

**REPORT TO MAYOR AND CITY COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: November 18, 2014

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FEHR AND PEERS CONSULTING OF WALNUT CREEK IN THE NOT-TO-EXCEED AMOUNT OF \$375,216.62 TO PROVIDE PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR PROJECT NO. 2293 (UPGRADE EXISTING AND INSTALL NEW TRAFFIC SIGNALS AND RELATED IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY OF CONCORD – PHASE 1) AND PROJECT NO. 2285 (UPGRADE EXISTING AND INSTALL NEW TRAFFIC SIGNALS AND RELATED IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY OF CONCORD – PHASE 2); AND APPROVE THE CONSOLIDATION OF VARIOUS CITY COUNCIL APPROVED TRAFFIC SIGNAL PROJECTS INTO PROJECT NO. 2285 INCLUDING THE CONSOLIDATION OF THE PROJECTS’ BUDGETS (FUNDED BY: HSIP, CMAQ, PROP. 111 & MEASURE J FUNDS)

Report in Brief

The projects included in this report are recipients of various federal funding grants, administered by Caltrans, including Highway Safety Improvement Program (HSIP) funds and Congestion Management Air Quality (CMAQ) funds. During a recent field visit, Caltrans requested that staff combine all aspects of the City’s four HSIP projects and the design of the CMAQ project because of their similar project scopes and funding sources, allowing the City to achieve a better economy of project costs. The five projects will be consolidated under two project numbers. The CMAQ project will retain its own number (PJ2293-Phase 1), with the remaining HSIP projects being combined under another number (PJ2285-Phase 1). The projects will be designed concurrently under the same design contract. The CMAQ project has a more expedited construction schedule requirement, so after the design of Phase 1 is complete it will be released for bid while the design for the remaining traffic signals (Phase 2), is completed.

Staff recommends that the City Council:

1. Approve a Professional Services Agreement with Fehr & Peers Consulting in the Not-to-Exceed Amount of \$375,216.62 to provide Professional Engineering and Design Services for Project No. 2293 (Upgrade Existing and Install New Traffic Signals and Related Improvements at Various Locations in the City of Concord – Phase 1) and Project No. 2285 (Upgrade Existing and Install New Traffic Signals and Related Improvements at Various Locations in the City of Concord – Phase 2);
2. Approve the Consolidation of Various City Council Approved Traffic Signal Projects Into Project No. 2285 (Upgrade Existing and Install New Traffic Signals and Related Improvements at Various Locations in the City of Concord – Phase 2);
3. Approve the Consolidation of the Projects’ Budgets; and
4. Authorize the City Manager to execute the Agreement.

**APPROVE THE CONSOLIDATION OF VARIOUS CITY COUNCIL
APPROVED TRAFFIC SIGNAL PROJECTS INCLUDING THE PROJECT
BUDGETS, AND APPROVE A PROFESSIONAL SERVICES
AGREEMENT WITH FEHR AND PEERS CONSULTING**

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Background

The City Council approved the following CIP projects as part of the FY 2013-14 and FY 2014-15, CIP Program:

HSIP Funded

- Project No. 2283 (Install Traffic Signal at Oak Grove Rd/Smith Ln),
- Project No. 2285 (Willow Pass Rd and Nearby Intersections Traffic Signal Upgrades),
- Project No. 2286 (Concord Boulevard Traffic Signal Upgrades at Sixth St, at Farm Bureau Rd, at Clayton Way, and at West St)
- Project No. 2315 (Install Traffic Signal at Treat Blvd/San Miguel Rd).

CMAQ Funded

- Project No. 2293 (Install Traffic Signal at Oak Grove Rd/Sierra Rd)

The purpose of these projects is to improve the safety of vehicular, bicycle and pedestrian traffic by installing new and upgrading existing traffic signals to meet current California Manual on Uniform Traffic Control Devices (CAMUTCD) standards. These projects will also install new pedestrian curb ramps (at the new traffic signal locations) or repair and upgrade existing deficient pedestrian curb ramps to meet current ADA standards.

