comments* from letter dated July 22, 2013. Spreadsheet document is dated Aug. 9, 2014.
2. Engineering Plans for Commerce Avenue Extension Project (84 plan sheets) prepared by HDR. The plan cover sheet is dated April 2013.

The following additional documents and materials have been provided to URS as a basis for this revised proposal:

1. PDF document titled *Scans of TCE's only 3-27-14* (30 pages).
2. List of requirements from CCTA to the City forwarded to URS by email on March 28, 2014, explaining specific requirements that would need to be provided by the City in order for CCTA to consider the City’s request for additional funding.

TEAM STRUCTURE AND QUALIFICATIONS

URS is recognized nationwide as an expert for our capabilities in the areas of civil, structural, water and transportation engineering. Our technical skillset coupled with our depth of resources have proven to be a successful combination in completing projects similar to this one for a wide range of municipal clients.

This project will be served out of our Concord and Oakland offices. We are pleased to bring a select group of seasoned professionals capable of providing the City of Concord with the necessary expertise to help move this project toward completion. URS is familiar working with the City of Concord, as we are currently in the process of setting up an MSA with Mr. Ray Kuzbari to provide on-call transportation and other civil related services. Moreover, Mike Velzy and Robert Ovadia have worked together for the past 8 years on projects outside the City. We understand the importance of this project to the City of Concord, and will act as an extension of your team, providing the technical resources and know-how you need to move this project forward.

We have selected a project team comprised of civil, structural and transportation engineers as well as a regulatory and funding specialist to help address permitting and funding requirements respectively. The following key team members have been assembled to best execute this task.

Key team members for this task are as follows:

- Mr. Michael Velzy, P.E.- Client Account Manager
- Mr. Bill Beaman, P.E.-Project Manager/Senior Civil Engineer
- Mr. Chao Gong, P.E., S.E.– Structural Bridge Engineer
- Ms. Darcy Kremin-Permitting Specialist
- Mr. Craig Smith, P.E. -Water Resources Engineer-QA/QC
- Mr. Cliff Owyong, P.E., S.E., SECB -Principal Structural Engineer-QA/QC

The above key personnel represent a wide range of expertise that we can bring into the project as required. The day to day project activities will be managed by Bill Beaman with support from qualified mid-level engineering and permitting staff at URS in Oakland in an effort to provide high quality work that hits the mark by meeting schedule and budget.

SCOPE OF SERVICES

URS will review the following information associated with the Commerce Avenue Extension Project. This information has either already been provided or will be requested from the City by URS. We expect that this information will include, but not be limited to the following:

Task 1: Conduct Document Review and Project Stakeholder Interviews

In this task, URS will meet with relevant project stakeholders and review relevant project documents. Efforts include:

- URS will meet with the City of Concord and HDR to discuss the completion, permitting and funding status of the project.
- Review spreadsheet titled Contra Costa County Flood Control, 100% Document Review Comments of Commerce Avenue Extension Project, Comments from letter dated July 22, 2013
- Review engineering Plans for Commerce Avenue Extension Project (84 plan sheets)Review list of requirements from CCTA previously provided to URS.
- Obtain and review any comments from City leadership. To be provided to URS by the City.
- URS will review the permitting requirements for the agencies having jurisdiction (AHJ) specifically with respect to the required work in Pine Creek. Provide assistance to the City to determine what permits are needed to work in the Pine Creek Right of Way. URS will also determine what permits have been obtained, are in process and still need to be applied for. For the permits already obtained, URS will review to confirm the proposed work in Pine Creek is covered.
- Pre-design information developed and summarized by HDR (provided to URS by the City) that shows the process that led to the particular bridge alternative being chosen.

- URS will assist the City in determining next steps for completing the Caltrans revalidation process.
- URS will prepare an Independent Project Review memorandum summarizing the findings from above.