Staff recently attended the first field review visit with Caltrans which included all of the above HSIP and CMAQ project locations. Because of the similar project scope and funding sources, as well as to achieve a better economy of project costs, Caltrans requested that staff combine all aspects of the four HSIP projects and the design of the CMAQ project. The five projects will be consolidated under two project numbers (the CMAQ project will retain its own number, PJ2293-Phase 1) and will be designed concurrently under the same design contract. The CMAQ project has a more expedited construction schedule requirement, so after the design of Phase 1 is complete it will be released for bid while the design for the remaining traffic signals (Phase 2), is completed. Based on Caltrans request, the new project names and numbers will be:

- Project No. 2293 (Upgrade Existing and Install New Traffic Signals and Related Improvements at Various Locations in the City of Concord – Phase 1), and
- Project No. 2285 (Upgrade Existing and Install New Traffic Signals and Related Improvements at Various Locations in the City of Concord – Phase 2)

Discussion

On August 18, 2014, staff issued a Request for Proposals (RFP) to select a design consultant in accordance with approved Caltrans procedures for federally funded projects. A total of six proposals were received and a selection committee comprised of three registered civil engineers from City staff reviewed the proposals and recommended that four (4) firms should be invited to participate in panel interviews.

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Panel interviews were held on September 24 and 26, 2014, and the committee rated Fehr & Peers Consulting (Fehr & Peers) of Walnut Creek as the most qualified firm to provide the Professional Engineering and Design Services for these projects. Fehr & Peers successfully designed Project No. 2015 (Treat Boulevard/Oak Grove Plaza Signal) which was a federally-funded traffic signal project for the City in 2007. Fehr & Peers is also currently working as a sub-consultant of RBF Consulting on the design of the new traffic signal at Clayton Rd/Sutter St, which is part of Project No. 2239 (Central Downtown Pedestrian Improvement & Streetscape Project).

Fehr & Peers has submitted a proposal in the not-to-exceed amount of \$375,216.62 for the Professional Engineering and Design Services (\$101,042.07 for PJ2293, and \$274,174.55 for PJ2285). Staff has reviewed the proposal and determined that Fehr & Peers assumption of time necessary to complete the project, as well as their rates, allocation of hours and total costs are reasonable. Caltrans procedures require establishment of a Disadvantage Business Enterprise (DBE) goal based on the tasks involved and availability of registered DBE firms in the area. A DBE goal of 8% was established for the design portion of these projects and Fehr & Peers' proposal includes a DBE participation rate of 9.3% for PJ2285 and 26.6% for PJ2293, far exceeding the goal. Fehr & Peers and their project team have verified that they have the staff available and are ready to begin work on these projects immediately.

Fiscal Impact

The project budgets are sufficient to fully fund the cost of this work. Project No. 2293 (Various Locations in the City of Concord – Upgrade Existing and Install New Traffic Signals, and Related Improvements Including ADA Upgrades – Phase 1) is predominantly funded by the federal CMAQ funds with a local match requirement of \$13,083, funded with Prop. 111 funds. Project No. 2285 (Various Locations in the City of Concord – Upgrade Existing and Install New Traffic Signals, and Related Improvements Including ADA Upgrades – Phase 2) is predominantly funded by the federal HSIP funds with a local match requirement of \$28,178, funded with Measure J and Prop. 111 funds.

The combining of the four HSIP projects into Project No. 2285 will require consolidation of the project budgets:

PJ #	Transfer from Fund #	Amount	Transfer to Fund #
PJ2283	4022283	\$66,900	4022285
PJ2283	4752283	\$7,500	4752285
PJ2286	2612286	\$25,100	2612285
PJ2286	4022286	\$30,000	4022285
PJ2315	4022315	\$67,500	4022285

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Public Contact

The Notice to Consultants describing the Request for Proposal and the project was published in the Contra Costa Times on Monday, August 18, August 25, and September 1, 2014. The City Council Agenda was posted.