Task 2: Prepare Project Execution Plan

In this task, URS will prepare a project execution plan (roadmap). Efforts include:

- Evaluate opportunity to coordinate prefabricated pedestrian bridge with similar prefabricated steel vehicular bridge. Evaluate the feasibility of a precast vehicular bridge design alternative.
- URS to review updated labor cost estimate and schedule prepared by HDR and provided to URS by the City of Concord. City to request an updated labor cost estimate and schedule from HDR in order to define the remaining labor and time necessary to respond specifically to the comments contained in CCCFCD's July 22, 2013 comment spreadsheet and revise the plans accordingly to meet their requirements..
- URS to assist with the development of a response strategy to be used by the City and HDR in their response to CCCFCD's comment letter.
- URS to assist the City with the development of a response strategy to address the CCTA's request for additional information. CCTA's list of requirements to the City include the need for a funding plan, a detailed milestone plan up to the point of construction and a written explanation of the City's approach to prepare the funding and milestone plan as well as defining the risks associated with moving the plan forward.
- URS will assist the City with the development of a response strategy that can be used in responding to the City Manager and other stakeholders within the City leadership.
- URS will provide a non-technical/non-mapping based review of the City's existing right of ways and Temporary Construction Easements ("TCE's") for the project from Sta 10+00 to Sta 27+00 for the proposed Commerce Avenue portion and from Sta 26+00 to Sta 30+00 on Waterworld Parkway in order to confirm that sufficient permanent right of way is in place to accommodate the proposed design and sufficient temporary easements have been established to accommodate the construction. The expiration dates will be determined for each of the TCEs and the City will be notified if any require extending the dates.
- Provide independent evaluation of the project's completion status including engineering and permitting.
- Prepare written Execution Plan incorporating elements above and summarizing proposed steps to complete response to comments from CCCFCD, CCTA and City leadership.

DELIVERABLES

- Independent Project Review memorandum
- Project Execution Plan outlining the proposed process necessary to respond to CCCFCD, CCTA and City leadership and provide a definitive path forward towards project completion.

ASSUMPTIONS

- The scope of work contained in this Proposal is specifically for the purpose of advancing the project to the point where CCCFCD has provided their approval on HDR's response to comments, CCTA has received the information requested from the City and City leadership is comfortable with the direction the project is moving. Services beyond this milestone are not part of this work and will be negotiated separately with the City.
- Costs associated with advancing progress or obtaining approval from agencies other than CCCFCD is not included.
- In accordance with the City's request, URS's role is to provide a roadmap to move the project forward and will not include technical review or oversight.
- Costs associated with this proposal assume the project duration will not exceed 8 weeks. If a longer duration is needed, URS will work with the City to extend the contract prior to additional fees being incurred.
- Costs do not include preparing a response to CCCFCD comments. The response to CCCFCD comments, as before, will be prepared by the City's design consultant HDR.
- The City of Concord will furnish any documents or information that may be required to complete the research aspect of this scope.
- The work performed under this proposal shall not create a conflict of interest or preclude URS from competing for any services.

SCHEDULE

Contingent upon the City of Concord executing an agreement and issuing a Notice to Proceed, URS will commence the services described herein.

URS will provide a draft deliverables as indicated above within (8) weeks of NTP and a final deliverables within (1) week of receipt of comments on draft deliverables.

Should circumstances or conditions result in a schedule change, URS will provide the Scope of Work on a mutually agreed upon schedule.

BUDGET & COMPENSATION

URS' fee for these as-needed services not including additional services shall be on a time and materials/not-to-exceed (T&M) NTE basis for an amount of **\$49,962**. As discussed on our March 26th call, URS has incorporated the additional scope items requested by the City and revised the

cost and proportion of labor used in order to establish a new cost that is below the original cost including optional services. The City of Concord, will be notified in advance if any work is proposed or deemed necessary beyond the current scope and budget noted in this proposal and will only proceed with the City of Concord's approval.

URS's current fee schedule and labor estimate have been provided as an attachment to this Proposal. The estimate of hours is approximate based on our current understanding of the project. Hours included in the estimate may change based on availability of staff and project needs. The attached fee schedule shall be used for any approved additional efforts or costs incurred. Additional T&M scope additions may be negotiated and amended on an as-needed basis.

CONTACT

Thank you for the opportunity to submit this proposal and serve the City of Concord. Please feel free to contact Mike Velzy, by phone at (510) 874-3138 or via e-mail at michael.velzy@urs.com, or Bill Beaman, by phone at (510) 874-3164 or via email at bill.beaman@urs.com if you have any questions.

Thank you for your time and consideration. We look forward to working with you.