Recommendation for Action

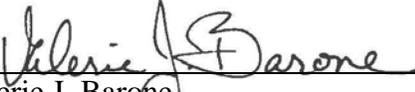
Staff recommends that the City Council:

1. Approve a Professional Services Agreement with Fehr & Peers Consulting in the Not-to-Exceed Amount of \$375,216.62 to provide Professional Engineering and Design Services for Project No. 2293 (Upgrade Existing and Install New Traffic Signals and Related Improvements at Various Locations in the City of Concord – Phase 1) and Project No. 2285 (Upgrade Existing and Install New Traffic Signals and Related Improvements at Various Locations in the City of Concord – Phase 2);
2. Approve the Consolidation of Various City Council Approved Traffic Signal Projects Into Project No. 2285 (Upgrade Existing and Install New Traffic Signals and Related Improvements at Various Locations in the City of Concord – Phase 2);
3. Approve the Consolidation of the Projects' Budgets; and
4. Authorize the City Manager to execute the Agreement.

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

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

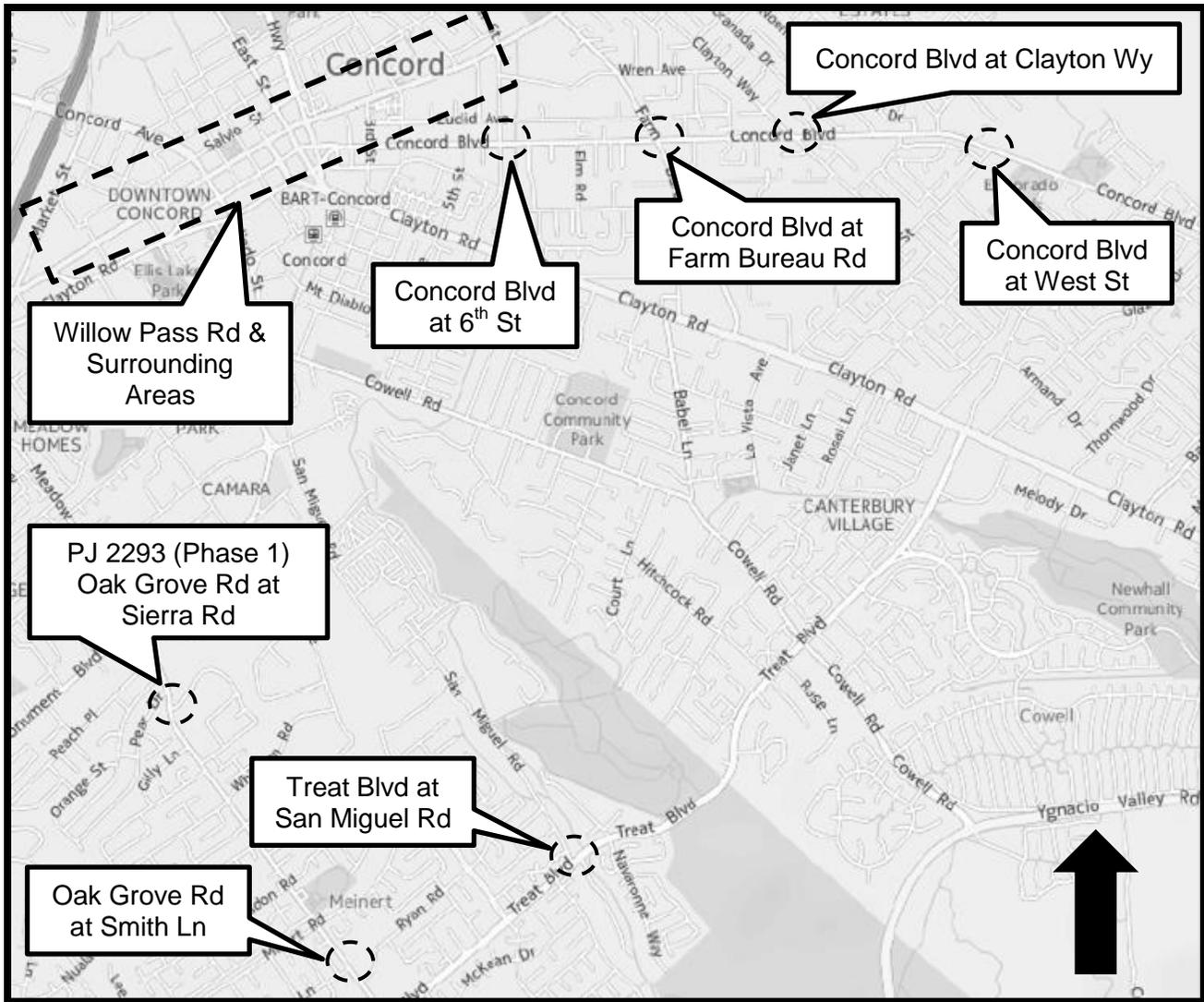
Reviewed by: Victoria Walker
Dir. of Comm. & Econ. Dev.
victoria.walker@cityofconcord.org



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

Attachment 1: Project Location Map

Attachment 2: Professional Services Agreement



LOCATION MAP

PROJECT NO. 2293

UPGRADE EXISTING AND INSTALL NEW TRAFFIC SIGNALS AND RELATED IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY OF CONCORD – PHASE 1

(Install Traffic Signal – Oak Rd at Sierra Rd)

PROJECT NO. 2285

UPGRADE EXISTING AND INSTALL NEW TRAFFIC SIGNALS AND RELATED IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY OF CONCORD – PHASE 2

(Concord Blvd – Upgrades: at Sixth St, Farm Bureau Rd, Clayton Way and West St)
(Willow Pass Rd & Surrounding areas – Upgrades: at Galindo St, Grant St, Parkside Dr, and Sixth St. Also includes: Market St at Fry Way, and East St at Salvio St)
(Install Traffic Signals – Oak Grove Rd at Smith Lane, and Treat Blvd at San Miguel Rd)

NO SCALE

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on **November 18, 2014** between the City
2 of Concord (the "CITY") and **Fehr & Peers**, 100 Pringle Ave, Suite 600, Walnut Creek, California
3 94596 (the "CONSULTANT").

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

6 The CITY desires to contract with **Fehr & Peers** and **Fehr & Peers** to contract with the CITY
7 for provision by **Fehr & Peers** to the CITY for professional services in connection with **Project No.**
8 **2293 and Project No. 2285 (Upgrade Existing and Install New Traffic Signals and Related**
9 **Improvements at Various Locations in the City of Concord – Phase 1 & 2)** as further described
10 herein, upon the terms and conditions hereinafter set forth.

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

13 **1. Effective Date.** The effective date of this Agreement is **November 18, 2014**.
14 **2. Services.** CONSULTANT shall provide Professional Engineering and Design
15 Services for Project No. 2293 and Project No. 2285 (Upgrade Existing and Install New Traffic Signals
16 and Related Improvements at Various Locations in the City of Concord – Phase 1 & 2) described in
17 detail in Exhibit A, proposal from **Fehr & Peers** dated October 9, 2014 attached hereto and made a
18 part hereof.

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

24 **4. Authorized Representatives.** Authorized representatives shall represent CITY and
25 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by
26 CONSULTANT under this Agreement except where approval for the CITY is specifically required by
27 the City Council. All requirements of CITY pertaining to the services to be rendered under this
28 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall

1 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will
2 result in the performance of such work without delay.

3 CITY's authorized representative is authorized to execute on behalf of CITY, amendments to
4 the agreement, including amendments providing for additional compensation to CONSULTANT, not
5 to exceed \$40,000, throughout the remaining term of the agreement. The City Manager is authorized
6 to execute amendments to the agreement on behalf of CITY, including additional compensation to
7 CONSULTANT, in an amount not to exceed \$50,000, throughout the remaining term of the
8 agreement and term adjustments as provided for in Section 6. Any amendments providing for
9 additional compensation or extension of the term of this agreement beyond that authorized in Section
10 6 must be approved by the City Council.

11 The CITY authorized representative is Robert Ovadia, P.E., City Engineer of the Community
12 and Economic Development Department - Engineering Services. The CONSULTANT authorized
13 representative is Josh Peterman, Project Manager.

14 **5. Compensation.** CONSULTANT shall be compensated on a time and materials basis
15 not to exceed **\$375,216.62** for basic services rendered under Section 2, as more particularly described
16 in Exhibit A, Compensation; and CONSULTANT shall be compensated for additional services
17 rendered under Section 3, as more particularly described in a fully approved and executed addendum
18 to this Agreement.