Sincerely,

URS CORPORATION



Michael E. Velzy, P.E.
Senior Project Manager



Bill Beaman, P.E.
Senior Civil Engineer



Tula Economou, P.G.
Vice President

Attachments Fee Estimate dated 5/22/14 and 2014 Schedule of Fees and Charges

**COST ESTIMATE - REVISION 2
COMMERCE AVENUE EXTENSION
CITY OF CONCORD, CALIFORNIA
MAY 22, 2014**

City of Concord Project Execution Plan-Concord, CA	POSITION DESCRIPTION STAFF LABOR RATES	Civil Engineering						QA/QC		Total Hours	Total Cost	
		Senior Civil Engineer B. Beaman \$192.00	Senior Project Manager M. Veizy \$192.00	Structural Engineer C. Gong \$192.00	Professional K. Tingwald \$137.00	Regulatory Specialist D. Kremin \$192.00	Staff Admin. M. Walden \$77.00	Principal Engineer C. Ouyoung \$263.00	Principal Engineer C. Smith \$263.00			
TASK 1: CONDUCT DOCUMENT REVIEW (2 Wk. duration)												
Meet with the City of Concord and their consultant (HDR) to discuss the project		2	2								4	\$768
Review spreadsheet titled Contra Costa County Flood Control, 100% Document Review Comments of Commerce Avenue Extension Project, Comments from letter dated July 22, 2013		2									2	\$384
Review Engineering Plans for Commerce Avenue Extension Project (84 plan sheets)		2		2	1						5	\$905
URS will review the permitting of the agencies having jurisdiction (AHJ) specifically for the required work in Pine Creek. Determine what permits are needed to work in the Pine Creek Right of Way. Determine what permits are in process and yet to be obtained		2	1						1		4	\$839
Review bridge pre design information developed and summarized by HDR (provided to URS by the City) that shows the process that led to the particular bridge alternative being chosen		3				2		12			17	\$3,154
Research additional funding programs that project may qualify for and verify application due date is suitable to the project.		2		8					1		13	\$2,457
URS will provide assistance to the City in determining next steps for the Caltrans revalidation process		5		2							7	\$1,344
URS to prepare independent Project Review memorandum summarizing findings above		8		1							9	\$1,728
TASK 2: PREPARE EXECUTION PLAN (6 Wk. duration)		26	3	13	5	12					63	\$12,105
Evaluate opportunity to coordinate prefabricated pedestrian bridge with similar prefabricated vehicular bridge. Evaluate the feasibility of using a precast vehicular bridge alternative. No design work included in this task.		5		30			2				39	\$7,378
URS to review updated labor cost estimate and schedule prepared by HDR and provide to URS by the City of Concord. City to request an updated labor cost estimate and schedule from HDR in order to define the remaining labor and time necessary to respond specifically to the comments contained in CCCFCD's July 22, 2013 comment spreadsheet and revise the plans accordingly to meet their requirements.		6								2	8	\$1,306
URS to assist with the development of a response strategy that will be used by the City and HDR to respond to the CCCFCD comment letter		6									6	\$1,152
URS to assist the City with the development of a response strategy to address Contra Costa Transportation Authority's (CTTA) request for additional information. CCTA's list of requirements to the City include the need for a funding plan, a detailed milestone plan up to the point of construction and a written explanation of the City's approach to prepare the funding and milestone plan as well as defining the risks associated with moving the plan forward		12	2								14	\$2,688
URS will assist the City with the development of a response strategy that can be used in responding to the City Manager and other stakeholders within the City leadership		8	2								10	\$1,920
URS will provide a non-technical/non-mapping based review of the City's existing right of ways and Temporary Construction Easements ("TCE's") for the project from Sta 10+00 to Sta 27+00 for the proposed Commerce Avenue portion and from Sta 26+00 to Sta 30+00 on Waterworld Parkway in order to confirm that sufficient permanent right of way is in place to accommodate the proposed design and sufficient temporary easements have been established to accommodate the construction. The expiration dates will be determined for each of the TCEs and the City will be notified if any require extending the dates.		10					4				14	\$2,468
Provide independent evaluation of the project's completion status including engineering and permitting		6						6			16	\$2,852
Prepare written Execution Plan incorporating elements above and summarizing proposed steps to complete response to CCCFCD, CCTA and City leadership comments and obtain CCCFCD permit.		32	1	2	8	2					51	\$9,406