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

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

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

1 The CITY's Authorized Representative or City Manager may extend the term of the agreement
2 for a period not to exceed 12 months if necessary for the CONSULTANT to complete the Scope of
3 Work or any additional Scope of Work previously authorized by the CITY. Such Extension of time
4 shall be in writing by a duly executed addendum or amendment to this agreement.

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

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

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

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

1 requirements.

2 **10. Indemnification.** Consultant agrees to defend, indemnify, and hold harmless the City,
3 its officers, representatives, agents, employees and volunteers from and against any and all claims,
4 demands, actions, losses, damages, injuries and liability (including attorney fees and other expenses)
5 arising out of the negligent acts, errors, omissions, recklessness or willful misconduct of
6 CONSULTANT in the performance of this Agreement.

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

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

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

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

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

28 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain

1 the following provisions:

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

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

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

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

28 **12. Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,

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

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

13 **14. 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
17 employment because of race, religion, color, sex, or national origin. Such actions shall include,
18 but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer;
19 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of
20 compensation; and selection for training including apprenticeship.

21 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply with all
22 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
26 materials or leases of equipment, each potential subcontractor, supplier or lessor shall be
27 notified by CONSULTANT of CONSULTANT'S obligation under this Agreement and the
28 regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or

1 national origin.

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

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

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

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

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

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

1 CONSULTANT and CITY, whether oral or written.

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

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

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

14 To CITY

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

18 To CONSULTANT

Josh Peterman
Fehr & Peers
100 Pringle Avenue, Suite 600
Walnut Creek, CA 94596
Phone: (925) 930-7100
Fax: (925) 933-7090

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

24 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

26 By: _____

By: _____

27 Name: Josh Peterman
28 Title: Project Manager

Name: Valerie Barone
Title: City Manager

1 Address: 100 Pringle Avenue, Suite 600
2 Walnut Creek, CA 94596
3 Telephone: (925) 930-7100

Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

4 APPROVED AS TO FORM:

ATTEST:

5 _____
6 City Attorney

_____ City Clerk

7 Date: _____, 2014

9 FINANCE DIRECTOR'S CERTIFICATION:

10 Concord, California

11 Date: _____, 2014

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

16 The Sum of **\$375,216.62**

17 Account Code:

18 4029500C999/4022293111-74500: \$ 89,452

2619500C999/2612293111-74500: \$ 11,590

19 4029500C999/4022285111-74500: \$246,757

4759500C999/4752285111-74500: \$ 2,318

20 2619500C999/2612285111-74500: \$ 25,100

23 _____
24 Finance Director's Signature

CITY OF CONCORD
INTERSECTION IMPROVEMENTS – OAK GROVE ROAD AT SIERRA ROAD
FEDERAL PROJECT NO. HSIPL-5135(043)
CITY PROJECT NO.2293

EXHIBIT “A1” – SCOPE OF WORK

Described herein is the scope of services associated with the design of intersection improvements at the intersection of Oak Grove Road and Sierra Road in the City of Concord. This project is part of a larger program of signal improvements entitled “Various locations in the City of Concord – Upgrade existing traffic signals, install new traffic signals, and related improvements including ADA upgrades”. This scope is based on the requirements outlined in the Request for Proposal (RFP). The anticipated schedule for design is November 2014 through January 2015. Construction support is anticipated to take place starting in October 2015.

Task 1. Project Management / Meetings – Under this task, Fehr & Peers will manage the design process, project and subconsultants. This includes preparation of monthly invoices and progress reports, preparing and updating project budget and schedule estimates on a monthly basis. As part of this task, we will schedule a kick-off meeting with City staff to discuss the overall project, timeline, schedule, deliverables, and primary contacts for the project. Up to two additional meetings with City and/or Caltrans staff will be conducted during the PS&E stage to review comments. We will provide agendas and meeting minutes for each meeting.

We have assumed that our team will not need to attend any public workshops for this project. We will prepare the required PS&E and environmental documentation for City staff to present during any such workshops.

Deliverables include: Monthly invoices, progress reports, budgets, schedules, meeting agendas and minutes

Task 2: Environmental Documentation – Under this task, Fehr & Peers will produce the environmental documentation required for this project. According to information provided by the City, this CMAQ-funded project will not require PM2.5 air quality conformance documentation (email from MTC to City dated February 27, 2014). We will prepare a technical memorandum summarizing traffic impacts, based on traffic counts that will also be collected under this task, in November 2014, and on signal phasing proposed during the design.

Our team will prepare technical memoranda required under NEPA. This includes an assessment of biological impacts (which will evaluate impacts to trees or other sensitive resources). We will also prepare a Caltrans-compliant Hazardous Waste technical memorandum, the purpose of which will be to address aeriually deposited lead (ADL), asbestos containing materials (ACM), and lead based paint, which could be present in the area, and whether such materials would adversely affect the project. The Hazardous Waste technical memorandum will be based upon a Hazardous Materials Investigation to be provided by the project team. The Hazardous Materials Technical memorandum will describe and address the proper procedures for worker safety in the presence of lead and asbestos, including safe work

practices and implementation of engineering controls and control measures. Specific Caltrans procedures related to lead based paint and worker safety will be noted.

We will also prepare and file a Notice of Exemption (NOE), which will meet the requirements of CEQA. Preparation of the NOE assumes that no significant environmental impacts will occur from implementation of the project.

Deliverables include: AM and PM turning movement counts. Draft and Final Technical Memoranda: Traffic Analysis, Biological Impacts, Hazardous Waste assessment. Notice of Exemption (Draft and Final)

Task 3: Topographic Survey and Base Mapping. Under this task we will conduct topographic and planimetric surveys of the project intersection for use in the final intersection design. We will use terrestrial laser scanning to complete our field surveys. We will also supplement the laser scanning by using the existing Contra Costa County orthorectified aerial database to complete the existing base files for the final design documents. Survey information will be converted to a CAD base for the project, which will be used in preparation of Civil Layout and Traffic Signal drawings.

Deliverables include: Topographic survey CAD files

Task 4: Construction Documents. Under this task we will prepare the plans, specifications and cost estimates needed for bidding the intersection improvements. The first order of work will be to collect utility information. The project team will obtain relevant available data and records from the City, public and private utility providers, and other sources that may be appropriate to support the project design. Relevant data may include, but are not limited to, Electronic versions of the City Base Map, standard title block, and/or aerial photographs, sample plans and specifications, As-built street improvement and infrastructure plans, including storm drainage, sanitary sewer and water maps, traffic signals, striping and markings, and As-built plans from utility providers, including any preliminary plans for future work that may conflict with proposed project.

Our team will coordinate with Underground Service Alert (USA) for the locating of existing underground utilities within the City's right-of-way. We will also verify underground utilities and grades utilizing ground-penetrating radar or electro-magnetic methods to minimize utility conflicts.

Under this task we will also perform potholing, after acceptance of 65% concept plans. Potholing will include high-risk utilities per Appendix LL of the Caltrans PDPM, and traffic signal foundations.

Under this task we will prepare 65% and 100% bid packages, including Plans, Specifications and Estimates (PS&E) to the City for review, and one final package to Caltrans. Specifications will be submitted at both stages of City review. The plans will show the limits of sidewalk and curb and gutter improvements, new ADA ramp locations, proposed utility relocations if needed, striping and signing, and traffic signal equipment / cabinet locations. The plans will also show the location of existing utilities within the intersection area. The plans will include details such as pavement repair sections, sidewalk and curb and gutter sections, and storm drain details for relocation or modification. Plans will be developed in AutoCAD using City standard details, specifications, references to special provisions, and any applicable Caltrans, and other special details. We anticipate preparing the following set of plans:

SHEET DESCRIPTION	NUMBER OF SHEETS
Cover Sheet	1
Topographic Survey / Basis of Bearings	1
Notes, Details, Typical Sections	1
Civil Layout Plan	1
Signing and Striping Plan (40' scale)	1
Traffic Signal Plan (20' scale)	1
Traffic Signal Schedules	1
Traffic Signal Interconnect Plan	1

Special Provisions and Technical Specifications will be prepared in MS Word format based on applicable City standard technical specifications, provisions, and any special specifications necessary for a complete bid package. The format will follow Caltrans boilerplate specifications for Federal-Aid contracts. An Engineer's Cost Estimate will be prepared in MS Excel format; it will be based on the most recent construction cost data available for local projects of this type and will be formatted for submittal with the package to Caltrans.