**COST ESTIMATE - REVISION 2
 COMMERCE AVENUE EXTENSION
 CITY OF CONCORD, CALIFORNIA
 MAY 22, 2014**

City of Concord Project Execution Plan-Concord, CA	POSITION DESCRIPTION	Civil Engineering						Regulatory Specialist	Staff Admin.	QA/QC		Total Hours	Total Cost
		Senior Civil Engineer	Senior Project Manager	Structural Engineer	Professional	Principal Engineer	Principal Engineer						
	STAFF LABOR RATES	B. Bearman \$192.00	M. Velzy \$192.00	C. Gong \$192.00	K. Tingwald \$137.00	D. Kremm \$192.00	M. Walden \$77.00	C. Owyong \$263.00	C. Smith \$263.00				
	Subtotal	85	5	32	18	10	4	2	2		156	\$29,170	
	PROJECT MANAGEMENT AND QA/QC (Concurrent)												
	Project Management (1hr/wk for 8 weeks)	8					2				10	\$1,690	
	Preliminary Coordination (incl. 1 additional 2 hr meeting in 8 wk period)	2									2	\$394	
	Email correspondence with City (1/2 hr/week for 8 weeks)	2				1					3	\$576	
	Calls with City and HDR (1- 1/2 hr call/wk for 8 weeks)	2	1					1			4	\$839	
	Provide Overall Senior Review		2								3	\$576	
	ITR, QA/QC (Document Review)	1									5	\$1,173	
	Project billing, quality management, internal progress meetings (1/2hr/wkx8wks)	4	1			2	4		2		9	\$2,083	
	Administrative tasks (1hr/wk for 8 wks)						8				8	\$1,076	
	Subtotal	19	4	0	0	3	14	7	2		49	\$6,437	
	Total Hours	130	12	45	23	25	18	12	5		270	\$49,712	
	Total Cost (\$)	24,960.00	2,304.00	\$8,640.00	\$3,161.00	4,800.00	1,386.00	3,166.00	1,316.00				
	Expenses/ODCs (Copies, mileage, reproduction, misc.)												
	Subtotal											\$250	
												\$260	
												\$49,962	

**URS CORPORATION
BAY AREA OPERATIONS
2014 SCHEDULE OF FEES AND CHARGES**

The following describes the basis for compensation for services performed during the fiscal year 2014. This Schedule of Fees and Charges will be adjusted annually on January 1st to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rates</u>
Clerk*	55
Staff Administrator*	77
Word Processor/Project Assistant/Editor*	100
CADD Technician/Illustrator*	87
Project Administrator/Controller Technician*	114
Sr. CADD Technician/Sr. Illustrator/Designer*	89
Sr. Technician*	128
Sr. Designer/Lab, Field, or CADD Supervisor	124
Staff Professional	142
Professional	100
Project Professional	137
Senior Project Professional	168
Consulting Project Professional	192
Project Manager	216
Senior Project Manager	195
Principal Professional/Project Director	224
	263

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staffs are performing field work on projects, a minimum daily charge of 4 hours will apply.

When URS staff appear as expert witnesses at court trials, arbitration hearings and depositions, their time will be charged at \$375 per hour.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel (classifications identified by an asterisk “*”) will be charged at 1.3 times the above hourly rates.

URS LABORATORY SERVICES

The charges for laboratory testing performed at URS facilities set forth in the accompanying Signet Testing Labs Fee Schedule.

OTHER PROJECT CHARGES

Subcontracts and other Non-Salary Expenses

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project, will be charged at cost plus 10%.

Document Reproduction

In-house reproduction will be charges a \$0.10 per page for black and white, and \$1.00 per page for color.

In addition to the above, the following charges will apply to plots generated by the CADD and GIS systems.

<u>Plot Size</u>	<u>Paper</u>	<u>Mylar</u>
Smaller than D-size	\$3.00	\$9.00
D-size	\$6.00	\$18.00
Larger than D-size	\$1.00/ft ²	\$3.50/ft ²

Specialized Equipment

The use of specialized URS equipment will be the fixed rental rates consistent with prevailing market rates.

Vehicles and Mileage

The mileage charges for personal vehicles used on project assignments will be the current mileage rate established by the Internal Revenue Service for tax purposes.

URS owned vehicles used on project assignments will be charged at \$90 per day, with a minimum charge of one-half day.

This Fee Schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.