Three (3) printed hardcopies and an electronic file (.pdf format) of the PS&E design package will be provided to the City. Plan Sheets will be prepared using AutoCAD on 24x36 sheets (legible at 11x17) using the City's standard title block, and include at a minimum, title/general notes, details, and control sheets; plan and profile sheets indicating new construction and existing utilities. Our scope includes a progress meeting with City Staff and F&P to present and discuss the PS&E package and any design issues that may be encountered.

Deliverables include: 65% PS&E Package, Response to 65% Comments, Potholing results, 100% PS&E package, Response to 100% Comments, Final Caltrans Submittal

Task 5: Caltrans Local Assistance Paperwork – The project proposes to use federal funds administered by Caltrans Office of Local Assistance (OLA) on behalf of the Federal Highway Administration (FHWA) and therefore compliance with Caltrans' OLA procedures will be required. Under this task, our team will assist the City with their preparation of paperwork that is required for this project.

Task 6: Design Support during Construction. – Our team will be available to answer questions or provide clarifications during the bidding process. Once construction begins, we will provide assistance reviewing contractor submittals, answering contractor RFI's, and attending field meetings to resolve field issues. Once the contractor provides marked-up as-builds, we will deliver record drawings to the City.

Deliverables: RFI responses, record drawings.

CITY OF CONCORD
VARIOUS LOCATIONS IN THE CITY OF CONCORD – UPGRADE EXISTING TRAFFIC
SIGNALS, INSTALL NEW TRAFFIC SIGNALS, AND RELATED IMPROVEMENTS
INCLUDING ADA UPGRADES
FEDERAL PROJECT NO. HSIPL-5135(043)
CITY PROJECT NO.2285

EXHIBIT “A2” – SCOPE OF WORK

Described herein is the scope of services associated with the design of intersection improvements at twelve locations in the City of Concord, including Concord Boulevard at Sixth Street, Farm Bureau Road, Clayton Way, West Street; Willow Pass Road at Galindo Street, Grant Street, Parkside Drive and Sixth Street; Market Street at Fry Way, East Street at Salvio Street, Oak Grove Road at Smith Lane, and Treat Boulevard at San Miguel Road.

This scope is based on the requirements outlined in the Request for Proposal (RFP). The anticipated schedule for design is November 2014 through July 2015. Construction support is anticipated to take place starting in October 2015.

Task 1. Project Management / Meetings – Under this task, Fehr & Peers will manage the design process, project and subconsultants. This includes preparation of monthly invoices and progress reports, preparing and updating project budget and schedule estimates on a monthly basis. As part of this task, we will schedule a kick-off meeting with City staff to discuss the overall project, timeline, schedule, deliverables, and primary contacts for the project. Up to three additional meetings with City and/or Caltrans staff will be conducted during the PS&E stage to review comments. We will provide agendas and meeting minutes for each meeting.

We have assumed that our team will not need to attend any public workshops for this project. We will prepare the required PS&E and environmental documentation for City staff to present during any such workshops.

Deliverables include: Monthly invoices, progress reports, budgets, schedules, meeting agendas and minutes

Task 2: Environmental Documentation – Under this task, Fehr & Peers will produce the environmental documentation required for this project. We will conduct a project query and complete the first step of the Air Quality module through the Metropolitan Transportation Commission (MTC) Fund Management System (FMS) website to determine if the proposed project is subject to project level conformity requirements. The project query and project assessment form will be submitted to the Air Quality Conformity Task Force (AQCTF) for review and concurrence. This scope includes time for attendance at an interagency meeting, if necessary.

We will prepare a technical memorandum summarizing traffic impacts, based on traffic counts that will also be collected under this task, in November 2014, and on signal phasing modifications proposed during the design.

Our team will prepare technical memoranda required under NEPA. This includes an assessment of biological impacts (which will evaluate impacts to trees or other sensitive resources). We will also

prepare a Caltrans-compliant Hazardous Waste technical memorandum, the purpose of which will be to address aerially deposited lead (ADL), asbestos containing materials (ACM), and lead based paint, which could be present in the area, and whether such materials would adversely affect the project. The Hazardous Waste technical memorandum will be based upon a Hazardous Materials Investigation to be provided by the project team. The Hazardous Materials Technical memorandum will describe and address the proper procedures for worker safety in the presence of lead and asbestos, including safe work practices and implementation of engineering controls and control measures. Specific Caltrans procedures related to lead based paint and worker safety will be noted.

We will also prepare and file a Notice of Exemption (NOE), which will meet the requirements of CEQA. Preparation of the NOE assumes that no significant environmental impacts will occur from implementation of the project.

Deliverables include: AM and PM turning movement counts. Air Quality Conformance Calculations. Draft and Final Technical Memoranda: Traffic Analysis, Biological Impacts, Hazardous Waste assessment. Notice of Exemption (Draft and Final)

Task 3: Topographic Survey and Base Mapping. Under this task we will conduct topographic and planimetric surveys of the project intersections for use in the final intersection design. We will use terrestrial laser scanning to complete our field surveys. We will also supplement the laser scanning by using the existing Contra Costa County orthorectified aerial database to complete the existing base files for the final design documents. Survey information will be converted to a CAD base for the project, which will be used in preparation of Civil Layout and Traffic Signal drawings.

Deliverables include: Topographic survey CAD files

Task 4: Construction Documents. Under this task we will prepare the plans, specifications and cost estimates needed for bidding the intersection improvements. The first order of work will be to collect utility information. The project team will obtain relevant available data and records from the City, public and private utility providers, and other sources that may be appropriate to support the project design. Relevant data may include, but are not limited to, Electronic versions of the City Base Map, standard title block, and/or aerial photographs, sample plans and specifications, As-built street improvement and infrastructure plans, including storm drainage, sanitary sewer and water maps, traffic signals, striping and markings, and As-built plans from utility providers, including any preliminary plans for future work that may conflict with proposed project.

Our team will coordinate with Underground Service Alert (USA) for the locating of existing underground utilities within the City's right-of-way. We will also verify underground utilities and grades utilizing ground-penetrating radar or electro-magnetic methods to minimize utility conflicts.

Under this task we will also perform potholing, after acceptance of 65% concept plans. Potholing will include high-risk utilities per Appendix LL of the Caltrans PDPM, and traffic signal foundations.

We will prepare 65%, 95%, and 100% bid packages, including Plans, Specifications and Estimates (PS&E) to the City for review, and one final package to Caltrans. Specifications will be submitted at 95% and 100% stages of City review. The plans will show the limits of sidewalk and curb and gutter improvements, new ADA ramp locations, proposed utility relocations if needed, striping and signing, and

traffic signal equipment / cabinet locations. The plans will also show the location of existing utilities within the intersection areas, as needed. The plans will include details such as pavement repair sections, sidewalk and curb and gutter sections, and storm drain details for relocation or modification. Plans will be developed in AutoCAD using City standard details, specifications, references to special provisions, and any applicable Caltrans, and other special details. We anticipate preparing the following set of plans:

SHEET DESCRIPTION	NUMBER OF SHEETS
Cover Sheet	1
Topographic Survey / Basis of Bearings	2
Notes, Details, Typical Sections	1
Civil Layout Plans (scale varies)	7
Signing and Striping Plan (40' scale)	6
Traffic Signal Plan (20' scale)	12
Traffic Signal Schedules	12
Traffic Signal Interconnect Plan	2

Special Provisions and Technical Specifications will be prepared in MS Word format based on applicable City standard technical specifications, provisions, and any special specifications necessary for a complete bid package. The format will follow Caltrans boilerplate specifications for Federal-Aid contracts. An Engineer's Cost Estimate will be prepared in MS Excel format; it will be based on the most recent construction cost data available for local projects of this type and will be formatted for submittal with the package to Caltrans.

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Deliverables include: 65%, 95%, 100% PS&E Package, Response to 65%, 95% and 100% Comments, Potholing results, Final Caltrans Submittal

Task 5: Caltrans Local Assistance Paperwork – The project proposes to use federal funds administered by Caltrans Office of Local Assistance (OLA) on behalf of the Federal Highway Administration (FHWA) and therefore compliance with Caltrans' OLA procedures will be required. Under this task, our team will assist the City with their preparation of paperwork that is required for this project.

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Deliverables: RFI responses, record drawings.